TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 3046.25

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

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

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

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

- <u>Section 1.</u> <u>Recitals Adopted.</u> Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.
- Section 2. Approval. The Town Council approves the Fifth Amendment to the Town Manager's Employment Agreement attached hereto as Exhibit "A."
- <u>Section 3.</u> <u>Effective Date.</u> This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by <u>Vice Mayor Lusskin</u> seconded by <u>Councilmember Mendal</u> and on roll call the following vote ensued:

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

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

Florida, this <u>18th</u> day of <u>November</u>, 2025.

ATTAST:

MAYOR GLENN SINGER

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:

November 18, 2025

To:

Town Council Members

From:

Honorable Glenn Singer

Town Mayor

Subject:

Resolution No. 3046.25 - Approval of an Amendment to the

Item Number:

5

Town Manager's Employment Agreement

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 3046.25 as presented.

Background:

Over the last several years, we have witnessed the Town Manager grow into one of the premier city managers in the State of Florida. His professionalism, leadership, and unwavering commitment to Golden Beach have elevated our community and earned him statewide and national recognition.

The Manager was honored as City Manager of the Year by the Florida City and County Management Association (FCCMA), recognized by the International City/County Management Association (ICMA) for 25 years of distinguished service, and celebrated this past month in Tampa as a top Hispanic municipal leader by the Local Government Hispanic Network (LGHN). These accolades reflect not only his dedication to our Town, but also the respect he commands among his peers throughout the country.

In addition to serving as our Town Manager, he has simultaneously fulfilled the responsibilities of Capital Improvement Projects Director, overseeing more than \$76 million in transformative infrastructure and community enhancements to our community. Under his guidance, the Town has also secured more **than** \$50 million in outside funding, significantly reducing the burden on our taxpayers while advancing projects that improve safety, resilience, and quality of life.

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RE: Town Manager Fifth Contract Amendment

Beyond these achievements, the Council recognizes the extraordinary personal commitment the Manager has demonstrated to Golden Beach's public safety mission. During the COVID pandemic, he voluntarily enrolled in and completed the Police Academy—becoming the first City Manager in the State of Florida to put himself through the academy. Following his graduation, he completed all required field training, again at no cost to the Town, and has since contributed hundreds of hours of patrol services, often late at night, fully in uniform and without accepting one dollar of compensation. His service is purely voluntary, motivated by a deep sense of duty to the residents and officers of Golden Beach.

This agreement does not create any new benefit or privilege. Rather, it codifies existing practices and established understandings in order to preserve the commitments historically provided to other senior staff. In past instances where department directors have separated from service, the Town has allowed them to retain their assigned vehicle. Likewise, although the Manager's contract contains a severance provision after 20 years of service, it is contrary to the Town's values and expectations to require a long-serving, high-performing employee to "misbehave" in order to access benefits that are already earned.

For these reasons, and in recognition of his exemplary performance, unmatched dedication, and long-term service to this community, the Town offers this contract extension to reaffirm and codify what has long been standard practice and to ensure continuity of leadership for the residents of Golden Beach.

Fiscal Impact:

The Manger's existing contract currently provides for severance, and our past practice has been to provide a vehicle to Department Directors who have assigned take-home vehicles.

FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT TOWN MANAGER

This Fifth Amendment to Employment Agreement (the "Fifth Amendment") is made and entered into this _______ day of ________, 2025, between the Town of Golden Beach, a Florida municipal corporation, (the "Town") and Alexander Diaz (the "Employee").

RECITALS

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

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

WHEREAS, the Town Council and the Employee have entered into four prior amendments to the Agreement; and

WHEREAS, the Town and the Employee now wish to revise the Agreement to address the Employee's severance pay, take-home vehicle and longevity bonuses.

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

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

Section 2. Agreement Amended: That Sections 4 and 8 of the Agreement are hereby amended as follows:

4. In the event that the Employee voluntarily resigns his position, the Employee shall give the Town at least sixty (60) days written notice prior to the effective date of such resignation. If the Employee voluntarily resigns, the Employee shall not be entitled to receive Severance Pay as set forth in Section 3 of the Employment Agreement., unless otherwise agreed to by the parties. However, The Employee shall

<u>also</u> be entitled to accrued vacation, accrued sick leave, and floating holiday time as of the date of resignation.

5.6 Upon Employee reaching 19 years of Town service, the Town shall provide the Employee with a longevity bonus in the amount of ten-thousand dollars (\$10,000.00) annually.

8. The Employee shall be provided with a take home vehicle consistent with the Town's obligations relative to its take-home vehicle program/policy for non-sworn employees. <u>Upon the Employee's separation from the Town in good standing, or upon separation in recognition of the Employee's two (2) decades of continuous service to the Town, the Employee shall be entitled to retain possession of the Town-provided take-home vehicle at no cost to the Employee, and the Town shall take all steps necessary to transfer title to such vehicle to the Employee.</u>

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

IN WITNESS WHEREOF, the Town, by signature of the Mayor as authorized by the Town Council in accordance with Resolution No. 3046, 25 passed on November 18, 2025, has executed this Agreement the day and year first above written.

TOWN OF GOLDEN BEACH

By:____

Glenn Singer, Mayor

ATTEST:

Town Clerk

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

Stephen J. Helfman, Town Attorney

TOWNMANAGER Alexander Diaz	Bi
Date	