



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Agenda for the October 24, 2023
Special Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 897 0122 2652 Password: 567899

For Dial In Only: Call 929.205.6099 Meeting ID: 897 0122 2652

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO LPEREZ@GOLDENBEACH.US BY 2:00 P.M. TUESDAY, OCTOBER 24TH, 2023.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

E. MOTION TO SET THE AGENDA

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

F. GOOD AND WELFARE

G. MAYOR'S REPORT

H. 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
- Wellness Center Update

O. CONSENT AGENDA

- 1. Official Minutes of the June 6, 2023 Special Town Council Meeting**
- 2. A Resolution of the Town Council Approving a Mutual Aid Agreement with the City of Miami.**

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

Exhibit: Agenda Report No. 2
Resolution No. 2903.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2903.23

- 3. A Resolution of the Town Council Approving the Donation of \$10,000 to Best Buddies International.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE DONATION OF \$10,000.00 TO BEST BUDDIES INTERNATIONAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2904.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2904.23

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A NEW AGREEMENT WITH DAVID T. CASERTA GOVERNMENT RELATIONS, INC. FOR CONSULTING SERVICES FOR THE PERIOD BEGINNING NOVEMBER 1, 2023 THROUGH

OCTOBER 31, 2024; PROVIDING FOR IMPLEMENTATION;
AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2905.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2905.23

P. TOWN RESOLUTIONS

5. A Resolution of the Town Council Authorizing the Donation of \$20,000.00 to the Magen David Adom (MDA).

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE DONATION OF \$20,000.00 TO THE MAGEN DAVID ADOM (MDA); PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2906.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2906.23

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Kenneth Bernstein:
• Discussion of privatization of the Town's streets

Councilmember Bernard Einstein:
None Requested

Councilmember Judy Lusskin:
None Requested

Councilmember Jaime Mendal:
None Requested

Town Manager Alexander Diaz
None Requested

R. ADJOURNMENT:

DECORUM:

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

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

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

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

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




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: October 24, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez, 
Town Clerk

Subject: **Town Council Minutes**

Item Numbers:

1

Recommendation:

It is recommended that the Town Council adopt the following official minutes of the September 26, 2023 Final Budget Hearing and Special Town Council Meeting.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the September 26, 2023
Final Budget Hearing & Special Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 870 5366 7454 Password: 642271

For Dial In Only: Call 929.205.6099 Meeting ID: 870 5366 7454

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO LPEREZ@GOLDENBEACH.US BY 2:00 P.M. TUESDAY, SEPTEMBER 26, 2023.

A. MEETING CALLED TO ORDER

Mayor Singer Called the meeting to order at 6:12 p.m.

B. ROLL CALL

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

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Assistant Town Manager Linda Epperson, Town Clerk Lissette Perez, Police Captain Yovany Diaz, Finance Director Maria D. Camacho, CIP Director Lissett Rovira, Resident Services Director Michael Glidden, Public Works Director Kirk McKoy, Office Assistant Kaitlyn Dziedzic

C. PLEDGE OF ALLEGIANCE

Captain Diaz led the Pledge of Allegiance

Mayor Singer asked to allow Senator Pizzo to give his legislative update at this time prior to hearing the budget items.

Senator Pizzo gave his legislative update.

D. ADOPTION OF FINAL COMBINED MILLAGE AND FINAL OPERATING BUDGET FOR FISCAL YEAR 2023/2024 (TIME CERTAIN ITEM)

- 1. A Resolution of the Town Council Adopting the Final Millage Rate for the Fiscal Year Commencing October 1, 2023 through September 30, 2024.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR

THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Resolution No. 2896.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2896.23

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

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

The motion passed.

2. A Resolution of the Town Council Adopting the Final Budgets for the Fiscal Year Commencing October 1, 2023 through September 30, 2024.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2897.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2897.23

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

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

The motion passed.

Town Attorney Helfman spoke on the items. The first thing that has to be announced at each of these meetings is the proposed millage rate, which he read into the record. The proposed millage rate for the Town for the Fiscal Year commencing on October 1, 2023 through September 30, 2024 is fixed at a rate of 7.6015 mills. The rollback rate is 6.7523. The proposed millage rate is 12% over the rollback rate that the voted debt millage service for the fiscal year will be .7985 mills.

Town Manager gave a brief presentation of the budget and the Town's funds. No changes have been made to the Town's millage rate and budget since the last budget workshop. All of our residents have received the residents digest version of the Town's budget. We are proposing a combined millage of 8.4 mills, which has stayed the same over the last 9 years. The voted debt millage is .7985 while the general obligation mills will be 7.6015 to fund the operations of the Town. At the end of this fiscal year, we will have a proposed fund balance of \$6 million and \$2.6 million of that is the receivable from Stormwater. Finance has been tasked with the yearly review for the audit financials by the March meeting. This year we will be authorizing a combined Capital and General Fund and all of the other fund balances at \$24,521,549 with the general fund at \$14.5 million, the Law Enforcement Trust Fund at \$245,871, the Debt Service at \$1.2 million, and the Capital Improvements Fund at \$7.4 million. That \$7.4 million is allocated for the Civic Center Project. Finally, we have the Stormwater Utility Fund at \$1 million.

Councilmember Mendal asked about the building insurance.

Town Manager stated that the building is under the builder's risk insurance and there is an allocation of \$218,000 should we decide to go insure the building. It was allocated to the 519 Fund. That money cannot be spent without the council's approval. In consultation with the Mayor, we are heavily leaning towards re-insuring for at least one more year so it buys us time to understand what is going on with the Florida Legislature. Will know in March where we are with the fund balance because the audited financials will be done by then. It will give us time to hire the right staff to guide us in that process. The brokers have been slow to respond because the market is not there. The idea is that we will have the money set aside in the budget and should we decide in the October meeting that we want to fund it, we will.

Mayor Singer stated that the town manager and him did decide that if they do go self-insured they would bring it before the council.

Town Manager stated that one of the dialogues with the league is about what would be the costs with going with something that has a standard deduction. We are remaining open to different options.

Councilmember Einstein requested a copy of the proposed policy.

Town Manager stated that as soon as we get the riders and the binders we will get it to them. Also stated that Form 6 does not go into effect until August 2024. This year's deduction starts in January and should end by late February because it is a condensed session because it is an election year.

Town Manager also stated between now and the October meeting we would hopefully have enough time to have spoken with at least one more broker and understand the conditions and risks of self-funding and seeing if there are certain insurances that we

can buy and run the risk on only wind and be able to see what we can insure and we can carve out. Our builder's risk runs through October 31st and we have our meeting before then. If we want to insure for one year, we can do that we have the money set aside to do that in this budget for that purpose. If the council decides that they want to self-insure, then those funds will be set aside if there was an event next year. There is no recommendation for which direction we are going to be heading in.

Vice Mayor Bernstein stated that he has noticed in the past with brokers through experience that they tend to go towards the same people. There are not that many bidders out there.

Town Manager stated that that is an excellent observation. We go directly to them, there's no broker's involved. The brokers that we are meeting with they are looking at PGIT through brown & brown and the League of Cities represent about 80% of the cities in south Florida. The league will not be giving us the final numbers or binders until we are closer to completion date. We will not be renewing our builder's risk. Question is are we going to enter into a binded for storm and wind before October.

E. PRESENTATIONS / TOWN PROCLAMATIONS

LEGISLATIVE UPDATE FROM SENATOR JASON PIZZO

SWEARING-IN OF NEW POLICE OFFICERS STEVEN GONZALEZ AND AMANDA PEREZ

RECOGNITION OF OFFICER OF THE QUARTER JOSE TRUJILLO

F. MOTION TO SET THE AGENDA

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

G. GOOD AND WELFARE

None

H. MAYOR'S REPORT

Mayor Singer congratulated the department heads for their work on the budget. Also, spoke on the Civic Center project and how it is moving along. It is moving along very nice and once it is completed, everyone will be very pleased with it. Very excited and very proud of what this council has done. Site work for the tennis courts is moving along and the elevation is very high. The elevation should alleviate any flooding from occurring. We are working on the Wellness Center and making progress.

I. COUNCIL COMMENTS

Councilmember Mendal

Congratulated the staff with the completion of the budget. Thought it was very well done and liked the creation of the silos. It was very clear and gives the Town a purpose moving forward.

Councilmember Einstein

Congratulated the Mayor on the marriage of his daughter. Wished all of the Jewish members of the community a happy new year.

Stated that he was blessed with the birth of a new grandson last Thursday.

Budget is remarkable.

Councilmember Lusskin

Congratulated Councilmember Einstein on the birth of his grandson.

Congratulated the mayor on having a successful surgery.

This is our last meeting of the fiscal year. One thing we overlook is how well we take care of our things. The town is truly immaculate. Public Works is always driving around picking things up.

Golden Beach truly is a special place to live.

Vice Mayor Bernstein

Congratulated the Mayor on his daughter's marriage.

Congratulated Councilmember Einstein for the birth of his grandson.

Reiterated what has been said from everyone about the budget. The substance of what you do each year, a remarkable job by the staff and all involved in putting it together.

J. TOWN MANAGER REPORT

Wanted to say thank you to the Council.

There is no city that he knows of that truly treats family as staff.

Just personally want to say thank you.

I truly believe that when you come to Golden Beach you are part of a bigger family.

Very successful budget process. The reorganization is going to be very good for our community.

Our police department this year has really been tested. With the issues that we have encountered with crime, we are working really hard to ensure expectations are met.

Proud of the work that Rudy has done.

Amber's promotion will show that we are committed to parks and recreation.

The leadership that Kirk has provided in Public Works is second to none.

Our work is not done. We have put into the ground \$67-million worth of projects in our community.

We will be closing the South Gate for the remainder of the week.

South gate will be closed.

Wished the residents a Happy New Year. Congratulated Councilmember Einstein on the birth of his grandson.

We are looking forward to a great fiscal year.

Councilmember Lusskin added that she wished condolences to the Hardoon family.

Town Manager stated that the interactive budget is on the website. Congratulated Maria and Gaby McKoy for their work on it.

K. TOWN ATTORNEY REPORT

None

L. ORDINANCES – SECOND READING

3. An Ordinance of the Town Council of the Town of Golden Beach Amending the Town of Golden Beach Employees' Pension Plan.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 24, "PERSONNEL," ARTICLE II, "RETIREMENT," DIVISION 1 "GENERAL EMPLOYEES" BY AMENDING THE TOWN OF GOLDEN BEACH EMPLOYEES PENSION PLAN AT SECTION 24-31 "DEFINITIONS"; SECTION 24-33 "BENEFIT AMOUNTS AND ELIGIBILITY"; 24-36 "ADMINISTRATION"; SECTION 24-37 "FINANCES AND FUND MANAGEMENT"; CREATING SECTION 24-41 "DEFERRED RETIREMENT OPTION PLAN"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Ordinance No. 604.23

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 604.23

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>Aye</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 what this item does is put us in line with what other cities do, specifically Bal Harbour, and specifically to our long-term committed employees. What this ordinance does is allows an employee who has been with the town for 25 years to collect their pension at age 55 and if an employee works for the town for 30 years they can collect their pension regardless of age. Wanted to be transparent, at the last meeting he stated that the DROP has not impact that is not completely accurate. But there would only be an impact if all of employees elected the DROP at the same time, which the chances of that are highly unlikely. Reminded the Council and staff, with the DROP it allows employees to elect retirement after 25 years at age 55, after 30 years of service or age 65 and when they enter the DROP, they continue to work for us while collecting their retirement funds in a savings

account that builds over the course of 3 years. This was extended to 5 years for the police.

Starting with this budget there will be no employee in golden beach making less than \$20 an hour.

Mayor Singer stated that the longevity of the employees of Golden Beach it is amazing. My hats off. Knows everyone works very hard.

M. ORDINANCES - FIRST READING

None

N. QUASI JUDICIAL RESOLUTIONS

None

O. TOWN MAJOR PROJECTS REPORT/UPDATE

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

Under contract, the civic center is due to be delivered at the end of this week. We are not going to make that deadline. There are still a couple of elements needed to be done for the building to be right. This is not a mismanagement of the project; this is punch list items that need to be corrected.

The park project is well underway. Right now, we are working on the lighting. We hope to have delivery of the park project sometime after the first quarter of the year.

I do not know what happened this weekend, but four residents called me about the tot lot. The tot lot is not going to be affected until after we build the Wellness Center.

We are waiting for our poles. The poles are supposed to be delivered in January. Hotwire has submitted their plans for FDOT permitting. CCTV is moving along at a very good pace.

Councilmember Mendal asked if there were any issues with the easements.

Town Manager stated that the good news is that none of our residents with poles going into their backyard has a problem with that. Working with the attorney to see what we can do. No resident has said no I do not want it. Hopefully we will get the intercoastal up and running before the end of the year.

Want Council to be clear on where I stand with wellness. We are not going to go out to bid for design services and space options. Lissett Rovira and I have been working on several design options. Goal is that the town will design the building with a team of architects that live in our community. They are guiding us on what works, what does not work. We are going to be bringing a design by both the October and November meeting. Hopefully, the Council will decide at the November meeting which you like or do not like. This gives us the Winter Break to go through design, take January through March to get the construction documents ready to have those documents ready for

council approval by March and go out to bid in March, and sometime in June award a design-build contract. That will be fully bid for construction. It is important because we have an all-in not to exceed \$5.5-million. So we want to make sure we approve a design that we can build.

Councilmember Einstein asked about change orders and if the Council can approve those.

Town Manager stated that although we have been successful the last two years with asking the State for money, they were vetoed. Do not want to build a building contingent on possible dollars. We have already made two changes about what floor system we are going to use and moving the heavy equipment from the 2nd floor to the 1st floor.

Vice Mayor Bernstein asked if it is being designed with a second floor and could you add to the building later?

Town Manager stated yes and stated that we are going to bring to you several options, not going to shove anything down your throats. The thought is that this board and the residents' board will control that option.

Town Manager stated that we are not going to oversize this and make it specific to Golden Beach.

P. CONSENT AGENDA

- 4. Official Minutes of the August 22, 2023 Special Town Council Meeting**
- 5. Official Minutes of the September 12, 2023 First Budget Hearing**
- 6. A Resolution of the Town Council Approving the Payment of \$4,000 to the Women's Breast and Heart Initiative.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$4,000.00 TO THE WOMEN'S BREAST AND HEART INITIATIVE FOR THE 12TH ANNUAL BREAST CANACER GOLF TOURNAMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2898.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2898.23

- 7. A Resolution of the Town Council Approving a Memorandum of Understanding between the Town and the Department of Homeland Security.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN AND THE U.S. DEPARTMENT OF HOMELAND SECURITY (HSI) "EL DORADO TASK FORCE-SOUTH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2899.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2899.23

8. A Resolution of the Town Council Approving the Interlocal Agreement for Re-establishing the 1993 Local Option Gas Tax between the County and Eligible Municipalities, including Golden Beach.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR REESTABLISHING THE "1993 LOCAL OPTION GAS TAX" BETWEEN THE COUNTY AND ELIGIBLE MUNICIPALITIES (INCLUDING THE TOWN OF GOLDEN BEACH) FOR THE 30-YEAR PERIOD INCLUDING JANUARY 1, 2024 THROUGH DECEMBER 31, 2053 ; AUTHORIZING THE MAYOR ON BEHALF OF THE TOWN OF GOLDEN BEACH TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2900.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2900.23

Consensus vote 5 Ayes, 0 Nays. Items P4-P8 pass.

Q. TOWN RESOLUTIONS

9. A Resolution of the Town Council Approving A Contract with Arrow Asphalt & Engineering, Inc. for Roadway Improvements within South Parkway and The Strand Entry.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A CONTRACT WITH ARROW ASPHALT & ENGINEERING, INC. FOR ROADWAY IMPROVEMENTS WITHIN SOUTH PARKWAY & THE STRAND ENTRY; PROVIDING FOR

WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 9
Resolution No. 2901.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2901.23

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

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Aye</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 we are going to pay for this out of this budget. Goal is to remill and resurface the roadways in the parkways and seal coat The Strand to the East and to the Bridge. The reason you are not seeing Golden Beach Drive as part of this item is because we have been able to negotiate with Miami-Dade County for them to resurface and remill Golden Beach Drive with the exception of the Y in Singer Park. This is South Parkway and the entrance at the Strand.

10. A Resolution of the Town Council Approving Amendment #1 to the Fiscal Year Operating Budget To Award Employee Bonuses.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2022-2023 FISCAL YEAR OPERATING BUDGET FOR THE PURPOSE OF AWARDING EMPLOYEE BONUSES AND AMENDING THE ORIGINALLY ADOPTED BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10
Resolution No. 2902.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2902.23

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

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

The motion passed.

Mayor Singer spoke on the item. Well-deserved of all of the employees and I congratulate all of the staff.

R. 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

Town Manager requested that the October Meeting be moved to Tuesday, October 24th. It gives more time to go over the insurance issue and flesh out the floor plans.

S. ADJOURNMENT:

A motion to adjourn the Council Meeting was made by Vice Mayor Bernstein seconded by Councilmember Lusskin.

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:38 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: October 24, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2903.23 - Approving A Mutual Aid Agreement
with the Miami Police Department**

Item Number:

2

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2903.23 as presented.

Background:

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

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

Fiscal Impact:

There is no cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2903.23

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

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

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

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

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

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

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

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

Sponsored by **Town Administration**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 24th day of October, 2023.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**COMBINED VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN
THE CITY OF MIAMI, FLORIDA AND
THE TOWN OF GOLDEN BEACH**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement is made as of this _____ day of _____, 2023 by and between the CITY OF MIAMI, FLORIDA, a Florida municipal corporation, having its principal office at 3500 Pan American Drive, Miami, Florida 33133, and the TOWN OF GOLDEN BEACH, FLORIDA, a Florida municipal corporation having its principal office at 405 Biltmore Way, Coral Gables, Florida 33134, and states as follows:

WHEREAS, it is the responsibility of the governments of the City of Miami, Florida, and the Town of Golden Beach, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Miami Police Department or the Town of Golden Beach Police Department; and

WHEREAS, the City of Miami and the Town of Golden Beach are so located in relation to each other that it is in the best interest and advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the people; and

- (2) Intensive situations including, but not limited to, natural or man-made disasters or emergencies as defined under Section 252.34, Florida Statutes; and
- (3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Florida Statute 166.0495; and

WHEREAS, the City of Miami and the Town of Golden Beach have the authority under The Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

NOW, THEREFORE, BE IT KNOWN, that the City of Miami, a political subdivision of the State of Florida, and the Town of Golden Beach, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the Town of Golden Beach for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses,

which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.

- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the Town of Golden Beach for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.
- c. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the City of Miami and the Town of Golden Beach for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.
- d. Participating in exigent situations, without the need for a formal request, including, but not limited to, areas searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the Town of Golden Beach for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor

vehicles thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (e) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene the assisting agency's officer may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the action taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening, or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural, technological, or manmade disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping

disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.

5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units, e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. Off-duty special events.
18. DUI Checkpoints.

SECTION III: PROCEDURE FOR REQUESTING OPERATIONAL ASSISTANCE

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

2. The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

3. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.

4. Communications instructions should be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.

5. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

a. COMMAND:

The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

b. CONFLICTS:

Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or procedure shall control and shall supersede the direct order.

c. HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Chief of Police or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. Employees of the City of Miami and the Town of Golden Beach when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but

inside this State, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Fla. Stat. (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

b. Each party agrees to furnish necessary personnel equipment, resources, and facilities and to render services to each other party to this agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

c. The political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expenses incurred in the operation and maintenance of that equipment.

d. The political subdivision furnishing aid pursuant to this agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. This section applies to paid, volunteer, reserve, and auxiliary employees.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the

assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: FORFEITURES

It is recognized that during the course of the operation of this agreement, property subject to forfeiture under Sections 932.701 – 932.707, Florida Statutes, known as the “Florida Contraband Forfeiture Act,” may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant to the provisions of the “Florida Contraband Forfeiture Act.”

SECTION VIII: INSURANCE

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an amount which is, in the judgment of the governing body of that political subdivision, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of the notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect for five (5) after it takes effect. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION X: CANCELLATION

Either party may cancel its participation in this agreement upon delivery of written notice to the other political subdivision.

IN WITNESS WHEREOF, the parties hereto cause to these presents to be signed on the date first written above.

AGREED AND ACKNOWLEDGED this _____ day of _____, 2023.

ALEXANDER DIAZ
Town Manager
Town of Golden Beach
Date: _____

ATTEST:

LISSETTE PEREZ
Town Clerk
Town of Golden Beach

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

STEPHEN HELFMAN
Town Attorney



RUDY HERBELLO
Chief of Police
Town of Golden Beach

ARTHUR NORIEGA
City Manager
City of Miami
Date: _____

ATTEST:

TODD B. HANNON
City Clerk
City of Miami

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

VICTORIA MÉNDEZ
City Attorney

MANUEL MORALES
Chief of Police
City of Miami

APPROVED AS TO INSURANCE
REQUIREMENTS:

ANN-MARIE SHARPE
Risk Management Director
City of Miami, Florida



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: October 24, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2904.23 – Authorizing and Approving A
Donation of \$10,000.00 to Best Buddies International**

Item Number:

3

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2904.23 as presented.

Background:

This resolution approves the donation made to Best Buddies International. This donation will support the work Best Buddies performs to establish a global volunteer movement to create opportunities for individuals with disabilities.

Fiscal Impact:

If approved by Council the amount authorized will be \$10,000.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2904.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$10,000.00 TO BEST BUDDIES INTERNATIONAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Best Buddies International is a licensed, 501(c)(3) non-profit agency serving people with Down syndrome, autism, Fragile X, Williams syndrome, cerebral palsy, traumatic brain injury, and other undiagnosed disabilities; and

WHEREAS, the mission of Best Buddies is to establish a global volunteer movement that create opportunities for on-to-one friendships, integrated employment and leadership development for people with intellectual and developmental disabilities (IDD); and

WHEREAS, Best Buddies is the world's largest organization dedicated to ending the social physical and economic isolation of the 200-million people with IDD; and

WHEREAS, the Town Council finds that a contribution in the amount of \$10,000.00 to Best Buddies is in the best interest of the Town.

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

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

Section 2. Authorization. That the payment of \$10,000.00 to Best Buddies is hereby authorized and approved.

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

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

Sponsored by the **Town Administration.**

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

Mayor Glenn Singer	_____
Vice Mayor 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 24th day of October, 2023.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



BEST BUDDIES

MIAMI GALA

25th Anniversary

November 17

Ice Palace Studios
Miami, Florida

You Are Invited

The 25th Annual Best Buddies Miami Gala and Champion of the Year is a spectacular and impactful event benefiting Best Buddies' mission. This year's Gala will honor seven-time Superbowl Champion and Best Buddies Global Ambassador, Tom Brady with Best Buddies' highest honor, the Spirit of Leadership Award.

WHEN

Friday, November 17, 2023

7:00 PM Cocktails and Silent Auction
8:30 PM Gourmet Dinner
9:30 PM Announcement of the *Champion of the Year*
10:30 PM Musical Performance by **Nelly**

WHERE

Ice Palace Studios

1400 North Miami Avenue, Miami, Florida 33136

For more information and to RSVP, click below

[BESTBUDDIES.ORG/MIAMIGALA](https://bestbuddies.org/miamigala)



GALA CHAIRS

Marc Leder
Anthony K. Shriver

SPIRIT OF LEADERSHIP RECIPIENT

Tom Brady

TITLE SPONSOR \$400K

Marc Leder

PRESENTING SPONSORS \$250K

Kenneth Griffin,
Kenneth C. Griffin Charitable Fund

Michael Rubin,
Fanatics Foundation

FRIENDSHIP SPONSORS \$100K-\$200K

Andrew Barowsky,
Andrew P. Barowsky, Foundation

Holly & David Meehan,
The GEO Group Foundation

May Liang & Jim Lintott,
Sterling Foundation Management

Donna & George Zoley,
The GEO Group Foundation

EMPLOYMENT SPONSORS \$50K

Ron Haft, Dart Group Foundation

LEADERSHIP SPONSORS \$25K

Tatsiana & Andy Ansin,
Ansin Foundation

Sheba Lucas

Braman Miami

Mary Jane Mark,
Mack Cycle & Fitness

Michael Garcia & Eunice K. Shriver II,
Ocean Automotive Group

Sandy & Tony Tamer,
H.I.G. Capital

Penney & Gerry Klingman,
Klingman & Associates

Russell Weiner

About

Best Buddies is the world's largest organization dedicated to ending the social, physical, and economic isolation of the 200 million people with intellectual and developmental disabilities (IDD). Our programs empower the special abilities of people with IDD by helping them form meaningful friendships with their peers, secure successful jobs, live independently, improve public speaking, self-advocacy, and communication skills, and feel valued by society.

The IDD community that Best Buddies serves includes, but is not limited to, people with Down syndrome, autism, Fragile X, Williams syndrome, cerebral palsy, traumatic brain injury and other undiagnosed disabilities.



[Donate Here](#)



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: October 24, 2023

To: Honorable Mayor Glenn Singer &
Town Council Member

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2905.23 Renewal of Contract for David Caserta
Government Relations, Inc.

Item Number:

4

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2905.23 as presented.

This resolution approves the contract with David Caserta Government Relations, Inc., for Fiscal Year 2023/2024.

Background:

The Town has had an existing relationship with David Caserta Government Relations, Inc. since February 22, 2005. David Caserta Government Relations, Inc. was retained as an independent consultant to assist the Town in its government relations efforts at the State Level. Mr. Caserta has been instrumental in securing funds for our Capital Projects and has served as our voice on legislative matters.

We recommend that we retain his services for an additional year.

Fiscal Impact:

The funds for these contracts were approved during the budget process. For Fiscal Year 2023/2024 the amount is \$45,000.00, plus expenses.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2905.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A NEW AGREEMENT WITH DAVID T. CASERTA GOVERNMENT RELATIONS, INC. FOR CONSULTING SERVICES FOR THE PERIOD BEGINNING NOVEMBER 1, 2023 THROUGH OCTOBER 31, 2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town wishes to enter a new agreement for consulting services with David T. Caserta Government Relations, Inc. (the "Consultant"), for the period of November 1, 2023 through October 31, 2024 which is attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the Town Council finds that the engagement of David T. Caserta Government Relations, Inc. under the terms of the Agreement is in the best interest of the Town.

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

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

Section 2. New Agreement. That the Agreement attached hereto as Exhibit "A" is hereby approved, and the Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. Implementation. The Mayor and Town Manager are authorized to

take any and all action necessary to implement and enforce the purposes of this Resolution and the Agreement on behalf of the Town.

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

Sponsored by the **Town Administration.**

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

Mayor Glenn Singer	_____
Vice Mayor 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 24th day of October, 2023.

ATTEST: _____
MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

AGREEMENT

This Agreement for services is entered into this 1st day of November 2023 by and between, Town of Golden Beach (Town @ One Golden Beach Drive, Golden Beach, Florida 33160) and David Caserta Government Relations, Inc., (Consultant@ 15165 NW 77th Avenue #1001, Miami Lakes, Florida 33014).

WHEREAS, Town is a municipal government located in Miami-Dade County; and

WHEREAS, Town is in need of consulting services at the State level; and

WHEREAS, Consultant shall assist Town with its government relations efforts at the State level.

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated as part of this agreement.

2. Consultant Services. Consultant is hereby retained as an independent consultant to Town to assist Town in its government relations efforts at the State level. Consultant will track legislation and work with elected officials and staff in an effort to provide effective representation in order to ensure modification, passage or defeat of government

action. Consultant's services are limited to providing the above stated service and Consultant is not obligated to provide any other additional services without a written amendment to this Agreement. Company Acknowledges that Consultant shall comply with all Lobbying laws and requirements set forth in Florida Statutes 11.045.

3. Term. The term of this Agreement shall commence effective as of November 1, 2023 and end on October 31, 2024.

4. Compensation. In consideration for this Agreement, Town shall pay Consultant a fee of Forty Five Thousand Dollars (\$45,000.00) for services. Fee shall be payable as follows;

- \$3,750.00 payable on November 1, 2023.
- \$3,750.00 payable on 1st day of each month thereafter with the last payment due and payable on October 1, 2024, unless a written extension is authorized by all parties.

5. Expenses. Town shall also pay the Consultant, for all reasonable costs incurred and all expenditures made on behalf of the Client, including, but not limited to, travel, lodging, and meals in conjunction with representation of the Client. Such amount shall be immediately due and payable. Expenses, for the term of this agreement, shall be limited to \$4,000, unless modified in writing and authorized by all parties.

6. Relationship of Parties

6.1 Consultant's and Town, their agents, representatives, and employees shall, under no circumstances, be deemed partners, joint venturers, agents, employees or

representatives of the other. Consultant's are independent contractors and shall not be liable in any way whatsoever for the nature and quality of the work performed by Town. In performing Services under this Agreement, Consultants shall operate as and have the status of an independent contractor and shall not act as or be an agent or employees of Town. All of Consultant's activities shall be at its own risk and Consultant shall not be entitled to Workers' Compensation or similar benefits or other insurance protection provided by Town. As independent contractors, Consultant shall be solely responsible for determining the means and methods for performing the Services. Consultant will determine the time, the place, and the manner in which they will provide the Services. Town will receive only the results of Consultant's Services. Town shall provide no office space, secretarial services, or other support for Consultant's Services.

6.2 The Town agrees that Consultant assume no liability to the Town or any third party with respect to the performance or the action or inaction of the Town. Consultant agrees that Town assumes no liability to any third party with respect to the performance or the action or inaction of Consultants.

6.3 The Town and Consultant hereby agree to indemnify and hold each other, their officers, directors, shareholders and employees harmless from and against any and all claims, causes, losses, obligations, judgments, liabilities, expenses, damages and costs whatsoever, including attorneys' fees and costs at arbitration, trial and appellate levels, which in any way arise from such Party's action or inaction. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

7. Termination. Consultant or Town may terminate this Agreement at anytime for a breach of this Agreement or for any justifiable reason and the non-breaching party shall be entitled to pursue all available legal rights and remedies.

8. Enforceability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement as if the provision or part declared void or invalid had never been incorporated in the Agreement and the remainder of the Agreement shall continue to bind all parties.

9. Notice. For purposes of serving written notice herein, the respective addresses of the parties, unless changed by notice in writing, shall be as noted in the first paragraph of this Agreement. Any notice required or desired hereunder shall be deemed given upon receipt.

10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

11. Jurisdiction and Venue. Jurisdiction and venue shall lie in the State Courts of Miami-Dade County, Florida for any dispute which arises out of this agreement.

12. Modification. This Agreement contains the full terms agreed to by the parties and shall not be modified, except in writing, signed by both parties.

13. Waiver. Failure to enforce any provision hereof shall not constitute a waiver of a party's right thereafter to enforce each and every such provision or any other provision.

14. Arbitration. In the event of any dispute arising out of this Agreement the parties agree that the same shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association, then in effect. Arbitration shall be in Miami-Dade County, to be held before a single arbitrator.

15. Attorneys' Fees. The prevailing party in any dispute shall be entitled to recover all costs and expenses, including attorneys' fees, including fees for trial and appellate courts.

16. Caption and Numbers. The captions and numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such numbers, nor in any way affect this Agreement. Any pronouns or words shall refer to masculine, feminine or neuter, singular or plural, as the context requires.

17. Assignment. This Agreement shall be binding upon the parties hereto.

18. Authority. The individuals signing below represent and warrant that they have the authority to bind their respective companies to this Agreement.

19. Consultant shall use his best efforts in carrying out the responsibilities set forth in this agreement, but does not guarantee any outcome relating to such services.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date before written.

David Caserta Government Relations, Inc.

By: _____
David Caserta, President (Consultant)

Town of Golden Beach,
through its Town Manager

By: _____
Alex Diaz, Manager

(Town Seal)



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: October 24, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2906.23 – Authorizing and Approving a
Donation of \$20,000.00 to the Magen David Adom (MDA)**

Item Number:

5

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2906.23 as presented.

Background:

This resolution approves a donation made to the Magen David Adom (MDA) to provide humanitarian relief to all of those affected by the atrocities that took place on October 7, 2023.

Fiscal Impact:

If approved by Council the amount authorized will be \$20,000.00. The funds for this donation will come from prior year non-ad valorem dollars. These dollars will be coming from revenues collected in excess of the budgeted funds from Fiscal year 2022-2023 and have not been appropriated for any projects.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2906.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE DONATION OF \$20,000.00 TO THE MAGEN DAVID ADOM (MDA); PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 7, 2023, the world witnessed an unprecedented event in the Middle East; and

WHEREAS, the Town of Golden, Mayor, Council and residents find it to be an act of solidarity to do our part to support the Global Community; and

WHEREAS, in providing a small token of support the Town wishes to make a donation in the amount of \$20,000.00 to the Magen David Adom (MDA), a non-profit organization, for the purposes of providing immediate relief to those affected by the events of that day; and

WHEREAS, this small gesture affirms the Town's opposition against any heinous acts.

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

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

Section 2. Authorization. That the payment of \$20,000.00 to the Magen David Adom (MDA) is hereby authorized and approved.

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

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

upon approval of the Town Council.

Sponsored by the **Town Administration.**

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

Mayor Glenn Singer	_____
Vice Mayor 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 24th day of October, 2023.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY