



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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Official Agenda for the May 16, 2023  
Regular Town Council Meeting called for 6:00 P.M.

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**Zoom Room Meeting ID: 811 2309 0361 Password: 881453**

**For Dial In Only: Call 929.205.6099 Meeting ID: 811 2309 0361**

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, MAY 16<sup>TH</sup>, 2023.

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. PRESENTATIONS / TOWN PROCLAMATIONS**

94<sup>TH</sup> ANNIVERSARY CAKE CUTTING

**E. MOTION TO SET THE AGENDA**

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

**F. GOOD AND WELFARE**

**G. MAYOR'S REPORT**

**H. COUNCIL COMMENTS**

**I. TOWN MANAGER REPORT**

**J. TOWN ATTORNEY REPORT**

**K. ORDINANCES – SECOND READING**

None

**L. ORDINANCES - FIRST READING**

None

**M. QUASI JUDICIAL RESOLUTIONS**

None

**N. TOWN MAJOR PROJECTS REPORT/UPDATE**

- Civic Center Construction Update
- Closed Circuit Television (CCTV) Update
- Re-Imagined Tweddle Park Update

**O. CONSENT AGENDA**

- 1. Official Minutes of the April 18, 2023 Regular Town Council Meeting**
- 2. A Resolution of the Town Council Appointing Members to the Building Regulation Advisory Board.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA; APPOINTING MEMBERS TO THE TOWN OF GOLDEN BEACH BUILDING REGULATION ADVISORY BOARD PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 2  
Resolution No. 2868.23

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2868.23

- 3. A Resolution of the Town Council Appointing Members to the Security and Public Safety Advisory Committee.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA; APPOINTING ONE MEMBER TO THE TOWN OF GOLDEN BEACH SECURITY AND PUBLIC SAFETY ADVISORY COMMITTEE PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 3  
Resolution No. 2869.23

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2869.23

- 4. A Resolution of the Town Council Approving an Employment Agreement with Marie Talley.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT FOR CONTRACT EMPLOYEE MARIE TALLEY TO PROVIDE SUPPORT SERVICES IN THE ADMINISTRATIVE AND RESIDENT SERVICES DEPARTMENTS; PROVIDING FOR

IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 4  
Resolution No. 2870.23

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2870.23

**5. A Resolution of the Town Council Approving the Interlocal Agreement between the Town and Miami-Dade County for the Enforcement of Civil Penalties for Code Violations.**

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

**Exhibit:** Agenda Report No. 5  
Resolution No. 2871.23

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2871.23

**P. TOWN RESOLUTIONS**

**6. A Resolution of the Town Council Authorizing the Use of Available LETF Monies for Costs Associated with the New Civic Center Building.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE EXPENDITUE OF LAW ENFORCEMENT TRUST FUND (LETF) MONIES FOR COSTS ASSOCIATED WITH THE CONSTRUCTION AND UNIQUE EQUIPMENT OF THE NEW CIVIC CENTER BUILDING; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6  
Resolution No. 2872.23

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2872.23

**7. A Resolution of the Town Council Amending the Town's Employee Manual To Include Law Enforcement Appreciation Day As A Holiday.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S EMPLOYEE MANUAL TO PROVIDE FOR THE ADDITION OF LAW ENFORCEMENT APPRECIATION DAY AS A PAID LEGAL HOLIDAY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7  
Resolution No. 2873.23

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2873.23

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

Mayor Glenn Singer:  
None Requested

Vice Mayor Kenneth Bernstein:  
None Requested

Councilmember Bernard Einstein:  
None Requested

Councilmember Judy Lusskin:  
None Requested

Councilmember Jaime Mendal:  
None Requested

Town Manager Alexander Diaz  
None Requested

## **R. 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.

**FIRST AMENDMENT TO THE COMMUNICATION SERVICES INSTALLATION  
AND SERVICE AGREEMENT DATED AUGUST 19, 2021**

**THIS FIRST AMENDMENT** (the “Amendment”) to the Communication Services Installation and Service Agreement dated August 19, 2021, (the “Agreement”), by and between Hotwire Communications, Ltd. (the “Operator”), and Town of Golden Beach (“Town”) (collectively “the Parties”), is entered into and effective as of the date last signed below (“Amendment Effective Date”).

**RECITALS**

1. On August 19, 2021, the Parties entered into a Communication Services Installation and Services Agreement (the “Agreement”). As part of the Agreement, the Parties also entered into a Town Services Addendum dated November 16, 2021 (the “Addendum”).

2. Under the terms of the Addendum, the Operator has agreed to provide certain improvements and services to enhance the Town’s existing camera and access control security system. These enhancements include: (i) the repair, upgrade and maintenance of the Town’s existing security cameras and access control equipment; and (ii) the installation of security cameras and an access control system for a new Town Civic Center presently under construction. The Town’s existing cameras and access control system with the above-described upgrades and enhancements shall be referred to herein as the “Updated Security System”.

3. The Town now desires to have the Operator provide additional pole-mounted security cameras at 87 locations throughout the Town, which cameras will be fully integrated into the Updated Security System.

4. The Operator and the Town wish to amend the Addendum by entering into this Amendment to effectuate their understandings.

**TERMS**

1. **Recitals.** The Recitals set forth above are true, correct and incorporated by reference into this Amendment.

2. **Amendment to Addendum.** Section 2d of the Addendum is deleted in its entirety and replaced by the following:

**Commercial Security System.** The Operator shall provide to the Town with a Town-wide security and access control system (the “Security System”) that will be delivered in three (3) phases. The Security System shall be based upon a stand-alone infrastructure operating independently of the communication network under the Agreement.

**Phase One of Security System.** Phase One shall be completed and activated within one hundred eighty (180) days of the Addendum (the “Activation Date”), and shall consist of the restoration and upgrading of the Town’s existing security and access control equipment as well as certain new hardware and software enhancements to increase the performance of the existing system. The detailed scope of the work and materials to be provided in Phase One are as follows:

- Take over and service the existing 74 Camera Locations, except for Camera L1 (beachside) and L7.
- Install New NVR and Archive Server to have 24/7 x 30 days of recording
- All Times are based on 5MP x 74 Cameras x 24/7 in H.264/ONVIF
- Redundant NVR with Failover License
- Upgrades to the existing access control system throughout the Town shall be commenced during Phase One, but will be completed and delivered as part of Phase Two.

Phase Two of Security System. Phase Two of the Security System shall include the installation of new cameras, access control devices and all equipment necessary to serve the Civic Center when completed. The scope of work and equipment for Phase Two is described as follows:

- Take over existing 25 location control boards
- Provide onsite access control server
- Integration to camera system
- Server supports 16-400 readers
- Up to 20 simultaneous operators
- 250,000 Identities
- 25 New Access Locations in Civic Building, pedestrian gates & gate arms
- Warranty – 12 month on installation and manufacturer warranty on parts
- 25 New Camera locations for Civic Building
- 10pc at 5MP are Analytic Cameras
- 5pc at 5MP non-analytic
- 10pc 3MP non-analytic
- 1pc 12MP FishEye
- Access control Integration
- 3 Client Avigilon Remote Monitoring Workstations to support 4 Monitors in each Avigilon Remote Monitoring Workstation

In addition to the installation of equipment and the other work described above, the Operator shall provide the Town with training on the Security System as well as the services described in **Exhibit “C”** to this Addendum.

Phase Three of Security System. Phase Three of the Security System shall include the procurement, installation and integration by the Operator of the equipment described below (collectively, the “Camera Equipment”) at each of the locations shown on **Exhibit “F”** attached hereto (the “Work”). A typical detail of the installation at each location is shown on the drawings attached hereto as **Exhibit “G”**.

**The Camera Equipment shall consist of the following:**

- Camera and Failover Licensing
- NVR: As Specified in the **Exhibit “H”** attached to this Addendum
- **Cameras:**
  - Thermal Outdoor Bullets
  - PTZ (Pan-Tilt-Zoom) 2 MP H4 IR
  - 4x5 MP, WDR 2.8mm, Camera Only
  - Thermal Outdoor Bullets
  - PTZ (Pan-Tilt-Zoom) IR with Wipers\* Ocean

- PTZ (Pan-Tilt-Zoom) IR with Wipers\* Intracoastal Bridge
- PTZ (Pan-Tilt-Zoom) IR with Wipers\* Intracoastal
  - \*Town to provide water
- MH 360° 5MP
  - Four (4) Lens camera
- Pump Area IR
- MH 360° 8MP
  - Four (4) Lens camera
- PTZ (Pan-Tilt-Zoom) 2MP IR
- Outdoor Bullet/Dome 6MP WDR IR Camera
- **Miscellaneous Camera mounting:**
  - Miscellaneous camera, IR rings, NPT adapters etc.
- Connector, Box, Wire, etc.
- Labor and Programming
- **Total Camera Quantity: 71**
  - 33 Thermal Bullets
  - 11 Self Cleaning PTZ
  - 2 Fixed Camera
  - 6 MH360 8MP
  - 19 MH360 5MP
- **Total Lens Quantity: 209**

Phase Three Completion Date; Town’s Obligations and Requirements. Subject to Section 13 of the Addendum and any equipment and supply delivery delays caused by global supply chain issues, and provided that the contingencies identified below have been timely satisfied as set forth below, the Work shall be substantially completed no later than January 1, 2024 (“Completion Date”). “Substantially complete” shall mean that all of the Camera Equipment is installed, fully operational and integrated into the Security System and all training has been provided by the Operator.

1. The Parties acknowledge and agree that some of the new additional pole-mounted Camera Equipment will be installed on privately owned residential lots. No later than **June 1, 2023**, the Town shall obtain the necessary approvals and authorizations (including, without limitation, all consent, easement, or other written authorization) from lot owners to get access to areas depicted in the **Exhibit “F”** attached hereto, which are necessary for Operator to perform the Work and install, operate, and maintain the Security System. It is expressly understood by the Parties that to the extent possible, Operator shall commence and perform the Work while the Town simultaneously obtains the necessary approvals and authorizations for those areas depicted in **Exhibit “F”**;
2. Upon execution of this Amendment, the Town shall, at its sole cost, immediately purchase poles for the 87 locations where the Phase Three Camera Equipment will be installed. The Parties have agreed that: (i) Operator will install poles at the 24 locations at the waterfront locations at Operator’s expense; and (ii) the Town will install poles at the remaining 63 locations throughout the Property via third-party contractor at the Town’s expense. All poles to be installed at the 87 locations shall be delivered and available on site on the Property for installation no later than **June 1, 2023**; and

3. No later than five (5) business days after placement and/or installation of a pole at each distribution location, the Town shall provide, at its cost, an electrical power source brought to a junction box at the base each pole.

The Town acknowledges and agrees that in the event any of the aforementioned contingencies are not timely met, then the Completion Date shall be extended and the Work will not commence until said contingencies have been satisfied (unless otherwise provided above). The Town further agrees that, at all PTZ locations shown on **Exhibit "F"**, the Town will provide water to the base of each pole to provide a source of water for the cleaning of camera lenses during the term of this Addendum.

Operator's Phase Three Obligations. Subject to Section 13 of the Addendum and any equipment and supply delivery delays caused by global supply chain issues, the Operator: (i) will construct and install the network required for Security System and will certify same prior to Camera Hardware installation; and (ii) shall obtain all governmental permits required to perform the Work. In addition, the Work shall be performed by licensed contractors.

Phase Three Additional Features and Functionalities. Phase Three of the Security System will be deployed as stand-alone security infrastructure for performance and identification, as well as the ability to layer additional smart city applications as agreed upon by the Parties. Phase Three of the Security System will also include the following features and functionalities:

- Analytics and additional infrastructure included
- Integration into the Security System and TOGB PD included
- Monthly Maintenance of Security System to align with Phase One
- 5 year warranty on Camera Hardware

Phase Three Security Fee. The Operator will provide the Work for Phase Three of the Security System at a cost of one million five hundred ninety-eight dollars (\$1,598,400.00) payable in equal monthly installments of \$13,320.00, plus all applicable local, state, federal and regulatory taxes, governmental fees, and surcharges (the "Security Fee"). The Security Fee shall be paid by the Town to the Operator each month commencing upon the first day of the month after the Completion Date in the same manner as described in Section 3. Once the Security Fee has been paid in full, all right, title and interest in and to the Camera Equipment shall be conveyed to the Town.

3. Section 2(d) of the Addendum, titled "Performance Specifications" shall be renumbered as **Section 2(e)**.

4. **Entire Agreement and Modifications.** This Amendment contains the entire understanding of the Parties, who each affirm and represent that the person executing this Amendment has the authority to do so. This Amendment shall supersede all previous conversations, negotiations, and representations, written and oral and may not be modified except in writing, signed by each party, which shall be binding on any successors or assignees. No supplement, modification, or amendment of this Amendment shall be binding unless executed in writing by both Parties.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument. The individual signing on behalf



of the named party personally warrants and represents that he or she is the duly authorized agent of that party with the authority to execute this Amendment on behalf of the party.

6. **Conflicts.** In the event of a conflict between this Amendment and the Addendum, this Amendment shall govern.

7. **Public Records.** All records, files, documents, plans, and correspondence of the Operator arising out of this Amendment are public records subject to the provisions of Chapter 119, Florida Statutes. The Operator shall maintain, and shall require all consultants and suppliers to maintain, complete and correct records, books, documents, papers and accounts pertaining to the work. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Town Manager or any authorized Town representative with reasonable notice and shall be kept for a period of three (3) years after the completion of the work.

[SIGNATURE PAGES TO FOLLOW]

**ATTEST:**

  
Town Clerk

**TOWN:**

Town of Golden Beach, Florida

By:   
Glenn Singer, Mayor

Date: 5/10/23

**WITNESS/ATTEST:**

*Signature of Witness:*

\_\_\_\_\_

*Print Witness Name*

\_\_\_\_\_

**OPERATOR:**

Hotwire Communications, Ltd.

By: Hotwire Communications, LLC, its  
General Partner

By:

\_\_\_\_\_  
Kristin Johnson, Chief  
Executive Officer

Date: \_\_\_\_\_

**EXHIBIT "F"**

**LOCATIONS OF PHASE THREE CAMERA HARDWARE**

**North Ocean Section: 4 poles**



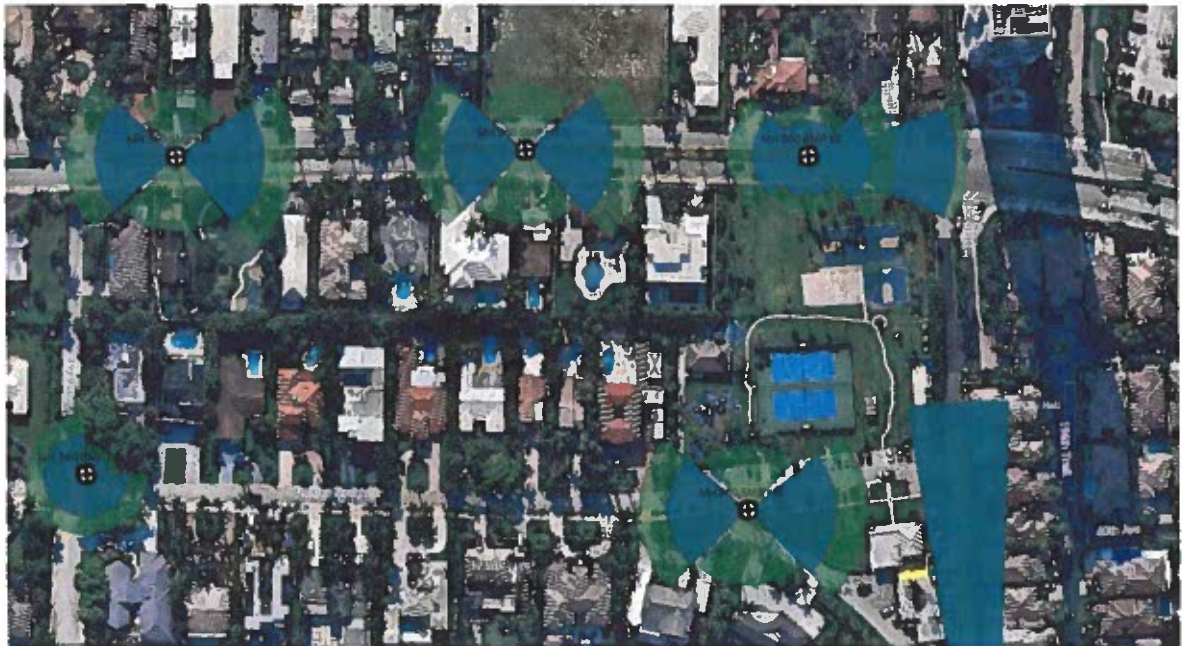
**South Park Section: 4 poles**



**North Park Section: 4 poles**



**South Ocean Section: 4 poles**



**North Island Section: 7 poles**



**Middle Island Section: 7 poles**



**South Island Section: 7 poles**



**THERMAL North Island Section: 6 poles**



**THERMAL Middle Island Section 1: 6 poles**



**THERMAL Middle Island Section 2: 6 poles**



**THERMAL South Island Section : 7 poles**

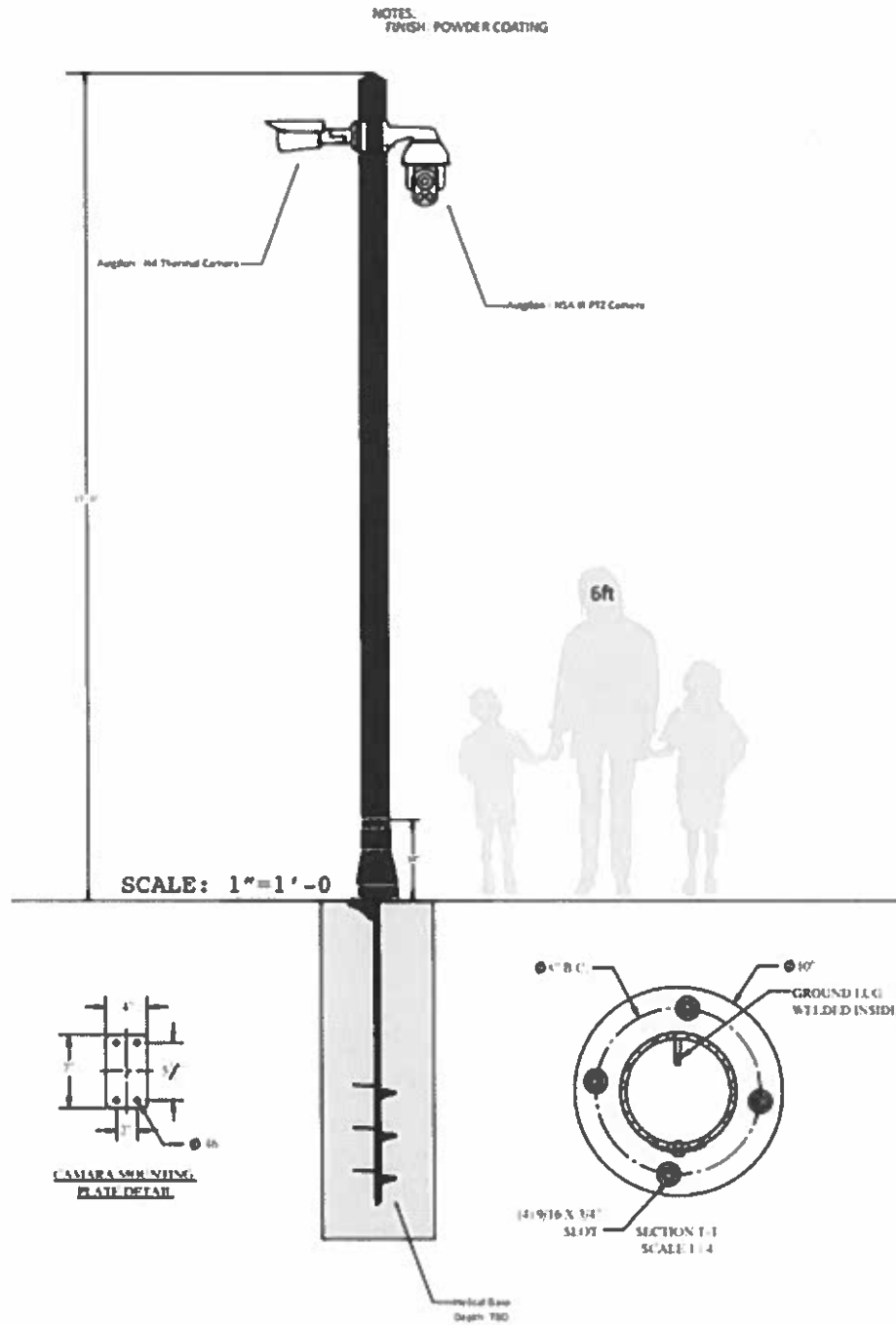




# COMPOSITE EXHIBIT "G"

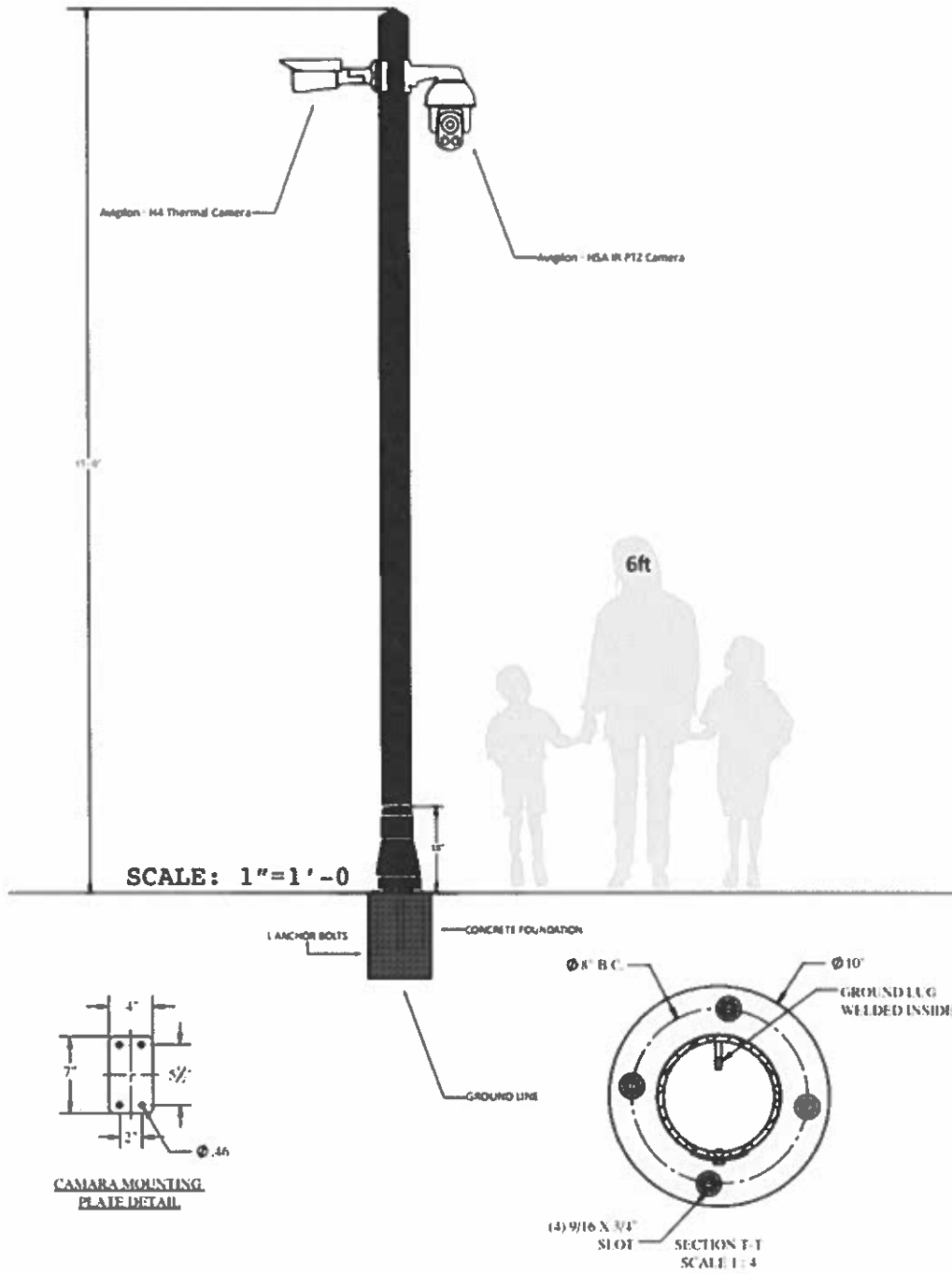
## TYPICAL DETAIL DRAWING OF INSTALLATION AT EACH LOCATION OF PHASE THREE CAMERA HARDWARE

Beach Side PTZ + Thermal



# Intracity/ Intercoastal Side PTZ + Thermal

NOTES:  
FINISH: POWDER COATING



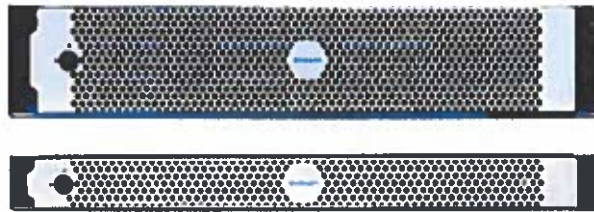
## EXHIBIT “H”

### DESCRIPTION FOR NVR FOR PHASE THREE OF THE SECURITY SYSTEM



## 4<sup>th</sup> Generation Network Video Recorders

Fourth generation Avigilon Network Video Recorders provide secure, reliable and scalable platforms for high performance end-to-end security solutions. Our network security recorders are pre-configured for facial recognition and Avigilon Appearance Search™ technology. All NVRs are preloaded with Avigilon Control Center (ACC) for secure network video recording and management of multi-megapixel IP cameras up to our highest resolution 10K (61 megapixel) HS Pro camera.



### Features



#### AVIGILON FACIAL RECOGNITION AND APPEARANCE SEARCH NATIVE SUPPORT

Native support for Avigilon facial recognition and Appearance Search technology\* which helps enable security operators to locate a specific person or vehicle of interest across an entire site or multiple sites.



#### INDUSTRY LEADING STORAGE DENSITY AND PERFORMANCE

From 8TB to 288TB of raw storage (6TB – 217TB effective) in a 1U or 2U chassis, NVR4 models meet the most demanding recording requirements.



#### SUPERIOR REDUNDANCY AND RELIABLE DATA STORAGE

Reliable storage with RAID configured redundancy offers a highly available and resilient system that protects your data. Our PRM and STD models include reliable hard drives with RAID 6 or 60 redundancy.



#### SINGLE POINT OF CONTACT FOR END TO END TECHNICAL SUPPORT

All NVRs are backed by a limited time warranty\*\* with on-site part replacement service and lifetime 24/7 Avigilon telephone technical support.



#### LOWERS DEPLOYMENT COSTS

Pre-configured with ACC\*\* software, optimized and provisioned.



#### SOLID-STATE DRIVE (PRM AND STD)

Operating systems on a redundant array of Solid-State Drives designed for greater reliability and speed.



#### EASY RECOVERY SOLUTION

Designed with a separate and redundant array of Solid-State Drives for the operating system (PRM and STD), with a built-in recovery partition to simplify the recovery process, if needed.



#### INCLUDES 1 YEAR FREE CLOUD SERVICES TRIAL

Securely and remotely connect with your ACC sites through the Avigilon Cloud Services platform. The system health dashboard allows you to remotely monitor the active status of all recorders and connected cameras to minimize system downtime and prioritize maintenance of critical components.



#### WEB ENDPOINT TECHNOLOGY WITH REMOTE NOTIFICATIONS ON MOBILE DEVICES

Optimized for mobile connections out-of-the-box with built-in web endpoint technology. Receive instant notifications to any mobile device with full support for remote alerts.

\* Avigilon Appearance Search technology and facial recognition support included for NVR4X-PRM and NVR4X-STD, and is optional for NVR4-MAJ. Analytics 1.1 required.

\*\* 5-year hardware warranty included for NVR4X-PRM and NVR4X-STD. 3-year hardware warranty included for NVR4-VIR. Q year warranty is available for NVR4-VIR.

# Analytics



**Vigilance Appearance Search\***  
Quickly locates a specific person or vehicle of interest across an entire site using a sophisticated deep learning AI search engine.

ACC Enterprise required



**License Plate Recognition (LPR)**  
Works with ACC software for accurate license plate capture at a range of distances and speeds. Requires an additional license.

ACC7 LPR license per channel required



**Face Recognition**  
Detects matches from managed watchlists to alert operators of people of interest. Requires Appearance Search and an additional license.

ACC7 FACE license required

MODEL	ANALYTICS KIT	MAXIMUM SUPPORTED CAMERAS BY FEATURE			NUMBER OF LICENSES*			
		APPEARANCE SEARCH ONLY†	FACE RECOGNITION + APPEARANCE SEARCH	FACE MASK DETECTION + APPEARANCE SEARCH	5 FPS (16 MP) x 4	15 FPS (12 MP) x 4	20 FPS (10 MP) x 4	30 FPS (10 MP) x 4
NVR4X Premium	Built-In	200	50	200	4	3	2	1
NVR4X Standard	Built-In	200	50	200	3	2	1	-
NVR4 Value	HD-NVR ANK2-1	50	15	50	2	1	1	-

\* These performance figures are based on validation testing by Avigilon, using Avigilon Control Center software version 7.8.4. Assumes optimum site coverage per camera video of standard supports. In view of the field of view. † NSA camera kit - One extra license. ‡ PMA camera kit - One extra license. Additional licenses may be required. For more information, contact Avigilon Sales. \* Assumes a 2MP camera with LPR license plate in an area and Premier for Speed/FPS to recognize license plates up to vehicle speeds in Extranet Per Hour (25MP). Results may vary in settings for license recognition parameters. † Requires PMA or PMA camera. The Avigilon Appearance Search camera support list does not affect any NVR throughput for simultaneous recording, playback and live viewing.

# Specifications

Premium

Premium

Standard

Value

132 TB

64 TB 96 TB

16 TB 24 TB

6 TB 12 TB

217 TB

128 TB 157 TB

32 TB 48 TB

16 TB 24 TB

SYSTEM	Avigilon Control Center* Edition	Core, Standard and Enterprise compatible	Core, Standard and Enterprise compatible	Core, Standard and Enterprise compatible	Core, Standard and Enterprise compatible
Network Video Streaming Performance*	Network Connection	10 GbE - multiple connections*	1 GbE - multiple connections	10 GbE - multiple connections	1 GbE - multiple connections
	Recording Rate	Up to 600 Mbps (max 1250 Mbps per connection)	Up to 700 Mbps (max 600 Mbps per connection)	Up to 1500 Mbps (max 1250 Mbps per connection)	Up to 700 Mbps (max 250 Mbps per connection)
	Playback Rate	Up to 600 Mbps (while simultaneously recording video)	Up to 700 Mbps (while simultaneously recording video)	Up to 1500 Mbps (while simultaneously recording video)	Up to 450 Mbps (while simultaneously recording video)
Operating System	Microsoft Windows Server 2018	Microsoft Windows Server 2018	Microsoft Windows 10 IoT Enterprise LTSC or Windows Server 2018	Microsoft Windows 10 IoT Enterprise LTSC	
Hard Disk Drive Configuration	Video Data	RAID 60 - Up to 12 x 3.5", hot-swappable	RAID 6 - Up to 12 x 3.5", hot-swappable	RAID 6 - Up to 8 x 3.5", hot-swappable	RAID 5 - Up to 4 x 3.5", hot-swappable
	Operating System	2 x M.2 SSD drives, RAID 1	2 x M.2 SSD drives, RAID 1	2 x M.2 SSD drives, RAID 1	Video Data and OS hosted on separated Virtual Disks
Recording Storage Capacity	Up to 288 TB raw; 27 TB effective (RAID 60)	Up to 180 TB raw; 157 TB effective (RAID 6)	Up to 64 TB raw; 48 TB effective (RAID 6)	Up to 27 TB raw; 24 TB effective (RAID 5)	
Network Interface	2 x 10 GbE SFP+ ports (transceivers not included) 4 x 1 GbE RJ-45 ports (1000Base-T)	2 x 10 GbE SFP+ ports (transceivers not included) 6 x 1 GbE RJ-45 ports (1000Base-T)	4 x 1 GbE RJ-45 ports (1000Base-T) (Optional) 2 x 10 GbE SFP+ ports (transceivers not included)	2 x 1 GbE RJ-45 ports (1000Base-T) (Optional) 2 x 10 GbE SFP+ ports (transceivers not included)	
Memory	2 x 16 GB DDR4	2 x 16 GB DDR4	2 x 8 GB DDR4	8 GB DDR4	
Processor	Intel® Xeon®	Intel® Xeon®	Intel® Xeon®	Intel® Xeon®	
Video Outputs	1 x VGA	1 x VGA	1 x VGA	1 x VGA	
Local Viewing	No	No	No	No	
Out of Band Management	iDRAC9 Enterprise	iDRAC9 Enterprise	iDRAC9 Express	iDRAC9 Express	

\* The 10 GbE network connection requires the HD-NVR4X SFPPLUS-10 transceiver (sold separately).  
\* These performance figures are based on validation testing by Avigilon, using Avigilon Control Center software. For more information, contact Avigilon Sales.

SUPPORT asksales@avigilon.com |avigilon.com

## Specifications (Cont'd)

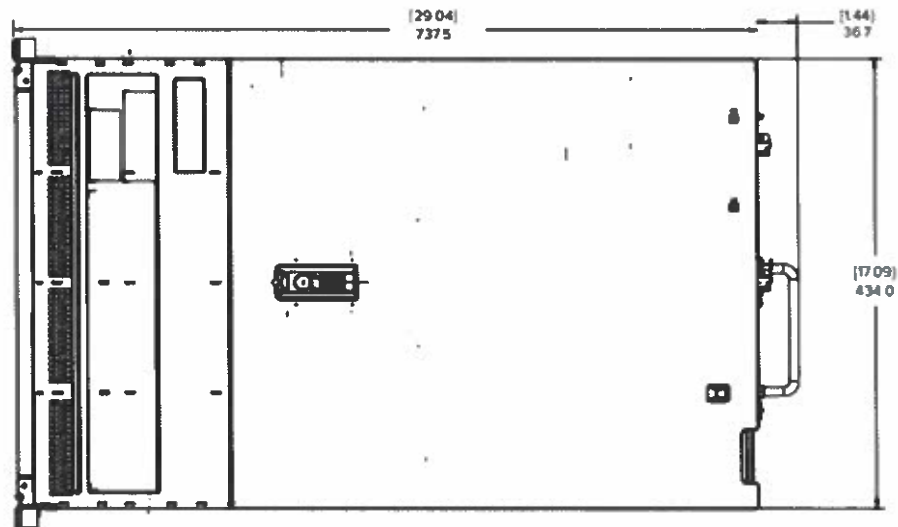
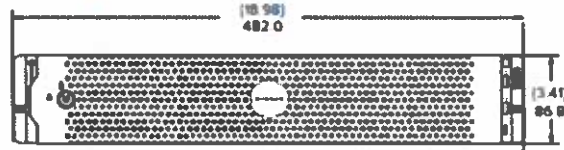
<b>ENVIRONMENTAL</b>	Operating Temperature	10° C to 35° C (50° F to 95° F)
	Storage Temperature	-40° C to 65° C (-40° F to 149° F)
	Operating Humidity	10% to 80% relative humidity with 25°C (84°F) maximum dew point
	Storage Humidity	5% to 95% RH with 33°C (91°F) maximum dew point. Atmosphere must be non-condensing at all times
	Operating Vibration	0.26 Grms at 5 Hz to 250 Hz
	Storage Vibration	1.88 Grms at 10 Hz to 500 Hz for 15 min
	Operating Shock	One pulse on each side of the system of 71 G for up to 2 ms
	Storage Shock	Six consecutively executed shock pulses in the positive and negative x, y, and z axes (one pulse on each side of the system) of 71 G for up to 2 ms
	Operating Altitude	2,048 m (6,720 ft)
	Storage Altitude	12,000 m (39,370 ft)
<b>CERTIFICATIONS</b>	Certifications/Directives	UL, cUL, CE, RoHS, REACH, EMC, EAC, AEC, NOM, INRCS, VCCI, RoHS, Reach (SVHC), WEEE, BS
	Safety	UL/CISA EN IEC 62368-1
	Electromagnetic Emissions	CFR Title 47, FCC Part 2, IS Class A, ICES-003/A1 EN 55032 Class A, EN 61000-3-2, EN 61000-3-3
	Electromagnetic Immunity	EN 55024
	Warranty	PRM and STD: 3-year MDD (next Business Day) with on-site parts delivery service. 4-hour mission critical warranty upgrade available. VAL: 3-year MDD (next Business Day) with on-site parts delivery service. 2-year warranty extension available.
<b>SUPPLIED ACCESSORIES</b>	Rack Rail System	Sliding rail system with cable management arm. Supports: <ul style="list-style-type: none"> <li>• lock-less mounting in E3, wide E3A, E3D E compliant square hole and unthreaded round hole 4 post racks</li> <li>• locked mounting in threaded hole 4 post racks</li> </ul>
	Brazel	1, 3 and 4
	Power Cords	PRM: 7 STD and VAL: 1

## Outline Dimensions

### NVR4X-PRM

NVR4X-PRM-192TB/217TB

Units	
mm	[ ]
in	[ ]

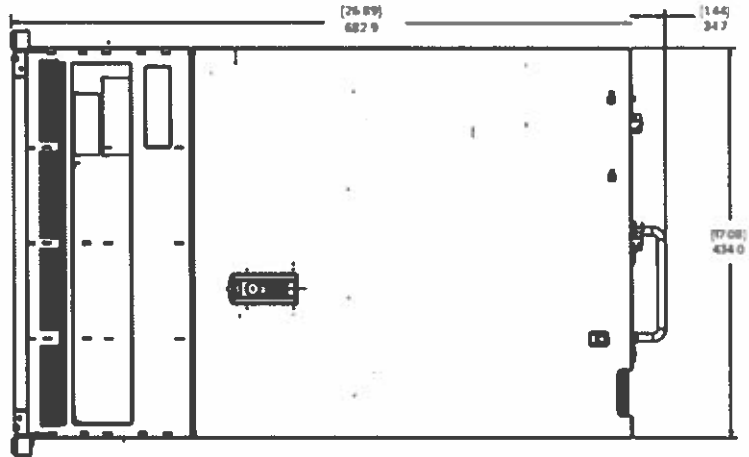
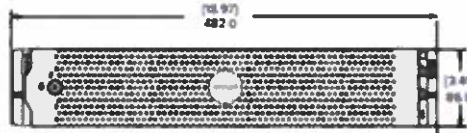


# Outline Dimensions

## NVR4X-PRM and NVR4X-STD

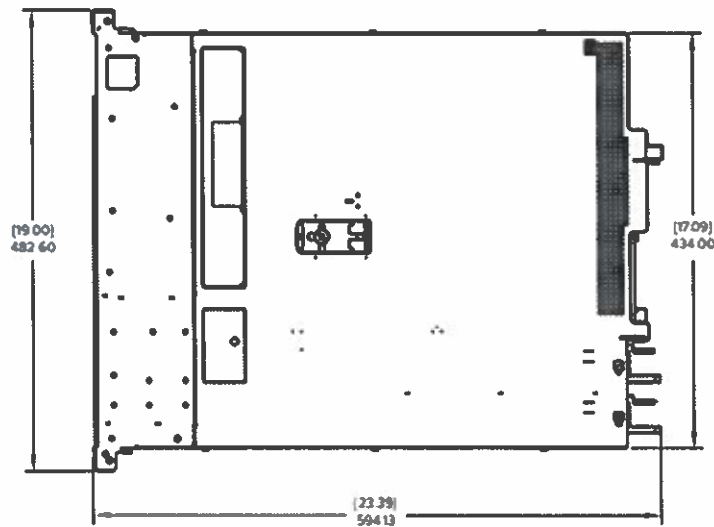
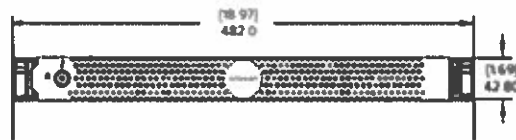
NVR4X-PRM-64TB/96TB/128TB/157TB

Unit	Value
mm	1000



## NVR4-VAL

Unit	Value
mm	1000





# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160


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## MEMORANDUM

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**Date:** May 16, 2023

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

**From:** Lissette Perez,   
Town Clerk

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

Item Numbers:

1

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### **Recommendation:**

It is recommended that the Town Council adopt the official minutes of the April 18, 2023 Regular Town Council Meeting.



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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Official Minutes for the April 18, 2023  
Regular Town Council Meeting called for 6:00 P.M.

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**Zoom Room Meeting ID: 854 4379 6166 Password: 137654**

**For Dial In Only: Call 929.205.6099 Meeting ID: 854 4379 6166**

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, APRIL 18, 2023.

## A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 6:08 p.m.

## B. ROLL CALL

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

**Councilmember's Not Present:** Vice Mayor Bernstein

**Staff Present:** Town Manager Alexander Diaz, Town Attorney Steve Helfman, Town Clerk Lissette Perez, Police Lt. Yovany Diaz, Finance Director Maria D. Camacho, CIP Director, Lissett Rovira, Resident Services Director Michael Glidden (via zoom), Office Assistant Gabriella McKoy, Lt. Leila Perez, Office Assistant Kaitlyn Dziedzic

## C. PLEDGE OF ALLEGIANCE

Lt. Yovany Diaz led the 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

NONE

## G. MAYOR'S REPORT

Will be discussing later tonight the possibility of supporting adding a crosswalk and light by Golden Gate. Won't discuss too much of it until we get to the discussion item. Commended the Police Department for doing a phenomenal job lately. The efforts we have been taking recently to tackle these crimes is working, but that does not mean we



should relax about it. Congratulations, your plan has been well executed. Still urge residents to lock all of the doors, take your keys, and close your gate. Considering the amount of rain we have had recently, the Town had very little- almost no flooding. Done exceptionally. Did not hear any complaints. Heard several praises that what we have been doing is working. Tonight on the agenda, we will approve the purchase of three (3) additional pumps that will be going to South Island, North Island, and Singer Park, which will alleviate the flooding that happens over there. Hats off to Public Works and to the Administration for a great job. Walked the new Town Hall yesterday with the Town Manager and I know it looks like from the outside that it's progressing slowly, but trust me it looks amazing. The project manager, Alex promised that by June we should start moving in. Very optimistically pleased on the progress that we have made. Not just the progress, but also the details. By taking our time and doing it right, you can really see it in the building. Very excited for the rest of the Council to see it when it's finished, because you can see that we took our time in designing it and making the changes and what a difference that will make. Our Town Hall is going to stand out throughout the state. Know everyone is excited to get the new building open, just have to be a little patient. Also the Town Manager and I have been working hard in finalizing the design and plans of Tweddle Park. Also looking at our options for the new Wellness Center. Just appreciate everyone being patient. The patience will definitely pay off.

## **H. COUNCIL COMMENTS**

### **Councilmember Mendal**

No comments

### **Councilmember Einstein**

Echoed the sentiments about the lack of flooding in town – just amazing. How we did during that, is incredible how we handled it. The Town is being totally transparent with the events going on. Things move pretty incredibly fast in this town. The important thing is that we do it right the first time. It is going to be amazing. It is just one of those things that add to the worth of Golden Beach overall.

### **Councilmember Lusskin**

Spoke about next month's Memorial Day event. Newsletter came out and it was confusing about the date. Wanted to make it clear to everybody that it is going to be Monday, the 29<sup>th</sup>. This Memorial Day is going to be a special one. In Town Hall, there is a box for donations of honorable flags that have been retired. We are actually going to burn the flags. When first hearing about it, I thought it was so disrespectful. After reading deeply into it, it happens to be a very honorable way to dispose of flags that are of no use anymore since they cannot be flown. That evening will be followed by a barbeque. It will be a magnificent ceremony. Sgt. Massie, will help her drop the flags in. Think it will really be an extremely wonderful event. Asking all residents or residents of neighboring communities that have any flags that can no longer be flown, to donate in the box in Town Hall which will be burnt that night in a very emotional ceremony.

## **I. TOWN MANAGER REPORT**

Our Stormwater system has paid off. Did have slight isolated flooding during high tide, but we were able to see those waters come out as soon as possible.

We will receive three portable pumps for the areas that we cannot install permanent pumps. We are looking at retrofitting some of our Stormwater drains so we could create a solution for South Island, North Island, and in Singer Park and those items will be brought to you for consideration at a later time.

Wanted to recognize Maria Camacho, for the Town receiving the Distinguished Budget Award for 2022 for the 14<sup>th</sup> year in a row. Not every city in South Florida receives this

award. It is a living document, serves as not only your finance tool but also your business plan. We also received notice last week, that we are an alternate for the national All America City award.

Also wanted to inform the community that our Facilities Manager Mr. Ken Jones has been in the hospital for the last fourteen (14) days. Today we were able to get him moved to an assisted living facility.

Our safety measures seem to have been working. Authorized the hiring of an additional full-time officer who is currently going through the background process. That position has been created to serve the afternoon and midnight shift.

In the state budget, the legislature is currently in session, we are in both the house and the senate budget. We currently have \$300,000 allocated for parks in the Senate budget and \$850,000 allocated to the Wellness Center in the House budget. If we go through congress and the Governor does not veto it, those dollars should be awarded to the community.

Looking at making improvements to the beach pavilion. We are working to modernize and make our beach even nicer for our residents.

Monday, May 29<sup>th</sup> at 5 P.M. at the Beach Pavilion is the Memorial Day event and the Mayor and Council will be participating. It is going to be a beautiful event and we invite our residents to participate.

We also have two other drives in Town – there is a drive to collect items for flood victims and we are collecting shoes for the homeless.

**Councilmember Lusskin** mentioned that if anyone is having problems with cell service provider AT&T if they could call the Town Clerk and voice those concerns as she has been having problems with her phone for some time.

## **J. TOWN ATTORNEY REPORT**

None

## **K. ORDINANCES – SECOND READING**

None

## **L. ORDINANCES - FIRST READING**

None

## **M. QUASI JUDICIAL RESOLUTIONS**

### **1. A Resolution of the Town Council Approving Variance Request for 254 and 260 Ocean Boulevard to Permit Approval of the Subvision of Lots.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR THE PROPERTIES LOCATED AT 254 AND 260 OCEAN BOULEVARD, GOLDEN BEACH, FLORIDA 33160, TO PERMIT APPROVAL OF TWO LOTS OF LESS THAN 11,250 SQUARE FEET EACH AS REQUIRED IN THE CODE TO; 1) LOT A - 260 OCEAN BOULEVARD AT 11,238 SQ. FT., AND 2). LOT B, 254 OCEAN BOULEVARD, AT 11,216 SQ. FT.; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1  
Resolution No. 2864.23

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2864.23

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Mendal, and on roll call the following vote ensued:

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

The motion passed.

**Town Manager** spoke on the item. What we have here is a homeowner that has two lots and what he is doing is trying to split them up into lots that are 75-foot lots equally. We feel that having two 75-foot lots on the west side of ocean is the best way to move forward. BRAB unanimously approved this waiver.

**Town Manager** thanked Assistant Town Manager Linda Epperson for all of her assistance and hard work with this item.

#### **N. TOWN MAJOR PROJECTS REPORT/UPDATE**

- Civic Center Construction Update
- Closed Circuit Television (CCTV) Update
- Re-Imagined Tweddle Park Update

**Town Manager** stated that the Civic Center project is moving at a comfortable pace. We do not want to rush the project. Wanted to share with the Council and the community where we are with major milestones. The contractor is confident that he will be able to deliver the project by September 4<sup>th</sup> this year. There are no project delays, we are on target. However, we always try to deliver projects ahead of time. Even though we know that the building will be completed in June, the audiovisual will not be installed until sometime in August. We do not anticipate holding meetings in the building until the budget process at the end of the summer.

There have been a series of owner-driven change orders that the Mayor and I have identified that will make the building better. For example, there is a transformer in the middle of the plaza. It is a \$50,000 move, but it has to be moved. There are certain things on the ground level. We are adding an additional wall and window in order to protect the elevators from the elements. There have been significant changes in order to make the building more grander, resilient, and sustainable.

I strongly feel between credits and debits we may be able to absorb most of these within the contract price. The goal is that we trust the Mayor and the Manager to do what is best for the building at this time. Know that we are doing very well financially. Just this past quarter we made \$100,000 in the GO Bond that we have invested. We feel comfortable financially that some of these changes that we are making to the building

are in the best interest in the long term for the building, and we can easily accommodate without sacrificing any other projects.

As you know we currently are in Phase One of the Reimagined Tweddle Park. Part of Phase One is to raise the site for the elevation of the tennis courts. We have already had two (2) meetings with two (2) different contractors. David Gerrits from Gerrits Construction is working on getting us those change orders. We may be bringing a substitute for the artificial turf. There are some really cool creative things happening in the tennis community, we are looking at those things.

Hope to bring you something in your June meeting about the Phase One award.

Phase Two of that project is the award of the stormwater retrofit of pump station #1. Met with Craig A. Smith last week and with their timeline to deliver their bid documents, we can go out to bid for the retrofit of the pump station. We were able to receive grant dollars for this project. We hope that by June, there will be a contract to approve, and then we will go bidding during the Summer Recess, so by your August or September meeting you will award a contract for design.

The Town Attorney, Mayor, Lissett Rovira, and Hotwire have been working on the contract negotiations. We are almost there. In working with the Mayor, and him allowing me to come up with a reasonable solution and approach for a big-ticket item, I feel very comfortable to bring to the Council something at the May meeting for the installation and purchase of posts in Town. We will be responsible for the posts on the interior of Town and Hotwire will be responsible for the installation of the difficult ones on the Intracoastal and the Ocean. Also have asked Hotwire to advance the camera purchasing for A1A project. A1A is a priority.

**Councilmember Einstein** spoke on the contracts that the residents have gotten with hotwire concerning the addition of cable service.

**Town Manager** stated that what the Councilmember is referring to is when the Town negotiated the Wi-Fi internet and cable service, the Mayor and him and the attorney negotiated that if a certain percentage of the residents elected to have cable and streaming service they would get a discount from published retail rates. We did not even come close to meet that goal. Hotwire is so good at being flexible, because there are still over one hundred homes that have not signed up for service. They have kept that window open, but we are nowhere near or close to that number. What happened is that your agreement is up, it has been over a year and now you are seeing your prices go back to the regular retail market value not the discounted one. The good news is that if enough residents sign up for streaming service, Hotwire will come back and honor that commitment and provide the discount.

**Councilmember Einstein** asked what is the primary reason people have not gotten the streaming service.

**Town Manager** stated that the way we watch TV has evolved and the residents are probably using other platforms for video viewing. Most TVs today come with a streaming service included. As long as you have Wi-Fi, you will be able to find something on your TV to watch.

## **O. CONSENT AGENDA**

### **2. Official Minutes of the March 21, 2023 Regular Town Council Meeting**

**Consensus vote 4 Ayes, 0 Nays.** Item O2 passes.

**P. TOWN RESOLUTIONS**

**3. A Resolution of the Town Council Approving An Application for Waiver of Plat for 254 and 260 Ocean Boulevard.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING AN APPLICATION FOR WAIVER OF PLAT FOR THE PROPERTIES LOCATED AT 254 AND 260 OCEAN BOULEVARD; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 3  
Resolution No. 2865.23

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2865.23

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Mendal, and on roll call the following vote ensued:

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

The motion passed.

**Councilmember Einstein** asked if there is a property that met all of the criteria, are there some items that do not have to come to the Council.

**Town Manager** stated that he used to approve all of the waivers without Council approval. Not sure why but now we bring it all to the Council.

**Assistant Town Manager** stated that when they have to go to the County level, the County now requires a resolution from the Council approving the waiver.

**4. A Resolution of the Town Council Authorizing the Purchase of Three Portable Pumps to Alleviate Flooding in Town.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE AGREEMENT FOR AND PURCHASE OF THREE (3) PORTABLE PUMPS From MWI PUMPS TO ALLEVIATE FLOODING IN THE TOWN; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 2-275 OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 4

Resolution No. 2866.23

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2866.23

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Mendal, and on roll call the following vote ensued:

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

The motion passed.

**Town Manager** stated that the Town applied for a grant provided by the State and was awarded the grant. The reason we are waiving competitive bidding is because the State has allowed us, because of the time period to purchase the equipment, and has agreed that we can use the proposal from the manufacturer. We are purchasing three (3) brand new pumps from NWI with the specifications from the engineers. We are waiving the competitive bid process because we are considering this a sole source from NWI and the State has agreed through its agreement that allows us to do so.

**Councilmember Lusskin** stated that she is amazed at how well the pumps work.

**Town Manager** stated that the pumps are noisy. So we do recognize that there is some noise pollution, but it is not for a long time. We will put them on floats to help with this. They have an automatic shutoff when there is no more water in the basin. We have done that to alleviate the noise pollution to the immediate property owners.

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

Mayor Glenn Singer:

- Crosswalk and Traffic Light at Terracina Avenue

It was introduced to him by Sunny Isles. They have been pushing for a crosswalk and a traffic light on Terracina Avenue.

**Mr. Jerry Joseph, Vice Mayor of Sunny Isles** spoke on the item. Have been in communication with FDOT and will meet on Thursday to urge DOT to do their traffic study and they need to know that the community is desirous to have this passed.

**Mayor Singer** stated that there are pros and cons to it. When you leave town hall from Terracina Avenue there is no way to go north. You have to go down three blocks and make a U-turn. That is the positive for it. The negative is that traffic is so bad already and the density in Sunny Isles is ridiculous. The traffic is unbelievable and this is the light time of the year. By adding that traffic light, it is going to slow down traffic even further. It is close to the next traffic light and that is probably one of their reasons to reject it.

**Town Manager** stated that we have gone through this exercise before on three (3) different occasions. Each time that the Town has gone it alone, DOT's response is that

it is too close to the other light. However, it seems that because of pedestrian safety on the state highways, there is an interest from the state to explore this. My recommendation to the community and the Council is that we ask for the study as one of the conditions that we must make should the state provide a traffic light. I would be opposed to the light being a pedestrian light. If it is a pedestrian only cross walk, I think that we should be against it as a community.

My recommendation is that we support the traffic study and state that the light must be a synchronized light. Miami-Dade County for the past twenty years has been pushing to synchronize all major highways in South Florida as part of the traffic synchronization program. It would make sense that if a traffic light were to be installed that it allow with northbound turning and synchronized with the other three lights here.

**Mayor Singer** asked for Lt. Diaz's opinion.

**Lt. Diaz** stated that he thinks it is a good idea because we have a lot of pedestrians crossing there, especially during the holidays. It is a matter of time before something bad happens and I would rather not have that happen.

**Town Manager** stated that two weeks ago, he met with the President and Past President of Golden Gates Estates and they are looking for our support for the light. Regalia is also asking for this. Their residents have a very difficult time leaving their property. They are looking for our support and I think that we as a community it makes good pedestrian safety sense and ease of traffic. Town Manager spoke on Vice Mayor Bernstein's behalf who stated to him that he is excited for this study. The Mayor has spoken to the Secretary of the District who is also supportive of the study. We should be in favor of the study, it needs to be a steadfast and traffic controlled device for vehicular and pedestrian traffic, and finally it must be synchronized.

**Vice Mayor of Sunny Isles Joseph** spoke about there being a pedestrian crosswalk on A1A right before the William Lehman Causeway, but now it is a full stop.

**Town Manager** stated that it is appropriate for the Mayor and Council to make a motion to draft a resolution supporting this endeavor.

**Mayor Singer** made the motion for the resolution to be drafted with the stipulations they have stated, **Councilmember Mendal** seconded the motion.

**Consensus vote 4 ayes, 0 nays.**

**Town Manager** stated that our easement will have a turning area to come in and out of the building.

Vice Mayor Kenneth Bernstein:  
None Requested

Councilmember Bernard Einstein:  
None Requested

Councilmember Judy Lusskin:  
None Requested

Councilmember Jaime Mendal:

None Requested

Town Manager Alexander Diaz

- Wellness Center

Wanted to remind the community that we did get a \$7-million GO Bond approved for a variety of projects for the community, the most important of which is the Wellness Center. We are currently anticipating a budget of \$5.5 Million for the Wellness Center. Given that budget, it forces us to work backwards to create a facility that meets the expectations of our community. What we are struggling with is how do we want to move the project forward.

We know that the building may come in around 8900 square feet. We want to be careful that if we do a design to build that someone not design a building that you fall in love with that we cannot build or afford. We built the Civic Center using a design build process that yielded excellent results. Over the next month or two, the Attorney and I will be looking at the state code about going out to bid for architectural services, but have not made any final decisions.

Have a defined amount of money allocated for the project and a defined scope and allow the Attorney, Mayor and I to bring you the best and most responsible way to move forward with this project. We do not have anything beyond the \$5.5 Million. During the summer we will be bringing you a variety of floor plans and facility planning so you can bring to us what you are envisioning for the facility. We do not anticipate any Wellness Center award until the end of the year. Right now, our priority is delivering you the Civic Center, phase one of Tweddle Park, delivering the Pump Station and then after the summer break coming to you with a recommendation in terms of how you wish to proceed with this project. We wanted to keep the conversation open, and that is where we are today with our thought project.

**Mayor Singer** reminded everyone that the next meeting is on May 16<sup>th</sup> at 6 p.m.

## **R. ADJOURNMENT:**

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

Consensus vote 4 Ayes 0 Nays. Motion passes.

The meeting adjourned at 7:07 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

---

**Date:** May 16, 2023

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

**From:** Lissette Perez,   
Town Clerk

**Subject:** **Resolution No. 2868.23 – Appointing Members to the Town of Golden Beach – Building Regulation Advisory Board**

---

Item Number:

2

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2868.23 as presented.

### **Background:**

On December 13, 2005 the Town Council of the Town of Golden Beach adopted Ordinance No. 499.05, amending Division 3, "Building Regulation Advisory Board", of Article III, "Boards, Committees, Commissions", of the Town Code of Ordinances, by modifying the composition, organization and duties of the Town's Building Regulation Advisory Board. The Board is comprised of five members and two alternate members appointed by the Town Council. The members serve a one-year term beginning on May 16, and allowing for reappointment.

### **Fiscal Impact:**

None

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2868.23**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA; APPOINTING MEMBERS TO THE TOWN OF GOLDEN BEACH BUILDING REGULATION ADVISORY BOARD PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on December 13, 2005, the Town Council of the Town of Golden Beach adopted Ordinance No. 499.05, amending Division 3, "Building Regulation Advisory Board", of Article III, "Boards, Committees, Commissions", of the Town Code of Ordinances, by modifying the composition, organization and duties of the Town's Building Regulation Advisory Board (the "Board"); and

**WHEREAS**, the Town Council appointed Jerome Hollo, Isaac Murciano, Judy Mimoun, Zvi Shiff, and Alan Macken to serve as members of the Board, and Eric Cohen and Stephanie Halphen to serve as alternate members of the Board for one year terms, all of which have now expired: and

**WHEREAS**, the Town Council wishes to make new appointments to the Board.

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

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

**Section 2. Appointment and Term.** That the Town Council hereby re-appoints Jerome Hollo, Isaac Murciano, Zvi Shiff, Alan Macken and appoints Michael Klinger to serve as members of the Board, and re-appoints Judy Mimoun and Stephanie

Halphen to serve as alternate members of the Board for a term of one year beginning on the effective date of this resolution.

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

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

Sponsored by **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 Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 16<sup>th</sup> day of May, 2023.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

---

**Date:** May 16, 2023

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

**From:** Lissette Perez,  
Town Clerk

**Subject:** Resolution No. 2869.23 Appointing One Member to the Town  
of Golden Beach – Security and Public Safety Advisory  
Committee

Item Number:

3

---

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2869.23 as presented.

### **Background:**

On December 13, 2005 the Town Council of the Town of Golden Beach adopted Ordinance No. 498.05, codifying the establishment of the Security and Public Safety Advisory Committee. The Committee is comprised of up to five members appointed by the Town Council. The member will serve a one-year term beginning on May 16, 2023 and allowing for reappointment.

### **Fiscal Impact:**

None

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2869.23**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA; APPOINTING ONE MEMBER TO THE TOWN OF GOLDEN BEACH SECURITY AND PUBLIC SAFETY ADVISORY COMMITTEE PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on December 13, 2005, the Town Council of the Town of Golden Beach adopted Ordinance No. 498.05, codifying the establishment of the Security and Public Safety Advisory Committee (the "Committee"); and

**WHEREAS**, the Town Council wishes to make the following appointments to the committee: Jeffrey Sonn.

**WHEREAS**, Mr. Sonn will serve as member of the Committee for a one-year term; and

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

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

**Section 2. Appointment and Term.** That the Town Council hereby appoints Jeffrey Sonn to serve as member of the Committee for an initial term of one year beginning on May 16, 2023.

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

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

Sponsored by **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 Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 16<sup>th</sup> day of May, 2023.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** May 16, 2023

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

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

**Subject:** Resolution No. 2870.23 – Employment Agreement with Marie Talley

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Item Number:

4

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2870.23 as presented.

### **Background:**

Ms. Talley recently retired from working with the Town, however she has agreed to come back on a contract basis to assist the Town as we transition into the new Civic Center Building.

The contract, attached as Exhibit A, calls for a one year agreement with Ms. Talley beginning on April 11, 2023 through April 10, 2024.

### **Fiscal Impact:**

The contract calls for an hourly rate of \$35.00 per hour, health insurance coverage provided in the same manner as afforded to non-contracted employees, deferred compensation, paid time off, and Holidays as stipulated.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2870.23**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT FOR CONTRACT EMPLOYEE MARIE TALLEY TO PROVIDE SUPPORT SERVICES IN THE ADMINISTRATIVE AND RESIDENT SERVICES DEPARTMENTS; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council wishes to engage Marie Talley (the "Contractor") to provide support services in the Administrative and Resident Services departments on a contract basis, and;

**WHEREAS**, the Contractor desires to provide her special expertise to the Town for the benefit of the Administrative and Resident Services Departments, and;

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to engage the Contractor under the terms of the Agreement for Contract Support Services (the "Agreement") as attached as Exhibit "A".

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

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

**Section 2. Approval of Agreement.** The Town Council hereby approves the Agreement attached as Exhibit "A" to this Resolution.

**Section 3. Implementation.** The Town Council authorizes Town Manager to execute the Agreement and the Town Manager to take all action necessary to implement the Agreement.



**Section 4. Effective Date.** That 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 Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____
Councilmember Judy Lusskin	_____
Councilmember Bernard Einstein	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 16<sup>th</sup> day of May, 2023.

ATTEST:

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

**CONTRACT EMPLOYEE SERVICES AGREEMENT BETWEEN THE TOWN OF  
GOLDEN BEACH AND MARIE TALLEY FOR  
CONTRACT SUPPORT SERVICES**

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of April, 2023 ("Effective Date") by and between the TOWN OF GOLDEN BEACH, a municipal entity ("TOWN") and MARIE TALLEY ("CONTRACT EMPLOYEE").

**WITNESSETH:**

**WHEREAS**, TOWN has the need to utilize the services of a Contract Employee as an independent contractor to provide Support Services in the Administration and Resident Services Departments; and

**WHEREAS**, Contract Employee asserts that she is competent, trained and qualified currently to perform the duties of a Support Services Assistant; and

**WHEREAS**, the parties desire to enter into this Agreement to outline the duties and responsibilities of the parties,

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **SCOPE OF SERVICES.** Contract Employee is hereby retained on a bi-weekly basis, to provide support services assistance in the Town of Golden Beach.

1.2. Professional Practices. All professional services to be provided by CONTRACT EMPLOYEE pursuant to this Agreement shall be provided by personnel identified in the Proposal and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional CONTRACT EMPLOYEE in similar fields and circumstances in accordance with sound professional practices. CONTRACT EMPLOYEE also warrant that they are familiar with all laws that may affect its performance of this Agreement and shall advise TOWN of any changes in any laws that may affect CONTRACT EMPLOYEES' performance of this Agreement.

1.3. Warranty. CONTRACT EMPLOYEES warrant that they shall perform the services required by this Agreement in compliance with all applicable Federal and Florida employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. CONTRACT EMPLOYEES shall indemnify and hold harmless TOWN from and against all claims, demands, payments, suits,

actions, proceedings, and judgments of every nature and description including reasonable attorneys' fees and costs, presented, brought, or recovered against TOWN for, or on account of any liability under any of the above-mentioned laws, arising from or related to CONTRACT EMPLOYEES' performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, CONTRACT EMPLOYEE shall not engage in, nor permit their officers, employees or agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, mental or physical disability, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. CONTRACT EMPLOYEE acknowledge that TOWN may enter into agreements with other CONTRACT EMPLOYEES for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of TOWN.

1.7. Conflicts of Interest. During the term of this Agreement, CONTRACT EMPLOYEE shall at all times maintain a duty of loyalty and a fiduciary duty as to the TOWN and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the TOWN.

2. **TERM**. The term of this Agreement shall begin on April 18, 2023 and terminate at midnight on April 17, 2024.

3. **COMPENSATION AND EXPENSES**. For the term of this Agreement, CONTRACT EMPLOYEE shall be compensated for her services at \$35.00 an hour. CONTRACT EMPLOYEE agrees to provide services for a minimum of 20 hours and a maximum of 24 hours per week. CONTRACT EMPLOYEE shall not be entitled to any compensation, leave accruals, retirement or other benefits beyond the aforementioned hourly rate of pay; health insurance and deferred compensation. The Town shall provide Contract Employee with a deferred compensation dollar-to-dollar match at 10% of annual compensation. The Town shall provide the CONTRACT EMPLOYEE with the same health insurance as its regular employees.

The premium paid by the Town shall be 100% of the full single coverage premium for the employee, including any increases in said premium during the term of this Agreement.

The Town will offer dependent health insurance coverage to its regular full-time employees. The Town will pay 50% of the premium for dependent coverage for those employees who elect said coverage. The health insurance company shall be selected by the Town in its sole discretion, and the Town may change insurance companies at its discretion. In the event the Town changes insurance companies, the Town will attempt to provide sixty (60) days' notice prior to any change in health insurance companies. In the event the Town decides to change insurance companies, the Town will request the new company to cover all employee pre-existing conditions.

4. **TERMINATION.** Under the terms of this Agreement, Contract Employee serves in an "at will" capacity and may be terminated at any time, with or without cause, and Contract Employee may resign at any time. Nothing in this Agreement shall be construed as creating any vested right in the position of Support Services Contract Employee or in employment with the TOWN.

5. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties. Any correspondence, letters, documents, or discussions leading up to this Agreement or in any way made between the parties or their agents are replaced and superseded by this Agreement.

6. **COMPLIANCE WITH LAWS.** The parties hereto shall comply with applicable laws of the United States of America, the State of Florida, and all other applicable laws.

7. **GOVERNING LAW.** This Agreement shall be enforced and interpreted under the laws of the State of Florida.

8. **ATTORNEY'S FEES.** In any litigation relating to this Agreement, the prevailing party shall be entitled to reasonable attorney fees. The cost, salary, and expenses of the Town Attorney and members of his/her office in enforcing this contract on behalf of the TOWN shall be considered "attorney's fees" for the purposes of this paragraph.

9. **SEVERABILITY.** If any portion of this Agreement is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Agreement or any provision hereof shall not be affected.

10. **WAIVER.** Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

11. **AMENDMENT.** This Agreement may only be amended by a written instrument executed by the parties hereto, and may not be amended by oral agreement.

12. **ASSIGNMENT.** This Agreement shall not be assigned by Contract Employee, without prior written consent of the Town.

13. **INDEMNIFICATION AND HOLD HARMLESS.** CONTRACT EMPLOYEES shall protect, defend, indemnify and hold harmless TOWN and its elected and appointed officials, boards, commissions, and officers, attorneys, agents and employees from any and all claims, losses, demands suits, administrative actions, penalties, liabilities and expenses, including reasonable attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not limited to, all civil claims or workers' compensation claims arising from or in any way related to CONTRACT EMPLOYEES performance under this Agreement, except when caused solely by the Town's negligence.

14. **INDEPENDENT CONTRACTOR STATUS.** CONTRACT EMPLOYEE is a Contract Employee and not a regular employee of the Town of Golden Beach. The Contractor Employee has no rights, benefits, or privileges on any other labor organization. The CONTRACT EMPLOYEE shall be a "SUPPORT SERVICES ASSISTANT" for the Town of Golden Beach Administration and Resident Services Departments for support services for the Town of Golden Beach. The CONTRACT EMPLOYEE's compensation is based upon performing and completing work and upon time spent in completing any particular assignment. As a convenience to the CONTRACT EMPLOYEE, the TOWN shall be responsible for the payment of income taxes, social security-payments, Medicare obligations, as well as all other financial obligations incumbent upon the CONTRACT EMPLOYEE because of compensation under this AGREEMENT.

15. **CONFLICT OF INTEREST; DUTY TO DISCLOSE:** The CONTRACT EMPLOYEE must, prior to the execution or extension of this AGREEMENT and throughout its term, make written disclosure to the TOWN of any potential conflict of interest involving the CONTRACT EMPLOYEE or any relative of CONTRACT EMPLOYEE, or any person, firm or entity doing business with or soliciting business from the TOWN. A "conflict of interest" means

any business relationship or other situation where a reasonable person might perceive that the CONTRACT EMPLOYEE or any of their relatives could lead to disregard the interest of the TOWN. The CONTRACT EMPLOYEE must not disclose procurement information or proprietary CONTRACT EMPLOYEE information to any person, firm or entity not employed by the TOWN during any TOWN procurement process.

16. **RESPONSIBILITY FOR ERRORS.** CONTRACT EMPLOYEES shall be responsible for their work and results under this Agreement. CONTRACT EMPLOYEES, when requested, shall furnish clarification and/or explanation as may be required by the TOWN's representative, regarding any services rendered under this Agreement at no additional cost to the TOWN. In the event that an error or omission attributable to CONTRACT EMPLOYEES occurs, then CONTRACT EMPLOYEES shall, at no cost to the TOWN, provide all other professional services necessary to rectify and correct the matter to the sole satisfaction of the TOWN and to participate in any meeting required with regard to the correction.

17. **PROHIBITED EMPLOYMENT.** CONTRACT EMPLOYEES shall not employ any current employee of the TOWN to perform the work under this Agreement while this Agreement is in effect.

18. **COSTS.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

19. **NO THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is entered into for the sole benefit of the TOWN and CONTRACT EMPLOYEE and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

**CONTRACT EMPLOYEE SERVICES AGREEMENT BETWEEN THE TOWN OF  
BEACH AND MARIE TALLEY FOR  
SUPPORT CONTRACT EMPLOYEE SERVICES**

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and date first above written.

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Name  
Marie Talley

Date: \_\_\_\_\_, 2023

TOWN OF GOLDEN BEACH

By: \_\_\_\_\_  
Name  
Town Manager

ATTEST:

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

APPROVED AS TO FORM:

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



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** May 16, 2023

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

**From:** Alexander Diaz,  
Town Manager

Item Number:

5

**Subject: Resolution No. 2871.23 - Approving an Interlocal Agreement  
Between the Town and Miami-Dade County for the  
Enforcement of Civil Penalties for Code Violations**

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2871.23 as presented.

### **Background:**

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

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

### **Fiscal Impact:**

There is no cost to the Town to participate.



**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2871.23**

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

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

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

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

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

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

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

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

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

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

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

Sponsored by the **Town Administration**

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 16<sup>th</sup> day of May, 2023.

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, FLORIDA**

**AND**

**THE TOWN OF GOLDEN BEACH**

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

This Interlocal Agreement (“Agreement”) is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter “COUNTY”) and the Town of Golden Beach (hereafter “PARTICIPATING ENTITY”).

**WITNESSETH**

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

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

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

**I. CODE SECTIONS SUBJECT TO ENFORCEMENT**

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

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

**II. AUTHORIZED AGENTS**

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

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

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

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

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

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

**V. TERM OF AGREEMENT AND RENEWALS**

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

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

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

**VII. DEFAULT**

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

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

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

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

**VIII. TERMINATION**

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

**IX. GOVERNING LAW**

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



**X. ENTIRETY OF AGREEMENT**

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

**XI. HEADINGS**

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

**XII. RIGHTS OF OTHERS**

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

**XIII. REPRESENTATION OF THE ENFORCEMENT ENTITY**

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

**XIV. REPRESENTATION OF COUNTY**

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

**XV. WAIVER**

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

**XVI. INVALIDITY OF PROVISIONS, SEVERABILITY**

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

**XVII.        NOTICE**

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

Alexander Diaz, Golden Beach Manager  
Town of Golden Beach  
1 Golden Beach Drive  
Golden Beach, FL  
33160

with copy to:

Stephen Helfman, Golden Beach Attorney  
Town of Golden Beach  
1 Golden Beach Drive  
Golden Beach, FL  
33160

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

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

with copy to:

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

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



**TOWN OF GOLDEN BEACH**

---

Alexander Diaz  
Town Manager

Date

ATTEST:

---

Lissette Perez  
Town Clerk

Date

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

---

Stephen Helfman  
Town Attorney

Date



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** May 16, 2023

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

**From:** Alexander Diaz,  
Town Manager

**Subject:** **Resolution No. 2872.23- Authorizing the Expenditure of \$1.7-million from the Law Enforcement Trust Fund (LETf) monies for Civic Center Construction and Unique Equipment**

Item Number:

6

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2872.23 as presented.

### **Request:**

It is requested that the Town authorize the expenditure of Law Enforcement Trust Fund (LETf) monies as proposed in the FY 22-23 Budget, specifically associated with the construction and unique equipment for the new Town Civic Center.

### **Background:**

As part of the Town's Civic Center Complex Master Plan, the Town has constructed Police Administrative offices, a landfall team police bunker and a police training facility.

The Town's Law Enforcement Trust Fund account contains monies forfeited in both State and Federal task force investigations that have included officers of the Golden Beach Police Department. State or federally seized LETf monies can be used to pay for this service.

This Item authorizes the use of LETf Funds to cover some of the costs of the construction of the Civic Center Building.

### **Financial Impact:**

\$1.7-million from the Town's Law Enforcement Trust Fund (LETf) towards the total Contract costs of \$7,086,548.74.

**Attachments:** Agenda Item Resolution, & LETf Affidavit

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2872.23**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE EXPENDITUE OF LAW ENFORCEMENT TRUST FUND (LETF) MONIES FOR COSTS ASSOCIATED WITH THE CONSTRUCTION AND UNIQUE EQUIPMENT OF THE NEW CIVIC CENTER BUILDING; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town is currently constructing a new Civic Center complex for the residents of Golden Beach which will house Police Administrative Personnel and a Landfall Team Bunker / Police Training Facility; and

**WHEREAS**, the Town has allocated \$1,700,000.00 of LETF monies for costs associated with the construction and equipment of this project; and

**WHEREAS**, the Town's Law Enforcement Trust Fund account (the "LETF") includes assets forfeited to the Town by authority of the Florida Contraband Forfeiture Act and by the Federal Asset Forfeiture Statutes; and

**WHEREAS**, the Town Council desires to utilize available LETF funds to pay for additional associated construction and equipment cost; and

**WHEREAS**, the monies contained in the LETF are the result of seized assets from both investigations by the Town's Police Department and joint investigations with other law enforcement agencies – not from tax revenue; and

**WHEREAS**, the Chief of Police has recommended that the \$1,700,000 million cost be taken from the Town's LETF as specifically authorized by law; and

**WHEREAS**, the Chief of Police certifies that this expenditure complies with § 932.7055, Florida Statutes, and / or the Federal Seizure statutes in that the funds will be used for an appropriate law enforcement purpose; and

**WHEREAS**, the Chief of Police certifies that the Town's LETF is not being used as a normal source of revenue for the Town Police Department; and

**WHEREAS**, the Chief of Police certifies that the Town's LETF was not considered in the adoption and approval of the Police Department budget; 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. Use of LETF Authorized.** That the use of LETF funds is hereby authorized and approved.

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

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

**Sponsored by the 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 Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____
Councilmember Judy Lusskin	_____



**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 16<sup>th</sup> day of May, 2023.

---

MAYOR GLENN SINGER

ATTEST:

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LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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STEPHEN J. HELFMAN  
TOWN ATTORNEY

**AFFIDAVIT**

**STATE OF FLORIDA:**

**: SS**

**COUNTY OF MIAMI-DADE:**

Before me, this day personally appeared Rodolfo Herbello who deposes and says that:

*“I, Rodolfo Herbello, Chief of Police, Town of Golden Beach, do hereby certify that:*

1. *This request for expenditures specifically is authorized by law and will be used for an appropriate law enforcement purpose;*
  - a. *this request for a \$1.7-million expenditure from the Town of Golden Beach’s Law Enforcement Trust Fund (LETf) to be used for the construction and unique equipment for the new Town Civic Center complies with the provisions of Florida State Statute 932.7055, known as the Law Enforcement Trust Fund (LETf), as amended or,*
  - b. *it complies with the requirements of the Federal Asset Forfeiture Statutes under the U.S. Department of Justice publication titled “Guide to Equitable Sharing for State and Local Law Enforcement Agencies” which specifically provides that the equitably shared forfeited asset funds resulting from the participation of a local agency in investigations with Federal law enforcement agencies may be utilized by the participating local agency to acquire law enforcement equipment or certain resources for use by law enforcement personnel that supports law enforcement activities.*
2. *The Town’s Law Enforcement Trust Fund is not being used as a normal source of revenue for the Town’s Police Department; and*
3. *The Town’s Law Enforcement Trust Fund was not considered in the adoption and approval of the Police Department budget.”*

Rodolfo Herbello  
Chief of Police  
Golden Beach Police Department

Subscribed and sworn to before me this 11<sup>th</sup> day of May, 2023 by  
Rodolfo Herbello who is personally known to me.

**NOTARY PUBLIC  
STATE OF FLORIDA  
AT LARGE**



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** May 16, 2023

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

**From:** Alexander Diaz,  
Town Manager

Item Number:

7

**Subject:** Resolution No. 2873.23- Accepting the proposed Amendment to the Town's observed holiday's list in the Employee Manual for the Town of Golden Beach

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2873.23 as presented.

### **Background:**

The Town last updated the Employee manual in May 2022 to include the Juneteenth holiday, (observed annually on June 19<sup>th</sup>). At the time, Miami-Dade County had also established a new paid legal holiday – the Law Enforcement Appreciation Day (observed May 13, 2022 and the Friday before National Police Week in every year thereafter). The request for Law Enforcement Appreciation Day was pulled as it was a relatively new holiday and had not yet been adopted by a considerate amount of local municipalities.

Given the recent string of events that have occurred in Golden Beach and in our neighboring municipalities, and as a show of support for the members of our police department and all of the staff at Town Hall, the Administration is recommending that the Town observe this holiday.

The Town currently observes 15 paid legal holidays and one floating holiday (the employee's birthday).

### **Fiscal Impact:**

None

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2873.23**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S EMPLOYEE MANUAL TO PROVIDE FOR THE ADDITION OF LAW ENFORCEMENT APPRECIATION DAY AS A PAID LEGAL HOLIDAY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the current Employee Manual has been in place in its current form since 2022; and

**WHEREAS**, Miami-Dade County has designated Law Enforcement Appreciation Day as a paid county holiday, as set forth in the attached Exhibit "A"; and

**WHEREAS**, the Town Council finds that recognizing Law Enforcement Appreciation Day as part of the Town's list of observed holidays in the best interest of the Town.

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

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

**Section 2. Authorization.** That the Employee Manual is hereby amended to include the Law Enforcement Appreciation Day holiday.

**Section 3. Implementation.** 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 Kenneth Bernstein	_____
Councilmember Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 16<sup>th</sup> day of May, 2023.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

## MEMORANDUM

Agenda Item No. 11(A)(1)

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**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** April 5, 2022


**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution declaring Law  
Enforcement Appreciation Day  
in Miami-Dade County on May  
13, 2022 and the Friday before  
National Police Week in every  
year thereafter

Resolution No. R-329-22

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The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz, and Co-Sponsors Senator René García, Commissioner Sally A. Heyman, Commissioner Danielle Cohen Higgins, Commissioner Eileen Higgins, Commissioner Joe A. Martinez, Commissioner Raquel A. Regalado and Commissioner Rebeca Sosa.

  
\_\_\_\_\_  
Geri Bonzon-Keenan  
County Attorney

GBK/uw



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** April 5, 2022

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(1)  
4-5-22

RESOLUTION NO.                     R-329-22                    

RESOLUTION DECLARING LAW ENFORCEMENT  
APPRECIATION DAY IN MIAMI-DADE COUNTY ON MAY  
13, 2022 AND THE FRIDAY BEFORE NATIONAL POLICE  
WEEK IN EVERY YEAR THEREAFTER

**WHEREAS**, law enforcement officers bravely serve and protect our communities every day; and

**WHEREAS**, law enforcement officers are committed to protecting their communities, even in the face of personal risk to their own lives and safety; and

**WHEREAS**, the work that law enforcement officers do is critical to the safety and security of Miami-Dade County residents; and

**WHEREAS**, in Miami-Dade County, law enforcement officers have worked throughout the global public health emergency caused by coronavirus disease 2019 (COVID-19) to keep our communities safe and secure; and

**WHEREAS**, law enforcement officers have also had to contend with an increase in gun violence in Miami-Dade County, and continue to tirelessly work to promote a safe environment and maintain order; and

**WHEREAS**, since 1962, May 15 has been designated as Peace Officers Memorial Day and the calendar week during which May 15 occurs has been designated as National Police Week; and

**WHEREAS**, the annual observance of National Police Week recognizes the service given every day by the men and women of law enforcement; and



**WHEREAS**, this Board wishes to specifically recognize and show appreciation for law enforcement in Miami-Dade County by declaring the Friday before National Police Week as Law Enforcement Appreciation Day in Miami-Dade County; and

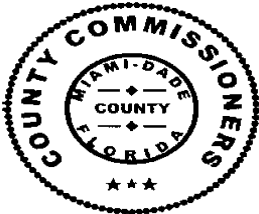
**WHEREAS**, in 2022, National Police Week will begin on Sunday, May 15 and end on Saturday, May 21,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby declares Law Enforcement Appreciation Day in Miami-Dade County on May 13, 2022 and the Friday before National Police Week in every year thereafter.

The Prime Sponsor of the foregoing resolution is Chairman Jose “Pepe” Diaz, and the Co-Sponsors are Senator René García, Commissioner Sally A. Heyman, Commissioner Danielle Cohen Higgins, Commissioner Eileen Higgins, Commissioner Joe A. Martinez, Commissioner Raquel A. Regalado and Commissioner Rebeca Sosa. It was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

	Jose “Pepe” Diaz, Chairman	<b>aye</b>	
	Oliver G. Gilbert, III, Vice-Chairman	<b>aye</b>	
Sen. René García	<b>aye</b>	Keon Hardemon	<b>aye</b>
Sally A. Heyman	<b>aye</b>	Danielle Cohen Higgins	<b>aye</b>
Eileen Higgins	<b>aye</b>	Joe A. Martinez	<b>aye</b>
Kionne L. McGhee	<b>aye</b>	Jean Monestime	<b>aye</b>
Raquel A. Regalado	<b>aye</b>	Rebeca Sosa	<b>aye</b>
Sen. Javier D. Souto	<b>aye</b>		

The Chairperson thereupon declared this resolution duly passed and adopted this 5<sup>th</sup> day of April, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

**Basia Pruna**  
By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "Anita Viciano Zapata", is written over a horizontal line.

Anita Viciano Zapata

# MEMORANDUM

Agenda Item No. 11(A)(2)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** April 5, 2022

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution directing the County Mayor to recognize and designate Law Enforcement Appreciation Day as a paid County holiday to be observed on the Friday before National Police Week of each year for non-bargaining employees and all other employees covered by collective bargaining agreements whose agreements provide for this holiday; directing that the County Mayor implement the Law Enforcement Appreciation Day holiday for 2022 for County employees working within collective bargaining units by obtaining the written consent of the applicable collective bargaining agents; and directing the County Mayor to negotiate the inclusion of the annual Law Enforcement Appreciation Day holiday in the County's collective bargaining agreements

Resolution No. R-281-22

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz and Co-Sponsor Commissioner Kionne L. McGhee.



\_\_\_\_\_  
Geri Bonzon-Keenan  
County Attorney

GBK/uw



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** April 5, 2022

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved Danielle Lane Carr Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(2)  
4-5-22

RESOLUTION NO. R-281-22

RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECOGNIZE AND DESIGNATE LAW ENFORCEMENT APPRECIATION DAY AS A PAID COUNTY HOLIDAY TO BE OBSERVED ON THE FRIDAY BEFORE NATIONAL POLICE WEEK OF EACH YEAR FOR NON-BARGAINING EMPLOYEES AND ALL OTHER EMPLOYEES COVERED BY COLLECTIVE BARGAINING AGREEMENTS WHOSE AGREEMENTS PROVIDE FOR THIS HOLIDAY; DIRECTING THAT THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE IMPLEMENT THE LAW ENFORCEMENT APPRECIATION DAY HOLIDAY FOR 2022 FOR COUNTY EMPLOYEES WORKING WITHIN COLLECTIVE BARGAINING UNITS BY OBTAINING THE WRITTEN CONSENT OF THE APPLICABLE COLLECTIVE BARGAINING AGENTS; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE THE INCLUSION OF THE ANNUAL LAW ENFORCEMENT APPRECIATION DAY HOLIDAY IN THE COUNTY'S COLLECTIVE BARGAINING AGREEMENTS

**WHEREAS**, law enforcement officers bravely serve and protect our communities every day, even in the face of personal risk to their own lives and safety; and

**WHEREAS**, the work that law enforcement officers do is critical to the safety and security of Miami-Dade County residents; and

**WHEREAS**, since 1962, May 15 has been designated as Peace Officers Memorial Day and the calendar week during which May 15 occurs has been designated as National Police Week; and

**WHEREAS**, this Board is committed to recognizing and showing appreciation for law enforcement in Miami-Dade County; and

**WHEREAS**, to that end, in a companion resolution, this Board has declared the Friday before National Police Week as Law Enforcement Appreciation Day in Miami-Dade County; and

**WHEREAS**, recognizing and designating Law Enforcement Appreciation Day as a paid County holiday to be observed on the Friday before National Police Week of every year reflects the importance of Law Enforcement Appreciation Day and celebrates the critical work of law enforcement in Miami-Dade County; and

**WHEREAS**, this Board wishes to ensure that the Law Enforcement Appreciation Day holiday is implemented for all employees in 2022, and concludes that it is in the best interest of the County to take such action as is necessary to provide the Law Enforcement Appreciation Day holiday in 2022 for employees in units that are covered by a collective bargaining agreement by obtaining the written consent of the applicable collective bargaining agents,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board:

**Section 1.** Directs the County Mayor or County Mayor's designee to recognize and designate Law Enforcement Appreciation Day as a paid County holiday to be observed on the Friday before National Police Week of each year for non-bargaining employees and all other employees covered by collective bargaining agreements whose agreements provide for this holiday.

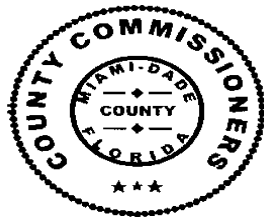
**Section 2.** Directs the County Mayor or County Mayor's designee to implement the Law Enforcement Appreciation Day holiday in 2022 for employees within collective bargaining units by obtaining the written consent of the applicable collective bargaining agents to provide the Law Enforcement Appreciation Day holiday in 2022 to bargaining unit employees.

**Section 3.** Directs the County Mayor or County Mayor’s designee to negotiate the inclusion of the annual Law Enforcement Appreciation Day holiday recognized in the companion resolution in the County’s collective bargaining agreements.

The Prime Sponsor of the foregoing resolution is Chairman Jose “Pepe” Diaz and the Co-Sponsor is Commissioner Kionne L. McGhee. It was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	<b>aye</b>		
Oliver G. Gilbert, III, Vice-Chairman	<b>aye</b>		
Sen. René García	<b>aye</b>	Keon Hardemon	<b>aye</b>
Sally A. Heyman	<b>aye</b>	Danielle Cohen Higgins	<b>aye</b>
Eileen Higgins	<b>aye</b>	Joe A. Martinez	<b>aye</b>
Kionne L. McGhee	<b>aye</b>	Jean Monestime	<b>aye</b>
Raquel A. Regalado	<b>aye</b>	Rebeca Sosa	<b>aye</b>
Sen. Javier D. Souto	<b>aye</b>		

The Chairperson thereupon declared this resolution duly passed and adopted this 5<sup>th</sup> day of April, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

**Basia Pruna**

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Anita Viciano Zapata