

# TOWN OF GOLDEN BEACH

100 Ocean Boulevard Golden Beach, FL 33160

Official Agenda for the September 16, 2025 Regular Town Council Meeting called for 6:00 P.M.

**Zoom Room Meeting ID: 858 9974 3839 Password: 378947** 

For Dial In Only: Call 305.224.1968 Meeting ID: 858 9974 3839

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 <a href="mailto:lperez@goldenbeach.us">Lperez@goldenbeach.us</a> BY 2:00 P.M. TUESDAY, SEPTEMBER 16, 2025.

- A. MEETING CALLED TO ORDER
- **B. ROLL CALL**
- C. PRESENTATIONS/TOWN PROCLAMATIONS

GOLDEN BEACH YOUTH LEADERSHIP GROUP PRESENTATION

FLORIDA LEAGUE OF CITIES PRESENTATION

D. MOTION TO SET THE AGENDA

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

- E. GOOD AND WELFARE
- F. MAYOR'S REPORT
- G. COUNCIL COMMENTS
- H. TOWN MANAGER REPORT
- I. TOWN ATTORNEY REPORT
- J. ORDINANCES FIRST READING

None

K. ORDINANCES - SECOND READING

1. An Ordinance of the Town Council Amending the Town of Golden Beach Code of Ordinances to Correct a Scrivener's Error that was Inadvertently Struck Out of Ordinance 605.24 Concerning the Extension of Seawalls into Waterways.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY REVISING ARTICLE IV "SEAWALLS AND DOCKS", SECTION 46-81, "EXTENSION OF SEAWALL INTO WATERWAYS", WITHIN CHAPTER 46 "WATERWAYS", TO CORRECT A SCRIVENER'S ERROR THAT WAS INADVERTENTLY STRUCK OUT OF ORDINANCE 605.24; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Ordinance No. 1

Ordinance No. 611.25

**Sponsor:** Town Administration

Recommendation: Motion to Approve Ordinance No. 611.25

2. An Ordinance of the Town Council of the Town of Golden Beach Amending the Town's Code or Ordinances, Chapter 2 "Administration" Article VII, Section 2-258, "Travel Reimbursement".

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES TO REVISE CHAPTER 2, "ADMINISTRATION," BY AMENDING ARTICLE VII – FINANCE, SECTION 2-258, "TRAVEL REIMBURSEMENT", PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 2

Ordinance No. 612.25

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 612.25

L. QUASI JUDICIAL RESOLUTIONS

None

M. MAJOR PROJECTS UPDATE & PRESENTATIONS

- Wellness Center
- Closed Circuit Television (CCTV)
- Annex
- A1A Wayfinding
- Other Projects

# N. CONSENT AGENDA

3. A Resolution of the Town Council Approving the Payment of \$2,500 to the Women's Breast and Heart Initiative.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$2,500.00 TO THE WOMEN'S BREAST AND HEART INITIATIVE FOR THE 14<sup>TH</sup> ANNUAL BREAST CANCER GOLF TOURNAMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 3

Resolution No. 3029.25

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 3029.25

4. A Resolution of the Town Council Approving a Joint Project Agreement with the State of Florida Department of Transportation for Turf and Landscape Maintenance.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A JOINT PROJECT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR TURF AND LANDSCAPE MAINTENANCE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE MAYOR AND TOWN MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No.4

Resolution No. 3030.25

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 3030.25

5. A Resolution of the Town Council Approving A Mutual Aid Agreement between the City of Miami Beach and the Town of Golden Beach.

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

**Exhibit:** Agenda Report No. 5

Resolution No. 3031.25

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 3031.25

#### O. TOWN RESOLUTIONS

6. A Resolution of the Town Council Accepting the Benefit Proposal for Short Term/Long Term Disability Insurance and Life Insurance.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, ACCEPTING THE BENEFIT PROPOSAL FOR SHORT TERM/LONG TERM DISABILITY INSURANCE, LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE SUBMITTED BY THE STANDARD INSURANCE; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6

Resolution No. 3032.25

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 3032.25

7. A Resolution of the Town Council Awarding an Agreement for Comprehensive Health, Vision and Dental Insurance for the Employees of the Town and Eligible Dependents.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AWARDING AN AGREEMENT FOR THE PROVISION OF A COMPREHENSIVE HEALTH INSURANCE PLAN, INCLUDING A VISION PROVISION AND A DENTAL PLAN, FOR THE BENEFIT OF THE TOWN OF GOLDEN BEACH EMPLOYEES AND ELIGIBLE

DEPENDENTS; PROVIDING FOR CONDITION OF AWARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7

Resolution No. 3033.25

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 3033.25

8. A Resolution of the Town Council Establishing an Auditor Selection Committee to Select an Auditor to Conduct the Town's Annual Financial Audit.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ESTABLISHING AN AUDITOR SELECTION COMMITTEE TO ASSIST THE TOWN COUNCIL IN SELECTING AN AUDITOR TO CONDUCT THE ANNUAL FINANCIAL AUDIT; APPOINTING COMMITTEE MEMBERS; PROVIDING FOR DISSOLUTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 8

Resolution No. 3034.25

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 3034.25

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2024-2025 FISCAL YEAR OPERATING BUDGET FOR THE PURPOSE OF AWARDING EMPLOYEE BONUSES AND AMENDING THE ORIGINALLY ADOPTED BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 9

Resolution No. 3035.25

**Sponsor:** Town Administration

Recommendation: Motion to Approve Resolution No. 3035.25

#### P. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:

None

Vice Mayor Judy Lusskin:

None

Councilmember Kenneth Bernstein:

None Requested

Councilmember Bernard Einstein:

None Requested

Councilmember Jessie Mendal:

None Requested

Town Manager Alexander Diaz
None Requested

#### Q. 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.



Date:

To:

# TOWN OF GOLDEN BEACH

100 Ocean Boulevard Golden Beach, FL 33160

MEMORANDUM		
September 16, 2025	Item Number:	 ]
Honorable Mayor Glenn Singer &	4	

From: Alexander Diaz,

Town Manager

**Town Council Members** 

Subject: Ordinance No. 611.25 – Approving an Amendment to Ordinance

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605.24 Revising Town Code Section 46-81, "Extension of Seawall into

Waterways", to Address a Scrivener's Error

# **Recommendation:**

It is recommended that the Town Council adopt the attached Ordinance No. 611.25 as presented.

# **Background and History:**

Ordinance 605.24 was adopted at your September 30, 2024 Special Town Council meeting, revising Section 46-81, "Extension of Seawall into Waterways", of the Town's Code of Ordinances to expedite the repair, reconstruction and/or replacement of existing deficient seawall systems. Upon review of that ordinance, Town Administration noticed that a line had been inadvertently struck out.

This ordinance addresses that scrivener's error, by re-inserting the sentence that was unintentionally omitted.

#### **Financial Impact:**

None.

1	TOWN OF GOLDEN BEACH, FLORIDA				
2 3	ORDINANCE NO. <u>611.25</u>				
4 5	AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN				
6	OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S				
7	CODE OF ORDINANCES BY REVISING ARTICLE IV				
8 9	"SEAWALLS AND DOCKS", SECTION 46-81, "EXTENSION OF SEAWALL INTO WATERWAYS",				
10	WITHIN CHAPTER 46 "WATERWAYS", TO CORRECT A				
11	SCRIVENER'S ERROR THAT WAS INADVERTENTLY				
12 13	STRUCK OUT OF ORDINANCE 605.24; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION;				
14	PROVIDING FOR CONFLICTS; AND PROVIDING AN				
15 16	EFFECTIVE DATE.				
17	WHEREAS, on September 30, 2024, the Town Council of the Town of Golden Beach				
18	(the "Town") approved Ordinance 605.24 amending Article IV "Seawalls and Docks"				
19	Section 46-81, "Extension of Seawall into Waterways" of the Town's Code of Ordinance				
20	and				
21	WHEREAS, the Administration is asking that Ordinance 605.24 be amended to				
22	include a line, as set forth below, that was inadvertently struck out; and				
23	WHEREAS, the Town Council finds that amending Ordinance 605.24 to rectify the				
24	scriveners error is in the best interests of the Town.				
25	NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF GOLDEN				
26	BEACH, FLORIDA:				
27	Section 1. Recitals. That the recitals set forth above are hereby adopted and				
28	confirmed.				
29	Section 2. Amending Code. That the Code of Ordinances of the Town o				
30	Golden Beach, Florida is hereby amended by revising Section 46-81, "Extension o				

- 31 seawall into waterways" of Article IV, "Seawalls and Docks" within the existing Chapter
- 32 46, "Waterways", which section shall read as follows:<sup>1</sup>

#### ARTICLE IV. - SEAWALLS AND DOCKS.

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Sec. 46-81. Extension of seawall into waterways.

No part of any seawall, including slabs may extend beyond any lot property line into any waterway in the Town; however, an encroaching legal non-conforming seawall, and supporting structures may be repaired, reconstructed or replaced in its current location so long as the location does not pose a threat to navigation as determined by the Town Manager or his designee. The piles and cap beam may encroach into the waterway, if approved by the agency having jurisdiction.

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Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

<u>Section 4.</u> <u>Codification.</u> That it is the intent of the Town Council that the provisions of this ordinance shall become and be made a part of the Town's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered,

<sup>&</sup>lt;sup>1</sup> Additions to the text are shown in <u>underline</u>. Deletions to the text are shown in <u>strikethrough</u>. Additions added between first and second reading are shown in <u>double underline</u>.

52	and the word "ordinance" may be changed to "section," "article," "regulation," or such			
53	other appropriate word or phrase in order to accomplish such intentions.			
54	Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions of			
55	parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.			
56	Section 6. Effective Date. That this Ordinance shall be in full force and take			
57	effect immediately upon its passage and adoption.			
58	The Motion to adopt the foregoing Ordinance was offered by Vice Mayor Lusskin			
59	seconded by Councilmember Mendal, and on roll call the following vote ensued:			
60 61 62 63 64 65	Mayor Glenn Singer Vice Mayor Judy Lusskin Councilmember Jessie Mendal Councilmember Bernard Einstein Councilmember Kenneth Bernstein Aye			
66	PASSED AND ADOPTED on first reading this 3rd day of September, 2025			
67	The Motion to adopt the foregoing Ordinance was offered by,			
68	seconded by, and on roll call the following vote ensued:			
69 70 71 72 73 74 75	Mayor Glenn Singer Vice Mayor Judy Lusskin Councilmember Jessie Mendal Councilmember Bernard Einstein Councilmember Kenneth Bernstein  PASSED AND ADOPTED on second reading this 16th day of September 2025.			
76				
77 78 79 80 81	MAYOR GLENN SINGER ATTEST:			
82 83 84	LISSETTE PEREZ TOWN CLERK			

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86	APPROVED AS TO FORM
87	AND LEGAL SUFFICIENCY:
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92	STEPHEN J. HELFMAN
93	TOWN ATTORNEY
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# TOWN OF GOLDEN BEACH

# 100 Ocean Boulevard Golden Beach, FL 33160

#### MEMORANDUM

Item Number:

Date: September 16, 2025

To: Honorable Mayor Glenn Singer &

**Town Council Members** 

From: Alexander Diaz,

Town Manager

**Subject:** Ordinance No. 612.25 – Amending The Town's Code To Revise

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Chapter 2, Amending Article VII – Finance, Section 2-258,

Travel Reimbursement.

# **Recommendation:**

It is recommended that the Town Council adopt the attached Ordinance No. 612.25 as presented.

# Background:

On August 23, 2005, the Town Council adopted Ordinance No. 495.2005 creating Section 2-258 "Travel Reimbursement" within Chapter 2, Article VII — "Finance" of the Town's Code of Ordinances. The section was created to establish travel per diem rates for Town Staff within the Tri-County Area (Miami-Dade, Monroe and Broward Counties) and outside of the Tri-County Area.

In the 20 years since the adoption of that ordinance, per diem rates have seen an increase as stipulated by the U.S. General Services Administration. This ordinance amends this section to be in-line with current per diem rates.

# Fiscal Impact:

None.

# TOWN OF GOLDEN BEACH, FLORIDA

#### **ORDINANCE NO. 612.25**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES TO REVISE CHAPTER 2, "ADMINISTRATION," BY AMENDING ARTICLE VII – FINANCE, SECTION 2-258, "TRAVEL REIMBURSEMENT", PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

1	WHEREAS, the Town Council of the Town of Golden Beach ("Town Council")
2	adopted Ordinance No. 495.2005 on August 23, 2005 creating Section 2-258 "Travel
3	Reimbursement", in Article VII, "Finance"; and
4	WHEREAS, § 112.061, Florida Statutes, established certain uniform reimbursement
5	rates and limitations applicable to public officers, employees and authorized persons whose
6	travel expenses are paid by a public agency; and
7	WHEREAS, § 166.021, Florida Statutes, provides that the governing body of a
8	municipality may establish a per diem and travel expense policy for its officers, employees
9	and authorized persons that varies from the provisions of § 112.061; and
10	WHEREAS, § 166.021 states that a municipality that provides a per diem and travel
11	expense policy shall be deemed to be exempt from al provision of § 112.061; and
12	WHEREAS, the Town Council desires to amend Section 2-258, "Travel
13	Reimbursement", to be included in Article VII, "Finance", of the Code of Ordinances of the
14	Town of Golden Beach, Florida; and
15	WHEREAS, the Town Council finds that the adoption of this Ordinance is necessary
16	to be in-line with current U.S. General Services Administration per diem and travel expense
17	rates; and
18	WHEREAS, the Town Council finds that this Ordinance is in the best interest of the
19	Town.

20	NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF GOLDEN						
21	BEA	СН,	FLORIDA:				
22		<u>S</u>	ection 1.	Recitals Adopted.	That the pre	eceding "Whereas'	' clauses are
23	ratifie	ed ar	nd incorpora	ted as a record of the	legislative inter	nt of this Ordinance	).
24		S	ection 2.	Code Amended. T	nat the Town o	of Golden Beach Co	ode is hereby
25	amer	nded	to modify	Chapter 2 "Admin	istration", Artic	cle VII- "Finance"	, Division 1.
26	"Gen	erall	y", Section 2	2-258 "Travel Reimbu	sement" as foll	ows:1	
27	СНА	PTE	R 2 Admini	stration			
28	* * *						
29	ART	ICLE	VII FINA	NCE			
30	* * *						
31	DIVIS	SION	1. GENER	ALLY			
32 33	* * *						
34	Sec.	2-25	58 – Travel ı	reimbursement.			
35 36 37	` '		nitions. For t	the purposes of this seed:	ection, the follow	wing words shall ha	ave the
38 39 40 41 42	Authorized person shall mean a person, other than a member of the Council, who is authorized by the Town Manager to incur travel expenses in the performance of his or her official duties, or a person who is called upon by the Council to contribute time and services as consultant or advisor or a person who is a candidate for an executive or professional position.						
43 44				shall mean train, bus ental cars of an establi			eduled or
45 46				ean any Town Counci veling on Town busin		d member, employe	ee or
47	Tri-County Area shall mean Miami-Dade, Monroe and Broward Counties.						
48	(b)	Auth	ority to incu	r traveling expense.			
49 50 51 52 53		(1)	approved by approved by Manager. T	Il persons except men y the Town Manager. y the Council and rein he Town Manager sha pursement unless it is	All travel by meabursement the all not authorize	embers of the Coun in requested from tle or approve any re	icil must be ne Town

<sup>&</sup>lt;sup>1</sup> Additions to the text are shown in <u>underline</u>. Deletions to the text are shown in <del>strikethrough</del>.

- reimbursement request form completed by the traveler stating that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of official duties, verified by a written declaration that it is true and correct as to every material matter, and also stating the purpose of such travel, and in the case of a member of the Council, that such travel has been approved by the Council.
  - (2) Traveling expenses for travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the Town and must be within the limitations prescribed by this Section.
  - (c) Per diem and subsistence allowance. For purposes of reimbursement, rates and methods of calculation of per diem subsistence allowances shall be divided into one of the following groups.
    - (1) All travelers traveling out of the Tri-County Area may be allowed a flat, \$50.00 \$90.00 per diem for subsistence, plus reimbursement for actual lodging expenses at the single occupancy rate with paid receipts.
    - (2) All travelers traveling within the Tri-County Area for a period exceeding 24 consecutive hours may be allowed up to \$30.00 \$70.00 subsistence per diem in lieu of individual meal allowance rates, plus reimbursement for actual lodging expenses at the single occupancy rate with paid receipts.
    - (3) All travelers traveling within the Tri-County Area for fewer than 24 consecutive hours may be allowed reimbursement for actual expenses, including tips, for meals up to the following amounts:

Breakfast: \$5.00 \$15.00 Lunch: \$10.00 \$20.00 Dinner: \$15.00. \$35.00

- (4) When a traveler attends an event on the Town's behalf and the fixed price of the meal exceeds the per meal allowance, the traveler shall be reimbursed the actual cost of the meal as authorized by the Town Manager.
- (d) Transportation.

- (1) All travel must be by a usually traveled route. In case a person travels by an indirect route for his or her convenience, any extra costs shall be borne by the traveler and reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route. The Town Manager shall designate the most economical method of travel for each trip.
- (2) Transportation by common carrier when traveling on official business and paid for personally by the traveler shall be substantiated by a receipt. Travelers shall endeavor to obtain the most economical class of travel. Charges in excess of the most economical class shall be refunded by the traveler to the Town.
- (3) Whenever travel is by privately owned vehicles, the traveler shall be entitled to a mileage allowance at the rate authorized by the Internal Revenue Service for computing the value of personal use of an employer-supplied vehicle or the common carrier fare (coach class) for such travel, to be determined by the Town Manager. All mileage shall be shown from point of origin to point of destination based on the odometer reading.

99 (e) Other expenses: The following incidental traveling expenses of the traveler may be 100 reimbursed: 101 (1) Taxi fare; 102 (2) Ferry fares; and bridge, road and tunnel tolls; 103 (3) Storage, valet or parking fees; 104 (4) Telecommunication expense, when directly related to Town business; 105 (5) Tips, other than meals; 106 (6) Convention registration fee while attending a convention or conference which 107 will serve a direct public purpose with relation to the Town served by the person 108 attending such meetings. However, any meals or lodging included in the 109 registration fee shall be deducted from the allowances provided in subsection 110 (c). General reimbursements to Councilmembers. Notwithstanding any of the foregoing 111 112 restrictions and limitations, the Mayor and other Councilmembers may be reimbursed 113 for reasonable expenses incurred by them in the performance of their duties, in maximum amounts to be set by resolution, provided that: 114 115 (1) the activities in which the expenses were incurred are of identifiable benefit to 116 the Town, and 117 (2) receipts are provided to substantiate such expenses. 118 (g) Advancements. Notwithstanding any of the foregoing restrictions and limitations, the 119 Town Manager may make, or authorize the making of, advances to cover anticipated 120 costs of travel to travelers. 121 (h) In rare instances, unusual situations may occur in which travel not covered in this 122 section is required. In such instances, the Town Manager is authorized to approve 123 the necessary travel expenses to accomplish the Town's objectives. 124 (i) Rules and regulations. The Town Manager shall prescribe such forms and 125 procedures as may be necessary to effectuate the purpose of this section. 126 127 \* \* \* 128 129 **Code Amended.** That is any section, paragraph, sentence or word Section 3. 130 of this Ordinance or the application thereof to any person or circumstance is held invalid, 131 that the invalidity shall not affect the other sections, paragraphs, sentences, words or 132 application of this Ordinance. 133 Section 4. **Codification.** That it is the intention of the Town Council of Golden 134 Beach, and it is therefore ordained, that the provisions of the Ordinance shall become and 135 be made a part of the Town of Golden Beach Code of Ordinances, that sections of this

136	Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the				
137	word "Ordinance" shall be changed to "Section" or other appropriate word.				
138	Section 5. Repealer. That all Ordinances, parts of Ordinances, Resolutions or				
139	parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent				
140	of such conflict.				
141	Section 6. Effective Date. That this Ordinance shall become effective				
142	immediately upon its passage and adoption.				
143	The Motion to adopt the foregoing Ordinance was offered by Vice Mayor Lusskin,				
144	seconded by Councilmember Mendal, and on roll call the following vote ensued:				
145 146 147 148 149 150 151	Mayor Glenn Singer Vice-Mayor Judy Lusskin Councilmember Kenneth Bernstein Councilmember Jessie Mendal Councilmember Bernard Einstein  PASSED AND ADOPTED on first reading this 3rd day of September, 2025.				
152	The Motion to adopt the foregoing Ordinance was offered by,				
153	seconded by, and on roll call the following vote ensued:				
154 155 156 157 158 159 160	Mayor Glenn Singer Vice-Mayor Judy Lusskin Councilmember Kenneth Bernstein Councilmember Jessie Mendal Councilmember Bernard Einstein  PASSED AND ADOPTED on second reading this 16th day of September 2025.				
161					
162 163 164 165 166 167	ATTEST: MAYOR GLENN SINGER				
168 169 170 171 172	LISSETTE PEREZ TOWN CLERK				

173	APPROVED AS TO FORM	
174	AND LEGAL SUFFICIENCY:	
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178	STEPHEN J. HELFMAN	
179	TOWN ATTORNEY	



# TOWN OF GOLDEN BEACH

# 100 Ocean Boulevard Golden Beach, FL 33160

#### MEMORANDUM

Date: September 16, 2025

To: Honorable Mayor Glenn Singer &

**Town Council Members** 

From: Alexander Diaz,

Town Manager

Subject: Resolution No. 3029.25- Authorizing and Approving the

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payment of \$2,500.00 to the Women's Breast and Heart Initiative for the 14th Annual Breast Cancer Golf Tournament

Item Number:

3

## **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 3029.25 as presented.

#### Background:

This resolution approves a donation to the Women's Breast & Heart Initiative.

The Women's Breast and Heart Initiative is an outreach organization dedicated to educating women about the importance of breast and heart health while providing them with the resources to beat these diseases. The organization's mission is to save lives by connecting under-served women with the early detection necessary to fight breast cancer and heart disease.

The 13th Annual Breast Cancer Golf Tournament will be held on Friday, October, 3<sup>rd</sup> at the JW Marriott Turnberry Resort Soffer Golf Course 19999 West Country Club Drive, Aventura, Florida 33180.

Our Sponsorship reflects the Town's commitment in the fight to find a cure.

# Fiscal Impact:

If approved by Council the amount authorized will be \$2,500.00.

#### TOWN OF GOLDEN BEACH, FLORIDA

# **RESOLUTION NO. 3029.25**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$2,500.00 TO THE WOMEN'S BREAST AND HEART INITIATIVE FOR THE 14<sup>TH</sup> ANNUAL BREAST CANCER GOLF TOURNAMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Women's Breast and Heart Initiative is a non-profit outreach organization dedicated to educating women about the importance of breast and heart health; and

WHEREAS, the mission of the Women's Breast Health Initiative is to save lives by connecting under-served women with the early detection necessary to fight breast cancer and heart disease; and

**WHEREAS**, the Town Council finds that a contribution in the amount of \$2,500.00 to the Women's Breast Health Initiative 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:

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

**Section 2. Authorization**. That the payment of \$2,500.00 to the Women's Breast and Heart Initiative is hereby authorized and approved.

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

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

upon approval of the Town Council.		
Sponsored by the Town Administr	ation.	
The Motion to adopt the foregoing Resol	ution was offered by	, seconded by
and on roll call the following	ng vote ensued:	
Mayor Glenn Singer Vice Mayor Judy Lusskin Councilmember Bernard Ein Councilmember Jessie Mend Councilmember Kenneth Be	dal	
PASSED AND ADOPTED by the T	own Council of the Town of G	olden Beach, Florida
this <u>16<sup>th</sup></u> day of <u>September</u> , 2025.		
	MAYOR GLENN	SINGER
ATTEST:		
LISSETTE PEREZ TOWN CLERK		
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:		
STEPHEN J. HELFMAN		

**TOWN ATTORNEY** 



# TOWN OF GOLDEN BEACH

# 100 Ocean Boulevard Golden Beach, FL 33160

#### MEMORANDUM

Date: September 16, 2025

To: Honorable Mayor Glenn Singer &

**Town Council Members** 

From: Alexander Diaz,

Town Manager

Subject: Resolution No. 3030.25- Authorizing a Joint Project

Agreement with FDOT for Turf and Landscape Maintenance

Item Number:

# Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 3030.25 as presented.

# **Background:**

The Town has had a long-standing agreement with the Florida Department of Transportation (FDOT) for the maintenance of Ocean Boulevard. The agreement calls for the Town to maintain Ocean Boulevard and reimburses the Town for expenses related to the maintenance.

Our annual costs for this service average \$355,749.00 per year, of which \$16,800.00 is provided by FDOT.

#### Fiscal Impact:

\$16,800.00 provided by Florida Department of Transportation.

# TOWN OF GOLDEN BEACH, FLORIDA

# **RESOLUTION NO. 3030.25**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A JOINT PROJECT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR TURF AND LANDSCAPE MAINTENANCE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE MAYOR AND TOWN MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") desires to enter into a Joint Project Agreement with the State of Florida Department of Transportation ("FDOT") concerning turf and landscape maintenance of certain FDOT rights-of-way; and

WHEREAS, the Town Council finds that approval of the attached Joint Project Agreement between FDOT and the Town 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:

<u>Section 1.</u> <u>Recitals Adopted.</u> That the foregoing recitals are true and correct and incorporated herein by this reference.

<u>Section 2.</u> <u>Agreement Approved.</u> That the Joint Project Agreement, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), is hereby approved, and the Mayor is authorized to execute the Agreement on behalf of the Town, once approved by the Town Attorney as to form and legal sufficiency.

<u>Section 3.</u> Implementation. That the Mayor and Town Manager are authorized to take any and all action necessary to implement and enforce the purposes of this

Resolution and the Agreement on behalf of the Town.

	Section 4.	Effective Date.	That this	Resolution	shall be effective	ve immediately
upon a	adoption.					
	Sponsored by	y the <b>Town Admi</b>	nistration	າ.		
The N	Motion to adop	ot the foregoing R	esolution	was offered	d by	, seconded
by		and on roll call th	ne followir	ng vote ens	ued:	
	Councilmem	•	tein			
	PASSED AN	<b>ND ADOPTED</b> by	the Tow	n Council	of the Town of (	Golden Beach,
Florida	a, this <u>16<sup>th</sup></u> day	of <u>September,</u> 20	)25.			
				MAYOR (	GLENN SINGER	<del></del>
ATTE	ST:					
	TTE PEREZ N CLERK					
	OVED AS TO LEGAL SUFFI					
	HEN J. HELFI NATTORNEY					

# **RESOLUTION 3030.25 EXHIBIT A**

# TURF AND LANDSCAPE MAINTENANCE DEPARTMENT FUNDED AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND TOWN OF GOLDEN BEACH

This Agreement, is made and entered into thisday	of, 20, by and
between the State of Florida Department of Transportation, a c	omponent agency of the State of
Florida, hereinafter referred to as the 'DEPARTMENT', and To	wn of Golden Beach, a municipa
corporation of the State of Florida, hereinafter referred to as the	'LOCAL GOVERNMENT'.

# **RECITALS:**

**WHEREAS,** the DEPARTMENT has jurisdiction and maintains State Road A1A/Ocean Boulevard in the LOCAL GOVERNMENT; and

WHEREAS, the DEPARTMENT, at the LOCAL GOVERNMENT's request, has agreed to compensate the LOCAL GOVERNMENT for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

WHEREAS, the LOCAL GOVERNMENT recognizes that the State Right-of-Way contains turf and landscape, which requires ongoing maintenance; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number <u>252354-6-78-01</u>, and has agreed to compensate the LOCAL GOVERNMENT for turf and landscape maintenance services as further described in Exhibit "A" – Scope of Services, and in accordance with the provisions of Exhibit "B" – Financial Summary, which exhibits are attached hereto, and incorporated by reference; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the LOCAL GOVERNMENT is aware this Agreement will supplement all maintenance requirements between the DEPARTMENT and the LOCAL GOVERNMENT for all previously executed Permits and Agreements; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Section 339.08(e), 335.055, and 339.12, Florida Statutes (F.S.);

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

#### 1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

# 2. GENERAL REQUIREMENTS AND OBLIGATIONS OF THE PARTIES

- a. The LOCAL GOVERNMENT has submitted this Agreement to its LOCAL GOVERNMENT Council/Commission for ratification or approval by resolution. A copy of said approval resolution is attached hereto as "Exhibit "D" Local Government's Resolution", and is herein incorporated by reference.
- b. The LOCAL GOVERNMENT shall not commence the PROJECT until issuance of a written notice to proceed by the DEPARTMENT, and the DEPARTMENT shall not compensate the LOCAL GOVERNMENT for any PROJECT work undertaken prior to the date of Notice to Proceed.
- c. The LOCAL GOVERNMENT shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way (the project limits) as described in Exhibit "A".
- d. The LOCAL GOVERNMENT shall be responsible for performing the required maintenance within the project limits with the minimum frequencies stipulated in Exhibit "A".
- e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program", and Index 546 of the latest FDOT Design Standards.
- f. Before the LOCAL GOVERNMENT starts the work, the DEPARTMENT shall be notified, via fax or e-mail. The fax or e-mail shall be sent to the attention of the North Miami-Dade Maintenance Engineer, Bencze Vajta, P.E. at (305) 640-7165 or Bencze.Vajta@dot.state.fl.us
- g. The LOCAL GOVERNMENT shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the LOCAL GOVERNMENT.
- h. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.
- i. The LOCAL GOVERNMENT shall not plant additional landscaping within the limits Turf and Landscape Maintenance Department Funded Agreement

of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the LOCAL GOVERNMENT to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.

- j. This Agreement shall not obligate the DEPARTMENT to pay the LOCAL GOVERNMENT to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the LOCAL GOVERNMENT to maintain any such additional landscaping.
- k. Payments to the LOCAL GOVERNMENT shall be made in accordance with Sections 3 and 5 of this Agreement.

#### 3. FINANCIAL PROVISIONS

- a. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT, up to the maximum participating annual amount of \$16,800.00 for completion of the services described in Exhibit "A" Scope of Services. The method of compensation is included in Exhibit "B" Financial Summary.
- b. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT, identified as PROJECT Number <u>252354-6-78-01</u>, and the quantifiable, measurable, and verifiable units of deliverables, consisting of the performance measures services required to perform the PROJECT Scope of Services described in Exhibit "A". (Section 287.058(1)(d) and (e), F.S.).
- c. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A", accompanied by the duly executed certification document in Exhibit "C", thereby establishing that the Scope of Services described in Exhibit "A" have been completed. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments. (Section 287.058 (1)(a), F.S.).
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT, or performed by the LOCAL GOVERNMENT, and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" Scope of Services was met (see Exhibit "C" Turf and Landscape JPA Work Certification Document).
- e. There shall be no reimbursement or compensation for travel expenses under this Agreement.

f. Payment shall be made only after receipt and approval of goods and/or services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT.

The LOCAL GOVERNMENT shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term. (Section 287.058(1)(h), F.S.).

The LOCAL GOVERNMENT providing goods and/or services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (Section 215.422(1), F.S.).

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the LOCAL GOVERNMENT. Interest penalties of less than one (1) dollar will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices that have to be returned to LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. (Section 215.422(3)(b), F.S.).

A Vendor Ombudsman has been established within the DEPARTMENT of Financial Services. The duties of this individual include acting as an advocate for LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516. (Section 215.422(5) and (7), F.S.).

g. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of Turf and Landscape Maintenance Department Funded Agreement

this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT's general accounting records and the PROJECT records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. (Section 287.058(4), F.S.).

h. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

- i. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (Section 216.311, F.S.).
- j. The LOCAL GOVERNMENT shall:
  - i. Utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and
  - ii. Expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. (Executive Order Number 2011-02).

The LOCAL GOVERNMENT shall insert the above clause into any contract entered into by the LOCAL GOVERNMENT with vendors or contractors hired by the LOCAL GOVERNMENT for purposes of performing its duties under this Agreement.

#### 4. COMMUNICATIONS

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation

1000 NW 111 Avenue, Room 6205

Miami, Florida 33172

Attention: District Maintenance Engineer

To LOCAL GOVERNMENT: Town of Golden Beach

1 Golden Beach Drive

Golden Beach, Florida 33160 Attention: Town Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

#### 5. INVOICING

- a. The LOCAL GOVERNMENT shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include a completed Turf and Landscape JPA Work Certification Document (Exhibit "C") certifying that the goods and/or services to be completed and paid under this Agreement have been satisfactorily completed and delivered in accordance with the required Scope of Work in Exhibit "A".
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the LOCAL GOVERNMENT from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the LOCAL GOVERNMENT for the actual work it performs.
  - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the LOCAL GOVERNMENT from performing its work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

#### 6. FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of goods and services unless advance

Turf and Landscape Maintenance Department Funded Agreement

between the Florida Department of Transportation and Town of Golden Beach

Financial Project # 252354-6-78-01

payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. Deliverable(s) must be received and accepted in writing by the Contract Manager on the DEPARTMENT's invoice transmittal forms prior to payment. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within thirty (30) calendar days by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the DEPARTMENT may, at its option, proceed as follows:

- a. The LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement period. (Section 287.058(1)(h), F.S.).
- b. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the LOCAL GOVERNMENT; or
- c. Terminate this Agreement.

#### 7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the effective date of this Agreement, which shall be the date reflected on the written notice to proceed, and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the LOCAL GOVERNMENT. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory LOCAL GOVERNMENT performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

#### 8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with Section 287.058(1)(c), F.S., the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the LOCAL GOVERNMENT refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the LOCAL GOVERNMENT pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

#### 9. ENTIRE AGREEMENT

This Department Funded Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

#### 10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

#### 11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the LOCAL GOVERNMENT expressed in writing, executed and delivered by each party.

#### 12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

#### 13. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the LOCAL GOVERNMENT shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the LOCAL GOVERNMENT's negligent exercise or of its responsibilities as set out in this AGREEMENT,

including but not limited to, any negligent act, negligent action, negligence or omission by the LOCAL GOVERNMENT, its officers, agents, employees or representatives in the performance of this AGREEMENT, whether direct or indirect, except that neither the LOCAL GOVERNMENT nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages caused or resulting from the negligence of the DEPARTMENT.

The LOCAL GOVERNMENT's obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the LOCAL GOVERNMENT's receipt of the DEPARTMENT's notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 4 of this AGREEMENT. The DEPARTMENT's failure to notify the LOCAL GOVERNMENT of a claim shall not release the LOCAL GOVERNMENT of the above duty to defend and indemnify the DEPARTMENT.

The LOCAL GOVERNMENT shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The LOCAL GOVERNMENT's evaluation of liability or its inability to evaluate liability shall not excuse the LOCAL GOVERNMENT's duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the DEPARTMENT was negligent shall excuse performance of this provision by the LOCAL GOVERNMENT.

TOWN OF GOLDEN BEACH:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: \_\_\_\_\_\_ BY: \_\_\_\_\_ DISTRICT SECRETARY

ATTEST: \_\_\_\_\_ (SEAL) LOCAL GOVERNMENT CLERK (SEAL) EXECUTIVE SECRETARY

DISTRICT CHIEF COUNSEL

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and

year above written.

**LEGAL REVIEW:** 

LOCAL GOVERNMENT ATTORNEY

# Exhibit "A" Scope of Services

# Maintenance Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on the State Roads below in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the LOCAL GOVERNMENT shall maintain all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time.

State Road No.	Street Name	From	То
A1A	Ocean Boulevard	Terracina Avenue	Miami-Dade/Broward County Line

For each of the following work activities, the LOCAL GOVERNMENT shall be responsible for performing these minimum frequencies:

- Litter Pickup eighteen (18) times per year
- Mowing, including Edging and Weed Control eighteen (18) times per year
- Landscape Maintenance/Tree Trimming twelve (12) times per year

The LOCAL GOVERNMENT shall perform a minimum of two cycles per quarter for each of the work activities described above.

The LOCAL GOVERNMENT's maintenance obligations shall include but not be limited to:

- a. Mowing, cutting and/or trimming and edging the grass and turf.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the DEPARTMENT'S right-of-way.
- c. Maintaining existing decorative bricks, mulch and other aesthetic features currently found within these corridors.
- d. Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in a healthy and vigorous growing condition.

Turf and Landscape Maintenance Department Funded Agreement between the Florida Department of Transportation and Town of Golden Beach Financial Project # 252354-6-78-01 Page 11 of 15

- e. Paying for all water use and all costs associated therewith.
- f. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- g. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- h. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.
- i. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by (a) to (h).
- j. Submitting Lane Closure Requests to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT's right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

FDOT Financial Project Number: 252354-6-78-01

County: Miami-Dade

#### **FDOT Project Manager:**

Bencze Vajta, P.E. - (305) 640-7165 or Bencze. Vajta@dot.state.fl.us

# **LOCAL GOVERNMENT Project Manager:**

Alexander Diaz, Town Manager - (305) 932-0744 ext. 224 or alexdiaz@goldenbeach.us

# **Exhibit "B" Financial Summary**

### Financial Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall submit invoices to the DEPARTMENT as described in Section 5 of this Agreement for the work described in Exhibit "A". The following are the maximum participating compensation amounts the DEPARTMENT will make annually for each of these work activities:

• Litter Pickup: \$800.00

• Mowing, including Edging and Weed Control: \$ 1,850.00

• Landscape Maintenance/Tree Trimming: \$ 14,150.00

TOTAL ANNUAL PROJECT AMOUNT ELIGIBLE FOR COMPENSATION BY THE DEPARTMENT: \$16,800.00.

The LOCAL GOVERNMENT may choose to exceed the required minimum maintenance frequencies for each of the work activities described above at no additional cost to the DEPARTMENT.

### Exhibit "C"

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TURF AND LANDSCAPE JPA WORK CERTIFICATION DOCUMENT

CONTRACT NO:		Q1/Q2/Q3/Q4:							
MUNICIPALITY:		INVOICE NO:							
PAGE OF									
	ed by the Municipality certifying and designee, will complete the portion conf								
Laureitan (CD		Date Work Performed							
Location / SR	Litter Pickup	Mowing *	Landscape/Tree Trimming						
Comments / Remarks:			·						
MUNICIPALITY CERTIFYING WO	RK WAS COMPLETED PER CONTRACT	FDOT CONFIRMS WORK	WAS COMPLETED PER CONTRACT						
Name (Print):		Name (Print):							
Signature:		Signature:							
Date:		Date:							

<sup>\*</sup> mowing work description also includes all types of mowing and edging/sweeping

# **Exhibit "D" LOCAL GOVERNMENT's Resolution**

To be herein incorporated once approved by the LOCAL GOVERNMENT Council/Commission.



### TOWN OF GOLDEN BEACH

### 100 Ocean Boulevard Golden Beach, FL 33160

### MEMORANDUM

Item Number:

5

Date: September 16, 2025

To: Honorable Mayor Glenn Singer &

**Town Council Members** 

From: Alexander Diaz,

Town Manager

Subject: Resolution No. 3031.25 - Approving a Mutual Aid Agreement

with the Miami Beach Police Department

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 3031.25 as presented.

### Background:

The Town of Golden Beach has entered into a number of mutual aid agreements which enable the Police Department to receive assistance from other agencies and to aid those agencies when they request it. This agreement provides for the Police Department to request assistance from and to provide assistance to the Miami Beach 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. 3031.25**

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 CITY OF MIAMI BEACH 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 City of Miami Beach Police Department, Florida, attached to this Resolution as Exhibit "A" between the Town and the City of Miami Beach, 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.
- <u>Section 2</u>. <u>Agreement Approved.</u> 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.
- <u>Section 3</u>. <u>Implementation.</u> That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.
- <u>Section 4</u>. <u>Effective Date.</u> That this resolution shall become effective immediately upon approval of the Town Council.

Sponsored by Town Administra	tion
The Motion to adopt the foreg	oing Resolution was offered by,
seconded by and on roll	call the following vote ensued:
Mayor Glenn Singer Vice Mayor Judy Lusskin Councilmember Kenneth Bernst Councilmember Jessie Mendal Councilmember Bernard Einstei	<u> </u>
PASSED AND ADOPTED by the	ne Town Council of the Town of Golden Beach,
Florida, this <u>16<sup>th</sup></u> day of <u>September</u> , 202	5.
ATTEST:	MAYOR GLENN SINGER
LISSETTE PEREZ TOWN CLERK	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
STEPHEN J. HELFMAN TOWN ATTORNEY	

### **RESOLUTION 3031.25 EXHIBIT A**

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

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2025 ("Effective Date"), by and between the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation having its principal office at 1700 Convention Center Drive, Miami Beach, Florida 33139, and the TOWN OF GOLDEN BEACH, FLORIDA, having its principal office at 100 Ocean Boulevard, Golden Beach, Florida 33160, state as follows:

### **RECITALS**

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

WHEREAS, because of the 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 Golden Beach Police Department or the City of Miami Beach Police Department; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Town of Golden Beach and the City of Miami Beach; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, 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, emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the Town of Golden Beach and the City of Miami Beach have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Sections 23.12-23.127 of the Florida Statutes, to enter into this Cooperation Agreement for law enforcement service which:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225 of the Florida Statutes; and
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes.

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

### SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 of the Florida Statutes, backup services during patrol activities, and interagency task forces and/or joint investigations as set forth pursuant to, and under the authority of Chapter 23 of the Florida Statutes.

### SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this Cooperation 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 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, aircraft, canine, motorcycle, 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. DUI Checkpoints.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or his/her designee.

- 2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
- 3. Communications instructions will 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.
- 4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

# SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police or his/her designee, shall notify the Chief of Police or his/her designee from whom such assistance is requested. The Chief of Police or authorized agency representative 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.

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.

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW**. Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, 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. This provision so prescribed in this paragraph, is 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 and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers.

### SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency. 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.

### **SECTION V: CONFLICTS**

Whenever an officer is rendering assistance pursuant to this Cooperation 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 standard 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.

### SECTION VI: 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 Cooperation Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

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

If it is determined 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 VII: LIABILITY**

Each party engaging in any mutual cooperation and assistance, pursuant to this Cooperation 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 Cooperation Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

### SECTION VIII: POWERS, PRIVILEGES, IMMUNITIES AND EXPENDITURES

- (a) Employees of the Town of Golden Beach and the City of Miami Beach, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Cooperation Agreement, shall pursuant to the provisions of Section 23.127(1), Fla. Stat. (as amended) and this Cooperation Agreement, 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 Cooperation 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) A party that furnishes equipment pursuant to this Cooperation 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 agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
- (e) To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's 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 Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve 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.
- (g) Should the City of Miami Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the Town of Golden Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.
- (h) Should the Town of Golden Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of Miami Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.
  - (i) The parties acknowledge that the City of Miami Beach and the Town of Golden Beach are authorized to pursue property seized pursuant to the Florida Contraband Forfeiture Act. Each party shall have exclusive authority to initiate forfeiture proceedings originating in its respective jurisdiction under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Cooperation Agreement. Each respective party, upon successfully prosecuting a forfeiture action, shall equitably share in those proceeds seized and forfeited, as acceptable to the Chief of Police of the City of Miami Beach and the Chief of Police of the Town of Golden Beach.

### SECTION IX: INSURANCE

Each party shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, 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 notice or actual knowledge of such change.

### **SECTION X: EFFECTIVE DATE**

This Cooperation Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until December 31, 2029. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

### **SECTION XI: CANCELLATION**

Either party may cancel its participation in this Cooperation Agreement at any time upon delivery of written notice to the other party.

In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGE	O this, 2025.
CITY OF MIAMI BEACH, FLORIDA	TOWN OF GOLDEN BEACH, FLORIDA
WAYNE A. JONES CHIEF OF POLICE	RODOLFO HERBELLO CHIEF OF POLICE
Date:	Date:
ERIC CARPENTER CITY MANAGER	ALEXANDER DIAZ TOWN MANAGER
Date:	Date:
ATTEST:	ATTEST:
RAFAEL E. GRANADO CITY CLERK	LISSETTE PEREZ TOWN CLERK



### TOWN OF GOLDEN BEACH

### 100 Ocean Boulevard Golden Beach, FL 33160

### MEMORANDUM

Date: September 16, 2025

To: Honorable Mayor Glenn Singer &

**Town Council Members** 

From: Alexander Diaz,

Town Manager

Subject: Resolution No. 3032.25 – Accepting the Benefit Proposal for

Illo B)

Short Term/Long Term Disability Insurance, Life, and

Accidental Death and Dismemberment Insurance Submitted

Item Number:

6

by The Standard for the 2025/2026 Fiscal Year

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 3032.25 as presented.

### Background:

I recommend that Riemer Insurance Group, Inc. once again be the agent of record for the Town's short-term disability, long term disability, life insurance and accidental death and dismemberment insurance with The Standard.

The Standard afforded the Town a three-year rate guarantee during the 2024-2025 Fiscal Plan Year, and as such our current rates are locked in until October 1<sup>st</sup>, 2027.

The Town is recommending we renew our current short-term disability, long term disability, life insurance and accidental death and dismemberment plans which go into effect October 1<sup>st</sup>, 2025, pending Town Council approval.

### The benefits and features of the short-term disability are:

- The Standard requires a loss of duties to be eligible for benefits.
- If an employee is working part-time and making 50% of their earnings, The Standard will give them the other 50% to make them whole.

RE: The Standard Insurance Proposal

- The Standard will consider a part-time disabled employee disabled until they can earn 80% of their income. The employee will be entitled to a partial benefit until he/she fully recovers his/her earnings.
- Health Advocacy Select solution is included. This service is provided in partnership with Health Advocate (SM) and is available to short term disability claimants to assist with navigating healthcare questions and concerns for the duration of their claim.
- This is a non-occupational plan providing coverage for disabilities occurring off the job.
- The short-term disability estimated annual premium, based on enrollment and earnings, is \$15,491.94.

### The benefits and features of the long-term disability are:

- The Standard requires a 20% loss of income in your own occupation to be eligible for benefits.
- If an employee is working part-time in the "any occupation period," The Standard will consider that person partially disabled until he/she is able to earn more than 80% of his/her pre-disability earnings.
- The Standard has a separate 24-month limitation for alcohol/substance abuse, and mental disorder.
- The Standard has an Employee Assistance Program with 3 Face-To Face Consultations.
- The plan includes the Workplace Possibilities (SM) program, an innovative approach to addressing and reducing the causes of absence and disability
   with innovative tools and resources designed to help keep your employees productive and on the job.
- This coverage includes a \$25,000 Reasonable Accommodation Expense Benefit, which reimburses employers for workplace modifications that enable employees to return to or remain at work. The Reasonable Accommodation Expense Benefit is separate from the LTD claim payment.
- A Rehabilitation Plan Benefit is included, which increases the LTD benefit amount by 10% of pre-disability earnings, not to exceed the maximum benefit, when member is participating in an approved rehabilitation plan. This benefit will also assist in paying for approved expenses incurred by a disabled member a part of an approved rehabilitation plan.
- Survivors Benefit pays a lump sum equal to 3 times the non-integrated LTD benefit.
- The long-term disability annual premium, based on enrollment and earnings, is \$15,011.07.

The benefits and features of the life insurance and accidental death and dismemberment insurance are:

RE: The Standard Insurance Proposal

- The Line of Duty Benefit is included for Public Safety Employees. It
  provides an additional AD&D benefit for public safety officers who suffer
  death or dismemberment in an accident while acting in the line of duty,
  AD&D Benefit Payable up to \$75,000.
- Seat Belt Benefit If the employee is injured in a car accident while wearing a seat belt, and that injury results in death, a benefit is payable equal to 10% of the Principal Sum, up to \$10,000.
- Airbag Benefit If the employee is injured in an automobile accident, an airbag is in use and that injury results in death, the benefit is equal to 5% of the Principal Sum, up to \$5,000.
- Family Benefit Package -
  - The Higher Education Benefit reimburses tuition expenses up to \$5,000 per child per year towards a 4-year college education for the deceased's children - not to exceed a cumulative total of \$20,000 or 25% of the AD&D benefit per child, whichever is less.
  - Career Adjustment Benefit reimburses tuition expenses up to \$5,000 per year to help a spouse to return to the workforce after the death of their spouse - not to exceed the cumulative total of \$10,000 or 25% of the AD&D benefit, whichever is less.
  - Child Care Benefit reimburses a family's childcare expenses up to \$5,000 per year - not to exceed \$10,000 or 25% of the AD&D benefit, whichever is less.
- The Helmet Benefit pays a benefit for a loss of life due to an accident that occurs when riding a bicycle or a motorcycle and wearing a helmet. Pays 10% of AD&D Benefit up to \$5,000.
- **Travel Assistance** is included and provides assistance with pre-trip planning, medical assistance services, emergency transportation services, travel and technical assistance services and legal referral.
- The Life Services Toolkit is included and helps beneficiaries cope with grief and loss, get answers to legal questions, plan a memorial or a funeral, and address financial concerns. Additionally, all covered employees will have access to online will preparation and other estate planning documents as well as articles to help deal with identity theft, improve wellness and more.
- The AD&D Occupational Assistance service is included and provides access to a Workplace Possibilities (SM) Consultant who helps those with a specified accidental dismemberment return to productive work and life.
- The life and accidental death and dismemberment insurance estimated annual premium, based on enrollment and earnings, is \$12,302.40.

Short- and Long-Term Disability for the Town Manager require an individual policy as the Group Policy is not sufficient to cover his salary. His Individual Policies are administered through AFLAC for the short term and The Standard Insurance Company for the long term.

Page 4 of 4 MEMO RESO 3032.25

RE: The Standard Insurance Proposal

### **Fiscal Impact:**

There is a rate pass – no increase from last fiscal year to the Town's current rate with Mutual of Omaha.

The Town Manager's AFLAC rate of \$949.44 and Standard Insurance rate of \$1,478.56 are fixed and therefore will not increase in F/Y 2025-2026.

### TOWN OF GOLDEN BEACH, FLORIDA

### **RESOLUTION NO. 3032.25**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, ACCEPTING THE BENEFIT PROPOSAL FOR SHORT TERM/LONG TERM DISABILITY INSURANCE, LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE SUBMITTED BY THE STANDARD INSURANCE; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town wishes to provide disability and life insurance to its employees; and

**WHEREAS**, The Standard Insurance ("Standard") has provided the Town with a competitive rate with enhanced coverage options; and

WHEREAS, the Town Council has determined that Standard is a responsible provider, offering a savings for the same services the Town currently receives for short term/long term disability, and life and accidental death and dismemberment insurance, including a three-year rate guarantee; and

**WHEREAS**, the Town Council finds that the proposals offered by Standard are 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.** Each of the above recitals are hereby adopted, confirmed and incorporated herein.

<u>Section 2.</u> <u>Proposal Accepted.</u> The proposals presented by Standard for short term/long term disability, and life and accidental death and dismemberment insurance,

as described and set forth in the Agenda Item Report attached hereto and incorporated herein, are hereby accepted.

<u>Section 3.</u> <u>Conditions.</u> The acceptance of this proposal is conditioned upon the guarantee of the current proposed fixed rates through 10/1/2027, as stated in the attached proposal and the approval of the Town Attorney of the proposal and any related agreements as to form and legal sufficiency. Once approved, the Town Mayor is hereby authorized to execute said proposal or other agreement on behalf of the Town.

<u>Section 4.</u> <u>Implementation</u>. The Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution in accordance with its terms and conditions including, but not limited to, the designation of a new agent of record.

<u>Section 5.</u> <u>Effective Date.</u> That this Resolution shall become effective immediately upon approval of the Town Council.

Sponsored by the **Town Administration** 

The Motion to adopt the foregoing	Resolution was offered by
seconded byand on roll call t	he following vote ensued:
Mayor Glenn Singer Vice Mayor Judy Lusskin Councilmember Kenneth Bernstein Councilmember Jessie Mendal Councilmember Bernard Einstein	

PASSED AND ADOPTED by the Tow	n Council of the Town of Golden Beach, Florida,
this <u>16<sup>th</sup></u> day <u>September</u> , 2025.	
	MAYOR GLENN SINGER
ATTEST:	
LISSETTE PEREZ TOWN CLERK	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
STEPHEN J. HELFMAN TOWN ATTORNEY	

Effective Date: 10/1/2025

Life & AD&D	Current
Plan #	1
Carrier	The Standard
Plan Name	Life & AD&D
Rate Guarantee	Next Renewal 10/1/2027
Contribution	Non-Contributory
Participation	100%
Benefit	
Class Description	All Full-Time Eligible Employees
Benefit Amount	1x Annual Salary
Maximum Benefits	\$150,000
Maximum benefits	Line of Duty Benefit AD&D: up to \$75,000
Benefit Reduction	65% At Age 65
	50% At Age 70 \$150.000
Guaranteed Issue	Line of Duty Benefit
Enrollment	AD&D: up to \$75,000
Employee	59
Monthly Premium (Rate Per \$1,000)	Line of Duty Benefit, Travel Assistance & Life Services, Family Benefits Package, The Helmet Benefit
Life	\$0.220
AD&D	\$0.030
Volume	\$4,041,800.00
Estimate Monthly Premium	\$963.47
Change from Current	
Estimate Annual Premium	\$11,561.64
Change from Current	
This data is provided for Illustrative	purposes only. It is not intended to represe

Short Term Disability	Current
Plan #	1
Carrier	The Standard
Plan Name	Short Term Disability
Rate Guarantee	Next Renewal 10/1/2027
Contribution	Non-Contributory
Participation	100%
Benefit	
Class Description	All Full-Time Eligible Employees
Benefit Percentage	60%
Max Weekly Benefits	\$2,000
Elimination Period: Accident	7 Days
Elimination Period: Sickness	7 Days
Max Benefit Period	90 Days
Enrollment	
Employee	59
Premium Breakdown	Health Advocate Services
Rates Per \$10	\$0.257
Volume	\$48,578.00
Estimate Monthly Premium	\$1,192.83
Change from Current	
Estimate Annual Premium	\$14,313.96
Change from Current	

Long Term Disability	Current
Plan #	1
Carrier	The Standard
Plan Name	Long Term Disability
Rate Guarantee	Next Renewal 10/1/2027
Contribution	Non-Contributory
Participation	100%
Benefit	
Class Description	All Full-Time Eligible Employees
Benefit Percentage	60%
Max Monthly Benefit	\$6,000
Benefit Period	To SSNRA
Elimination Period	90 Days
Own Occupation	2 Years
Pre-Existing Period	3/12
Enrollment	
Employee	59
Premium Breakdown	Employee Assistance Program (EAP)
Rates Per \$100	\$0.355
Volume	\$323,160.56
Estimate Monthly Premium	\$1,147.22
Change from Current	
Estimate Annual Premium	\$13,766.64
Change from Current	

This data is provided for Illustrative purposes only. It is not intended to represent a binding obligation. Quotes are based on the census received. Rates could be adjusted based on final enrollment. Information provided by Riemer Insurance Group is proprietary. It may not be copied, emulated or distributed without express written permission.



Date:

To:

### TOWN OF GOLDEN BEACH

### 100 Ocean Boulevard Golden Beach, FL 33160

# M E M O R A N D U M September 16, 2025 Honorable Mayor Glenn Singer & 7

From: Alexander Diaz.

Town Manager

**Town Council Members** 

Subject: Resolution No. 3033.25 - A Resolution Awarding

Allos

Comprehensive Health Insurance, Dental Insurance, and Vision Coverage to UnitedHealthcare, Guardian Dental Insurance and EyeMed with Riemer Insurance Group, Inc. as

the Agent of Record

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 3033.25 as presented.

### Background:

This year's health insurance renewal process presented significant challenges and has been by far the most challenging one to negotiate in my 18 years as your Town Manager. Initial renewal quotes came in far above what was budgeted (approximately 40% across all plans). After numerous rounds of negotiations and market testing, staff was able to successfully reduce the impact to 12% overall, which is consistent with the budgeted allocation.

I recommend that Riemer Insurance Group, Inc. continue to be the agent of record for comprehensive group health insurance, vision coverage, and dental coverage. This resolution awards the following: comprehensive health insurance to UnitedHealthcare, dental coverage to Guardian Insurance, and vision coverage to EyeMed.

Riemer has provided a proposal that meets the coverage needs of the employees while being financially prudent.

Our original renewal for our existing plan design with United Healthcare came in at a 29% increase. Some of the factors behind the 29% renewal rate were the

Page 2 of 2 MEMO RESO No. 3033.25 Health, Dental and Vision Insurance Coverage Proposals

hospitalization rate of our members, procedures and other factors. If you wish to know more about what these factors are, please meet with me privately.

In going through the process of seeking proposals for insurance options, the Town reached out in early June to our current broker and four other firms. One firm, the Florida League of Cities declined to quote the Town, leaving Riemer Insurance Group (the Town's current broker), Brown & Brown Insurance, and Acrisure. We then saw an article in the Miami Herald where it was announced that Miami-Dade County had approved Aetna as their new healthcare provider. We reached out to the County and they were able to connect us with Gallagher Insurance, who helped negotiate the County's partnership with Aetna. Gallagher was able to bring to the table two major insurance providers (Aetna and Cigna) something that we've never been able to in the past. The Town's Administration held numerous meetings (both in-person and virtually) with all four remaining firms to work up a plan design that would meet the coverage needs of our employees while providing the most fiscally prudent options to the Town.

Ultimately, it came down to Brown & Brown and Riemer, as the proposals from Gallagher were running at 30%+ and Acrisure recommended the Town move away from traditional insurance offerings. Both firms were afforded the opportunity to make a number of plan design revisions to get us to a place that was fiscally responsible for the Town while still providing comparable insurance offerings to what the Town currently offers.

Each firm recommended enhancing the richness of the plan in order to improve the town's competitive outlook for next year's negotiations. In looking at the best and final options from both firms, we decided not to offer the entry-level plan; instead, we are recommending the buy-up option as our primary plan. With this richer plan, it will allow us to have more flexibility in our negotiations for next year. We will remain with our current POS plan as the renewal rates came in exceptionally high, exceeding a 20% increase. We are freezing chartered officer employee contributions, with the Town absorbing the increase for these officers. We are strongly encouraging those employees currently on the POS plan to transition to the new standard buy-up plan which now provides more robust coverage, and cost protections.

The Town will once again incorporate the TransAmerica Life GAP Insurance plan as a secondary insurance plan for employees to cover the out-of-pocket max and deductibles.

I am also recommending the Town continue to offer the Health Reimbursement Account in the amount of \$1,200, reduced from \$2,000 per employee, which redirects approximately \$56,000 towards premium stabilization, giving us a small buffer for any unforeseen issues that may arise.

Page 2 of 2 MEMO RESO No. 3033.25 Health, Dental and Vision Insurance Coverage Proposals

The Town will also be switching back to Guardian Insurance for dental coverage (providing for a two-year rate guarantee) and remain with the EyeMed Network for our vision plan (with a rate guarantee through 10/1/2028).

### Fiscal Impact:

Because we have not held open enrollment, it is too early to know the exact impact, but know that in the Fiscal Year 2025-2026 budget, sufficient revenues have been allocated for this purpose. In going forward with this plan design, the Town has reduced the overall increase to 12%, consistent with the proposed budget; and reduced out-of-pocket maximums and deductibles, putting the Town in a better position for future renewals.

### TOWN OF GOLDEN BEACH, FLORIDA

### **RESOLUTION NO. 3033.25**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AWARDING AN AGREEMENT FOR THE PROVISION OF A COMPREHENSIVE HEALTH INSURANCE PLAN, INCLUDING A VISION PROVISION AND A DENTAL PLAN, FOR THE BENEFIT OF THE TOWN OF GOLDEN BEACH EMPLOYEES AND ELIGIBLE DEPENDENTS; PROVIDING FOR CONDITION OF AWARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town wishes to award its comprehensive health insurance program provided to its employees including vision and dental coverage; and

WHEREAS, the Administration wishes to designate Riemer Insurance as Agent of Record for comprehensive health insurance, including vision and dental coverage; and

**WHEREAS**, the Town reached out to five different firms and received proposals from four of those firms, with the fifth firm denying to quote the Town; and

WHEREAS, the four firms presented their recommendations for the most competitive and responsible offerings available to the employees of the Town; and

WHEREAS, Riemer Insurance presented the most competitive and responsible proposal from United Healthcare (the "PLAN"), with a TransAmerica Life GAP Plan and a Health Reimbursement Account, in an amount not to exceed \$1,200 per member; and

WHEREAS, the Town would like to also offer a buy up option to a higher tier plan at the employee's own expense, causing no additional cost to the Town; and

**WHEREAS**, the Town Council finds that entering into an Agreement for service is in the best interest of the Town; and

Page 1 of 3 Resolution No. <u>3033.25</u>

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

<u>Section 1.</u> <u>Recitals Adopted.</u> Each of the above recitals are hereby adopted, confirmed and incorporated herein.

<u>Section 2.</u> <u>Proposal Accepted.</u> The proposal to accept a Contract with Riemer Insurance, as described and set forth in the Agenda Item Report attached hereto and incorporated herein, are hereby accepted.

<u>Section 3.</u> <u>Implementation</u>. The Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution in accordance with its terms and conditions including, but not limited to, the designation of a new agent of record.

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

### **Sponsored by the Administration**

Т	he	Motion	to	adopt	the	foregoing	Resolution	was	offered	by	
secon	ded	by									
		yor Glei e Mayo		_	skin		-				
						Bernstein Einstein	_				
		ıncilme					_				

# PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,

Florida, this 16 <sup>th</sup> day of September, 2025.	
	MAYOR GLENN SINGER
ATTEST:	
TOWN CLERK	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
STEPHEN J. HELFMAN TOWN ATTORNEY	

Effective Date: 10/1/2025

### With the GAP

Effective Date: 10/1/2025										
Medical	Current				Negotiated		Alternate Opt 4			
Plan #	1	2	3	1	2	3	1 & 2	3		
Carrier	UHC	UHC	UHC	UHC	UHC	UHC	UHC	UHC		
Plan Name	NHP HMO OA DU1V Rx NH41	NHP HMO OA DZD2 Rx NH41	UHC Choice Plus DZD8 Rx A16	NHP HMO OA EKWT Rx NH41	NHP HMO OA EKY4 Rx NH41	UHC Choice Plus EKM4 Rx A16	NHP HMO OA EKWX Rx NH41	UHC Choice Plus EKM4 Rx A16		
In Network										
Deductible: Single	\$3,000	\$1,500	\$1,000	\$3,000	\$1,500	\$1,000	\$2,500	\$1,000		
Deductible: Family	\$6,000	\$3,000	\$2,000	\$6,000	\$3,000	\$2,000	\$5,000	\$2,000		
Member Co-Insurance	20%	10%	20%	20%	10%	20%	20%	20%		
Out of Pocket Max: Single	\$7,500	\$4,500	\$4,000	\$7,500	\$4,500	\$4,000	\$5,500	\$4,000		
Out of Pocket Max: Family	\$15,000	\$9,000	\$8,000	\$15,000	\$9,000	\$8,000	\$11,000	\$8,000		
Copays	710,000	70,000	40,000	* 12,522	*******	40,000	¥1.,252	**,***		
Physician	\$0	\$25	\$30	\$0	\$25	\$30	\$25	\$30		
Specialist	\$100	\$45	\$60	\$100	\$45	\$60	\$45	\$60		
Urgent Care	\$75	\$75	\$50 \$50	\$75	\$75	\$50 \$50	\$75	\$50 \$50		
· ·		*	•	· ·		· ·	· ·	·		
Emergency Room	\$500+20%	\$350	\$350	\$500+20%	\$350	\$350	Ded+20%	\$350		
Testing										
Clinical Labs	\$25	\$0	\$0 Non-DDP: 50%	\$25	\$0	\$0 Non-DDP: 50%	20%	\$0 Non-DDP: 50%		
MRI's, CT/PET Scans	Ded+\$400 Non-DPP: Ded+40%	\$200 Non-DDP: Ded+40%	\$200 Non-DDP: Ded+\$750	Ded+\$400 Non-DPP: Ded+40%	\$200 Non-DDP: Ded+40%	\$200 Non-DDP: Ded+\$750	Ded+20% Non-DDP: Ded+50%	\$200 Non-DDP: Ded+\$750		
Outpatient & Inpatient										
Outpatient Surgery	Ded+20%	Ded+10%	Ded+20%	Ded+20%	Ded+10%	Ded+20%	Ded+20%	Ded+20%		
Inpatient Hospital	Ded+20%	Ded+10%	Ded+20%	Ded+20%	Ded+10%	Ded+20%	Ded+20%	Ded+20%		
Pharmacy										
Prescription	\$10/50/85 (Adv PDL)	\$10/50/85 (Adv PDL)	\$10/50/85 (Adv PDL)	\$10/50/85 (Adv PDL)	\$10/50/85 (Adv PDL)	\$10/50/85 (Adv PDL)	\$10/50/85 (Adv PDL)	\$10/50/85 (Adv PDL)		
Out of Network										
Deductible: Single	Not Covered	Not Covered	\$2,000	Not Covered	Not Covered	\$2,000	Not Covered	\$2,000		
Deductible: Family	Not Covered	Not Covered	\$4,000	Not Covered	Not Covered	\$4,000	Not Covered	\$4,000		
Member Co-Insurance	Not Covered	Not Covered	40%	Not Covered	Not Covered	40%	Not Covered	40%		
Out of Pocket Max: Single	Not Covered	Not Covered	\$6,000	Not Covered	Not Covered	\$6,000	Not Covered	\$6,000		
Out of Pocket Max: Family	Not Covered	Not Covered	\$12,000	Not Covered	Not Covered	\$12,000	Not Covered	\$12,000		
Enrollment: 70	51	4	15	51	4	15	55	15		
Employee	38	1	9	38	1	9	39	9		
Employee/Spouse	6	1	2	6	1	2	7	2		
Employee/Child(ren)	5	1	2	5	1	2	6	2		
Family	2	1	2	2	1	2	3	2		
Premium Breakdown		Sap 1FL No enhanced			tap 1FL No enhanced		•	nerapy and Indpend Lab		
Employee Employee/Spause	\$664.24	\$716.60 \$1.637.69	\$894.71	\$787.34	\$854.92 \$1.043.05	\$1,073.87	\$784.42 \$1,780.16	\$1,089.17 \$2,474.00		
Employee/Spouse	\$1,494.09 \$1,306.10	\$1,627.68 \$1,417.14	\$2,033.77 \$1,773.36	\$1,774.76 \$1,552.30	\$1,943.05 \$1,693.78	\$2,442.25 \$2,131.68	\$1,780.16 \$1,547.33	\$2,474.99 \$2,156.83		
Employee/Child(ren) Family	\$1,306.10	\$1,417.14 \$2,277.12	\$1,773.36 \$2,847.07	\$1,552.30 \$2,507.09	\$1,693.78 \$2,719.75	\$2,131.68 \$3,420.39	\$1,547.33 \$2,488.67	\$2,156.83 \$3,463.87		
Monthly Premium Per Plan	\$44,962.50	\$6,038.54	\$21,360.79	\$53,343.16	\$7,211.50	\$25,653.47	\$59,803.49	\$25,993.91		
Change from Current	. ,	001.04	φ21,300.7 <i>9</i> 	\$8,380.66 18.6%	\$1,172.96 19.4%	\$4,292.68 20.1%	\$8,802.45 17.3%	\$4,633.12 21.7%		
Premium Per Option	Ψ01,0	\$72,361.83		\$3,000.00 TO.070	\$86,208.13	\$ .,202.00 20.170		797.40		
Change from Current					\$13,846.30 19.1%		, ,	57 18.6%		
Annual Premium Per Option		\$868,341.96			\$1,034,497.56			),568.80		
Change from Current					\$166,155.60 19.1%		\$161,226	.84 18.6%		
	re Cash. \$300 Rewards, Vital Medications Program, EAP, Virtual Therapy, Behavioral Health Support Services, SelfCare from Able, Cancer Support Program						ogram Real Anneal Quit Toh	acco		

Care Cash, \$300 Rewards, Vital Medications Program, EAP, Virtual Therapy, Behavioral Health Support Services, SelfCare from Able, Cancer Support Program, Real Appeal, Quit Tobacco.

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Effective Date: 10/1/2025

### Without the GAP

Effective Date: 10/1/2025								
Medical		Current			Negotiated		Alterna	te Opt 4
Plan #	1	2	3	1	2	3	1 & 2	3
Carrier	UHC	UHC	UHC	UHC	UHC	UHC	UHC	UHC
Plan Name	NHP HMO OA DU1V Rx NH41	NHP HMO OA DZD2 Rx NH41	UHC Choice Plus DZD8 Rx A16	NHP HMO OA EKWT Rx NH41	NHP HMO OA EKY4 Rx NH41	UHC Choice Plus EKM4 Rx A16	NHP HMO OA EKWX Rx NH41	UHC Choice Plus EKM4 Rx A16
In Network								
Deductible: Single	\$3,000	\$1,500	\$1,000	\$3,000	\$1,500	\$1,000	\$2,500	\$1,000
Deductible: Family	\$6,000	\$3,000	\$2,000	\$6,000	\$3,000	\$2,000	\$5,000	\$2,000
Member Co-Insurance	20%	10%	20%	20%	10%	20%	20%	20%
Out of Pocket Max: Single	\$7,500	\$4,500	\$4,000	\$7,500	\$4,500	\$4,000	\$5,500	\$4,000
Out of Pocket Max: Family	\$15,000	\$9,000	\$8,000	\$15,000	\$9,000	\$8,000	\$11,000	\$8,000
Copays	***************************************	40,000	**,***	<b>,</b> 10,000	72,222	40,000	,	¥ =, = = =
Physician	\$0	\$25	\$30	\$0	\$25	\$30	\$25	\$30
Specialist	\$100	\$45	\$60	\$100	\$45	\$60	\$45	\$60
Urgent Care	\$75	\$75	\$50 \$50	\$75	\$75	\$50 \$50	\$75	\$50 \$50
	\$500+20%	\$75 \$350	\$350 \$350	\$500+20%	\$75 \$350	\$350 \$350	Ded+20%	\$350 \$350
Emergency Room	\$500+20%	\$350	\$35U	\$500+20%	\$350	\$35U	Ded+20%	\$350
Testing								
Clinical Labs	\$25	\$0	\$0 Non-DDP: 50%	\$25	\$0	\$0 Non-DDP: 50%	20%	\$0 Non-DDP: 50%
MRI's, CT/PET Scans	Ded+\$400 Non-DPP: Ded+40%	\$200 Non-DDP: Ded+40%	\$200 Non-DDP: Ded+\$750	Ded+\$400 Non-DPP: Ded+40%	\$200 Non-DDP: Ded+40%	\$200 Non-DDP: Ded+\$750	Ded+20% Non-DDP: Ded+50%	\$200 Non-DDP: Ded+\$750
Outpatient & Inpatient								
Outpatient Surgery	Ded+20%	Ded+10%	Ded+20%	Ded+20%	Ded+10%	Ded+20%	Ded+20%	Ded+20%
Inpatient Hospital	Ded+20%	Ded+10%	Ded+20%	Ded+20%	Ded+10%	Ded+20%	Ded+20%	Ded+20%
Pharmacy								
Prescription	\$10/50/85 (Adv PDL)	\$10/50/85 (Adv PDL)	\$10/50/85 (Adv PDL)	\$10/50/85 (Adv PDL)	\$10/50/85 (Adv PDL)	\$10/50/85 (Adv PDL)	\$10/50/85 (Adv PDL)	\$10/50/85 (Adv PDL)
Out of Network								
Deductible: Single	Not Covered	Not Covered	\$2,000	Not Covered	Not Covered	\$2,000	Not Covered	\$2,000
Deductible: Family	Not Covered	Not Covered	\$4,000	Not Covered	Not Covered	\$4,000	Not Covered	\$4,000
Member Co-Insurance	Not Covered	Not Covered	40%	Not Covered	Not Covered	40%	Not Covered	40%
Out of Pocket Max: Single	Not Covered	Not Covered	\$6,000	Not Covered	Not Covered	\$6,000	Not Covered	\$6,000
Out of Pocket Max: Family	Not Covered	Not Covered	\$12,000	Not Covered	Not Covered	\$12,000	Not Covered	\$12,000
Enrollment: 70	51	4	15	51	4	15	55	15
Employee	38	1	9	38	1	9	39	9
Employee/Spouse	6	1	2	6 5	1	2	7	2
Employee/Child(ren) Family	5 2	1	2 2	2	1	2 2	6 3	2 2
Premium Breakdown	2	<u>'</u>		2	<u>'</u>		ა 	<u> </u>
Employee	\$586.18	\$671.89	\$850.00	\$709.28	\$810.21	\$1,029.16	\$724.41	\$1,029.16
Employee/Spouse	\$1,336.49	\$1,531.91	\$1,938.00	\$1,617.16	\$1,847.28	\$2,346.48	\$1,651.65	\$2,346.48
Employee/Child(ren)	\$1,172.36	\$1,343.78	\$1,700.00	\$1,418.56	\$1,620.42	\$2,058.32	\$1,448.82	\$2,058.32
Family	\$1,875.78	\$2,150.05	\$2,720.00	\$2,269.70	\$2,592.68	\$3,293.32	\$2,318.12	\$3,293.32
Monthly Premium Per Plan	\$39,907.14	\$5,697.63	\$20,366.00	\$48,287.80	\$6,870.59	\$24,658.68	\$55,460.82	\$24,658.68
Change from Current	\$45,6	604.77		\$8,380.66 21.0%	\$1,172.96 20.6%	\$4,292.68 21.1%	\$9,856.05 21.6%	\$4,292.68 21.1%
Premium Per Option		\$65,970.77			\$79,817.07			119.50
Change from Current					\$13,846.30 21.0%			73 21.4%
Annual Premium Per Option		\$791,649.24			\$957,804.84			434.00
Care Cash \$300 Rewards Vii	let Medications D	FAD Minter 171	anany Dakasianat II	alth Commant Commi	\$166,155.60 21.0%	Company Command D		.76 21.4%
LAID LASH SAULKOWARDS VI	AL MEDICATIONS PROD	IAIII FAR VIITIIAI IN	PLADY BEDSVIOUS HO	AUU SUDDON SERVICES	S Selft are from Ahie	L ancor Sunnort Pro	WITH THE PROPERTY OF THE PARTY	SHIPPER

Care Cash, \$300 Rewards, Vital Medications Program, EAP, Virtual Therapy, Behavioral Health Support Services, SelfCare from Able, Cancer Support Program, Real Appeal, Quit Tobacco.

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Effective Date: 10/1/2025

Dental	Gua	ardian				
Plan #		1				
Carrier	Guardian					
Plan Name	DPPO- Split Value Plan					
Rate Guarantee	2 Years					
In Network	In Net	Out of Net				
Deductible: Single	\$25	\$50				
Deductible: Family	\$75	\$150				
Ded waived for Preventive	Yes	No				
Preventive	0%	0%				
Basic	0%	20%				
Major	40%	50%				
Periodontics / Endodontics	E	Basic				
Annual Maximum Benefit	\$2,000+ Dental Rewards (Rollover)					
Orthodontic	50%					
Orthodontic Eligibility	Adult & Child					
Orthodontic Maximum	\$1,500					
Reimbursement Level	Fee	Mac				
Prophylaxis cleanings	Cleanings (once/3 mos.) Combined Cleanings/Perio Maintenance Limit (4 in a 12 consecutive months period)					
Enrollment		68				
Employee		42				
Employee/Spouse	10					
Employee/Child(ren)		9				
Family Premium Breakdown	Implant coveres ?	7 Max Rollover Benefits				
Employee	-					
Employee/Spouse	\$40.84 \$90.39					
Employee/Child(ren)	\$90.39 \$115.67					
=amily	· ·	54.77				
Monthly Premium Per Plan	\$4,	743.60				
Change from Current	-\$655.2	24 -12.1%				
Annual Premium Per Option	\$56,923.20					
Change from Current	-\$7,862.88 -12.1% not intended to represent a binding obligation. Quotes are based on the census received. Ra					

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Effective Date: 10/1/2025

Effective Date: 10/1/2025		
Vision		Current
Plan #		1
Carrier		EyeMed
Plan Name		Vision- Insight Network
Rate Guarantee		Next Renewal: 10/1/2028
Network Access	In Network Allowance	Out of Network Reimbursement
Eye Care Co-pays		
Exams	+Provider: \$0 All Other: \$10	Up to \$40
Exams Frequency		Once Every 12 Months
Material copay	\$20	N/A
Lenses		
Single	\$0 After Co-pay	Up to \$30
Bifocal	\$0 After Co-pay	Up to \$50
Trifocals	\$0 After Co-pay	Up to \$70
Lenticular	\$0 After Co-pay	Up to \$70
Lenses Frequency		Once Every 12 Months
Frames		
Frames Allowance	+Provider: Up to \$200 + 20% off Balance All Other: Up to \$150 + 20% off Balance	Up to \$75
Frames Frequency		Once Every 24 Months
Contact Lenses	In lieu	of any other eyewear benefits
Contact Lenses Allowance	+Provider: Up to \$200 All Other: Up to \$150	Up to \$75
Contact Lenses Frequency		Once Every 12 Months
Enrollment:		68
Employee		43
Employee/Spouse		10
Employee/Child(ren)		8
Family		7
Premium Breakdown		04.40
Employee		\$4.43
Employee/Spouse		\$8.87
Employee/Child(ren) Family		\$8.43 \$13.24
Monthly Premium Per Plan		\$439.31
Change from Current		9403.01 
Annual Premium Per Plan		\$5,271.72
Change from Current		
- 5		

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### TOWN OF GOLDEN BEACH

### 100 Ocean Boulevard Golden Beach, FL 33160

### MEMORANDUM

Item Number:

Date: September 16, 2025

To: Honorable Mayor Glenn Singer &

**Town Council Members** 

From: Alexander Diaz,

Town Manager

Subject: Resolution No. 3034.25 – Establishing and Appointing

Members to the Auditor Selection Committee

Allo B)

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 3034.25 as presented.

### Background:

Last year, when our prior auditors, Keefe, McCullough & Co., LLP, unexpectedly dropped our book of business, the Town engaged Caballero Fierman Llerena & Garcia, LLP (CFLG) to commence our audits. CFLG invested significant time and effort to thoroughly understand our unique book of business, our organizational structure, our various funds, and the challenges posed by our outdated Cougar Mountain financial system. Their commitment and depth of review gave us confidence in the accuracy and reliability of our financial reporting during this critical transition year.

Accordingly, staff is recommending that CFLG be retained for the FY 2024–2025 audit cycle, which will be the final year that Cougar Mountain is in use. At the same time, we are requesting that the Town Council appoint an Audit Selection Committee to begin the process of identifying new auditors who will oversee our books once we transition to the new financial software system beginning in FY 2025–2026. This approach ensures continuity and stability during the last year under Cougar Mountain, while positioning the Town for a competitive selection process that will align with the implementation of our new system.

We will be issuing a Request for Proposals for Auditing Services in the 2026 fiscal year. Florida Statutes require that a Committee be established for reviewing proposals and making a recommendation to the Town Council for selection.

Page 2 of 2 RE: MEMO RESO 3034.25

**Auditor Selection Committee** 

The Committee is charged with all the responsibilities set out in Chapter 218.391, Fla. Stat., and other responsibilities assigned from time to time by the Town Council.

The auditor selection committee shall:

- Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under Chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.
- Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.
- Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.
- Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.
- Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established. If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

We recommend the following individuals be named as members of the Town's Auditor Selection Committee:

- 1. Mayor Glenn Singer
- 2. Eric Fishman
- 3. Maria D. Guerra

### Fiscal Impact:

None.

# TOWN OF GOLDEN BEACH, FLORIDA RESOLUTION NO. 3034.25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ESTABLISHING AN AUDITOR SELECTION COMMITTEE TO ASSIST THE TOWN COUNCIL IN SELECTING AN AUDITOR TO CONDUCT THE ANNUAL FINANCIAL AUDIT; APPOINTING COMMITTEE MEMBERS; PROVIDING FOR DISSOLUTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town of Golden Beach (the "Town") desires to issue a request for proposals ("RFP") to obtain proposals from certified public accounting firms ("Respondents") for the Town's annual financial audit required pursuant to Section 218.39, Florida Statutes, single audits, and such other financial auditing services as may be needed by the Town (the "Services"); and

WHEREAS, pursuant to Section 218.391(2), Florida Statutes, the Town Council is required to establish an auditor selection committee (the "Committee"), the primary purpose of which is to assist the Town Council in selecting an auditor to conduct the annual financial audit required in section 218.39, Florida Statutes; and

WHEREAS, the Committee must consist of at least three (3) members, including one member of the Town Council that will serve as the Committee chair; and

WHEREAS, Section 218.391(2)(c), Florida Statutes, provides that an employee, chief executive officer, or chief financial officer of the Town may not serve as a member of the Committee; however, the Town Council may designate a Town employee to serve in an advisory capacity to the Committee; and

WHEREAS, the Town Council desires to establish the Committee and appoint Committee members; and

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

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

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

Section 2. Committee Established. The Town Council hereby establishes the Committee pursuant to section 218.391, Florida Statutes. The Committee shall have the primary purpose of assisting the Town Council in selecting a certified public accounting firm to conduct the Town's annual financial audit required pursuant to section 218.39, Florida Statutes, single audits, and such other financial auditing services as may be needed by the Town. The Committee shall have those responsibilities set forth in section 218.391(3), Florida Statutes.

<u>Section 3.</u> <u>Appointment.</u> The Town Council hereby appoints the following individuals to the Committee:

- 1. Committee Member No. 1: Glenn Singer
- 2. Committee Member No. 2: Eric Fishman
- 3. Committee Member No. 3: Maria D. Guerra

The Town Council hereby further designates Town Manager to serve in an advisory capacity to the Committee.

<u>Section 4.</u> <u>Dissolution.</u> The Committee shall exist until it completes its evaluation of RFP responses and ranks and recommends, in order of preference, the most highly qualified Respondent to perform the Services; provided, however, that the

Town Council may, by an affirmative motion or resolution, dissolve or extend the term of the Committee.

<u>Section 5.</u> <u>Implementation.</u> The Town Council hereby authorizes the Town Manager to take any action which is reasonably necessary to implement the purpose of this Resolution

	, , , , , , , , , , , , , , , , , , ,								
	Section 6.	Effective	Date.	That	this	Resolution	shall	become	effective
immed	liately upon a	adoption.							
	The Motion	to adopt th	e forego	oing Re	esolut	ion was offe	ered by	У	
secon	ded by		and on r	oll call	the fo	ollowing vote	ensue	ed:	
	Vice I Coun Coun		Lusskin Jessie M Bernard Kenneth	lendal Einstei Bernst he Tow	tein	   ouncil of the	Town	of Golde	n Beach,
ATTES	ST:				MA	YOR GLEN	N SIN	GER	
	TTE PEREZ I CLERK								
	OVED AS TO EGAL SUFF								
	HEN J. HELF				<del></del>				



### TOWN OF GOLDEN BEACH

100 Ocean Boulevard Golden Beach, FL 33160

### MEMORANDUM

Date: September 16, 2025

To: Honorable Mayor Glenn Singer &

**Town Council Members** 

From: Alexander Diaz,

Alexander Diaz, Town Manager

Subject: Resolution No. 3035.25 - Authorizing the Mayor to Award a

One-Time Bonus to the Employees of the Town of Golden

Item Number:

9

Beach

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 3035.25 as presented.

### Background:

When I was hired as Town Manager in 2007, one of my first actions was to eliminate *merit-based increases*. At the time, it was my belief—and continues to be—that compounding *cost-of-living adjustments (COLAs)* with *merit-based raises* places municipalities on an unsustainable path, often leading to financial strain and, in extreme cases, municipal bankruptcy.

Employees should be compensated fairly for increases in the cost of goods and services where they live, ensuring that no employee earns less in real terms than the prior year. A COLA achieves this. However, merit increases, when layered on top of COLAs, compound annually and escalate long-term personnel costs beyond sustainable levels.

### Compensation Policy Implemented in 2007

To address this, in 2007 I implemented the following structure:

### 1. COLA as the Baseline Adjustment

- All employees receive a cost-of-living adjustment to ensure wages keep pace with inflation and market realities.
- 2. Classification-Based Adjustments

Page 2 of 2

RE: MEMO RESO 3035.25 One-time Employee bonuses

> The only way an employee can receive a permanent adjustment above COLA is through a reclassification of their position due to changes in job duties, responsibilities, or market benchmarks.

### 3. Bonus Program

- To incentivize high performance and recognize outstanding work without permanently compounding salary obligations, I implemented a bonus structure.
- Bonuses are one-time payments and do not roll into base salaries, thus protecting the Town from unsustainable growth in payroll costs.

This approach has provided fiscal stability while ensuring fairness and maintaining employee morale.

### **Current Year Considerations**

For the current fiscal year, the Town has taken unprecedented steps in employee compensation:

- We negotiated and approved the largest police contract in the Town's history.
- Members of my executive team, as well as certain middle management positions, are receiving salary adjustments in excess of their COLAs due to reclassification and market adjustments.

Given these significant increases:

- No bonuses are being recommended for police officers, executive staff, or middle management employees who received increases beyond COLA.
- Bonuses are being recommended only for employees who did not receive any additional increases beyond their COLA or reclassification adjustment.

This ensures that bonuses remain consistent with their original intent: one-time recognition for employees who are otherwise only receiving cost-of-living adjustments.

### **Town Manager Contractual Bonus**

Finally, consistent with my employment agreement, I am requesting that my contractual bonus be authorized and paid as obligated.

### **Benefits of Golden Beach's Compensation Structure**

The Town's compensation philosophy has delivered several benefits over the last 18 years:

Page 2 of 2

RE: MEMO RESO 3035.25 One-time Employee bonuses

- **Fiscal Responsibility:** Prevents compounding salary obligations that strain municipal budgets.
- **Fairness:** Ensures all employees keep pace with the cost of living without inequitable disparities.
- **Flexibility:** Uses one-time bonuses to reward performance without creating future liabilities.
- **Sustainability:** Maintains a long-term balance between employee satisfaction and financial prudence.

### **Fiscal Impact:**

An amount not to exceed \$118,800 transferred in part from operating savings that were achieved this year.

### TOWN OF GOLDEN BEACH, FLORIDA

### **RESOLUTION NO. 3035.25**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2024-2025 FISCAL YEAR OPERATING BUDGET FOR THE PURPOSES OF AWARDING EMPLOYEE BONUSES AND AMENDING THE ORIGINALLY ADOPTED BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town Council of the Town of Golden Beach, Florida (the "Town") adopted an Operating Budget for the 2024-2025 Fiscal Year; and

**WHEREAS,** the Town Manager has recommended certain amendments as described in the September 16<sup>th</sup>, 2025 Memorandum attached to this Resolution as Exhibit "A": and

WHEREAS, the Town Manager has recommended awarding bonuses as described in the September 16, 2025 Memorandum attached to this Resolution as Exhibit "A" for employees, including the Town Manager for their performance during the 2024-2025 Fiscal Year; and

**WHEREAS**, the Town Council finds that the proposed bonuses are 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:

<u>Section 1.</u> That each of the above-stated recitals is hereby adopted and confirmed.

**Section 2.** The 2024-2025 Fiscal Year Operating Budget is hereby amended as reflected on Exhibit "A" to this Resolution and the funds are appropriated for the purposes

therein.
Section 3. That the Mayor is authorized to take any and all action, which is
necessary to implement this Resolution.
Section 4. This Resolution shall be effective immediately upon adoption.
Sponsored by the <b>Town Administration</b> .
A motion to approve was made by, seconded by
On roll call, the following vote ensued:
Mayor Glenn Singer Vice Mayor Judy Lusskin Councilmember Kenneth Bernstein Councilmember Bernard Einstein Councilmember Jessie Mendal
PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this <u>16<sup>th</sup></u> day of <u>September</u> , 2025.
MAYOR GLENN SINGER ATTEST:
LISSETTE PEREZ TOWN CLERK
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN TOWN ATTORNEY

## RESOLUTION 3035.25 EXHIBIT A

Employee_Name	BONUS FY 24/25	Length_of_Service_Since_Hire	Department	DOL_Status
DIAZ, ALEXANDER	40,000.00	18 Years 5 Months 13 days	512M	Full-Time
GARCIA, ERIC	900.00	0 Years 11 Months 8 days	512M	Full-Time
CHEUNG, ELENA	1,100.00	2 Years 3 Months 4 days	512C	Full-Time
GOODEN, INGRID HM	1,500.00	5 Years 9 Months 24 days	513	Full-Time
PEREZ MORALES, ARMANDO	*	10 Years 9 Months 30 days	519	Full-Time
VELASQUEZ, LOURDES	1,000.00	16 Years 5 Months 8 days	519	Full-Time
BOCIO, PATRICIA	1 000 00	2 Years 3 Months 11 days	521	Full-Time
DROBIARZ, SILVIA		3 Years 8 Months 6 days	521	Part-Time
DROBIARZ, SIEVIA	700.00	5 Tears & Wortens & days	321	Tare Time
GARCIA, NILES	1.200 00	0 Years 11 Months 12 days	521	Full-Time
GARFIAS, JUAN	*	11 Years 1 Months 5 days	521	Full-Time
IACKSON, BRANDON T		12 Years 4 Months 3 days	521	Full-Time
NORVITZ, AIDAN	,	0 Years 5 Months 11 days	521	Full-Time
STARKS, JAMESHA		1 Years 9 Months 27 days	521	Full-Time
TOUSSAINT, KAREN		5 Years 6 Months 30 days	521	Full-Time
. C COOMITTY IN INC.	1,200.00	2 . cars o moners so days	J22	7 411 111110
DIAZ, MONICA	1.100.00	8 Years 11 Months 13 days	524	Full-Time
DUBOIS, SHERINE		0 Years 1 Months 19 days	524	Full-Time
ROVIRA, LISSETT		4 Years 8 Months 5 days	524	Full-Time
VOLTAIRE, MAIKERSIE		5 Years 6 Months 30 days	524	Full-Time
VOET, WILL, WIN WILLIAMS	1,300.00	3 rears o months so days	321	Tun Time
CARDOZA, DEREK	2.000.00	10 Years 4 Months 13 days	539	Full-Time
GARCIA TORRES, NOHUBERTO		7 Years 11 Months 8 days	539	Full-Time
GONZALEZ, EMILIO		1 Years 8 Months 1 days	539	Full-Time
HERNANDEZ PINERO, JOSE		1 Years 8 Months 1 days	539	Full-Time
JACKSON, KENIEL		6 Years 1 Months 4 days	539	Full-Time
LEIGH, RONALD		1 Years 8 Months 1 days	539	Full-Time
LUCIEN, JOHNNY		18 Years 10 Months 9 days	539	Full-Time
MCKOY, KIRK		26 Years 2 Months 29 days	539	Full-Time
MUNDLE, REYNALDO		10 Years 0 Months 25 days	539	Full-Time
PHILLIPS, BRIAN		21 Years 5 Months 2 days	539	Full-Time
RUDDISON, LLOYD		8 Years 10 Months 18 days	539	Full-Time
SCOTT, JEROME		11 Years 0 Months 15 days	539	Part-Time
VINA PINERO, CARLOS	·	1 Years 6 Months 23 days	539	
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FIALKOWSKI, JOHN	500.00	3 Years 6 Months 12 days	572	Part-Time
JACQUES, PHILOME		1 Years 0 Months 2 days	572	Full-Time
REAVES, KHALJIAH		1 Years 0 Months 2 days	572	Full-Time
TAYLOR, JOSEPH		16 Years 6 Months 13 days	572	Part-Time
TURNIPSEED, CHAD		12 Years 11 Months 21 days	572	Full-Time
VELAZQUEZ, ERICK		3 Years 2 Months 16 days	572	Full-Time
•	,	·		
GLIDDEN, MICHAEL	1,500.00	13 Years 7 Months 20 days	574	Full-Time
SCHWABENBAUER, AMBER		2 Years 8 Months 3 days	574	Full-Time
CAPITOL PROJECTS BONUS				
Alexander Diaz	25,000.00			
Total	118,800.00			