

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2853.22**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A FOURTH AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT ATTACHED AS EXHIBIT "A" TO THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Alexander Diaz is employed by the Town of Golden Beach (the "Town") as Town Manager pursuant to an Employment Agreement effective from and after November 10, 2010 (the "Agreement"); and

**WHEREAS**, the Town Council and the Town Manager wish to amend the Agreement by entering into the Fourth Amendment to Town Manager's Employment Agreement attached hereto as Exhibit "A" to this Resolution.

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

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

**Section 2. Approval.** The Town Council approves the Fourth Amendment to the Town Manager's Employment Agreement attached hereto as Exhibit "A."

**Section 3. Effective Date.** This Resolution shall be effective immediately upon adoption.

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, 22<sup>nd</sup> this day of November, 2022.

ATTEST:

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

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

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:** November 22, 2022

**To:** Town Council Members

**From:** Honorable Glenn Singer  
Town Mayor

Item Number:

12

**Subject: Resolution No. 2853.22- Approval of an Amendment to the Town's Manager's Employment Agreement**

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**Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2853.22 as presented.

**Background:**

We have witnessed this past year that our Manager Alexander Diaz has proven to go above what is expected of a Town Manager. Alexander has been serving as our Town Manger since his appointment in March of 2007. He is currently the longest consecutively serving City Manager in Miami-Dade, and Broward County.

During his tenure, the Town has realized significant improvements in both the values of our community and the infrastructure of our Town. In a little less than 14 years, the manager has been able to leverage a \$14.5 million-dollar General Obligation Bond to execute and deliver over \$58-million dollars in capital projects.

Just this past summer, our Manager was able to take the idea of a new bond issuance and the development of a re-imagined Tweddle Park and creation of a Wellness Center from concept to implementation. Alex's dedication to the community is unquestioned.

The list of the Manager's accomplishments are too great to list individually but there is no doubt that through his leadership the Town has developed into the most sought after community that it is today.

Although the Manager's employment contract was amended last year. After considering a new request to re-negotiate, I determined that making some adjustments to the Managers employment contract would serve the best interest of our Town and acknowledge the hard work and dedication we have come to appreciate from Alexander

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MEMO RESO 2853.22  
RE: Town Manager Fourth Contract Amendment

No one knows better than I the level of commitment, professionalism, expertise and sacrifice that Alexander has given to our Town. Alexander truly cares about Golden Beach, and with this amendment, he will have spent his career and prime years with our Town; this contract amendment codifies our commitment to Alex.

**Fiscal Impact:**

The Amendment provides for the conversion of his auto allowance to salary, provides for a 20 and out for retirement, funds his deferred compensation at the rate established by the IRS (\$19,500) and provided a post retirement insurance benefit similar to that as the Town Council, and makes some changes to the benefits and terms as enumerated in the attached Employment Agreement Amendment.

**THIRD AMENDMENT TO  
EMPLOYMENT AGREEMENT  
TOWN MANAGER**

This Fourth Amendment to Employment Agreement (“the Fourth Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the Town of Golden Beach, a Florida municipal corporation, (the “Town”) and Alexander Diaz (the “Employee”).

**RECITALS**

**WHEREAS**, Section 5.01 of the Town Charter (the “Charter”) requires that there shall be a Town Manager who is the Chief Administrative Officer of the Town; and

**WHEREAS**, the Town Council entered into an Employment Agreement (the “Agreement”) engaging the services of the Employee as the Town Manager and the Employee accepting this employment; and

**WHEREAS**, the Town and the Employee wish to revise the Agreement to address the Employee’s fringe benefits, including vehicle allowance and retirement benefits.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained in this Agreement, the Town and the Employee agree as follows:

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

**Section 2. Agreement Amended:** That Sections 5.2, 8, 9.1, 9.2, 9.3 and 10 of the Agreement are hereby amended to read as follows:

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5.2 The Employee’s original annual auto allowance of Thirteen Thousand Three Hundred and Forty Three Dollars and No Cents (\$13,343) shall be reclassified to be incorporated into the biweekly salary installment payments made to the Employee. The Employee shall also be entitled to receive the same cost of living increases as granted to other non-bargaining unit Town employees, as granted from and after November 1, 2020.

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8. The Employee shall be provided with a take home vehicle consistent with the Town's obligations relative to its take-home vehicle program/policy for non-sworn employees ~~an annual vehicle allowance of Thirteen Thousand Three Hundred and Forty Three Dollars and No Cents (\$13,343.00) during the Agreement term.~~ The Employee may also utilize his personal vehicle for Town obligations so the ~~The~~ Town shall be financially responsible for all maintenance, insurance, and other costs associated with the Employee's vehicle, which is consistent with the Town's obligations relative to its take-home vehicle program/policy.

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9.1 The Employee shall be a Member of the Town of Golden Beach Employees Pension Plan (the "Plan") and accrue benefits for future Credited Service in accordance with provisions of the Code, which among other terms defines the Normal Retirement Date for the Town Manager member as the first day of any month following the completion of twenty (20) years of Credited Service. ~~The Employee~~ ~~, and~~ may elect to participate in the Deferred Retirement Option Plan (DROP) on the same terms and conditions as the DROP plan for Police Members, in accordance with Ordinance No. 576.17, except that he may participate in the DROP upon attaining twenty (20) years of Credited Service. The Town shall pay the corresponding increase to the Actuarially Determined Contribution.

9.2 The Town shall annually contribute an amount equal to the maximum elective deferral for that taxable year ~~Seven Thousand Seven Hundred Dollars and No Cents (\$7,700.00) per year~~ into the Employee's 457 & 401K Deferred Compensation Plans with the International City Manager Association Pension Fund. Said contributions shall be deposited in equal proportionate amounts on each pay period.

9.3 The Town shall annually contribute an amount equal to the maximum elective deferral for that taxable year ~~Eight Thousand Dollars and No Cents (\$8,000.00) per year~~ into a Deferred Compensation plan or such other retirement plan or tax sheltered annuity program as may be designed by the Employee that complies with all Federal and State laws and regulations. Said contributions shall be deposited in equal proportionate amounts monthly or quarterly as approved by the Mayor.

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10.4 Upon reaching normal retirement and separating from Town service, and as permitted by Section 112.0801, Florida Statutes, the Town shall permit the Employee to continue participating in the Town's insurance plan and pay for the cost of health insurance benefits for him and any eligible dependents to the same extent paid for by the Town for the Town's active general employees.

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**Section 3. Conflicts.** To the extent that any inconsistency exists between the terms of this Second Amendment and the terms of the Employment Agreement and any prior amendments, the terms of this Second Amendment shall supersede and control. Terms not otherwise defined herein shall have the meaning set forth in the Employment Agreement. Except as specifically amended in this Second Amendment and any prior amendment, the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town, by signature of the Mayor as authorized by the Town Council in accordance with Resolution No. \_\_\_\_\_ passed on \_\_\_\_\_, has executed this Agreement the day and year first above written.

**TOWN OF GOLDEN BEACH**

By: \_\_\_\_\_  
**Glenn Singer, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lissette Perez,**  
**Town Clerk**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE OF THE TOWN OF GOLDEN BEACH ONLY:**

\_\_\_\_\_  
**Stephen J. Helfman,**  
**Town Attorney**

**TOWN MANAGER**

\_\_\_\_\_  
**Alexander Diaz**

Date \_\_\_\_\_