



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Agenda for the November 30, 2023
Special Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 858 4868 2619 Password: 781350

For Dial In Only: Call 929.205.6099 Meeting ID: 858 4868 2619

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, NOVEMBER 30TH, 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
- Pump Station #1 Replacement RFP

O. CONSENT AGENDA

- 1. Official Minutes of the October 24, 2023 Special Town Council Meeting**
- 2. A Resolution of the Town Council Approving a Mutual Aid Agreement with the Town of Medley.**

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

Exhibit: Agenda Report No. 2
Resolution No. 2907.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2907.23

- 3. A Resolution of the Town Council Approving an Agreement between the State Attorney's Office and the Town of Golden Beach.**

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

Exhibit: Agenda Report No. 3
Resolution No. 2908.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2908.23

- 4. A Resolution of the Town Council Approving the Town's Participation in Miami-Dade County's Community Development Block Grant (CDBG) Program.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE TOWN'S PARTICIPATION IN MIAMI-DADE COUNTY'S COMMUNITY

DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR THE PURPOSES OF SUPPORTING THE COUNTY'S APPLICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2909.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2909.23

5. A Resolution of the Town Council Approving the Purchase of a Ford F-250 for the Town's Public Services Department Fleet.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF A FORD F250 XL CREW CAB FOR THE PUBLIC SERVICES DEPARTMENT FLEET, AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP THE VEHICLE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2910.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2910.23

6. A Resolution of the Town Council Authorizing the Purchase and Equipping of Two Chevrolet Tahoe's for the Town's Police Fleet.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF TWO CHEVROLET TAHOE POLICE PATROL VEHICLES, AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP THE VEHICLES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2911.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2911.23

7. A Resolution of the Town Council Authorizing the Purchase of Lighting Fixtures and Poles for the Re-Imagined Tweddle Park.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, REVISING THE SCOPE OF

SERVICES FOR THE REIMAGINED TWEDDLE PARK PROJECT ("THE PROJECT") TO INCLUDE THE PURCHASE OF LIGHTING FIXTURES AND POLES IN AN AMOUNT NOT TO EXCEED \$162,056.250; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2912.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2912.23

P. TOWN RESOLUTIONS

None

Q. DISCUSSION AND PRESENTATION OF WELLNESS CENTER

- This is just a discussion item to review what has been submitted through the Request for Submittals process. No selections will be made at this time.

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

S. ADJOURNMENT:

DECORUM:

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

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

PURSUANT TO FLORIDA STATUTE 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR

HEARING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR THAT PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHER INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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

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




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 30, 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 October 24, 2023 Special Town Council Meeting.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes 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

Mayor Singer called the meeting to order at 6:09 p.m.

B. ROLL CALL

Councilmember's Present: Mayor Glenn Singer, Vice Mayor Kenneth Bernstein, Councilmember Judy Lusskin, Councilmember Bernard Einstein, Councilmember Jaime Mendal (arrived during Mayor's Report)

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Assistant Town Manager Linda Epperson, Town Clerk Lissette Perez, Police Lieutenant Leila Perez, Finance Director Maria D. Camacho, CIP Director Lissett Rovira, Resident Services Director Michael Glidden, Office Assistant Kaitlyn Dziedzic, HR Generalist and Executive Assistant to the Town Clerk Elena Cheung

C. PLEDGE OF ALLEGIANCE

Lt. Perez led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

Birthday presentation to Town Clerk Lissette Perez

Recognition for Town Manager Diaz for his Years of Service and hard work on the Civic Center

Recognition of Mayor and Council for their annual dollar for their year of service

E. MOTION TO SET THE AGENDA

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

F. GOOD AND WELFARE

Town Clerk read a letter into the record from resident Dina Nicolella, 522 North Parkway.

G. MAYOR'S REPORT

Heart and prayers go out to Israel and all the families affected by the situation over there. Words cannot express the sadness and the sorrow. Two weeks ago on a Sunday one of our residents in 24 hours put together a memorial that was very touching for the 1,500 people that were ruthlessly killed during that massacre.

Thanked the Golden Beach police department, it was a very very safe event and well attended.

The Halloween party is Tuesday, the 31st in North Park. Hope everyone comes and dresses up and has a great time. I can assure that the event will be very very safe. Have met with the Manager, the Chief and his command staff and they are taking extra precautions to make sure that everyone in the Town feels safe and that it is a safe event.

I have to go back to the Golden Beach Police Department. After the unfortunate situation that happened two weeks ago the police put into high gear and upped the security to a level that I have never seen before. Several residents commented that they feel safe and that the Police Department has done a phenomenal job.

Cannot thank you guys enough for the great job you have done in keeping the Town extremely safe. As they always do have stepped up to the situation and I thank you.

There will be street milling and resurfacing at the Strand and in South Park over the next few weeks. I urge the residents to be patient and to be careful when they are driving.

Town Hall, Town Manager and I walk it almost every day. Coming along great. Had some issues with the chambers, but they are working on it. Would think that we will be in there by December and really looking very nice. Patience is definitely worth it in this situation.

I walk every day the Town and I talk to tons and tons of residents. I just want to clarify that the gym is not going to be in the civic center. That is a separate project that is coming down the road.

H. COUNCIL COMMENTS

Councilmember Einstein

Cannot and will not remain silent. Stand as a second-generation holocaust survivor. My entire extended family were slaughtered by the Nazi's. They endured inhumane conditions, and yet somehow found the strength to endure, to hold on to hope and carry on. As a child of survivors, I have not only inherited the pain of their experiences, but also the profound duty to remember. To honor and to ensure that the world never forgets the horrors of the Holocaust.

We must tell the stories of those who perished of the millions of lives that were extinguished. We must also tell the stories of resilience, of survival, and of the unwavering human spirit that refused to be broken.

The holocaust is not just a chapter in the history books, it is a chilling reminder of the depths of which humanity can sink when hatred, bigotry and intolerance are allowed to thrive. It is a stark warning of what can happen when we turn a blind eye to discrimination and prejudice allowing them to fester and grow.

The Town of Golden Beach remembers the past weeks unmentionable atrocities in Israel. The slaughtering of innocent children, women and men. We must teach our children the lessons of tolerance, empathy and respect for all people.

In a world where hatred still reels its ugly head we must still be vigilant to protect the values of freedom, democracy and human rights. We must ensure that the lessons of

the holocaust are carried forward into the future as living testaments to the power of resilience, compassion and the indomitable human spirit.

My family's history is a haunting reminder of the importance of remembrance and responsibility we all share to ensure that such horrors are never repeated.

Please do not remain silent.

Councilmember Mendal

Just want to echo what the Mayor said about the Police Department. Has seen that a lot of people feel alone right now. Have had many residents comment that they feel safe because of the police presence. It feels like someone has our backs. Very big Thank you to the Police Department.

Councilmember Lusskin

Echo Councilmember Einstein's sentiments. In my lifetime this is one of the worst I have seen. It looks like it is getting worse and that more and more countries are getting involved, so it is very comforting to know that the Golden Beach Police are out there and watching our backs.

Asked the Town Manager to bring up the king tides, and to comment on the temporary pump on the North end of Town. Veteran's Day is November 11th this year, a Saturday. We are doing it on Veteran's Day and I hope that everyone comes.

Vice Mayor Bernstein

Thoughts and prayers go out to all those in Israel, that the hostages are returned safely and that peace finds itself within the region. Wanted to acknowledge the Town Staff and the Town Manager with the incredible job they have been doing at making sure everyone stays safe. The way everyone has handled the situation has been remarkable. Looking forward to Halloween. Happy that Town is moving forward with the event.

I. TOWN MANAGER REPORT

Mayor, Council and residents know that the Administration stands with you as we see the challenges we are facing globally. Immediately after the events that occurred over in Israel our Police Department jumped into action. Our men and women came to work and we provided security at the synagogues and we are doing something that no other city is doing. We will not stand by and allow cowardice acts keep people from exercising their religion. We have increased our police presence, enhanced our security measures and will not cancel any of our events. Halloween is moving forward with a few changes.

All job sites will be closing as of noon that day and we will be closing the strand to visitors as of 2 pm. Only residents with a registered vehicle with a decal will be allowed to enter through the strand. Any guests who wish to attend must enter via walking either through the South gate or the gate at The Strand. All guests attending Halloween will be wanded and we will have more than enough security on hand.

The goal is to try to keep people out of our community via car.

All job sites will be closed as of noon. There is a flyer on the dais and it will be sent to each home and is included in the newsletter of our safety protocols for the event.

Vice Mayor Bernstein asked if the event can go on an hour later.

Town Manager stated that there is no need for the event to go on later because there are no lights in the park and we have the DJ until 8 p.m. If the Council wishes to talk about how we are going to illuminate the park and have a safer later event in the evening, that can be looked at towards next years event.

Councilmember Einstein stated that typically the kids in Golden Beach start trick or treating after the event ends at 8 p.m. asked if the Town could restrict traffic as long as possible that would be great.

Vice Mayor Bernstein stated that if kids are here with their friends, the parents can drive them out.

Town Manager stated that any resident who wishes to drive someone in or out will be allowed to do that. This year's protocols are a little different because we cannot afford for there to be an incident. If there are any more questions in relation to the Halloween event, please call at 786.236.4211.

Town Manager stated that we started our new fiscal year on October 1st. for the first time ever the budget is on our website and it is interactive.

Town Manager stated Residents, we know that you have your own messaging group that has nothing to do with the Administration but you have an opportunity to be informed through BuildingLinks. That is our new portal. It will also be what we use for the Town's reservation system. It will be a one stop shop. I'm also, pleased to share with the community our ad for the year in ArtBasel.

As it relates to flooding. As you know this is the time of the year when we have the winter solstice. There are two (2) areas in Town that occasionally flood, which are the intersection at South Island, and the area behind Singer Park. We have deployed rented temporary pumps. The way they operate is that they come on automatically when there is water in the roads. We know that they are loud and that they are a nuisance. From 7 p.m. to 7 a.m. the pumps are not running. Between the hours of 7 pm. and 7 a.m. there may be flooding in the road and we advise you not to drive through it. There is no plans for the Town to put pumps in those areas underground, we do not have the real estate nor do we have the resources. The temporary pumps that we were awarded through a grant is our temporary solution to a permanent problem. Know that we are doing everything possible to keep our community safe.

Wished the Town Clerk a happy birthday and recognized all of the directors for all of their hard work.

Councilmember Lusskin asked about the homes being directly affected by the flooding and the issues the adjacent residents are facing with the king tides.

Town Manager stated that on a case-by-case basis, individual homeowners should call Town Hall to see how we can assist them. Most times when we see water coming through properties is mostly because of seawall negligence and is not necessarily something that the Town can do.

J. TOWN ATTORNEY REPORT

None

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

Town Manager stated that as it relates to the Civic Center Project, the project was due on September 28th and we are a little behind on the project, but that is a good thing. We want to deliver a project that is built to perfection. The chambers is what is mostly holding up the majority of the work that is left for the building. We were also struggling with the water tap in order to have running water in the building, but as of today it is an asbestos pipe that is holding up the work and we now have to order a new piece for the pipe for the water tap to connect the running water. I'm anticipating our first council meeting in that building to be in January. Staff will begin the move-in as early as late December. On January 3rd when you come to visit Golden Beach you'll be going to the new Civic Center to conduct business. The building is that far along. There are things that we know that are holding us back like the chambers, but they are not going to hold us back from moving in there. There have been some small changes to the building that will make it more sturdy and less exposed to the elements. Thanks to Lissett Rovira our Capital Projects Director we have been able to design a good option to protect our exposed elevators from the elements. Mastech started moving the Transformer this week, and once that transformer is out of the way, we will be able to pour the main plaza. Once the plaza is poured we'll be able to put up the panels to the atrium.

We did extend our builder's risk insurance through November 30th. Know that we have been working with the insurance company to get better rates for our insurance. We have been looking at some really competitive rates to insure the building at \$7.5 million with a 5% deductible and thanks to the Mayor's vision, we are looking at a \$5 million with 5% deductible to get our premiums even further down. We are currently looking at a premium of \$278,000.

The building is moving right along. With the building development is the development of our park. What is holding it up is that we are waiting for the lighting plan to be approved. All of the Earth work has been done, we are now waiting on the design of the retaining walls. We are not required to deliver anything recreational until the end of the second quarter of next year. We are working aggressively towards that.

There is roadwork that will be going on the week of November 8th. We are going to be doing South Parkway Road Restoration and The Strand will be sealed. Want to get the community looking nice and pretty for the holidays.

When we redo the force main down the center of golden beach drive we will be raising the crown of the road by 6 inches as part of the sewer lateral placement.

The Closed Circuit Television Program is going well. We took the liberty of the Intercoastal poles last week and the Town Attorney has sent the easements to the residents. Residents on the Intercoastal, we are going to have a joint meeting for all of the residents being asked to sign an easement for the CCTV installation. Our poles are not expected to be delivered until some time in January. We are working with Hotwire to

get the Intercoastal cameras up and running as early as this month. Know that we are in the final design phases for the pump in Tweddle Park.

The Wellness Center – At your November meeting, we will be bringing an item to you on the Wellness Center with conceptual drawings and conceptual floorplans for the Wellness Center. Based on the feedback we get at the November meeting, we will work over the holiday break to discuss what process to bring to you for the Wellness Center design approval award. We are looking at the fountains on A1A to find a way to make them look a little bit nicer.

Councilmember Einstein asked how raising the crown of the road would effect flooding in driveways.

Town Manager stated that we are looking at doing a better pitch in the road to get the water into our curbs and gutters. Right now we have a flat road, so as part of the new Miami-Dade Water and Sewer Project when they rip everything out, we are going to ask them to have a pitch in the road so the water does not stay stagnant. Raising the crown of the road six (6) inches will not impede on our driveways. We are looking to raise the pitch so the water goes into our Stormwater system. With the exception of South Island and Singer Park we do not have a lot of flooding in Town during king tides. The only reason you have seen occasional flooding in the streets is because of Pump Station #1 because it has been offline for six months. Through the efforts of the Council and through David Caserta, we were able to get a grant last year to renew Pump Station #1. King tides is affecting South Island and Singer Park and we are doing everything we can to minimize the impact of those two areas affected to our residents.

Vice Mayor Bernstein asked if there was anyone from Miami-Dade Water and Sewer monitoring.

Town Manager stated that as part of the Miami-Dade Water and Sewer gravity-sewer forcemain replacement, they are putting cameras of the laterals. In addition to that, we have convinced Miami-Dade Water and Sewer to do a major Pump Station renovation for a Pump Station with a new basin, increased capacity, and a new forcemain down Golden Beach Drive without paying a single penny. With that, we have asked that they re-do our roads, and re-do our pavers. That sewer lateral replacement the Town has been able to get \$1.4 million in new roadwork as part of that project.

O. CONSENT AGENDA

- 1. Official Minutes of the September 26, 2023 Final Budget Hearing & 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

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

Consensus vote 5 **Ayes,** 0 **Nays. Items O1-O4 pass.**

Councilmember Einstein asked the Town Attorney about the political correctness about sending in such large donations and how it all works and how we are allowed to do it.

Town Attorney Helfman stated that local governments will contribute funding to typically not-for-profits. During the budgetary season for Miami-Dade County, multiple not-for-profits will be presented to the Council for donations, contributions, etc. for support to their ventures. It is more of a proper use of public funds rather than a matter of political correctness.

Town Manager stated that when we appropriate dollars in our budget, we used a non-ad valorem. We look at our miscellaneous revenues as dollars that we appropriate. Before we make donations, I look to see how much of the non-ad valorem or miscellaneous revenues we have collected for the year before we make donations. It is important that we use non-ad valorem and miscellaneous revenues for this purpose.

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

A motion to approve was made by Vice Mayor Bernstein, 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.

Mayor Singer asked if we want to split it and donate it to two organizations instead of one.

Town Manager stated that over the course of the last few weeks we have been trying to identify an organization that will directly assist the area. This organization will serve anyone in the area who has been affected. This organization is a very reputable organization. 100% of the donations are going directly to the affected area with no overhead fee taken. We could look at later in the year at giving it to another organization if the Council chooses to.

Councilmember Einstein stated that he was approached by another organization that is sponsored by the Jewish Federation of South Florida and it is an emergency relief fund. It is a great cause. It would be a suggestion and asked if it were more meaningful that the full amount goes to one organization or if it were split.

Mrs. Tania Murciano, 405 Center Island Drive stated that all organizations in Israel will never ask about religious background.

Mrs. Arati Batta, 625 Golden Beach Drive stated that to Councilmember Einstein's point stated that she would also be in favor of spreading those funds to other organizations in need.

Vice Mayor Bernstein stated that he participated in the 75th Anniversary Jewish Federation Tour. Israel is composed 20% of Palestinians. Magen David does not ask for religion or background, they just want to take care of the sick. All the blood is coming from Magen David. Having all this money go here right now is especially important because Michael Bloomberg has offered to match dollar for dollar all the money that is going over there. Right now to have an act of solidarity where we are doing something peaceful where we are trying to help people, this was the strongest organization.

Mayor Singer stated that it is a very smart and generous donation.

Mr. Ernesto Cohen, 254 Golden Beach Drive – our neighbor on the North has had for many years issues with the seawall. Sometimes it is just the seal that needs some maintenance. Know the Town did something to the North side of their wall to prevent the water from coming over, but her wall is slightly slanted to the North so when it rains it floods. Do not know if there is something the Town can do to abate the flooding in his house.

Town Manager stated that the Town is very aware of the situation and we will provide you with some relief. We are dealing with a very long-term resident with little resources available, but we will provide you with some relief.

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Kenneth Bernstein:

- Discussion of privatization of the Town's streets

Town Attorney Helfman spoke on the issue explaining the back-story. When the municipality was created in 1929, the physical town was created and land was subdivided into streets, lots, blocks, and parks. One thing that was done at the time by the developer was to put in the subdivision plaque language that said the streets and roadways are dedicated to the public. That allows people to drive in and out of the community even if they are not owners in the community. The governmental part of privatizing streets is relatively simple. They can pass a resolution that vacates the public dedication of the streets. When they make that decision under Florida law, the streets revert to each owner of the street. It does not go to an association or anybody else except the property owners. What the community has to do once they get ownership, they then have to figure out what to do in maintaining the community. You would have to get 100% of the owners to agree to place their property into a Home Owners Association that would then take responsibility of the roadway system. You would also need 100% of the owners to finance and pay for the roadways, the upkeep, the milling, drainage, the pumps, and then you would need the HOA to bill everyone every year to take care of it. The public police would not be able to patrol the streets, you would need

to get a private security company. There is one arrangement under State law where you can hire the police to enforce traffic, but you cannot hire the public agency to provide the private community with law enforcement. This becomes an extremely complicated process and takes 100% of the owners of the community to get together and create a mandatory association where everybody is going to contribute.

Vice Mayor Bernstein stated that the agreement with the utilities provides services to cities but not to private entities. It is no longer under the contract of the city.

Town Attorney stated that the agencies will have to deal with the private owners. There is another issue of much of the work that has been done on our streets was done with public money from the State. The money was granted to us because it was a public road. If we change to a private road, then there is a strong likelihood that the State may ask for the money back. I have never seen it done in a community this large.

Town Manager stated that his was brought to light partially about what happened in Israel, but a lot of it has to do with our residents and how are we secure. A lot of it falls on me for not effectively communicating with our residents about what goes on here.

Mr. Cohen stated that it would be important would be if the cameras worked especially on The Strand.

Town Manager stated that the new system has not been deployed yet. As part of our new CCTV program, we have a whole new system. We currently have 77 cameras deployed and they are not as effective as we would like for them to be which is why the Council approved to replace those cameras.

Mrs. Murciano stated that there are many other communities that are private. Understand that it is not easy, but it is doable. Wants to know if she can get a copy of the plats of Golden Beach to do some research and get some ideas. But maybe there is something that other people have seen.

Town Attorney stated that Gables Estates, Old Cutler Bay and Coco Plum have tried to do this and have not been successful doing it. If you look at some of these places like Coco Plum, there's an area at the back called Tahiti Beach and they made that area private. The County will not give you the money for a private system.

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 November meeting be moved to November 28th, but there was a conflict. Although the Council has never met in December, would the Council be opposed to meet on December 5th?

Mayor Singer asked about availability on Thursday, November 30th.

Town Manager stated that the November Council Meeting will be held on Thursday, November 30th. Also stated to save the date on Saturday, December 16th at 6 p.m. for the Annual Employee Holiday Event.

R. ADJOURNMENT:

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

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 7:44 p.m.

Respectfully submitted,

Lissette Perez

Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 30, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

2

Subject: Resolution No. 2907.23 - Approving A Mutual Aid Agreement
with the Town of Medley Police Department

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2907.23 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 Town of Medley 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. 2907.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE TOWN OF GOLDEN BEACH POLICE DEPARTMENT AND THE TOWN OF MEDLEY 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 Town of Medley Police Department, Florida, attached to this Resolution as Exhibit “A” between the Town and the Town of Medley 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 Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 30th day of November, 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 TOWN OF MEDLEY, FLORIDA AND
THE TOWN OF GOLDEN BEACH, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement is made as of this ____ day of _____, 2023, by and between the TOWN OF MEDLEY, FLORIDA, a Florida municipal corporation, having its principal office at 7777 NW 72 Avenue, Medley, Florida 33166, and the TOWN OF GOLDEN BEACH, FLORIDA, a Florida municipal corporation having its principal office at 1 Golden Beach Drive, Golden Beach, Florida 33160, and states as follows:

WHEREAS, it is the responsibility of the governments of the Town of Medley, 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 Town of Medley Police Department or the Town of Golden Beach Police Department; and

WHEREAS, the Town of Medley 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 manmade 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 Town of Medley 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 Town of Medley, 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 1: 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 Town of Medley 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 Town of Medley 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 Town of Medley 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, area 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 Town of Medley and the Town of Golden Beach for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle 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 actions 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 Town of Medley 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 expense 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 of 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 until _____, 2027. 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.

ROBERTO MARTELL
Mayor
Town of Medley, Florida
Date: _____

ATTEST:

VICTORIA MARTINEZ
Town Clerk
Town of Medley, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

MICHAEL PIZZI, ESQ.
Town Attorney
Town of Medley, Florida

JEANETTE SAID-JINETE
Chief of Police
Town of Medley, Florida

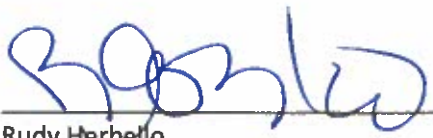
Glenn Singer
Mayor
Golden Beach, Florida
Date: _____

ATTEST:

Lissette Perez
Town Clerk
Golden Beach, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Stephen Helfman
Town Attorney
Golden Beach, Florida



Rudy Herbello
Chief of Police
Golden Beach, Florida




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 30, 2023

To: Honorable Mayor Glenn Singer &
Town Council Member

From: Alexander Diaz, 
Town Manager

Subject: **Resolution No. 2908.23 – Approving an Agreement between
the Town of Golden Beach and the State Attorney’s Office**

Item Number:

3

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2908.23 as presented.

Background:

The Agreement between State of Florida, Office of the State Attorney for the Eleventh Judicial Circuit of Florida and the Town of Golden Beach for the reimbursement of the State Attorney for the cost of State Attorney prosecution of town ordinances is approved in the form attached as Exhibit “A” (“Agreement”).

In order for the State Attorney to prosecute an Ordinance Violation (if it were ever needed) this formal agreement is required.

Fiscal Impact:

There is no fiscal impact to the Town at this time.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2908.23

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

WHEREAS, in order for the State Attorney of the Eleventh Judicial Circuit of Florida to prosecute municipal ordinances which are not ancillary to a felony Section 27.34(1), Florida Statutes, requires the Town to enter into a contract for these prosecutions; and

WHEREAS, the Town and the State Attorney wish to have the State Attorney prosecute these cases.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Agreement Approved. The Agreement between State of Florida, Office of the State Attorney for the Eleventh Judicial Circuit of Florida and the Town of Golden Beach for the reimbursement of the State Attorney for the cost of State Attorney Prosecution of town ordinances is approved in the form attached as Exhibit "A" ("Agreement").

Section 3. Implementation. The Town Mayor is authorized to execute the Agreement on behalf of the Town.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon approval by the Town Council.

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 Jaime Mendal	_____
Councilmember Judy Lusskin	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 30th day of November, 2023.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



STATE ATTORNEY

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
E. R. GRAHAM BUILDING
1350 N.W. 12TH AVENUE
MIAMI, FLORIDA 33136-2111

KATHERINE FERNANDEZ RUNDLE
STATE ATTORNEY

TOWN MANAGER

NOV 3

RECEIVED

TELEPHONE (305) 547-0100

October 1, 2023

Mr. Alexander Diaz
Town Manager
Town of Golden Beach
One Golden Beach Drive
Golden Beach, FL 33160

Dear Mr. Diaz,

Legislation passed in 2004 to implement Revision 7 to Article V of the Florida Constitution provides that the State Attorney may prosecute municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution (s. 27.02(1), Florida Statutes), or (2) the Town of Golden Beach has entered into a contract with the State Attorney for the prosecutions (s. 27.34(1), Florida Statutes).

Enclosed please find the agreement for the prosecution of ordinance violations. Previously we had sent a new agreement each October 1st covering a one-year period. This year we have changed the performance period to be ongoing. The agreement shall commence on October 1, 2023, and remain in effect until terminated, per the provisions of the agreement. Please sign and return one originally signed copy to this office. Alternatively, you may color scan and email a copy to Fiscal@MiamiSAO.com. If you would like to propose any changes or edits to the agreement, please email your request to Fiscal@MiamiSAO.com and we will provide you with an electronic version of the agreement.

This agreement is for the initial prosecution of ordinances only; the State Attorney's Office has no statutory authority to handle appeals relating to the constitutionality of ordinances. If you choose to not have the Office of the State Attorney prosecute municipal ordinance violations in accordance with sections 4 and 5 of Chapter 2004-265, Laws of Florida, you are requested to send a letter to that effect to the above address as soon as possible.

You will be billed at the statutorily prescribed rate of \$50 per hour. Our estimate is that, on average, it takes approximately 20 minutes per case, therefore, you will be charged at the rate of \$16.67 per case. Please note that this is the charge for ordinance prosecution only. Pursuant to state law, there are separate charges for indigent defense from the Public Defender and filing fees from the Clerk of the Court.

If you have any questions about the agreement or if I can provide any other information, please do not hesitate to contact me at StephenKTalpins@MiamiSAO.com.

Sincerely,

KATHERINE FERNANDEZ RUNDLE
State Attorney

By: _____

Stephen K. Talpins
Chief Assistant State Attorney

**AGREEMENT BETWEEN TOWN OF GOLDEN BEACH AND THE
STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE
STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF
CERTAIN CRIMINAL VIOLATIONS OF THE TOWN OF GOLDEN
BEACH CODE**

This agreement is entered into this 1st day of October, 2023 by Town of Golden Beach, a political subdivision of the State of Florida (hereinafter referred to as the “City”) and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as “State Attorney”).

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City’s Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This

agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II

Terms

This agreement shall take effect on October 1, 2023 and be automatically renewed annually at the commencement of the City's fiscal year, subject to annual reauthorization in the budget, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

ARTICLE III

Payment Schedule

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous quarter. The City shall remit each payment within thirty (30) days after receiving said invoice from the State Attorney.

ARTICLE IV

Responsibilities

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

ARTICLE V
Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VI
Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

ARTICLE VII
Service Charges

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE VIII
Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of age, race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

TOWN OF GOLDEN BEACH

By: _____

By: _____

ATTEST:

STATE ATTORNEY'S OFFICE
ELEVENTH JUDICIAL CIRCUIT

By: _____

By: _____


Stephen K. Talpins
Chief Assistant State Attorney



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 30, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

4

Ref: Resolution No. 2909.23 – Authorizing the Town's Participation in
Miami-Dade County's Community Development Block (CDBG)
Program

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2909.23 as presented.

Background:

The Community Development Block Grant (CDBG) Program was created by Title I of the Housing and Community Development Act of 1974. Miami-Dade County is applying for the CDBG Program and has asked the Town to participate to assist with them with the application process.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2909.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE TOWN'S PARTICIPATION IN MIAMI-DADE COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR THE PURPOSES OF SUPPORTING THE COUNTY'S APPLICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Development Block Grant (CDBG) Program is authorized by the Housing and Community Development act of 1974; and

WHEREAS, the Town wishes to support the County's application by participating as a municipality in the County's jurisdiction; and

WHEREAS, the Town Council finds that the Town's support of the County's application for the CDBG Program 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. Participation Approved. The Town's participation in the Miami-Dade County Community Development Block Grant (CDBG) Program for the purposes of supporting the County's application is hereby authorized and approved in the form attached as Exhibit "A" ("Agreement").

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 Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 30th day of November, 2023.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

Resolution Number # 1058-11
Awarded Amount \$ _____

**URBAN QUALIFICATION COOPERATION AGREEMENT FOR THE MIAMI-DADE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS
PROGRAM FUNDS FOR FISCAL YEARS 2024, 2025 AND 2026**

**BETWEEN
MIAMI-DADE COUNTY
AND
TOWN OF GOLDEN BEACH**

This Agreement (hereinafter referred to as "Agreement" or "Contract"), by and between Miami-Dade County, a political subdivision of the State of Florida through its Department of Public Housing and Community Development hereinafter referred to as "PHCD" and having its principal offices at 701 N.W. 1st Court, 14th Floor, Miami, Florida 33136, hereinafter referred to as "County", and TOWN OF GOLDEN BEACH, hereinafter referred to as "City" and having offices at 1 Golden Beach Drive, Golden Beach, Florida, 33160 and telephone number of (305) 932-0744, collectively referred to as the "Parties", states, conditions and covenants for the participation of City in the Community Development Block Grant, Home Investment Partnerships and Emergency Shelter Grant programs, which are administered by the Department of Housing and Urban Development ("HUD"), as part of the County's jurisdiction.

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County; and

WHEREAS, the Community Development Block Grant ("CDBG") Program is authorized by the Housing and Community Development Act of 1974, as amended, with the primary objective of promoting and development of viable urban communities. Program regulations are at 24 CFR Part 570; and

WHEREAS, the Home Investment Partnerships program ("HOME") is authorized under [Title II of the Cranston-Gonzalez National Affordable Housing Act](#), as amended. Program regulations are at [24 CFR Part 92](#); and

WHEREAS, the Emergency Shelter Grant ("ESG") program is authorized by the McKinney-Vento Homeless Assistance Act, as amended. Program regulations are at 24 CFR Part 576.

WHEREAS, the CDBG, HOME and ESG programs shall collectively be referred to as the "Federal Funds"; and

WHEREAS, the City desires to participate in the CDBG, HOME and ESG programs as a participating municipality in the County's jurisdiction; and

WHEREAS, the County is desirous of the City participating in the CDBG, HOME and ESG programs as part of the County's Entitlement jurisdiction; and

WHEREAS, it is mutually beneficial to each of the Parties hereto for the County to administer and execute the provisions of this Agreement in accordance with the terms and conditions hereinafter provided and subject to local ordinances and state and federal law; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has indicated that the County and City may cooperate as an Urban County Joint Entitlement Recipient in administration of CDBG, HOME and ESG; and

WHEREAS, County and City are required to execute a cooperation agreement, or renew an existing cooperation agreement, for the City's participation in the County's jurisdiction for Federal Funds for each three-year qualification period ("Qualification Period"); and

WHEREAS, the governing bodies of the County and the City have authorized the execution of this Agreement by the Chief Executive Officer of the County and City, respectively; and

WHEREAS, this Agreement shall be accompanied by a legal opinion from the County's counsel that the terms and provisions of this Agreement are fully authorized under State and local law and that the Agreement provides full legal authority for the County; and

WHEREAS, the County intends to further include within the Urban County the City,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City, by executing this Agreement, agrees that:
 - a. City may receive an allocation under the CDBG and HOME Programs through the County's Request for Application Process. If the County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments. (Note: this does not preclude the County or the City from applying for State HOME funds if the State allows.); and
 - b. City may not apply for grants from appropriations under the State CDBG Program for the fiscal years City participates in the County's CDBG program; and
 - c. City may receive an allocation under the ESG program only through the County. However, City may apply to the State for ESG funds, if the State allows.
2. This Agreement shall cover the County Qualification Period for Fiscal Years 2024, 2025, and 2026 for which the County is to qualify to receive Federal Funds. This Agreement shall remain in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period and any successive qualification periods pursuant to automatic renewal of this Agreement) are expended and the funded activities completed, and the County and the City cannot terminate or withdraw from this Agreement while the Agreement remains in effect.
3. This Agreement may be automatically renewed for successive three-year Qualification periods at the discretion of the County unless the County or the City provides written notice that it elects not to extend City's participation for the new Qualification Period. The City and County agree that a copy of such notice shall be timely sent to the HUD Field Office.
4. By the date specified in the HUD's Urban County Qualification Notice for each Qualification Period, the County will notify the City in writing of its right not to participate. A copy of the County's notification to City shall be sent to the HUD Field Office by the date specified in the Urban County Qualification schedule located in any applicable Urban County Qualification Notice for a Qualification Period.
5. The Parties agree that they will timely execute any amendments to the Agreement necessary to comply with the requirements for cooperation agreements, including those for automatic renewals, set forth in the current Urban County Qualification Notice, attached as Exhibit A, or future urban county qualification notices from HUD for the current or any future Qualification Period. The Parties further agree that any amendment so executed will be timely submitted to HUD as required by the Urban County Qualification CPD Notice 23-02, issued on April 10, 2023 and expiring on April 10, 2024. Failure to comply with the requirements of this section may cause the County to void the automatic renewal for the applicable qualification period.
6. The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

7. The County and City shall take all actions necessary to assure compliance with the County's certification under section 104(b) of Title I of the Housing and Urban Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. The County and City shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County and City are obligated to sign the assurances and certifications in HUD-424-B.
8. Under no circumstances shall the Federal Funds be used for activities in, or in support of, any participating municipality, including City, that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.
9. The City acknowledges that the County has final responsibility and authority for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD. The City agrees that during the term of this Agreement, the City will fully support the implementation of the County's Consolidated Plan and any amendments.
10. The City affirms that it has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within the City.
11. Pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
12. The County shall take the final responsibility and assume all the obligation of application for assistance under the provisions of the Housing and Community Development Act of 1974 and subsequent amendments, including the analysis of needs, the setting of objectives, the development of the HUD Consolidated Plan and Action Plans, and any other documents, assurances, or certificates as required by HUD, subject to change in legislation or regulations.
13. Funds for housing and community development activities shall be expended in a manner to reflect the needs of low to moderate-income groups pursuant to the Housing and Community Development Act 1974, as amended.
14. All records of the County or City related to this Agreement and any projects undertaken pursuant thereto shall, upon reasonable notice, be available for inspection by HUD, County and/or City auditors during the normal business hours.
15. This agreement shall be binding upon the Parties hereto and their successors and assigns.
16. The City and the County acknowledge that it may be necessary to dispose of real property that was originally acquired or improved in whole or in part using Federal Funds. The City agrees that it shall notify the County within thirty (30) days regarding any proposed modification or change in the use of real property from that planned at the time of acquisition or improvement, including disposition.

The City acknowledges that federal regulations may require a public hearing or other process prior to modifying, changing the use or disposing of such real property.

17. **Indemnification.** The County shall not assume any liability for the acts, omissions to act or negligence of the City, its agent, servants, or employees; nor shall the City exclude liability for its own acts, omissions to act, or negligence arising out of the City's performance pursuant to this Agreement. The City shall indemnify and hold harmless the County and its officers, employees and agents or instrumentalities from any and all liabilities, losses or damages, agents or of any kind nature arising out of, relating or resulting from performance of this Agreement by the Awardee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the County, where applicable, including appellate proceedings, and shall pay all cost, judgments, and attorney's fees which may issue thereon. The City expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the Awardee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein is indented to serve as a waiver of sovereign immunity by the County nor shall anything herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The provisions of this section survive the termination of expiration of this Agreement.
18. The County and City agree that neither the County nor the City shall sell, trade, or otherwise transfer all or any such portion of the Federal Funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

IN WITNESS THEREOF, the parties hereto have caused this five (5) page contract to be executed by their undersigned officials as duly authorized, this _____ day of _____ 2023.

AWARDEE:
TOWN OF GOLDEN BEACH

BY: _____

NAME: _____

TITLE: Manager

DATE: 11-15-2023

MIAMI-DADE COUNTY

BY: _____

NAME: _____

TITLE: Chief Community Services Officer

DATE: _____

APPROVED AS TO FORM:

BY: _____

NAME: Melissa Gallo

TITLE: Assistant County Attorney

DATE: _____

ATTEST:

Juan Fernandez-Barquin
CLERK OF THE COURT AND COMPTROLLER

BY: _____

DEPUTY CLERK

Passed, Adopted and approved this _____ day of _____ 2023

ATTEST

BY: _____

(Signature)

Type or Print Name
City Clerk

TOWN OF GOLDEN BEACH:

Mayor

APPROVED AS TO FORM:

BY: _____

City Attorney

AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 30, 2023

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

5

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2910.23 – Authorizing the Purchase of a Ford F250
XL for the Public Services Fleet

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2910.23. as presented.

Background and History:

The Town of Golden Beach Public Services Department is requesting to purchase a Ford F250 XL 4x4 fully equipped with emergency equipment. This vehicle will be instrumental for our daily services of the Town and its Residents. The Public Services Director is requesting the approval of the Town of Golden Beach Council in order to proceed with the request for said purchase.

This vehicle will be funded through the 2023-2024 fiscal year budget. We are seeking approval to place the order to avoid any increases in cost to the vehicle. Delivery is expected within the next 3 months.

Financial Impact:

The Total cost for the Ford F250 XL 4x4 is \$62,000.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2910.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF A FORD F250 XL CREW CAB AND THE PUBLIC SERVICES DEPARTMENT FLEET, AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP THE VEHICLE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to purchase One Ford F250 Crew Cab 4x4 in order to continue to provide service to the residents of Golden Beach; and

WHEREAS, the costs to the Town to purchase and equip One Ford F250 Crew Cab 4x4 is projected to be \$62,000.00, includes: one vehicle – with a purchase costs of \$58,840.45; emergency equipment and accessories - purchase and installation for each vehicle cost not to exceed an additional \$3,159.55 for a total cost per unit of \$62,000.00; and

WHEREAS, the Town Council desires to utilize General funds to pay for the vehicle for the Public Works Department; and

WHEREAS, the purchase will be made through the Florida Sheriff's Association, which offers statewide purchasing contracts on a variety of vehicles, equipment and services that are available to all eligible agencies; and

WHEREAS, the Public Works Director has recommended that the \$62,000.00 cost be taken from the Town's General Fund; 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. Authorization of Approval. The approval and execution of the purchase agreement of one Ford F250 XL 4x4 Crew Cab truck, as described and outlined in the Agenda Item Report attached and incorporated herein, 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.

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 Jaime Mendal	_____
Councilmember Judy Lusskin	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 30th day of November, 2023.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



Golden Beach Police Department

Prepared for:

Golden Beach Police Department
Yovany Diaz
ydzia@goldenbeach.us

Contract Holder

Duval Ford
Jared Davis
(Work) 904-381-6595
jared.davis@duvalmotor.com
405 Lane Ave N
Jacksonville, FL 32210

REV: 11/6/2023

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Code		Equipment	OEM Price Level:	BCSO Contract Price	
\$90/ Hr	Parts Quantity	2023 W2B	2024 Ford F-250 Super Duty Crew Cab XL, 4x4, 160" wheelbase	\$ 48,231.00	\$ 48,226.81
		OEM freight	Factory Destination	\$ 1,795.00	\$ 1,824.62
		Exterior Paint	Oxford White	\$ -	\$ -
		Interior	Medium Dark Slate, vinyl	\$ -	\$ -
		99A/44F	6.8L V8/10-spd auto	\$ -	\$ -
		X3E	3.73 Electronic Locking axle	\$ 392.00	\$ 398.47
		66S	Upfitter switches	\$ 150.00	\$ 152.48
		67B	410 amp alternator	\$ 104.00	\$ 105.72
		76C	Exterior backup alarm	\$ 137.00	\$ 139.26
		86M	Dual battery	\$ 191.00	\$ 194.15
Labor Hours.	Parts Quantity				
		Discount	Government Concession reflected in Base Vehicle Price		
		Ceiling Markup	Primary Awardee Ceiling Markup	1.65%	
		Ceiling Percentage Markup: Liftgate		18%	
		1	Tommy Gate G260 1642 EA38 (Aluminum, 2-piece)	\$ 5,140.00	\$ 6,065.20
			Incl replacing factory camera		
		Ceiling Percentage Markup: Accessories		29%	
		1	Line-X spray-in bedliner	\$ 450.00	\$ 580.50
		1	Additional remote key	\$ 225.00	\$ 290.25
0	Parts Quantity	Final Delivery			
		Labor	Total Labor Hours for installation of parts	\$ -	\$ -
		Freight	Freight on Parts	\$ -	\$ -
		345 33160	Destination & Fuel to end user zip code (calculated from 32210 to EU zip Code)	\$ 2.00	\$ 690.00
		Tag	New FL City Tag, processing and handling by dealer	\$ 173.00	\$ 173.00
		Warranty	Extended Warranty excluded	\$ -	\$ -
		NOTE	PED42621; Added liftgate		
UNIT COST				\$ 58,840.45	
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 58,840.45		



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 16, 2023

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

6

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2911.23 – Authorizing the Purchase of Two
Chevrolet Tahoe's Police Patrol Vehicles

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2911.23.

Background and History:

The Town of Golden Beach Police Department is requesting the purchase of two Chevrolet Tahoe's fully equipped with emergency equipment. These vehicles will be instrumental for our daily police patrols and Public Safety. The Chief of Police is requesting the approval of the Town Council in order to proceed with the request.

The Town will be acquiring these vehicles pursuant to the terms stipulated in the Florida Sheriff's Association Cooperative Purchasing Program.

Financial Impact:

The Total cost for Two Chevrolet Tahoe Police Patrol Vehicles is \$142,440.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2911.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF TWO CHEVROLET TAHOE POLICE PATROL VEHICLES AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP THE VEHICLES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to purchase Two Chevrolet Tahoe Police Package Vehicles in order to continue to provide service and police protection to the residents of Golden Beach; and

WHEREAS, the costs to the Town to purchase and equip Two Chevrolet Tahoe's is projected to be \$142,440.00, including: two vehicles – with a purchase cost of \$56,220.00 each; emergency equipment – with a purchase and installation cost for each vehicle not to exceed \$15,000.00, for a total of \$71,220.00 each; and

WHEREAS, the Town Council desires to utilize General funds to pay for the Police Patrol Vehicles; and

WHEREAS, the Chief of Police has recommended that the \$142,440.00 cost be taken from the Town's General Fund; 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. Authorization of Approval. The approval and execution of

the purchase agreement of Two Chevrolet Tahoe Vehicles, as described and outlined in the Agenda Item Report attached and incorporated herein, 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.

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 Jaime Mendal	_____
Councilmember Judy Lusskin	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 30th day of November, 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

MEMORANDUM

Date: November 30, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: **Resolution No. 2912.23 – Approving the Purchase of lighting fixtures and poles for the Re-imagined Tweddle Park**

Item Number:

7

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2912.23 as presented.

Background:

As we move forward on construction of Tweddle Park, the Town has been working with lighting engineers to ensure our park space has the appropriate lighting applications for the various programs throughout the park.

After a photometric study was completed, we were able to finalize the amount of sports lighting and ambient lighting that is best suited for the Town and its residents. Lighting systems typically have long lead times. It is in the best interest of the project schedule to proceed with the purchase as requested in the attached resolution.

This item is a purchase agreement for materials only – it does not include labor, installation, conduit or electrical costs.

Fiscal Impact:

The proposed scope for the purchase of lighting materials is \$162,056.25.
Funds will come from the 519 CIP Fund.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2912.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, REVISING THE SCOPE OF SERVICES FOR THE REIMAGINED TWEDDLE PARK PROJECT (“THE PROJECT”) TO INCLUDE THE PURCHASE OF LIGHTING FIXTURES AND POLES IN AN AMOUNT NOT TO EXCEED \$162,056.250; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to purchase lighting fixtures and poles for the Re-Imagined Tweddle Park project (“the project”); and

WHEREAS, the cost to revise the scope of services of the project to include the purchase of the lighting fixtures and poles will not exceed a total of \$162,056.25; and

WHEREAS, the Town’s General Contractor, Gerrits Construction, Inc., has prepared a scope of services to include the procurement of all of the lighting fixtures and poles; and

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

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

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

Section 2. Purchase Authorized. The expenditure of funds in an amount not to exceed \$162,056.25 for the purchase of lighting fixtures and poles is hereby authorized and approved.

Section 3. Implementation. That the Mayor and Town Manager are

authorized to take any and all action which is necessary to implement this Resolution, and the Mayor is authorized to execute a purchase agreement or proposal in connection with the purchase of lighting fixtures and poles for the Re-Imagined Tweddle Park Project, subject to the approval of the Town Attorney as to form and legal sufficiency.

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

Sponsored by the Town Administration.

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

Mayor Glenn Singer	_____
Vice Mayor 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 30th day of November, 2023.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



PROPOSAL

Date: 10/31/23
Proposal- 2015-2023-030
Golden Beach Civic Center

TO

Alexander Diaz
Town of Golden Beach
One Golden Beach Drive
Golden Beach, FL 33160
305-932-0744
Customer ID GOLDBCH

Salesperson	Job		
	Town of Golden Beach Civic Center		

Qty	Description	Unit Price	Line Total
	Based on latest revisions of adding various lighting including tennis, pickle ball courts, bollards, throughout the east side of the park. This proposal includes poles and light fixtures, it excludes light fixture bases, conduits and wiring to site lighting. Also excluded are Engineer fees, light poles foundation and trenching.		
	Carl Pursell, LLC - Electrical COR#19		\$142,600.00
	Architectural Fee - 8 hours @ \$725.00 p/hr.		\$5,800.00
	GCI Labor		\$1,600.00
	GCI Supervision		\$750.00
	GCI OH&P		\$11,306.25
	_____ Owner Approved	_____ Date	
Total			\$162,056.25

Thank you for your business!

Customer
Gerrits Construction Inc.
PO Box 810813
Boca Raton, FL 33481-0813

Change Order #19 Electric
Date: 10/26/2023

Contractor
Carl R. Pursell Construction LLC
739 Progress Way
Sanford, FL 32771

Location
Town of Golden Beach
One Golden Beach Drive
Golden Beach, FL 33160

	Check one: Site Work Building <input checked="" type="checkbox"/> Canopy	Cost
	Site Lighting: TY Type 26 B 3 P 3 P 4 EP 4 EP 4 RLT-A 2 RLT-A 10 RLT-B 10 RLT-B 10 RLT-B 15 RP 15 RP 2 CAL	\$142,600.00
	Sub Total	\$142,600.00
	Total Change Order	\$142,600.00
NOTE: This Change Order becomes part of and in conformance with the existing contract.		
WE AGREE hereby to make the change (s) specified above at this total price:		\$142,600.00
Date		Date
Authorized Signature (Contractor)		Authorized Signature (Customer)



Request for Submittals

The Town of Golden Beach Wellness Center

Project: 2023-001

Due Date: November 28, 2023

Company Name: _____

Project Overview:

The town is seeking to collaborate with design professionals to create and submit a schematic design for the proposed Wellness Center.

Scope of Work:

Design a new wellness Center for the Town of Golden Beach. The ground floor of the new building shall be at an elevation of +9.0 NAVD. Site grading will be established working alongside the town civil engineers. The new building, at a minimum must include a fitness center and various areas for community engagement. These spaces include multiple levels of interest for different age groups, a group training studio for aerobics, yoga and meditation. The goal for the Wellness Center is to serve as gateway to overall wellbeing and quality of life. In the post-COVID era, we have discovered the importance of social engagement and how it affects mental and physical health. The building shall be Class A construction with high end finishes. Special attention should be made to the orientation of the building on the site alongside the park amenities and existing conditions. Within the buildable area, there must be an accommodation for the future site of a 6,000 square foot youth playground.

Program:

- Fully equipped Gym with free weights & assist machines
- Group training/yoga room
- Accessible Restrooms/Family Restrooms
- 1,500 Sq. Ft. Outdoor Covered Pavilion
- Kids indoor play space
- Community gathering space & associated amenities

Current Conditions:

The project site is located adjacent to an existing 'annex' building and recreational amenities (exhibit A). Refer to the site survey (exhibit B) for coordination with existing utilities, i.e. sewer force main.

Evaluation Criteria:

A selection will be made of a responsible proposer whose proposal is determined to be the most advantageous to the Town, taking into consideration the following evaluation factors: references; experience of the proposers business as it relates to Architectural and Engineering services, cost and design.

Submissions must include a proposed site plan, preliminary floor plans, and a 3D sketch or rendering. The package must include a bid proposal for the architectural and engineering construction. The design must be for a facility that can be constructed for an estimated budget of \$4.5 to \$5.5 million. Designs proposed that will exceed the construction budget will be rejected. Inclusive of design & construction document production fees (Architectural, Mechanical, Electrical, Plumbing, Structure), building construction cost; all fixtures, furniture, and equipment for a Class A building.

Submission Requirements:

Sealed proposals will be received by the Town of Golden Beach, Florida at Town of Golden Beach Town Hall until November 28, 2023 at 4:00 p.m. **Two (2)** copies of the proposal shall be submitted. Proposal should be made on the bid proposal form provided herein. Proposals submitted on any other format shall be disqualified. Proposals shall be sealed and plainly marked on the outside of the envelope Project # 2023-001 Wellness Center. Proposals received after the specified time will not be considered and will be returned unopened. Mail or deliver proposals to the following address:

Town of Golden Beach Attn: Town Clerk

One Golden Beach Drive, Golden Beach, Florida 33160

Direct Questions to: LRovira@goldenbeach.us or call (305) 932-0744 ext. 242

Q&A Scheduled for November 8, 2023 @ 11:00am at the town council chambers, or via zoom <https://us02web.zoom.us/j/82835781426?pwd=TWM2ZE93TXpHcXVJQUtET2lkODJmQT09>

Meeting ID: 828 3578 1426

Passcode: 338571