MIAMIBEACH

City Commission Meeting

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
December 7, 2005

Mayor David Dermer
Vice-Mayor Richard L. Steinberg
Commissioner Matti Herrera Bower
Commissioner Simon Cruz
Commissioner Luis R. Garcia, Jr.
Commissioner Saul Gross
Commissioner Jerry Libbin

City Manager Jorge M. Gonzalez
City Attorney Murray H. Dubbin
City Clerk Robert E. Parcher

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

Special note: In order to ensure adequate public consideration, if necessary, the Mayor and City Commission may move any agenda item to the alternate meeting date which will only be held if needed. In addition, the Mayor and City Commission may, at their discretion, adjourn the Commission Meeting without reaching all agenda items.

Call to Order - 9:00 a.m.
Inspirational Message, Pledge of Allegiance
Requests for Additions, Withdrawals, and Deferrals

Presentations and Awards
PA Presentations and Awards

Consent Agenda
C2 Competitive Bid Reports Requests
C4 Commission Committee Assignments
C6 Commission Committee Reports
C7 Resolutions

Regular Agenda
R2 Competitive Bid Reports
R5 Ordinances
R7 Resolutions
R9 New Business and Commission
R10 City Attorney Reports

Reports and Informational Items

Presentations and Awards

PA1 Recognition Of City Employees Who Are Veteran's Or Are Currently Serving In The Armed Forces. (Page 2)
(City Manager's Office)

PA2 Certificates Of Appreciation To Be Presented To Employee Of The Month "At Your Service Award" Winners For The Months Of September, October And November 2005.
(City Manager's Office)

PA3 Certificates Of Appreciation To Be Presented To Members Of The City Of Miami Beach Budget Advisory Committee (BAC) For Their Efforts During The Most Recent Budget Process And Thanking Jack Benveniste And Marc Jacobson Who Have Served On The BAC Since January 1998.
(City Manager's Office)

PA4 Certificates Of Appreciation To Be Presented To City Of Miami Beach For Receiving The Award Of Excellence From The Government Finance Officers Association (GFOA) For The FY 2004/05 Adopted Budget.
(Budget & Performance Improvement)

PA5 Certificate Of Appreciation To Be Presented To Jeff Donnelly, For His Many Years Of Service On The Miami-Dade Library Advisory Board.
(City Manager's Office)

PA6 Certificate Of Achievement To Be Presented To Catherine Escano Of Feinberg-Fisher Elementary, As The Winner For The Vote Miami Beach Essay Contest.
(Requested by Vice-Mayor Richard L. Steinberg)

CONSENT AGENDA

Action:
Moved:
Seconded:
Vote:

C2 - Competitive Bid Reports

C2A Request For Approval To Award Contracts To ASE Telecom & Data, Inc. As Primary Vendor, And Jade Telecommunications, Inc. As Secondary Vendor, Pursuant To Invitation To Bid No. 04-05/06, For The Purchase And Installation Of Telephone, Coax, Data, And Fiber Optic Communications Cable And Accessories In The Estimated Annual Amount Of $90,000. (Page 5)
(Information Technology)

C2 - Competitive Bid Reports (Continued)

C2B Request For Approval To Extend Contract No. 82-98/99, Awarded To Everglades Environmental For Grounds Maintenance Service, On A Month-To-Month Basis Until Such Time That A New Contract Is Awarded; And Further Authorize The Issuance Of A Request For Proposals (RFP) For Grounds Maintenance Services. (Page 18)
(Parks & Recreation)

C2C Request For Approval To Award Contracts Pursuant To Bid No. 23-04/05 For Concrete Curbing/Sidewalk Construction, And The Purchase Of Asphaltic Concrete/Related Materials, And The Striping Of City Streets, Awards Shall Be Based On Firm Unit Prices As Follows: Group I: F & L Construction, Inc., For Concrete Curbing/Sidewalk Construction; Group II: H&R Paving, Inc., For Milling And Resurfacing Of Asphalt Concrete And The Purchase Of Asphalt Related Materials; Group III: H&R Paving, Inc., For Asphaltic Concrete/Related Material To Be Picked-Up Or Delivered To The City; And Group IV: High Tech Striping, Inc., For Striping Of City Streets. (Page 23)
(Public Works)

C2D Request For Approval To Issue A Request For Qualifications (RFQ) For Professional Architectural And Engineering Services For Design, Permitting And Construction Management Of The Beachwalk II, South Of 5th Street To South Pointe Drive. (Page 30)
(Public Works)

C6 - Commission Committee Reports

C6A Report Of The G.O. Bond Oversight Committee Meeting On October 10, 2005: **1)** Contingency Report; **2)** Discussion Items: A. Renewal And Replacement Evaluation Interim Report; **3)** Recommendation To City Commission: A. South Pointe Park A/E Agreement Amendment; **4)** Project Status Report: A. Update On Fire Station # 2; B. Update On Fire Station # 4; C. Normandy Isle Park And Pool; And **5)** Informational Item: A. Updated Calendar Of Scheduled Community Meetings. (Page 38)

C6B Report Of The Finance And Citywide Projects Committee Meeting On October 12, 2005: **1)** Report On The Suggested Traffic Circle In The City Center Neighborhood (Intersection Of Washington Avenue And 17th Street); And **2)** Internal Audit Plan For Fiscal Year 2005/06. (Page 40)

C6C Report Of The G.O. Bond Oversight Committee Meeting On November 7, 2005: **1)** Contingency Report; **2)** Discussion Items: A. 2006 Meeting Dates; **3)** Project Status Report: A. Update On Fire Station # 2; B. Update On Fire Station # 4; C. Normandy Isle Park And Pool; **4)** Informational Item: A. Updated Calendar Of Scheduled Community Meetings. (Page 44)

C6 - Commission Committee Reports (Continued)

C6D Report Of The Finance And Citywide Projects Committee Meeting On November 10, 2005: **1)** Discussion Of The Proposed Negotiation Of The Five (5) Year Extension To The Beachfront Concession Agreement By And Between The City And Boucher Brothers Miami Beach, LLC For The Operation And Management Of Beachfront Concessions On The Beaches Seaward Of Lummus Park, Ocean Terrace, And North Shore Open Space Park; **2)** Discussion Regarding The City Of Miami Beach And The Communication Workers Of America (CWA) Bargaining Unit Outstanding Impasse Issues; **3)** Discussion Regarding The Establishment Of A Fund To Improve Education And Funding It Through Unclaimed Or Undesignated Funds From The City Of Miami Beach Homeowner's Dividend Fund; And **4)** Discussion Regarding The Proposed Land Exchange Of City-Owned Property Located At 1833 Bay Road For The Privately-Owned Property Located At 1825 West Avenue. (Page 48)

C6E Report Of The Joint Meeting Of The Land Use And Development Committee And Neighborhoods/ Community Affairs Committee On November 14, 2005; And A Report Of The Land Use And Development Committee Meeting Of November 14, 2005: **1)** Discussion On The Creation Of A Task Force Committee To Discuss And Recommend Condominium Reform Items; **2)** Discussion Regarding Jacksonville Barrier Removal Ordinance; **3)** Discussion Regarding The Zoning Of Religious Institutions In The Single Family Districts; And **4)** Discussion Amending Parking Requirements. (Page 96)

C7 - Resolutions

C7A A Resolution Retroactively Approving The Appropriation Of $183,566.66 From The Parking Fund's Retained Earnings, To Pay The 2005 Real Estate Property Taxes For Property Leased By The City From The Following Entities: 1) Yacht Club At Portofino, LTD., For The Use Of 115 Parking Spaces; 2) TRG-SSDI, LTD., For The Use Of 108 Parking Spaces; 3) Murano Two, LTD., For The Use Of 142 Parking Spaces; And 4) Murano Three, LTD., For The Use Of 206 Parking Spaces. (Page 103)
(Asset Management)

C7B A Resolution Accepting The Recommendation Of The City Manager Authorizing The Administration To Negotiate Professional Services Agreements Pursuant To Request For Qualifications (RFQ) No. 22-04/05, For Professional Building Inspection And Plans Review Services In Various Disciplines On An "As-Needed Basis" For The City Of Miami Beach Building Department; And Authorizing The Mayor And City Clerk To Execute Professional Services Agreements Upon Completion Of Successful Negotiations With Any Or All Of The Following Six (6) Firms: 1) Bermello, Ajamil & Partners; 2) Capri Engineering; 3) M.T. Causley; 4) Pistorino & Alam Consulting Engineers; 5) Siddiq Khan & Associates; And 6) Tylin International/HJ Ross. (Page 108)
(Building Department)

C7C A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 4 To The Current Professional Services Agreement Between The City And The Firm Of MC Harry And Associates, Inc., Dated July 12, 2000, In The Amount Of $33,348, For The Provision Of Additional Construction Administration Services, For The Construction Completion Of A New Fire Station No. 4.; And Appropriating $33,348 From The General Fund Operating Contingency. (Page 117)
(Capital Improvement Projects)

C7 - Resolutions (Continued)

C7D A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 2 To The Agreement Between The City Of Miami Beach And URS Corporation - Southern, Dated June 27, 2001, To Provide Additional Program Management Services For The Remaining Construction Of The Normandy Isle Park & Pool Facility Project And During The Design And Construction Phases Of The Normandy Shores Golf Course And Clubhouse Project, In The Amount Of $250,000, To Be Funded By The Pay-As-You-Go Capital Fund And From General Fund CIP Salary Savings. (Page124)

(Capital Improvement Projects)

C7E A Resolution Acknowledging The Merger Agreement Between EDAW, Inc. And AECOM Technology Corporation, Inc., And Consenting To The Assignment Of All Current Agreements Between EDAW, As Assignor, And The City, To The New Resulting Merged Firm Of EDAW II, As Assignee. (Page 133)

(Capital Improvement Projects)

C7F A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 5 To The Current Agreement Between The City And The Corradino Group (Formerly Known As Carr Smith Corradino) For Parks Master Plan Bond Program Sites Scott Rakow Youth Center; Flamingo Park; And Normandy Park; Said Amendment To Provide For The Provision Of Additional Construction Administration And Testing Services, In The Amount Of $120,280, During Completion Of The Construction Of The Normandy Isle Park & Pool Facility To Be Appropriated From The Pay-As-You-Go Capital Fund. (Page 142)

(Capital Improvement Projects)

C7G A Resolution Relating To Payment Of Legal Expenses Totaling $5,316.33 To The Law Firm Of Jordan Burt Incurred In Defense Of Miami Beach City Commissioner Saul Gross Relating To Potential Litigation Of Leroy Griffith And Club Madonna; Reciting Findings Supporting Said Payments Of Legal Expenses. (Page 173)

(City Attorney's Office)

C7H A Resolution Authorizing The Mayor And City Clerk To Execute The Attached Covenant In Lieu Of Unity Of Title On Behalf Of The City Of Miami Beach As Owner, Between And Among New World Symphony, Inc. ("NWS"), A Florida Not-For-Profit Corporation, 420 Lincoln Road Associates, Inc. ("Development"), A Florida Corporation, And The City, To Satisfy Parking Requirements Under The City's Land Development Regulations, Under Sections 130-36 And 142-368 Of The City Code, For The NWS Campus Expansion Project, "Sound Space", Located On City Land Described In The Covenant, By Allowing 175 Required Parking Spaces For Sound Space To Be Located Off-Site At Development's Property At 1601 And 1619 Drexel Avenue And 1600 Washington Avenue, And Related Provisions, And Authorizing The City Manager And City Attorney To Take Such Actions As May Be Necessary To Carry Out The Intent Hereof. (Page 191)

(City Attorney's Office)

C7 - Resolutions (Continued)

C7I A Resolution Confirming The Reappointment Of Ms. Zoila Datorre And Appointment Of Ms. Ana Kasdin To Serve As City Of Miami Beach Representatives On The Miami-Dade County Library Advisory Board For A Three Year Term, Commencing On October 1, 2005. (Page 203)
(City Manager's Office)

C7J A Resolution Approving A First Amendment To The Interlocal Agreement By And Between The City Of Miami Beach And Miami-Dade County, Dated June 20, 1986, Pertaining To The Provision Of Library Services For The Residents Of The City Of Miami Beach, Florida; Said Amendment Referencing The Relocation Of Services To The New Regional Library And The New South Shore Reading Room, Respectively; Establishing A Police Substation At The New Regional Library; And Clarifying The Definition Of "Maintenance Fees" To Include The Reimbursement Of And Future Payment By The County Of Condominium Fees At The New South Shore Reading Room, Which Is Located At The Courts Condominium. (Page 206)
(Economic Development)

C7K A Resolution Approving, In Substantial Form, A Cooperative Purchase Agreement Between The City Of Miami Beach And The State Of Florida Counter-Drug Procurement Program Office To Purchase Qualifying Law Enforcement Equipment Pursuant To National Defense Authorization Act Section 1122 (Title 10 USC 381), And Further Authorizing The Mayor And City Clerk To Execute The Agreement In Final Form, Subject To Review By The Administration And City Attorney's Office. (Page 215)
(Fleet Management)

C7L A Resolution Retroactively Approving And Authorizing The City Manager Or His Designee To Submit Applications For Grant Funds To The Following Agencies: 1) Federal Emergency Management Agency (FEMA) For Hazard Mitigation Planning Grant Funds For Funding In An Amount Not To Exceed $325,000 For The Development Of A Geographic Information System (GIS); 2) Federal Emergency Management Agency (FEMA) For Hazard Mitigation Planning Grant Funds For Funding In An Amount Not To Exceed $100,000 For The Development Of An Emergency Management Plan; 3) Miami Dade County Office Of Emergency Management For FY 2005/06 Florida Domestic Security Funding For Citywide Security-Related Projects; 4) State Of Florida Department Of Environmental Protection Coastal Partnership Initiative Grant For Funding In An Amount Not To Exceed $30,000 For The Allison Park Eco-Walk Project; 5) Federal Emergency Management Agency (FEMA) For Pre-Disaster Mitigation Funds For Storm Shutters And Protective Glass For City Buildings; 6) US Soccer Foundation For Funding In An Amount Not To Exceed $100,000 For Renovation Of Normandy Isle Soccer Field; And For, 7) Emergency Food And Shelter Program For Funding In An Amount Not To Exceed $40,000 For Homeless Outreach Initiatives; Further Appropriating The Grants And Matching Funds, If Approved And Accepted By The City; And Authorizing The Execution Of All Necessary Documents Related To These Applications. (Page 228)
(Grants Management)

C7 - Resolutions (Continued)

C7M A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of The Proposals Received Pursuant To Request For Proposals (RFP) No. 07-04/05, To Provide Testing Services/Programs To Determine Qualified Applicants For Police And Fire Entry Level And Classified Promotional Classifications, (Base Proposal) And; 2) Provide Consultation Services (Alternate Proposal) For The Sworn And Non-Sworn Positions For Job Analysis Results Developed Entry Level And Promotional Tests, Scoring, Minimum Requirements For Jobs, And Background Tests Requirements; Authorizing The Administration To Enter Into Negotiations With The Top Ranked Firm Of David Santisteban, Ph.D For The Base Proposal; And Should The Administration Be Unsuccessful In Negotiating With David Santisteban, Ph.D, Authorizing The Administration To Enter Into Negotiations With The Second Ranked Firm Of Barrett & Associates, Inc.; And Authorizing The Administration To Enter Into Negotiations With The Top Ranked Firm Of David Santisteban, Ph.D, For The Alternate Proposal (Consultation Services); And Should The Administration Be Unsuccessful In Negotiating With David Santisteban, Ph.D, Authorizing The Administration To Enter Into Negotiations With The Second Ranked Firm Of Cps Human Resource Services; And Further Authorizing The Mayor And City Clerk To Execute An Agreement(s) Upon Completion Of Successful Negotiations By The Administration For The Base And Alternate Proposals In The Estimated Annual Amount Of $108,737. (Page 237)

(Human Resources & Risk Management)

C7N A Resolution Authorizing The Appropriation Of $38,000.00 From Resort Tax Contingency In Support Of The 2005-2006 New Year's Celebration. (Page 256)

(Tourism & Cultural Development)

C7O A Resolution Authorizing The Mayor And City Clerk To Execute The Attached Home Investment Partnerships (Home) Program Agreement With The Miami Beach Community Development Corporation (MBCDC) Providing $522,493 Of Home Program Funds For The Rehabilitation Of The Westchester Apartments, Located At 516 15th Street, Miami Beach, To Provide 24 Rental Units For Income-Eligible Participants In Accordance With The Home Program Requirements; Further, Approving A One-Time Only Assignment Of This Agreement To MBCDC: Westchester Apartments, LLC, A Not-For-Profit Entity Created By MBCDC As A Successor In Interest In Title To The Property Located At 516 15th Street, And Under This Agreement. (Page 261)

(Neighborhood Services)

C7P A Resolution Authorizing The Mayor And City Clerk To Execute The Attached Home Investment Partnerships (Home) Program Agreement With The Miami Beach Community Development Corporation (MBCDC) Providing $118,030 Of Home Program American Dream Down Payment Initiative (ADDI) Funds For Down Payment Assistance To Income-Eligible Participants In The First-Time Homebuyer Program. (Page 290)

(Neighborhood Services)

C7 - Resolutions (Continued)

C7Q A Resolution Authorizing The Mayor And City Clerk To Execute The Attached State Housing Initiatives Partnership (SHIP) Program Agreement Between The City And Miami Beach Community Development Corporation, Which Provides Ship Program Funds, In The Amount Of $476,041, From Fiscal Year 2004/2005, To Continue A Workforce Housing Rehabilitation Component For The Scattered-Site Home Ownership Program, Providing Rehabilitation, Down Payment Assistance, Closing Cost Assistance And Home Ownership Counseling, For Units Purchased By Eligible Home Buyers Under The Rules Of The Ship Program And The City's Local Housing Assistance Plan. (Page 295)

(Neighborhood Services)

C7R A Resolution To Execute Amendment No. 2 To The Professional Services Agreement, Dated April 30, 2003, Between The City Of Miami Beach And Hillier Group Architecture, New Jersey, Inc. For Fees In An Amount Not To Exceed $23,000.00, And For Reimbursable Expenses In An Amount Not To Exceed $16,900.00, For A Total Amount Of $39,900.00, For Additional Services For Field Testing Of The Visibility Of The Futura Typeface For The Citywide Wayfinding Signage System; And Appropriating $39,900.00 From Fund 481 Parking Revenue Bonds 1997. (Page 316)

(Planning Department)

C7S A Resolution Authorizing The Mayor And The City Clerk To Execute An Memorandum Of Understanding Between The City Of Miami Beach And The Florida Department Of Law Enforcement, Authorizing The Miami Beach Police Department To Access Information From The Janus/ JusticeXchange, A Jail Inmate Locator Service. (Page 337)

(Police Department)

C7T A Resolution Authorizing The Mayor Or His Designee, And The City Clerk To Execute A Professional Services Agreement Between The City Of Miami Beach, Florida And The State Attorney's Office For The Eleventh Judicial Circuit In And For Miami-Dade County, Florida For Criminal Prosecution Of Local Code And Ordinance Violations. (Page 340)

(Police Department)

C7U A Resolution Approving The Appropriation Of Funds From The Stormwater Enterprise Fund For Environmental Monitoring Work To Complete Remediation Activities At The Bayshore And Normandy Golf Courses For Fiscal Year 2005/2006 In The Amount Of $ $88,895. (Page 347)

(Public Works)

C7V A Resolution Ratifying A Contract, In The Total Amount Of $70,875, To Pro-Max Paint Corporation, To Provide For Pressure Cleaning, Waterproofing, And Painting Services At The Police Department Building (The Project). (Page 352)

(Public Works)

C7 - Resolutions (Continued)

C7W A Resolution Waiving, By 5/7ths Vote, Formal Competitive Bidding Requirements, Finding Such Waiver To Be In The Best Interest Of The City, And Authorizing The City Manager, Through His Designee, Who Shall Be The City's Property Management Director, A Licensed General Contractor, To Select, Negotiate, And Award All Contracts, Agreements, Purchase Orders, And Change Orders For The Purchase Of All Necessary Goods And Services Relative To The Fiscal Year 2005/2006 Capital Renewal And Replacement Projects; Providing That All Documents Be Reviewed By The Appropriate Members Of The Administration And City Attorney's Office, And Shall Contain Those Minimum Terms And Conditions As Set Forth In This Resolution; And Further Authorizing The Mayor And City Clerk To Execute Any And All Agreements Relative To The Aforestated Projects. (Page 360)

(Public Works)

C7X A Resolution Approving And Authorizing The Administration To Execute An Interlocal Agreement With Miami-Dade Transit (MDT), In The Amount Of $125,300, For MDT And The City Of Miami Beach To Conduct A Coastal Communities Transit Study; And Further Authorizing The Appropriation Of $62,650 In Concurrency Mitigation Funds To Cover The Required Fifty Percent City Match Of The Study Cost. (Page 369)

(Public Works)

C7Y A Resolution Consenting To The Appointment Of Jorge E. Chartrand As Capital Improvement Project Director. (Page 398)

(City Manager's Office)

C7Z Appointment Of Chief Special Master (Page 403)

1. A Resolution Accepting The Recommendation Of The Miami Beach City Manager And City Attorney, Pursuant To Section 30-36 Of The Code Of The City Of Miami Beach, Concerning The Reappointment Of Jimmy L. Morales, Esquire, To Serve As Chief Special Master, Commencing January 1, 2006, And Ending June 30, 2006, Who Shall Be Authorized To Hold Hearings And Impose Fines, Liens And Other Non-Criminal Penalties Against Violators Of The City And County Codes And Ordinances, And Shall Also Be Authorized To Appoint Such Other Special Masters As May Reasonably Be Required To Conduct The Subject Hearings; Incorporating All Other Matters Set Forth Within City Of Miami Beach City Code Chapter 30, Section 30-37(A) Concerning The Compensation And Duties Of The Chief Special Master.

2. A Resolution Accepting The Recommendation Of The City Manager And City Attorney, Pursuant To Sections 30-36 And 102-356 Of The Code Of The City Of Miami Beach, Concerning The Reappointment Of Jimmy L. Morales, Esquire, To Serve As Chief Special Master Pursuant To Chapter 30 Of The Code And To Serve As "Designee" Pursuant To Section 102-356 Of The City Code, Commencing January 1, 2006 And Ending June 30, 2006, Who Shall Be Authorized To Hold Administrative Hearings Regarding Appeals From Citations For Violations Of City And County Codes And Ordinances, And Regarding Denials, Suspensions, And Revocations Of Occupational Licenses, Certificates Of Use And Permits As Provided By The City Code, And To Appoint Such Other Special Masters As May Reasonably Be Required To Conduct Such Hearings Pursuant To City Ordinances.

(City Clerk's Office)

C7 - Resolutions (Continued)

C7AA A Resolution Approving The Purchase Of All Risk Property Insurance (Fine Arts) For The Bass Museum Of Art And The City In General, For An Annual Premium Of $50,000.00, For A One-Year Period, With An Option To Renew For Two (2) Additional Years, Provided The Annual Rate Does Not Increase By More Than Twenty Percent (20%) Per Year, As Proposed, With Lloyds Underwriters. (Page 410)

(Human Resources & Risk Management)

C7BB A Resolution Accepting The City Manager's Ranking Of Firms Relative To Request For Proposals (RFP) No. 39-04/05, To Select A Consultant To Provide Pilot Network(s) Management And Testing And Project Management Services For The City Of Miami Beach Wireless Broadband Network Initiative (WiFi); Authorizing The Administration To Enter Into Negotiations With The Top-Ranked Firm Of Civitium, And Should The Administration Not Be Able To Successfully Negotiate An Agreement With The Top-Ranked Firm, Authorizing The Administration To Enter Into Negotiations With The Second-Ranked Firm Of Excelsio Communication Corporation; Authorizing The Mayor And City Clerk To Execute An Agreement Upon Completion Of Successful Negotiations By The Administration, In The Base Estimated Amount Of $56,000; And Further Appropriating Funds In The Amount Of $56,000, From The Information And Communication Technology Fund. (Page415)

(Information Technology)

End of Consent Agenda

PA
PRESENTATION
&AWARDS

Presentations and Awards

PA1 Recognition Of City Employees Who Are Veteran's Or Are Currently Serving In The Armed Forces.
(City Manager's Office)

PA2 Certificates Of Appreciation To Be Presented To Employee Of The Month "At Your Service Award" Winners For The Months Of September, October And November 2005.
(City Manager's Office)

PA3 Certificates Of Appreciation To Be Presented To Members Of The City Of Miami Beach Budget Advisory Committee (BAC) For Their Efforts During The Most Recent Budget Process And Thanking Jack Benveniste And Marc Jacobson Who Have Served On The BAC Since January 1998.
(City Manager's Office)

PA4 Certificates Of Appreciation To Be Presented To City Of Miami Beach For Receiving The Award Of Excellence From The Government Finance Officers Association (GFOA) For The FY 2004/05 Adopted Budget.
(Budget & Performance Improvement)

PA5 Certificate Of Appreciation To Be Presented To Jeff Donnelly, For His Many Years Of Service On The Miami-Dade Library Advisory Board.
(City Manager's Office)

PA6 Certificate Of Achievement To Be Presented To Catherine Escano Of Feinberg-Fisher Elementary, As The Winner For The Vote Miami Beach Essay Contest.
(Requested by Vice-Mayor Richard L. Steinberg)

AGENDA ITEM PA1-6
DATE 12-7-05

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C2 COMPETITIVE BID REPORTS

Condensed Title:

Request for Approval to Award Contracts to ASE Telecom & Data, Inc. as Primary Vendor, and Jade Communications, Inc. as Secondary Vendor, Pursuant to Invitation to Bid No. 04-05/06, for the Purchase And Installation of Telephone, Coax, Data, And Fiber Optic Communications Cable and Accessories in the Estimated Annual Amount of $90,000.

Key Intended Outcome Supported:

Process Improved Through Information Technology

Issue:

Shall the City award contracts to ASE and Jade Communications?

Item Summary/Recommendation:

The purpose of this Bid is to establish a contract, by means of sealed bids, for the purchase and installation of telephone, coax, data, and fiber optic communications cable and accessories at various City of Miami Beach facilities, on an as needed basis. This contract shall remain in effect for (3) three years from date of contract execution by the Mayor and City Clerk, and may be renewed by mutual agreement for three (3) additional years, on a year to year basis.

The lowest and best bid was received from ASE Telecom & Data, Inc. This vendor has been in business for over 21 years as a specialty electrical contractor. The secondary vendor, Jade has been in business for over 18 years. The procurement Division secured satisfactory references on both vendors.

APPROVE THE AWARD OF CONTRACTS.

Advisory Board Recommendation:

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$90,000.00	550-1751-000485	
2			
3			
4			
Total	$90,000.00		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Gus Lopez, ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL GA	PDW	JMG

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MIAMIBEACH

AGENDA ITEM C2A
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **REQUEST FOR APPROVAL TO AWARD CONTRACTS TO ASE TELECOM & DATA, INC. AS PRIMARY VENDOR, AND JADE TELECOMMUNICATIONS, INC. AS SECONDARY VENDOR, PURSUANT TO INVITATION TO BID NO. 04-05/06, FOR THE PURCHASE AND INSTALLATION OF TELEPHONE, COAX, DATA, AND FIBER OPTIC COMMUNICATIONS CABLE AND ACCESSORIES IN THE ESTIMATED ANNUAL AMOUNT OF $90,000.**

ADMINISTRATION RECOMMENDATION

Approve the Award of contracts.

BID AMOUNT AND FUNDING

$ 90,000 Funding is available from the IT Department Account Number 550-1751-000485

KEY INTENDED OUTCOME SUPPORTED

Process improved through information technology

ANALYSIS

The purpose of Invitation to Bid No. 04-05/06 (the "Bid) is to establish a contract, by means of sealed bids, for the purchase and installation of telephone, coax, data, and fiber optic communications cable and accessories at various City of Miami Beach facilities, on an as needed basis. This contract shall remain in effect for (3) three years from date of contract execution by the Mayor and City Clerk, and may be renewed by mutual agreement for three (3) additional years, on a year to year basis.

The Bid was issued on October 11, 2005, with an opening date of November 16, 2005. BidNet issued bid notices to 51 prospective bidders. Additionally, the Procurement Division sent the bid announcement to the Blue Book online bidding system "B-Bid", thus inviting another 50 prospective bidders. The notices resulted in the receipt of seven (7) bids.

For the purposes of tabulation, the Bid provides a "SPECIFIC ITEMS LIST" (items 1-47) that was used by the City in basing its cost projections (see Attachment "A"). The Specific Item List contains material costs and the labor cost associated with the installation of the material. The City may also require the Contractor to install City provided cable and materials, not included in the "Specific Items List". In such instances,

the not to exceed hourly labor rate specified on the bid tabulation shall apply (items 48-52). If acceptable to both parties, the City and Contractor may set a fixed fee, per job, for installations of City provided materials. The total amount of both the specific item list and installation of City provided material is estimated at $90,000 based on previous year's expenses.

The lowest and best bid was received from ASE Telecom & Data, Inc. This vendor has been in business for over 21 years as a specialty electrical contractor. The secondary vendor, Jade Telecom, Inc. has been in business for over 18 years. ASE has provided services to the City of Miami Beach under their State of Florida contract during the last five years. The Information Technology Department is satisfied with their level of performance and quality of work. Additionally, the procurement Division secured satisfactory references on Jade Communications, Inc.

CONCLUSION

Based on the analysis of the bids received, The Administration recommends that the City award contracts to ASE TELECOM & DATA, INC. as primary vendor and JADE COMMUNICATIONS, INC. as secondary vendor.

BID TABULATION

Company Names	Line Items 1-47 Specific Items List	Line Item 48 * Labor Regular Copper Cable	Line Item 49 * Labor Overtime Copper Cable	Line Item 50 * Labor Regular Fiber-Optic	Line Item 51 * Labor Overtime Fiber-Optic	Line Item 52 * Labor Other Materials
ASE Telecom & Data	**$36,080.50**	$35.00/hr	$52.50/hr	$38.00/hr	$57.00/hr	$35.00/hr
Jade Communications	**$40,560.83**	$40.45/hr	$60.67/hr	$40.45/hr	$60.67/hr	$40.45/hr
Gisnet Telecom Inc.	**$43,042.90**	$40.00/hr	$55.00/hr	$50.00/hr	$55.00/hr	$40.00/hr
Miami Business Telecom	**$44,163.20**	$35.00/hr	$50.00/hr	$35.00/hr	$50.00/hr	$35.00/hr
Telecom Engineering	**$59,653.79**	$35.00/hr	$52.00/hr	$35.00/hr	$52.00/hr	$35.00/hr
Black Box	**$59,906.90**	$45.00/hr	$67.59/hr	$45.00/hr	$67.50/hr	$45.00/hr
Cable Technologies	**$93,667.75**	$55.00/hr	$87.50/hr	$65.00/hr	$97.59/hr	$55.00/hr

* The City reserves the right to negotiate these not to exceed Hourly Labor Rates.

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ATTACHMENT "A"

				ASE			JADE COMMUNICATIONS			GISNET		
Item	Unit	Length of Run	Description	Material Cost	Labor Cost	Extended Cost	Material Cost	Labor Cost	Extended Cost	Material Cost	Labor Cost	Extended Cost
1	5	100 ft.	Plastic Jacket Backbone Cable, 50 pair	70.00	35.00	**525.00**	61.83	40.45	**511.40**	7.40	60.00	**337.00**
2	3	200 ft.	Plastic Jacket Backbone Cable, 50 pair	140.00	52.50	**577.50**	123.65	80.89	**613.62**	14.80	70.00	**254.40**
3	5	100 ft.	Plastic Jacket Backbone Cable, 100 pair	140.00	35.00	**875.00**	117.70	40.45	**790.75**	13.50	60.00	**367.50**
4	3	200 ft.	Plastic Jacket Backbone Cable, 100 pair	280.00	52.50	**997.50**	235.40	80.89	**948.87**	27.00	70.00	**291.00**
5	3	200 ft.	Plastic Jacket Backbone Cable, 200 pair	550.00	52.50	**1,807.50**	463.67	80.89	**1,633.68**	60.00	70.00	**390.00**
6	3	200 ft.	Direct Burial Shielded Cable, 50 pair	200.00	35.00	**705.00**	164.07	80.89	**734.88**	225.00	70.00	**885.00**
7	4	200 ft.	Direct Burial Shielded Cable, 100pair	320.00	35.00	**1,420.00**	307.93	80.89	**1,555.28**	400.00	70.00	**1,880.00**
8	3	200 ft.	Direct Burial Shielded Cable, 200 pair	600.00	35.00	**1,905.00**	592.07	80.89	**2,018.88**	750.00	70.00	**2,460.00**
9	50	Up to 150 ft.	Category 5E, Plenum Rated Station Cable, 4 Pair, 24 ga.	21.00	70.00	**4,550.00**	29.43	24.27	**2,685.00**	27.00	60.00	**4,350.00**
10	50	Up to 295 ft.	Category 5E, Plenum Rated Station Cable, 4 Pair, 24 ga.	42.00	70.00	**5,600.00**	57.87	47.73	**5,280.00**	30.50	80.00	**5,525.00**
11	100	10 ft	Cross Connect, 1 Pair, 24 ga	0.50	0.50	**100.00**	0.21	4.05	**426.00**	0.30	3.00	**330.00**
12	200	10 ft.	Cross Connect, 2 Pair, 24 ga.	0.50	0.50	**200.00**	0.35	4.05	**880.00**	0.40	3.00	**680.00**
13	5	100ft	6 strand Multi-Mode fiber optic cable	70.00	35.00	**525.00**	70.15	40.45	**553.00**	70.00	70.00	**700.00**
14	5	100ft	12 strand Multi-Mode Fiber Optic cable, for duct/aerial installations. Loose buffer, jacket rating MDPE. Core/Cladding 62.5/125.	130.00	52.50	**912.50**	136.73	40.45	**885.90**	130.00	80.00	**1,050.00**
15	5	100ft	24 strand Multi-Mode Fiber Optic cable, for duct/aerial installations. Loose buffer, jacket rating MDPE. Core/Cladding 62.5/125.	220.00	70.00	**1,450.00**	272.26	40.45	**1,563.55**	250.00	80.00	**1,650.00**

				ASE			JADE COMMUNICATIONS			GISNET		
Item	Unit	Length of Run	Description	Material Cost	Labor Cost	Extended Cost	Material Cost	Labor Cost	Extended Cost	Material Cost	Labor Cost	Extended Cost
16	6		Entrance Surge Suppression Terminal – 50 Pair.	245.00	35.00	**1,680.00**	236.59	40.45	**1,662.24**	290.00	35.00	**1,950.00**
17	6		Entrance Surge Suppression Terminal – 100 Pair.	350.00	35.00	**2,310.00**	343.59	60.67	**2,425.56**	400.00	60.00	**2,760.00**
18	6		Entrance Surge Suppression Terminal – 200 Pair.	350.00	35.00	**2,310.00**	687.18	80.89	**4,608.42**	800.00	120.00	**5,520.00**
19	40		BNC Male Connector Crimp-on for Thin-net RG58.	0.50	1.00	**60.00**	1.37	3.37	**189.60**	1.90	0.00	**76.00**
20	25		DB25M Connector, Crimp Pins.	0.10	1.00	**27.50**	2.92	10.12	**326.00**	3.40	0.00	**85.00**
21	25		DB25F Connector, Crimp Pins.	0.10	1.00	**27.50**	3.27	10.12	**334.75**	3.40	0.00	**85.00**
22	25		DB9M Connector, Crimp Pins.	0.10	1.00	**27.50**	2.80	6.72	**238.00**	2.60	0.00	**65.00**
23	25		DB9F Connector, Crimp Pins.	0.10	1.00	**27.50**	3.16	6.72	**247.00**	2.60	0.00	**65.00**
24	10		Type N Male Ethernet connector for RG-8 Plenum	0.50	1.00	**15.00**	2.73	3.37	**61.00**	3.20	0.00	**32.00**
25	10		Type N Female 50 Ohm Terminator	0.75	1.00	**17.50**	2.73	3.37	**61.00**	3.20	0.00	**32.00**
26	100		Category 5E RJ45 Jack, 110, UTP	2.95	3.00	**595.00**	3.51	13.47	**1,698.00**	2.80	2.00	**480.00**
27	50		Category 5E RJ14 Jack, 110, UTP.	1.00	1.00	**100.00**	2.44	13.47	**795.50**	2.20	2.00	**210.00**
28	50		Cat 5E Patch Cord – Stranded 7 ft.	2.00	1.00	**150.00**	3.16	0.68	**192.00**	4.00	0.00	**200.00**
29	50		Cat 5E Patch Cord – Stranded 14 ft.	3.00	1.00	**200.00**	3.63	0.68	**215.50**	6.00	0.00	**300.00**
30	50		Cat 5E Patch Cord – Stranded 25 ft.	5.50	1.00	**325.00**	4.99	0.68	**283.50**	10.00	0.00	**500.00**
31	5		Cat 5E Patch Panel, 96 ports 568B	300.00	35.00	**1,675.00**	208.06	10.12	**1,090.90**	180.00	70.00	**1,250.00**
32	5		Cat 5E Patch Panel, 48 ports 568B	160.00	35.00	**975.00**	160.50	10.12	**853.10**	140.00	60.00	**1,000.00**

				ASE			JADE COMMUNICATIONS			GISNET		
Item	Unit	Length of Run	Description	Material Cost	Labor Cost	Extended Cost	Material Cost	Labor Cost	Extended Cost	Material Cost	Labor Cost	Extended Cost
33	5		Cat 5E Patch Panel, 24 ports 568B	95.00	35.00	**650.00**	93.93	10.12	**520.25**	85.00	35.00	**600.00**
34	5		Hinged Wall Bracket for 96 Port Patch Panel.	10.00	10.00	**100.00**	32.10	10.12	**211.10**	50.00	15.00	**325.00**
35	5		Hinged Wall Bracket for 48 Port Patch Panel.	45.00	35.00	**400.00**	28.54	10.12	**193.30**	40.00	10.00	**250.00**
36	5		Hinged Wall Bracket for 24 Port Patch Panel.	40.00	35.00	**375.00**	26.16	10.12	**181.40**	35.00	10.00	**225.00**
37	10		110 Block, 25 Pair	15.00	5.00	**200.00**	5.22	16.59	**218.10**	32.50	40.00	**725.00**
38	10		110 Block, 50 Pair	20.00	10.00	**300.00**	8.03	33.57	**416.00**	32.50	60.00	**925.00**
39	10		Fiber Optic Duplex Patch Cable, 4 ft, ST to Mini-BNC Connector.	2.00	2.00	**40.00**	23.19	0.68	**238.70**	35.00	0.00	**350.00**
40	10		Fiber Optic Duplex Patch Cable, 8 ft, ST to Mini-BNC Connector.	2.00	2.00	**40.00**	26.75	0.68	**274.30**	40.00	0.00	**400.00**
41	10		Fiber Optic Duplex Patch Cable, 4 ft, SC to SC Connector.	18.00	5.00	**230.00**	25.57	0.68	**262.50**	28.00	0.00	**280.00**
42	10		Fiber Optic Duplex Patch Cable, 8 ft, SC to SC Connector.	25.00	5.00	**300.00**	27.94	0.68	**286.20**	30.00	0.00	**300.00**
43	10		Fiber Optic Duplex Patch Cable, 4 ft, ST to ST Connector.	18.00	5.00	**230.00**	22.00	0.68	**226.80**	18.00	0.00	**180.00**
44	10		Fiber Optic Duplex Patch Cable, 8 ft, ST to ST Connector.	25.00	5.00	**300.00**	24.97	0.68	**256.50**	20.00	0.00	**200.00**
45	10		Fiber Optic Duplex Patch Cable, Custom Length, Price per foot, Cable Only.	0.30	1.00	**13.00**	0.30		**3.00**	0.30	0.00	**3.00**
46	10		Termination for Custom Length Duplex Patch Cord, ST to Mini-BNC, Price per cable (4 connectors Installed)	5.00	5.00	**100.00**	18.79	26.70	**454.90**	46.00	80.00	**1,260.00**
47	10		Termination for Custom Length Duplex Patch Cord, ST to ST, Price per cable (4 connectors Installed)	8.00	5.00	**130.00**	18.79	26.70	**454.90**	46.00	80.00	**1,260.00**
SPECIFIC ITEM LIST TOTAL (Line Items 1 thru 47):						**36,080.50**			**40,560.83**			**43,042.90**

				MIAMI BUSINESS TELEPHONE			TELECOM ENGINEERING			BLACK BOX		
Item	Unit	Length of Run	Description	Material Cost	Labor Cost	Extended Cost	Material Cost	Labor Cost	Extended Cost	Material Cost	Labor Cost	Extended Cost
1	5	100 ft.	Plastic Jacket Backbone Cable, 50 pair	60.00	35.00	**475.00**	95.76	75.00	**853.80**	0.48	160.00	**802.40**
2	3	200 ft.	Plastic Jacket Backbone Cable, 50 pair	120.00	70.00	**570.00**	162.80	127.50	**870.90**	0.48	200.00	**601.44**
3	5	100 ft.	Plastic Jacket Backbone Cable, 100 pair	114.00	35.00	**745.00**	119.70	150.00	**1,348.50**	0.88	200.00	**1,004.40**
4	3	200 ft.	Plastic Jacket Backbone Cable, 100 pair	228.00	70.00	**894.00**	203.49	255.00	**1,375.47**	0.88	240.00	**722.64**
5	3	200 ft.	Plastic Jacket Backbone Cable, 200 pair	480.00	70.00	**1,650.00**	280.81	400.00	**2,042.43**	1.71	320.00	**965.13**
6	3	200 ft.	Direct Burial Shielded Cable, 50 pair	156.00	70.00	**678.00**	180.00	170.00	**1,050.00**	0.66	370.00	**1,111.98**
7	4	200 ft.	Direct Burial Shielded Cable, 100pair	264.00	70.00	**1,336.00**	334.45	200.00	**2,137.80**	1.18	415.00	**1,664.72**
8	3	200 ft.	Direct Burial Shielded Cable, 200 pair	552.00	70.00	**1,866.00**	567.53	250.00	**2,452.59**	2.23	460.00	**1,386.69**
9	50	Up to 150 ft.	Category 5E, Plenum Rated Station Cable, 4 Pair, 24 ga.	21.00	52.50	**3,675.00**	35.40	22.50	**2,895.00**	0.11	100.00	**5,005.50**
10	50	Up to 295 ft.	Category 5E, Plenum Rated Station Cable, 4 Pair, 24 ga.	41.30	70.00	**5,565.00**	59.20	37.60	**4,840.00**	0.11	140.00	**7,005.50**
11	100	10 ft	Cross Connect, 1 Pair, 24 ga	0.20	5.00	**520.00**	1.50	1.50	**300.00**	14.09	4.00	**1,809.00**
12	200	10 ft.	Cross Connect, 2 Pair, 24 ga.	0.60	5.00	**1,120.00**	2.00	2.00	**800.00**	25.37	4.00	**5,874.00**
13	5	100ft	6 strand Multi-Mode fiber optic cable	66.00	35.00	**505.00**	109.80	35.00	**724.00**	0.06	160.00	**800.30**
14	5	100ft	12 strand Multi-Mode Fiber Optic cable, for duct/aerial installations. Loose buffer, jacket rating MDPE. Core/Cladding 62.5/125.	126.00	35.00	**805.00**	231.48	50.00	**1,407.40**	0.09	392.50	**1,962.95**
15	5	100ft	24 strand Multi-Mode Fiber Optic cable, for duct/aerial installations. Loose buffer, jacket rating MDPE. Core/Cladding 62.5/125.	240.00	35.00	**1,375.00**	417.20	70.00	**2,436.00**	1.91	392.50	**1,972.05**

				MIAMI BUSINESS TELEPHONE			TELECOM ENGINEERING			BLACK BOX		
Item	Unit	Length of Run	Description	Material Cost	Labor Cost	Extended Cost	Material Cost	Labor Cost	Extended Cost	Material Cost	Labor Cost	Extended Cost
16	6		Entrance Surge Suppression Terminal – 50 Pair.	408.00	35.00	**2,658.00**	520.00	25.00	**3,270.00**	310.00	45.00	**2,130.00**
17	6		Entrance Surge Suppression Terminal – 100 Pair.	528.00	70.00	**3,588.00**	836.00	30.00	**5,196.00**	478.00	45.00	**3,138.00**
18	6		Entrance Surge Suppression Terminal – 200 Pair.	1,056.00	140.00	**7,176.00**	1,672.00	60.00	**10,392.00**	956.00	45.00	**6,006.00**
19	40		BNC Male Connector Crimp-on for Thin-net RG58.	1.14	2.00	**125.60**	2.81	5.00	**312.40**	9.18	9.00	**727.20**
20	25		DB25M Connector, Crimp Pins.	2.70	2.00	**117.50**	3.40	35.00	**960.00**	2.36	45.00	**1,184.00**
21	25		DB25F Connector, Crimp Pins.	2.70	2.00	**117.50**	3.80	35.00	**970.00**	2.36	45.00	**1,184.00**
22	25		DB9M Connector, Crimp Pins.	2.70	2.00	**117.50**	2.40	20.00	**560.00**	2.43	45.00	**1,185.75**
23	25		DB9F Connector, Crimp Pins.	2.70	2.00	**117.50**	2.60	20.00	**565.00**	2.43	45.00	**1,185.75**
24	10		Type N Male Ethernet connector for RG-8 Plenum	2.40	2.00	**44.00**	8.00	7.00	**150.00**	9.18	22.50	**316.80**
25	10		Type N Female 50 Ohm Terminator	2.42	2.00	**44.20**	24.20	10.00	**342.00**	8.91	22.50	**314.10**
26	100		Category 5E RJ45 Jack, 110, UTP	3.42	3.00	**642.00**	5.20	3.00	**820.00**	3.75	9.00	**1,275.00**
27	50		Category 5E RJ14 Jack, 110, UTP.	2.97	3.00	**298.50**	4.80	3.00	**390.00**	3.47	9.00	**623.50**
28	50		Cat 5E Patch Cord – Stranded 7 ft.	1.44	2.00	**172.00**	2.26	1.00	**163.00**	2.48	4.50	**349.00**
29	50		Cat 5E Patch Cord – Stranded 14 ft.	2.40	2.00	**220.00**	3.63	1.00	**231.50**	3.63	4.50	**406.50**
30	50		Cat 5E Patch Cord – Stranded 25 ft.	4.80	2.00	**340.00**	5.48	1.00	**324.00**	5.63	4.50	**506.50**
31	5		Cat 5E Patch Panel, 96 ports 568B	378.00	70.00	**2,240.00**	423.00	15.00	**2,190.00**	284.71	22.50	**1,536.05**
32	5		Cat 5E Patch Panel, 48 ports 568B	198.00	35.00	**1,165.00**	236.00	15.00	**1,255.00**	144.71	22.50	**836.05**

				MIAMI BUSINESS TELEPHONE			TELECOM ENGINEERING			BLACK BOX		
Item	Unit	Length of Run	Description	Material Cost	Labor Cost	Extended Cost	Material Cost	Labor Cost	Extended Cost	Material Cost	Labor Cost	Extended Cost
33	5		Cat 5E Patch Panel, 24 ports 568B	102.00	17.50	**597.50**	124.50	15.00	**697.50**	76.47	22.50	**494.85**
34	5		Hinged Wall Bracket for 96 Port Patch Panel.	24.00	5.00	**145.00**	71.20	12.00	**416.00**	29.46	22.50	**259.80**
35	5		Hinged Wall Bracket for 48 Port Patch Panel.	24.00	5.00	**145.00**	36.50	12.00	**242.50**	23.81	22.50	**231.55**
36	5		Hinged Wall Bracket for 24 Port Patch Panel.	21.60	5.00	**133.00**	34.70	12.00	**233.50**	22.02	22.50	**222.60**
37	10		110 Block, 25 Pair	5.10	17.50	**226.00**	13.85	10.00	**238.50**	9.50	22.50	**320.00**
38	10		110 Block, 50 Pair	5.94	35.00	**409.40**	13.85	10.00	**238.50**	9.50	22.50	**320.00**
39	10		Fiber Optic Duplex Patch Cable, 4 ft, ST to Mini-BNC Connector.			**0.00**	37.80	2.00	**398.00**		4.50	**45.00**
40	10		Fiber Optic Duplex Patch Cable, 8 ft, ST to Mini-BNC Connector.			**0.00**	40.00	2.00	**420.00**		4.50	**45.00**
41	10		Fiber Optic Duplex Patch Cable, 4 ft, SC to SC Connector.	19.20	10.00	**292.00**	31.00	2.00	**330.00**	24.76	4.50	**292.60**
42	10		Fiber Optic Duplex Patch Cable, 8 ft, SC to SC Connector.	21.60	10.00	**316.00**	36.65	2.00	**386.50**	25.00	4.50	**295.00**
43	10		Fiber Optic Duplex Patch Cable, 4 ft, ST to ST Connector.	21.60	10.00	**316.00**	29.40	2.00	**314.00**	19.51	4.50	**240.10**
44	10		Fiber Optic Duplex Patch Cable, 8 ft, ST to ST Connector.	26.40	10.00	**364.00**	31.00	2.00	**330.00**	20.00	4.50	**245.00**
45	10		Fiber Optic Duplex Patch Cable, Custom Length, Price per foot, Cable Only.	0.50	1.00	**15.00**	0.20	0.20	**4.00**	4.75	4.50	**92.50**
46	10		Termination for Custom Length Duplex Patch Cord, ST to Mini-BNC, Price per cable (4 connectors Installed)			**0.00**	48.00	60.00	**1,080.00**			**0.00**
47	10		Termination for Custom Length Duplex Patch Cord, ST to ST, Price per cable (4 connectors Installed)	19.20	5.00	**242.00**	30.00	40.00	**700.00**	76.00	45.00	**1,210.00**
SPECIFIC ITEM LIST TOTAL (Line Items 1 thru 47):						**44,163.20**			**59,653.79**			**59,906.90**

				CABLE TECHNOLOGIES		
Item	**Unit**	**Length of Run**	**Description**	Material Cost	Labor Cost	Extended Cost
1	5	100 ft.	Plastic Jacket Backbone Cable, 50 pair	144.30	110.00	**1,271.50**
2	3	200 ft.	Plastic Jacket Backbone Cable, 50 pair	288.60	165.00	**1,360.80**
3	5	100 ft.	Plastic Jacket Backbone Cable, 100 pair	288.60	165.00	**2,268.00**
4	3	200 ft.	Plastic Jacket Backbone Cable, 100 pair	577.20	220.00	**2,391.60**
5	3	200 ft.	Plastic Jacket Backbone Cable, 200 pair	577.20	330.00	**2,721.60**
6	3	200 ft.	Direct Burial Shielded Cable, 50 pair	375.18	220.00	**1,785.54**
7	4	200 ft.	Direct Burial Shielded Cable, 100pair	750.36	330.00	**4,321.44**
8	3	200 ft.	Direct Burial Shielded Cable, 200 pair	1,500.72	550.00	**6,152.16**
9	50	Up to 150 ft.	Category 5E, Plenum Rated Station Cable, 4 Pair, 24 ga.	27.30	55.00	**4,115.00**
10	50	Up to 295 ft.	Category 5E, Plenum Rated Station Cable, 4 Pair, 24 ga.	54.50	110.00	**8,225.00**
11	100	10 ft	Cross Connect, 1 Pair, 24 ga	2.02	13.75	**1,577.00**
12	200	10 ft.	Cross Connect, 2 Pair, 24 ga.	3.05	13.75	**3,360.00**
13	5	100ft	6 strand Multi-Mode fiber optic cable	91.00	385.00	**2,380.00**
14	5	100ft	12 strand Multi-Mode Fiber Optic cable, for duct/aerial installations. Loose buffer, jacket rating MDPE. Core/Cladding 62.5/125.	145.35	715.00	**4,301.75**
15	5	100ft	24 strand Multi-Mode Fiber Optic cable, for duct/aerial installations. Loose buffer, jacket rating MDPE. Core/Cladding 62.5/125.	283.44	1,375.00	**8,292.20**

				CABLE TECHNOLOGIES		
Item	**Unit**	**Length of Run**	**Description**	Material Cost	Labor Cost	Extended Cost
16	6		Entrance Surge Suppression Terminal – 50 Pair.	393.00	87.50	**2,883.00**
17	6		Entrance Surge Suppression Terminal – 100 Pair.	606.32	110.00	**4,297.92**
18	6		Entrance Surge Suppression Terminal – 200 Pair.	1,212.64	220.00	**8,595.84**
19	40		BNC Male Connector Crimp-on for Thin-net RG58.	1.88	27.50	**1,175.20**
20	25		DB25M Connector, Crimp Pins.	1.95	55.00	**1,423.75**
21	25		DB25F Connector, Crimp Pins.	1.95	55.00	**1,423.75**
22	25		DB9M Connector, Crimp Pins.	1.45	55.00	**1,411.25**
23	25		DB9F Connector, Crimp Pins.	1.45	55.00	**1,411.25**
24	10		Type N Male Ethernet connector for RG-8 Plenum	2.47	55.00	**574.70**
25	10		Type N Female 50 Ohm Terminator	3.15	55.00	**581.50**
26	100		Category 5E RJ45 Jack, 110, UTP	2.40	13.75	**1,615.00**
27	50		Category 5E RJ14 Jack, 110, UTP.	2.40	13.75	**807.50**
28	50		Cat 5E Patch Cord – Stranded 7 ft.	1.70	13.75	**772.50**
29	50		Cat 5E Patch Cord – Stranded 14 ft.	2.60	13.75	**817.50**
30	50		Cat 5E Patch Cord – Stranded 25 ft.	4.05	13.75	**890.00**
31	5		Cat 5E Patch Panel, 96 ports 568B	397.00	13.75	**2,053.75**
32	5		Cat 5E Patch Panel, 48 ports 568B	210.00	13.75	**1,118.75**

				CABLE TECHNOLOGIES		
Item	**Unit**	**Length of Run**	**Description**	Material Cost	Labor Cost	Extended Cost
33	5		Cat 5E Patch Panel, 24 ports 568B	105.30	13.75	**595.25**
34	5		Hinged Wall Bracket for 96 Port Patch Panel.	43.00	13.75	**283.75**
35	5		Hinged Wall Bracket for 48 Port Patch Panel.	30.00	13.75	**218.75**
36	5		Hinged Wall Bracket for 24 Port Patch Panel.	26.00	13.75	**198.75**
37	10		110 Block, 25 Pair			**0.00**
38	10		110 Block, 50 Pair	9.38	13.75	**231.30**
39	10		Fiber Optic Duplex Patch Cable, 4 ft, ST to Mini-BNC Connector.			**0.00**
40	10		Fiber Optic Duplex Patch Cable, 8 ft, ST to Mini-BNC Connector.			**0.00**
41	10		Fiber Optic Duplex Patch Cable, 4 ft, SC to SC Connector.	17.19	13.75	**309.40**
42	10		Fiber Optic Duplex Patch Cable, 8 ft, SC to SC Connector.	18.13	13.75	**318.80**
43	10		Fiber Optic Duplex Patch Cable, 4 ft, ST to ST Connector.	16.44	13.75	**301.90**
44	10		Fiber Optic Duplex Patch Cable, 8 ft, ST to ST Connector.	18.06	13.75	**318.10**
45	10		Fiber Optic Duplex Patch Cable, Custom Length, Price per foot, Cable Only.	1.50	110.00	**1,115.00**
46	10		Termination for Custom Length Duplex Patch Cord, ST to Mini-BNC, Price per cable (4 connectors Installed)	60.00	110.00	**1,700.00**
47	10		Termination for Custom Length Duplex Patch Cord, ST to ST, Price per cable (4 connectors Installed)	60.00	110.00	**1,700.00**
SPECIFIC ITEM LIST TOTAL (Line Items 1 thru 47):						**93,667.75**

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Condensed Title:

Request For Approval To Extend Contract No. 82-98/99, Awarded To Everglades Environmental For Grounds Maintenance Service, On A Month-To-Month Basis Until Such Time That A New Contract Is Awarded; And Further Authorize The Issuance Of A Request For Proposals (RFP).

Key Intended Outcome Supported:

Maintain Miami Beach public areas and rights of way especially in business districts

Issue:

Shall the City approve the month-to-month extension?

Item Summary/Recommendation:

Contract awarded pursuant to Invitation to Bid No. 82-98/99 (the "Bid) expired on 7/21/05. The Procurement Division recently received the specifications from Greenspace Management to bid the contract. The Department has requested $453,056 for comprehensive landscape maintenance services during fiscal year 2005/2006. The monthly maintenance cost is $37,754. ***This is the same rate that was approved in the 1999 contract award.*** The amount of $188,770 is requested to cover for services from October 2005 until a new contract is in place, estimated February 2006.

This past summer the preparation for and cleanup after, four storm events **Dennis,** Saturday July 9, **Katrina,** Friday August 26, **Rita,** Monday September 19, and **Wilma,** Monday October 24, delayed the preparation of the technical specifications for these sites. Since the origination of this contract in 1999, significant refinement of citywide maintenance standards has occurred which required incorporation into the new bid documents.

APPROVE THE MONTH-TO-MONTH EXTENSION

Advisory Board Recommendation:

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$188,770.00	011-0940-000312	
2			
3			
4			
Total	**$188,770.00**		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Gus Lopez, ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL KS	RCM	JMG

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MIAMIBEACH

AGENDA ITEM C2B
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **REQUEST FOR APPROVAL TO EXTEND CONTRACT No. 82-98/99, AWARDED TO EVERGLADES ENVIRONMENTAL FOR GROUNDS MAINTENANCE SERVICE, ON A MONTH-TO-MONTH BASIS UNTIL SUCH TIME THAT A NEW CONTRACT IS AWARDED; AND FURTHER AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR GROUNDS MAINTENANCE SERVICE.**

ADMINISTRATION RECOMMENDATION

Approve the month-to-month extension, and authorize issuance of an RFP.

FUNDING

$188,770 Funding is available from the Greenspace Management Account Number 011-0940-000312. Budgeted amount for FY 2005/2006 is $453,056. The amount of $188,770 is requested to cover for services until a new contract is in place, estimated February 2006.

KEY INTENDED OUTCOME SUPPORTED

Maintain Miami Beach public areas and rights of way especially in business districts

ANALYSIS

Contract awarded pursuant to Invitation to Bid No. 82-98/99 (the "Bid) expired on 7/21/05. The Procurement Division recently received the specifications from Greenspace Management to bid the contract. The Department has requested $453,056 for comprehensive landscape maintenance services during fiscal year 2005/2006 for the following areas:

North Shore Project (Normandy Drive, 71st Street, Collins Avenue, Ocean Terrace, Calais Drive), 41st Street, 77th Street, Allison Island, Fleet Management, Indian Creek, Washington Avenue, Marseilles Drive. The monthly maintenance cost is $37,754. **This is the same rate that was approved in the 1999 contract award.**

Unfortunately, this past summer the preparation for and cleanup after, four storm events **Dennis,** Saturday July 9, **Katrina,** Friday August 26, **Rita,** Monday September 19, and **Wilma,** Monday October 24, delayed the preparation of the technical specifications for these sites. Since the origination of this contract in 1999, significant refinement of citywide maintenance standards has occurred which required incorporation into the new bid documents.

The Administration is requesting $188,770 to cover the cost of grounds maintenance from October 2005 until a new contract is awarded. The estimated date of award of a new contract is February 2006.

CONCLUSION

The Administration recommends that the City extend contract 82-98/99, awarded to Everglades Environmental for grounds maintenance service, on a month-to-month basis until such time that a new contract is awarded, and authorize the issuance of an RFP for Grounds Maintenance Service.

GROUNDS MAINTENANCE SERVICE

SCOPE OF WORK

The work specified in this section consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, services and incidentals necessary to provide complete landscape maintenance services in the designated areas.

The work shall include but not be limited to, litter retrieval and waste disposal, mowing, edging, landscape maintenance, herbicide /insecticide application, turf management, athletic field turf management, irrigation system operation maintenance / repair and replacement of plants as required. The work shall include Traffic Control. Proposal prices shall include all labor, equipment and materials needed to perform those duties set forth in this section.

The locations of the work referenced above are located throughout the City of Miami Beach, they include the following areas:

NORTH BEACH BUSINESS AND RESIDENTIAL AREAS:

- **Allison Island** Entrance plantings on right of way, Guardhouse and Median plantings, trees and palms.
- **Collins Avenue** from the 6900 Block North to 75th Street. including all Streetscape plantings and palms on east and west rights of way. All rights of way (swales) adjacent to City properties including but not exclusive to parking lots.
- **Public Beach Accesses** East of Collins Ave from 6900 Block north to 75th Street.
- **Ocean Terrace** 73rd Street from Collins Ave East and then North to the Coral rock walls including all planters, palms, rights of ways (swales) and medians (chops) including hedges immediately east of coral rock walls north to and including 75th Street to Collins.
- **63rd Street** from Collins Ave. to Indian Creek including both rights of ways (swales), landscaping at all intersections, medians and below overpass.
- **Indian Creek Medians:** All medians from the 63rd St flyover north, up to and including the first median north of Abbott.
- **64th Street Parking Lot** Landscaping on right of way (swale) **only;** from back of curb [Collins Ave.] east to parking meters. From sidewalk on south end up to and including Beach Access on north end of site.
- **67th Street** from Collins Ave. to Indian Creek. All Streetscape planters.
- **69th Street Beach Access** from Collins Ave east to Spoil Area (coral rock wall)
- **Collins and 72nd Street** Parking Lot right of way (swale) along Collins Ave ONLY. Parking Lot landscaping NOT included.
- **75nd St. Library** On Collins. **A**ll grounds and landscaping.
- **71st Street** Sidewalk planters on both right of ways (swales) from the coral rock wall westward to Rue Gran Ville Drive Drive.

NORMANDY BUSINESS DISTRICT:

- **Normandy Fountain** Triangular medians (2) located on 71st Street just west of Bay Drive.
- **Normandy Business District** all Streetscape plantings and palms located along 71st Street and Normandy Drive from Bay Drive West to Rue Notre Dame.
- **75th Street** All streetscape plantings and palms from Collins Ave west to Dickens.
- **77th Street** All streetscape plantings and palms from Collins Ave to the Guardhouse entrance at Biscayne Point (Noremac Ave.)
- **Calais Drive** All Streetscape plantings, palms and trees from Bay Drive west to Biarritz.

41ST STREET/WASHINGTON AVE STREETSCAPE:

- **41st Street:** All streetscape plantings, trees and palms along the rights of way and intersections on 41st St. from Collins Ave. west to Alton Rd.
- **Washington Ave.** All Streetscape plantings, trees and palms from Lincoln Road South to Government Cut including Rights of Ways (swales) and Medians.
- **3rd Street** Streetscape plantings, palms, trees from Washington Ave west to Michigan Ave.

Condensed Title:

Approve the Awards of Contracts to F & L Construction, Inc., H& R Paving, Inc., and High Tech Striping, Inc., Pursuant to Bid No. 23-04/05 for Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete and the Purchase of Asphalt Related Materials, Asphaltic Concrete/Related Material to be Picked-up or Delivered to the City and the Striping of City Streets.

Key Intended Outcome Supported:

Ensure well-maintained infrastructure.

Issue:

Shall the City award contracts to F & L Construction, Inc., H & R Paving, Inc., and High Tech Striping, Inc.?

Item Summary/Recommendation:

The purpose of this Bid is to establish contracts for Concrete Curbing/Sidewalk Repair and Replacement, the purchase of Milling and Resurfacing of Asphalt Concrete and the Purchase of Asphalt Related Materials, Asphaltic Concrete/Related Material to be picked-up or delivered to the City, and the Striping of City Streets City-wide on an "as needed basis".

The work specified in this bid consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, services necessary for Concrete/Curbing and Sidewalk Construction and the Purchase of Asphaltic Concrete/Related Materials and the Striping of City Streets in accordance with the bid documents.

APPROVE THE AWARDS.

Advisory Board Recommendation:

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$118,200	424.2473.069360	
2	$302,500	424.2474.069357	
3	$40,200	424.2475.069360	
4	$213,500	424.2476.069357	
Total	**$674,400.00**		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Bob Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL FB	RCM	JMG

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MIAMIBEACH

AGENDA ITEM C2C
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **REQUEST FOR APPROVAL TO AWARD CONTRACTS PURSUANT TO BID NO. 23-04/05 FOR CONCRETE CURBING/SIDEWALK CONSTRUCTION, AND THE PURCHASE OF ASPHALTIC CONCRETE/RELATED MATERIALS, AND THE STRIPING OF CITY STREETS, AWARDS SHALL BE BASED ON FIRM UNIT PRICES AS FOLLOWS: GROUP I: F & L CONSTRUCTION, INC., FOR CONCRETE CURBING/SIDEWALK CONSTRUCTION; GROUP II: H&R PAVING, INC., FOR MILLING AND RESURFACING OF ASPHALT CONCRETE AND THE PURCHASE OF ASPHALT RELATED MATERIALS; GROUP III: H&R PAVING, INC., FOR ASPHALTIC CONCRETE/RELATED MATERIAL TO BE PICKED-UP OR DELIVERED TO THE CITY; AND GROUP IV: HIGH TECH STRIPING, INC., FOR STRIPING OF CITY STREETS.**

ADMINISTRATION RECOMMEDATION

Approve the Award of contracts.

FUNDING

Funds in the amount of $674,400 are available from budgeted accounts of Public Works Department as follows:

$118,200	Public Works Capital Account Number 424.2473.069360
$302,500	Public Works Capital Account Number 424.2474.069357
$40,200	Public Works Capital Account Number 424.2475.069360
$213,500	Public Works Capital Account Number 424.2476.069357
$674,400	**Total (Estimated Annual Amount)**

ANALYSIS

The 2005 City of Miami Beach community survey showed Infrastructure (storm drainage and condition of roads) as important drivers for resident perceptions of whether the City is better, the same, or worse versus a few years ago and for their perception of the value of City services for tax dollars paid. Condition of sidewalks was a key driver for businesses as to whether our City government is meeting their needs.

1. 53% residents and 48% of businesses rated condition of sidewalks as excellent or good while 18% and 23% respectively rated it as poor.

2. 47% residents and 38% of businesses rated condition of roads as excellent or good and 23% and 8% respectively rated it as fair or poor.

This is a reoccurring bid which establishes multi-year contracts for concrete curbing/sidewalk repair and replacement, the purchase of milling and resurfacing of asphalt and concrete, and the purchase of asphalt related material, asphaltic concrete/ related material to be picked-up or delivered to the City, and the Striping of City Streets City-Wide on an "as needed basis". The contracts would facilitate obtaining materials and services in a timely manner to repair, maintain and ultimately improve the condition of pavement and sidewalks throughout the City.

The work specified in this bid consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, services necessary for concrete/ curbing and sidewalk construction and the purchase of asphaltic concrete/ related Materials and the striping of city streets in accordance with the bid documents.

Any purchase request that exceeds the budgeted amounts listed above will be subject to the review and approval of Office of Budget and Performance Improvement (OBPI) and appropriation of funds by the Mayor and City Commission.

The initial Blanket Purchase Order will be issued using the available funds listed above. Change Orders increases for the additional work will be processed when additional funds become available, and upon subsequent approval by OBPI and/or the Mayor and City Commission.

The applicable portions of the Miami-Dade County Public Works Manual and the Standard Specifications for Road and Bridge Construction of the Florida Department of Transportation, Edition of 2004, and its supplements, as amended, are a part of this Contract and shall be further supplemented and amended by the General Specifications and Special Provisions contained herein.

Wheelchair curb ramps shall be constructed to be in full compliance with all Americans with Disabilities Act (ADA) Accessibility Guidelines standard and Florida Accessibility Code standards, as well as any other required and relevant standards.

This contract shall commence the day after date of award by the City Commission, and shall remain in effect for a period of one (1) year.

Providing the successful bidders will agree to maintain the same terms and conditions of the current contract, this contract may be extended by the City Manager for an additional two (2) years, on a year to year basis, if mutually agreed upon by both parties.

As Task Orders are identified, substantial completion times will be mutually agreed upon between the successful contractor and the City. All pricing shall be based on firm unit prices as submitted by each Contractor as part of their bid price. Liquidated damages of $25.00 per day will be deducted from the contract sum for each calendar day elapsing beyond the specified time for completion for each Task Order.

Invitation to Bid No. 23-04/05 was issued on June 21, 2005 with an opening date of August 12, 2005. Forty-eight (48) bid notices were issued by BidNet resulting in ten (10) vendors requesting bid packages. Responsive bids were received from F & L Construction, Inc., MEF Construction, H&R Paving, Inc., Homestead Concrete and Drainage, Inc. and High Tech Striping, Inc. on August 12, 2005.

Attached is the bid tabulated results. The lowest and best bidders are as follows:

Group I - Concrete/Curbing Sidewalk Construction.
F& L Construction, Inc., contract based on firm unit prices.

Group II - Milling and Resurfacing of Asphalt Concrete and the Purchase of Asphalt Related Materials.
H & R Paving, Inc., contract based on firm unit prices.

Group III- Asphaltic Concrete/Related Material to be picked-up or delivered to the City.
H & R Paving, Inc., contract based on firm unit prices.

Group IV- Striping – City Streets
High Tech Striping, Inc., contract based on firm unit prices.

References have been checked by Procurement staff for awarded Contractors. The results are as follows:

F & L Construction Inc. has been in business for twenty-eight (28) years under present business name, and all references were more than satisfactory. The previous contract for concrete Curbing/Sidewalk Construction, Repair and Replacement was awarded to F & L Construction Inc. in the estimated amount of $107,900.00, Pursuant to Bid Number 27-01/02.

H & R Paving, Inc. has been in business for twenty-nine (29) years under the present business name, and all references were more than satisfactory. The previous contract for Asphaltic Concrete/Related Materials and the Striping was awarded to H & J Asphalt, Inc. in the estimated amount of $1,296,450.00, Pursuant to Bid Number 27-01/02.

High Tech Striping, Inc. has been in business for eight (8) years under the present business name, and all references were more than satisfactory. The previous contract for Striping City Roads, was awarded to MEF Construction, Inc. in the estimated amount of $39,632.50, Pursuant to Bid 27-01/02.

This Bid contract combines the Scope of Work contracts to provide services for project that will be performed on an "as-needed basis" for Public Works and Parking Departments under the above mentioned Group Categories. Performance and Payment bonds for the contract amounts under each category will be based on the budgetary amounts available for each category.

CONCLUSION

Based on the analysis, the Administration recommends that the Mayor and City Commission authorize contracts to be awarded to the lowest and best bid from the responsive, responsible bidders, and will be based on unit fixed price, and awards shall be as follows: Group I: F & L construction, Inc., for Concrete Curbing/Sidewalk Construction; Group II:H & R Paving, Inc., Milling and Resurfacing of Asphalt Concrete and the Purchase of Asphalt Related Materials; Group III: H & R Paving, Inc., Asphaltic Concrete/Related Material to be picked-up or delivered to the City; and Group IV: High Tech Striping, Inc., for Striping of City Streets.

BID TABULATION

ITB-23-04/05 - CONCRETE CURBING/SIDEWALK CONSTRUCTION, AND THE PURCHASE OF ASPHALTIC CONCRETE/RELATED MATERIALS, AND THE STRIPPING OF CITY STREETS AND PARKING LOTS				
Company Name	**Group 1**	**Group 2**	**Group 3**	**Group 4**
F & L Construction, Inc.	$356,300.00	No Bid	No Bid	No Bid
MEFConstruction, Inc.	$578,400.00	No Bid	No Bid	$211,818.00
H&R Paving, Inc.	$827,970.00	$1,709,000.00	$180,000.00	No Bid
Homestead Concrete and Drainage, Inc.	$981,020.00	No Bid	No Bid	No Bid
High Tech Striping, Inc.	No Bid	No Bid	No Bid	$115,596.00

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"Attachment A" – Detailed Bid Tabulation

Attachment A

ITB-23-04/05 - CONCRETE CURBING/SIDEWALK CONSTRUCTION, AND THE PURCHASE OF ASPHALTIC CONCRETE/RELATED MATERIALS, AND THE STRIPPING OF CITY STREETS AND PARKING LOTS

Company Name	Item No.	Group 1	Item No.	Group 2	Item No.	Group 3	Item No.	Group 4
F & L Construction, Inc.								
	1A	$17,400.00		No Bid		No Bid		No Bid
	2A	$20,400.00						
	3A	$30,000.00						
	36"-42" Curb and Gutter	$34,000.00						
	4A	$18,000.00						
	1B	$12,000.00						
	2B	$15,000.00						
	3B	$30,000.00						
	24" Curb and Gutter	$54,000.00						
	30" Curb and Gutter	$60,000.00						
	4B	$30,000.00						
	5B	$12,000.00						
	1C	$1,000.00						
	2C	$20,000.00						
	1D	$2,500.00						
	Total:	**$356,300.00**						

Company Name	Item No.	Group 1	Item No.	Group 2	Item No.	Group 3	Item No.	Group 4
MEFConstruction, Inc.								
	1A	$18,000.00		No Bid		No Bid	1 Thermoplastic	$3,960.00
	2A	$24,000.00					1 White Paint	$1,584.00
	3A	$30,000.00					2 Thermoplastic	$4,752.00
	36"-42" Curb and Gutter	$35,000.00					2 White Paint	$2,112.00
	4A	$25,000.00					3 Thermoplastic	$5,280.00
	1B	$18,000.00					3 White Paint	$2,640.00
	2B	$24,000.00					4 Thermoplastic	$5,280.00
	3B	$90,000.00					4 White Paint	$2,640.00
	24" Curb and Gutter	$96,000.00					5 Thermoplastic	$8,976.00
	30" Curb and Gutter	$105,000.00					5 White Paint	$4,224.00
	4B	$75,000.00					6 Thermoplastic	$18,480.00
	5B	$14,400.00					6 White Paint	$5,280.00
	1C	$2,000.00					7 Thermoplastic	$21,120.00
	2C	$20,000.00					7 White Paint	$5,280.00
	1D	$2,000.00					8 Thermoplastic	$31,680.00
	Total:	**$578,400.00**					8 White Paint	$10,560.00
							9 (Road Reflector)	$4,000.00
							10 Thermoplastic	$4,000.00
							10 White Paint	$3,000.00
							11 Thermoplastic	$2,000.00
							11 White Paint	$260.00
							12 Thermoplastic	$5,280.00
							12 White Paint	$2,640.00
							13 Thermoplastic	$5,000.00
							13 White Paint	$4,000.00
							14 Thermoplastic	$600.00
							14 White Paint	$150.00
							15 Thermoplastic	$5,000.00
							15 White Paint	$2,500.00
							16 Thermoplastic	$900.00
							16 White Paint	$240.00
							17 Thermoplastic	$12,750.00
							17 White Paint	$1,650.00
							18 Thermoplastic	$13,600.00
							18 White Paint	$10,400.00
							Total:	***$211,818.00***

Attachment A (Continued)

Company Name	Item No.	Group 1	Item No.	Group 2	Item No.	Group 3	Item No.	Group 4
H&R Paving, Inc.								
	1A	$12,330.00	1	$300,000.00	1	$60,000.00		No Bid
	2A	$14,580.00	2	$350,000.00	2	$120,000.00		
	3A	$30,980.00	3	$70,000.00	Total:	**$180,000.00**		
	36"-42" Curb and Gutter	$33,270.00	4	$50,000.00				
	4A	$24,300.00	5	$8,000.00				
	1B	$11,940.00	6	$36,000.00				
	2B	$14,160.00	2" Cut	$36,000.00				
	3B	$89,910.00	3" Cut	$12,000.00				
	24" Curb and Gutter	$91,320.00	4" Cut	$12,000.00				
	30" Curb and Gutter	$92,130.00	7	$15,000.00				
	4B	$72,090.00	8	$10,000.00				
	5B	$12,960.00	9	$210,000.00				
	1C	$25,000.00	10	$600,000.00				
	2C	$300,000.00	Total:	**$1,709,000.00**				
	1D	$3,000.00						
	Total:	**$827,970.00**						

Company Name	Item No.	Group 1	Item No.	Group 2	Item No.	Group 3	Item No.	Group 4
Homestead Concrete and Drainage, Inc.								
	1A	$21,000.00		No Bid		No Bid		No Bid
	2A	$23,400.00						
	3A	$35,000.00						
	36"-42" Curb and Gutter	$38,000.00						
	4A	$33,000.00						
	1B	$15,300.00						
	2B	$17,400.00						
	3B	$96,000.00						
	24" Curb and Gutter	$96,000.00						
	30" Curb and Gutter	$96,000.00						
	4B	$96,000.00						
	5B	$5,520.00						
	1C	$15,000.00						
	2C	$392,000.00						
	1D	$1,400.00						
	Total:	**$981,020.00**						

Company Name	Item No.	Group 1	Item No.	Group 2	Item No.	Group 3	Item No.	Group 4
High Tech Striping, Inc.								
		No Bid		No Bid		No Bid	1 Thermoplastic	$1,848.00
							1 White Paint	$1,320.00
							2 Thermoplastic	$1,848.00
							2 White Paint	$1,320.00
							3 Thermoplastic	$2,640.00
							3 White Paint	$1,320.00
							4 Thermoplastic	$2,640.00
							4 White Paint	$1,320.00
							5 Thermoplastic	$2,640.00
							5 White Paint	$1,584.00
							6 Thermoplastic	$8,712.00
							6 White Paint	$5,280.00
							7 Thermoplastic	$9,240.00
							7 White Paint	$5,280.00
							8 Thermoplastic	$18,480.00
							8 White Paint	$7,920.00
							9 (Road Reflector)	$1,500.00
							10 Thermoplastic	$2,500.00
							10 White Paint	$1,000.00
							11 Thermoplastic	$1,750.00
							11 White Paint	$375.00
							12 Thermoplastic	$2,112.00
							12 White Paint	$897.00
							13 Thermoplastic	$3,000.00
							13 White Paint	$3,000.00
							14 Thermoplastic	$150.00
							14 White Paint	$150.00
							15 Thermoplastic	$2,000.00
							15 White Paint	$1,250.00
							16 Thermoplastic	$400.00
							16 White Paint	$200.00
							17 Thermoplastic	$1,650.00
							17 White Paint	$750.00
							18 Thermoplastic	$15,520.00
							18 White Paint	$4,000.00
							Total:	**$115,596.00**

Condensed Title:

Request for approval to issue a Request For Qualifications (RFQ) for professional architectural and engineering services for design, permitting and construction management of the Beachwalk II, south of 5th Street to South Pointe Drive.

Key Intended Outcome Supported:

Maintain or improve traffic flow.

Issue:

Shall the City approve the issuance of a RFQ for the design, permitting and construction management of the Beachwalk II, south of 5th Street to South Pointe Drive?

Item Summary/Recommendation:

The Beachwalk II project will establish a southern link between Lummus Park and South Pointe Park. Beachwalk II will be a 0:6 mile (approximately 3,100 feet) path running North-South, east of Ocean Drive, between the existing upland structures and west of the dune system. The purpose of the Beachwalk II project is to create a multi-purpose public access corridor, within a public easement, which runs along the western edge (upland side) of the sand dunes, immediately east of the beachfront properties, in the City's South Beach District. The corridor will interconnect area business districts, cultural & tourism centers, residential neighborhoods, parking facilities, parks, schools and the beaches. Beachwalk II will be developed in a "Greenway" or linear park setting to accentuate the area's natural resources, historical architecture and cultural heritage. Additional objectives of the project includes physical improvements to support multimodal transportation, link bicycle and pedestrian destinations, increase pedestrian and bicycle safety, improve trail network connectivity, eliminate barriers that prevent bicycle trips, and develop future bikeway corridors.

Advisory Board Recommendation:

Financial Information:

Source of Funds:

	Amount	Account	Approved
1	3,600,000	Redevelopment Agency Funds	
2	1,000,000	TEP funds; FDOT	
3			
4			
Total	4,600,000		

OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Fernando Vazquez, City Engineer; Jordanna Rubin, Environmental Resources Manager x6121

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHB	RCM	JMG

MIAMIBEACH

AGENDA ITEM C2D
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission
FROM: City Manager Jorge M. Gonzalez
DATE: December 7, 2005

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR DESIGN, PERMITTING AND CONSTRUCTION MANAGEMENT OF THE BEACHWALK II, SOUTH OF 5TH STREET TO SOUTH POINTE DRIVE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach is planning to develop a series of bicycle/pedestrian/greenway projects to be known as the Atlantic Greenway Network (AGN). The Atlantic Greenway Network is made up of two main trail systems; the Beach Corridors, which extend in a general northbound/southbound direction, running between the erosion control line and the dune system; and the Neighborhood Trails, which extend in a general east-west as well as north-south directions through the south, middle, and north beach neighborhoods. Individual projects will be constructed to create a continuous trail network allowing for alternative transportation and community enhancement.

The Beachwalk II project will establish a southern link between Lummus Park and South Pointe Park. Beachwalk II will be a 0.6 mile (approximately 3,100 feet) path running North-South, east of Ocean Drive, between the existing upland structures and west of the dune system. The purpose of the Beachwalk II project is to create a multi-purpose public access corridor, within a public easement, which runs along the western edge (upland side) of the sand dunes, immediately east of the beachfront properties, in the City's South Beach District. The corridor will interconnect area business districts, cultural & tourism centers, residential neighborhoods, parking facilities, parks, schools and the beaches. Beachwalk II will be developed in a "Greenway" or linear park setting to accentuate the area's natural resources, historical architecture and cultural heritage. Additional objectives of the project includes physical improvements to support multimodal transportation, link bicycle and pedestrian destinations, increase pedestrian and bicycle safety, improve trail network connectivity, eliminate barriers that prevent bicycle trips, and develop future bikeway corridors. This is a component of a City-wide initiative to increase pedestrian and bicycle facilities to offer residents alternative transportation choices in efforts to improve traffic flow.

Development of Beachwalk II will involve the creation of a fifteen foot wide, on-grade, paved, bicycle/pedestrian trail, along the western edge of the sand dunes from 5th Street to South Pointe Drive. The trail will connect with the area dune cross-overs (public beach access ways), area street-ends and access ways from the private developments which front along the corridor. The site will serve to connect Lummus Park with South Pointe Park in the South Beach District and connections to Ocean Drive will also be provided at appropriate locations along the trail. Development of the trail will also include, turtle friendly lighting, environmental education signage, landscaping indicator plaques, drinking fountains, beach showers, limited drainage and irrigation, substantial native landscaping along the corridor, and restoration and enhancement of the existing landscaping on the sand dune areas adjacent to the corridor.

Trail connections into Lummus Park and Marjory Stoneman Douglas Park will be developed as part of the project. Amenities will include bike racks, educational displays, and way-finding signage.

Attached are preliminary pathway finish design options which will be completed or modified during the project development and design. The Beachwalk, already built from 14th Street to 21st Street, was designed and built using concrete pavers, and has been successfully received by the community. The existing Beachwalk set a precedent for the use of concrete pavers for walkways constructed east of the Coastal Construction Control Line (CCCL). The North Beach Recreational Corridor (NBRC), to be built in 2006, will extend from 64th Street to 79th Street, will be built with a frangible concrete finish. The attachment show conceptual renderings since it has not been built yet. Frangible concrete pavement "break ups" during coastal storm events and simply crumbles apart due to storm surges with associated breaking waves. Alternative pavements were evaluated to not only meet the Florida Department of Environmental Protection (FDEP) requirements, but also to meet the needs of key user groups of the NBRC, bicyclists and roller bladers. In addition, ADA requirements were taken into consideration for the design of the path.

Beachwalk II will be built with a similar design to the Beachwalk and the NBRC. A public involvement process will be included to ensure that a consensus is reached by all affected agencies and stakeholders. This will include a work shop with local residents, and as part of the Florida Department of Environmental Protection permit process, there will be a period of time for public comment.

The Beachwalk II is funded by $1 million dollars in Transportation Enhancement Project (TEP) Funds and will be augmented with $3.6 million in South Pointe Redevelopment Agency (RDA) Funds. A Local Agency Program (LAP) agreement has already been executed with the Florida Department of Transportation for the TEP funds and will expire in September 2007.

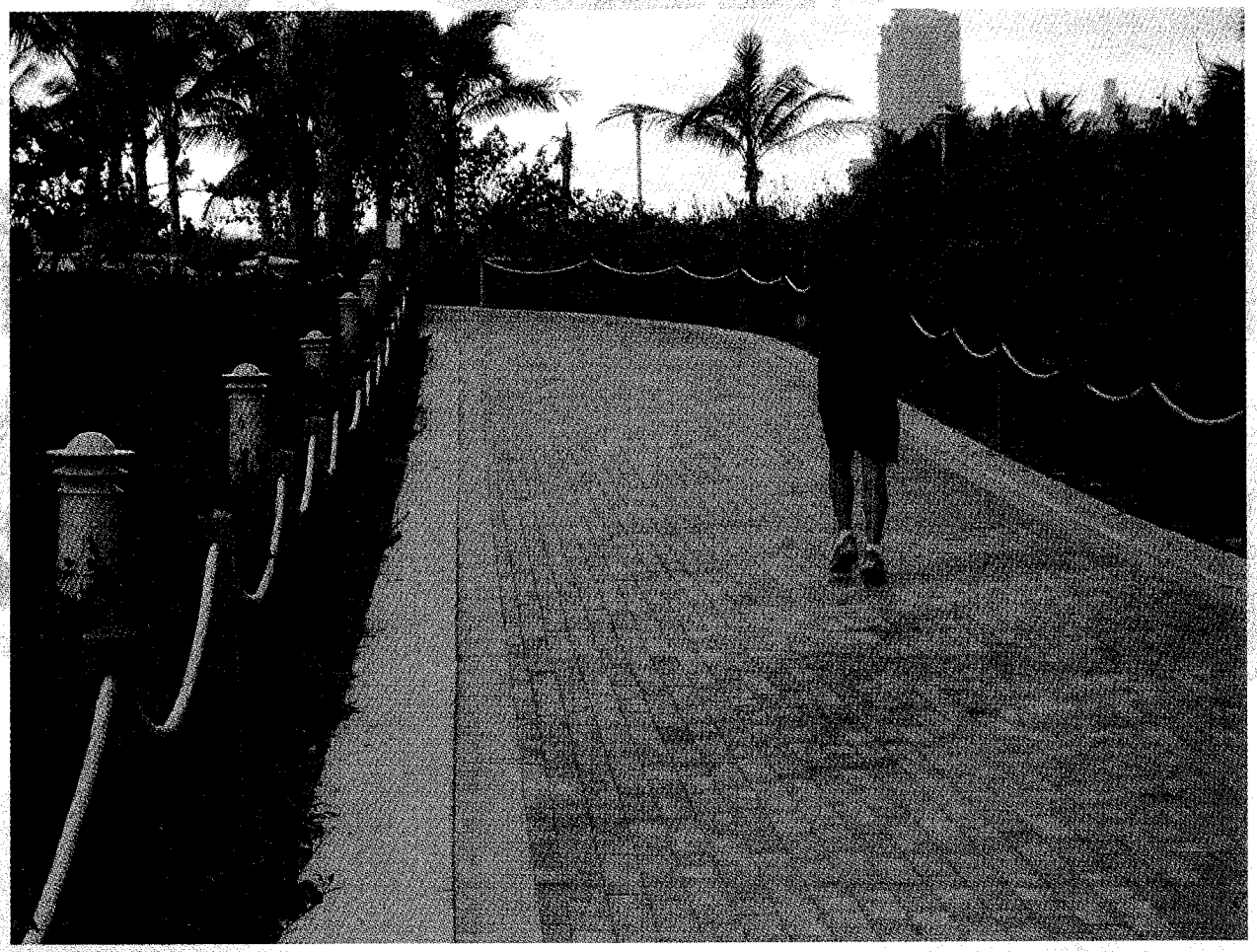
In order to meet this funding deadline, the Administration would like to issue a Request For Qualifications (RFQ) in order to begin the design and permitting process in early 2006.

Beachwalk II

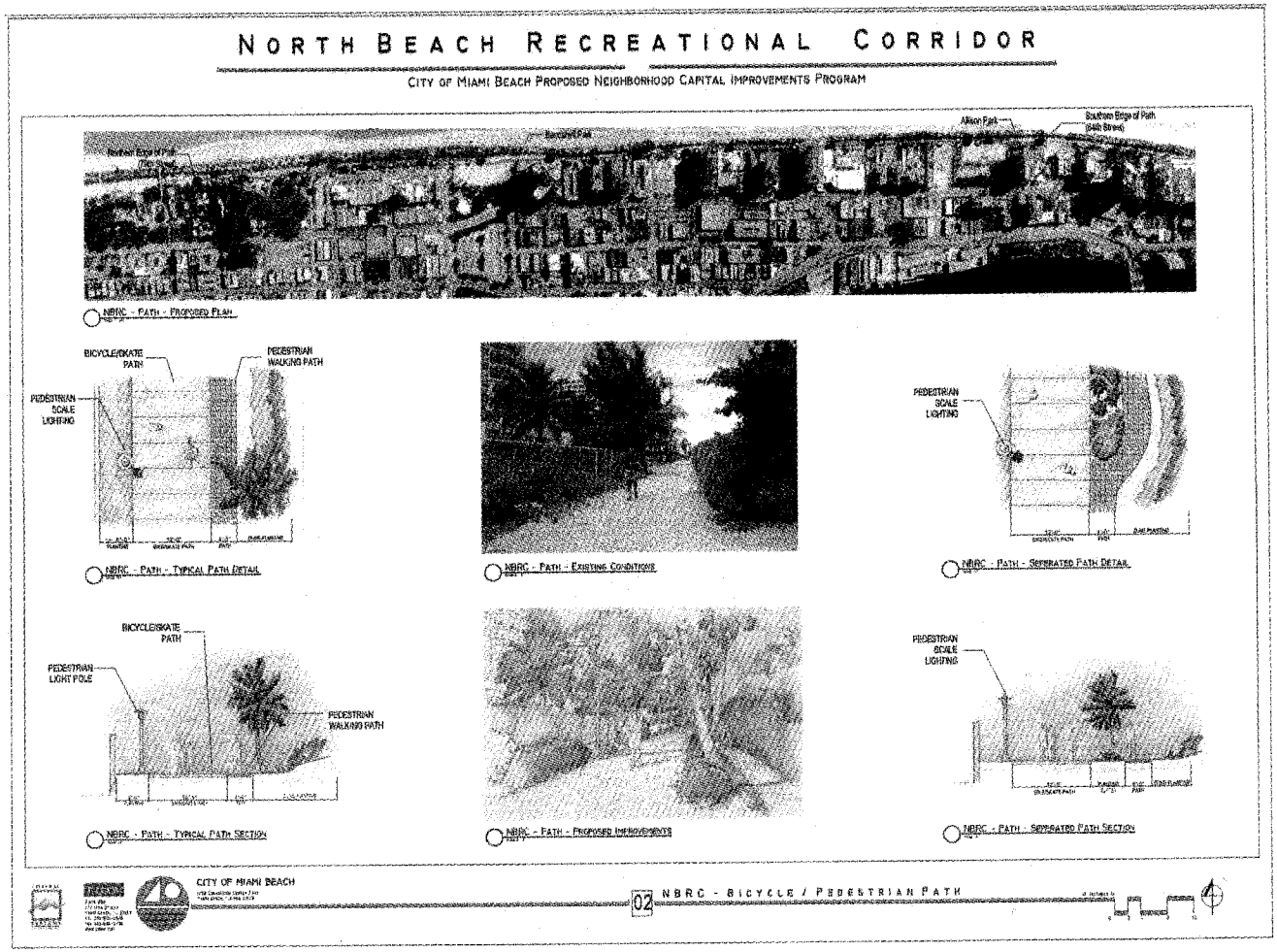
South of 5th Street to South Pointe Drive

Preliminary Design Options

Beachwalk
14th Street – 21st Street
Pavers Option



North Beach Recreational Corridor
64th Street – 79th Street
Frangible Concrete Option



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C6
COMM.COMMITTEE
REPORTS

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT COMMITTEE MEETING ON OCTOBER 10, 2005**

The General Obligation Bond Oversight Committee ("Committee") met on October 10, 2005. At the meeting, the Committee considered the following issues.

The Committee reviewed and accepted the minutes from the September 12, 2005 General Obligation Bond Oversight Committee meeting.

CONTINGENCY REPORT

The Administration informed the Committee that no new change orders were approved.

DISCUSSION ITEMS

The Renewal and Replacement Evaluation Interim Report was discussed. The Committee noted that the fund had been established in the prior fiscal year and that a series of projects were identified to use the funding. A report provided by Public Works was summarized and discussed. The Committee recognized the importance of maintaining the City's infrastructure as a means to preserve GO Bond dollars and possibly eliminate future GO Bond needs.

RECOMMENDATION TO THE CITY COMMISSION

The Administration presented an item to the Committee regarding the **South Pointe Park** A/E Agreement Amendment. Originally the Agreement between the City and Hargreaves was for Hargreaves to complete only the planning portion of the park. This Amendment is for Hargreaves to provide both the design and construction management services for the amount of $1,322,373.

The Administration provided an explanation on several issues. The Administration stated that the Capital Improvement Projects Office would provide all management services. The Related Group did not need to approve Hargreaves since it was not necessary that both Hargreaves and Related Group work together. The added responsibility for Hargreaves did not result in any changes to the Basis of Design Report. The pier restoration component will be addressed separately, with Public Works determining the scope and coordinating with Hargreaves.

The Administration explained that the budgeted $14 million comprised all project costs including construction, contingency, Art in Public Places and the CIP Office fee.

Agenda Item C6A

Date 12-7-05

A discussion was held regarding the pier and possible issues related to design, permitting and construction.

PROJECT STATUS REPORT

The Administration stated that construction of **Fire Station No. 2** is moving forward. Another portion of the roof and the third floor are being built. Electrical and plumbing services are also being added.

Construction of **Fire Station No. 4** is also progressing, with the roof constructed and interior installations taking place.

The Administration also provided an update on **Normandy Isle Park and Pool**, explaining that the park portion is within schedule, but had been delayed due to rain. The pool portion has some corrective demolition and installations left from the previous contractor that are underway. Documents are being reprocessed through the Building Department. The anticipated completion date is summer 2006 and will be better defined once the Building Department issues are resolved.

The Committee asked, in regard to the above mentioned projects, whether there is a construction completion date in the contract, what is the triggering date in which a contractor could be held liable for a delay, and what are the consequences of a delay for the contractor?

The Administration stated that a weather delay is not in question. Contracted completion dates will be provided at the next meeting.

INFORMATIONAL ITEMS

The updated calendar of Community Meetings was presented to the Committee, but not discussed.

The Administration advised that the revised agenda format would be presented at an upcoming meeting.

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE MEETING OF OCTOBER 12, 2005.**

Chief Financial Officer Patricia D. Walker noted that this was Chairman Jose Smith last scheduled meeting as chairperson of the Finance and Citywide Projects Committee (Committee). On behalf of the Administration and the City of Miami Beach, Ms. Walker thanked Chairman Smith for his guidance and leadership during his years of dedicated service to the Committee.

NEW BUSINESS

1. Report on the suggested traffic circle in the City Center neighborhood (intersection of Washington Avenue and 17th Street).

ACTION

The Finance and Citywide Projects Committee referred the item to the Transportation and Parking Committee after a proposed traffic study evaluating the potential traffic impacts from private and public development projects being planned for the City Center area has been completed.

Acting Capital Improvements Project (CIP) Office Director Jorge E. Chartrand introduced and summarized the item. Mr. Chartrand stated that this item was requested by members of the community and involves a proposed roundabout installation at the intersection of 17th Street and Washington Avenue.

Mr. Chartrand stated that the CIP Office, along with both the Public Works and Planning Departments have a number of concerns regarding the proposed project. Mr. Chartrand described the following issues regarding the proposed roundabout:

- Land acquisition;
- Land vacation;
- Relocation of an existing pump station; and,
- Residential, commuter and commercial traffic concerns.

Public Works Director Fred Beckmann stated that he concurred with Mr. Chartrand's concerns regarding the proposed roundabout.

Agenda Item C6B
Date 12-7-05

Mr. Beckmann added that the Administration is planning on conducting a "Traffic Impact and Mobility Study for the City Center Area" in order to collect current traffic data and perform operational analysis, project traffic growth, perform future analysis, and make appropriate recommendations. He added that an analysis of the proposed traffic circle could be incorporated as part of the study.

Mr. Beckmann addressed the physical features relevant to the existing corridors and the potential adaptability of a Centered Roundabout or an Offset Roundabout.

Ms. Lucero Levy, representing Temple Emanu-El, addressed the Committee and expressed the temple's support of the proposed roundabout installation.

Chairman Smith expressed his concerns regarding potential traffic at the proposed roundabout, particularly when events would be occurring at the New World Symphony, Convention Center and the Jackie Gleason Theatre.

Vice-Chairman Richard L. Steinberg pointed out that the proposed roundabout has not been to the Transportation and Parking Committee (TPC) for their review and input. Vice-Chairman Steinberg added that if incorporated as part of the "Traffic Impact and Mobility Study for the City Center Area," the proposed roundabout could subsequently be reviewed at the TPC for an appropriate recommendation.

2. Internal Audit Plan for Fiscal Year 2005/06.

ACTION
The Finance and Citywide Projects Committee instructed the Administration to bring back a schedule listing which departments and/or functions are subject to internal audit review and when they were last audited.

Office of Budget and Performance Improvement (OBPI) Director Kathie G. Brooks introduced and summarized the item. Ms. Brooks stated that the Internal Audit Division of the OBPI is responsible for performing audits and reviews as required by City Code, state agreements, or as routinely scheduled.

Ms. Brooks added that the Internal Audit function is responsible for ensuring:

- Compliance with City Policy and Procedures;
- Financial integrity and sufficiency of internal controls;
- Integrity of performance measures reported citywide; and,
- Compliance with Resort Tax Ordinances by businesses audited.

Ms. Brooks summarized the proposed Internal Audit plan for Fiscal Year 2005/2006.

Vice-Chairman Steinberg suggested that in future years the proposed audit plan should not be published and departments/functions being reviewed should be informed of their impending audit as a surprise.

The Committee reviewed the proposed audit plan and expressed a concern for departments/functions which have not been audited in a number of years.

Ms. Walker stated that the City's external auditors, KPMG, conduct an annual audit of the City's financials and internal controls.

Internal Auditor James Sutter summarized the procedures used for selecting which departments/functions get selected for audits, as well as, the frequency of their review.

Mr. Sutter addressed Committee's concerns regarding controls implemented at citywide parking lots.

The Committee expressed a desire to review a list of which departments and/or functions are subject to internal audit review and when they were last audited.

JMG/PDW/mm

ATTENDANCE SHEET
MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

DATE: - October 12, 2005 TIME: - 2:30 PM

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE – THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
JIM SUTTER	CMB OBPI - Audit 6174
JORGE CHARTRAND	CMB/CIP X6135
LUCERO LEVY	Temple Emanu-El
Fred Beckmann	CMB PWD X6012
Dan Ricker	Watchdog Report
JOHN HEFFERNAN	MAYOR & COMMISSION
Dolores M. Mejia	Mayor & Commission ext. 6834
JOSE SMITH	CMB
Richard Steinberg	CMBC
MATTI H. BOWER	"
PATRICIA WALKER	CMB-CFO
MANNY MARQUEZ	CMB-FIN.
KATHIE BROOKS	CMB - OBPI

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: November 15, 2005

SUBJECT: **REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT COMMITTEE MEETING ON NOVEMBER 7, 2005**

The General Obligation Bond Oversight Committee ("Committee") met on November 7, 2005. At the meeting, the Committee considered the following issues.

The Committee reviewed and accepted the minutes from the October 10, 2005 General Obligation Bond Oversight Committee meeting.

CONTINGENCY REPORT

The Administration informed the Committee that no new change orders had been approved.

DISCUSSION ITEMS

The Committee acknowledged that three of its members were term limited and needed to be replaced by year end; adding that they could stay on an additional 60 days, if needed. The Committee also expressed concern that the Transportation and Parking Committee had not provided a replacement member.

The Administration agreed to assist in the recruitment of new Committee members.

The Committee discussed the pros and cons of underground electric service lines throughout the City. The Committee decided that it will formally ask the City Commission to approve the creation of an ad hoc Committee (duration of one year or less) to canvass for underground power lines citywide, working in conjunction with the General Obligation Bond Committee. The Committee asked the Administration to assist in this process.

The Administration agreed.

The Committee further suggested that members of such a committee may include the termed members of the GO Bond Committee as well as past or present employees of an electric utility company who could provide expert knowledge.

The Committee expressed concerns in the wake of Hurricane Wilma and her impact on current and future projects. The Committee questioned whether or not the best landscaping choices were being made, based on the potential hurricane impact and the fact that such losses can not be recovered from the Federal Capital Disaster Fund. Finally, the Committee inquired about the city-wide assessment process, who was making such assessments and

Agenda Item C6C

Date 12-7-05

what could be done to expedite clean up of public facilities, such as the tennis courts at **Flamingo Park**.

The Administration stated that it will meet with the Architectural and Engineering firms to determine if there are more hurricane tolerant landscaping choices than those currently planned, that meet City code and will fit the scope of the various streetscape and parks projects. The Administration advised that most of the hurricane impact assessments, including the **Washington Avenue** medians, will be completed by teams consisting of members from Parks and Public Works departments. The Administration will ask the Architectural and Engineering teams on each project to evaluate the impact of structural damage to sidewalks and trees in proposed project areas as well as the cost of delays, due to their offices being closed as a result of the power outages. Such findings will be reported back to the Committee in future meetings as such evaluations are completed.

The Committee acknowledged that encroachments that impacted the success of ROW projects, to include drainage and sight restrictions, needed to be aggressively addressed. The pros and cons of rating the severity of encroachments, with respect to the project scope, as well as the need to remove encroachments that, if not removed, would detract from the project's aesthetic value, were also debated. Discussions continued as to when during the design stage was the best time to send residents notice of encroachment obstruction and the need for their removal.

The Administration advised that the current procedure was to send notices of encroachment obstruction six month prior to construction commencement, which usually equates to the 90% design stage. However, the Administration added, residents are informed of encroachment obstacles at the neighborhood meetings, but participation is usually low on the part of the residents.

PROJECT STATUS REPORT

The Administration advised the Committee that substantial completion of **Fire Station No. 2** will be by March 5, 2006; while final completion will occur by April 5, 2006. The historical portion will be substantially complete by December 29, 2006; with final completion by January 28, 2006. Target dates may be adjusted slightly due to Hurricane Wilma and if so, will be provided at the next meeting.

Fire Station No. 4 will be substantially complete by mid-April 2006, with final completion by May 2006. Schedule adjustments due to Hurricane Wilma, if any, will be provided at the next meeting.

The Administration communicated that the contractor working on the pool portion of the **Normandy Isle Park and Pool** project expects to be complete by June 9, 2006. However, the Administration expressed concern that this target may be too aggressive; adding that the current status is 50-55% complete. The double pour was corrected with the previous contractor; most of the remaining work is within the building.

INFORMATIONAL ITEMS

The Administration advised that the **South Pointe Pump Station** meeting, which was scheduled for November 9, 2005, has been canceled and will be rescheduled.

The Administration acknowledged that the wrong day and dates were posted in the Updated Calendar of Scheduled Community Meetings and that a revised calendar will be presented at the next meeting.

The Administration also advised that, due to some outstanding reconciliations, the Project Status Report had not been updated for all projects. Therefore, in lieu of a partial update, the Administration decided to postpone presentation of the new Project Status Report until the December meeting.

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE MEETING OF NOVEMBER 10, 2005.**

In the absence of Chairman Jose Smith, Vice-Chairman Richard L. Steinberg assumed the responsibilities of Chairman for the November 10, 2005 meeting of the Finance and Citywide Projects Committee (Committee).

NEW BUSINESS

1. **Discussion of the proposed negotiation of the five (5) year extension to the Beachfront Concession Agreement by and between the City and Boucher Brothers Miami Beach, LLC for the operation and management of beachfront concessions on the beaches seaward of Lummus Park, Ocean Terrace, and North Shore Open Space Park.**

ACTION

The Committee approved the proposed five year renewal option between the City and Boucher Brothers Miami Beach, LLC for the operation and management of beachfront concessions on the beaches seaward of Lummus Park, Ocean Terrace, and North Shore Open Space Park.

The Committee further referred the item to the Beach Preservation Committee and Marine Authority for input before the renewal option is exercised.

Assistant City Manager Tim Hemstreet introduced and summarized the item. Mr. Hemstreet stated that on October 17, 2001 the City Commission approved a concession agreement between the City and Boucher Brothers Miami Beach LLC (BBMB) for the management and operation of beachfront concessions on the beaches seaward of Lummus Park, Ocean Terrace, and North Shore Open Space Park.

City Manager Jorge M. Gonzalez added that the concession agreement provided for a five year renewal option. He further stated that representatives from the Administration and BBMB have met and negotiated the following four newly proposed "Value Added" provisions to the agreement:

Agenda Item C6D
Date 12-7-05

- Donations for scholarships and contributions to philanthropic organizations;
- Assistance in supervision of cleanliness in Lummus Park beach, including sand sifting equipment and staff to operate same, as part of their maintenance responsibilities;
- Support of environmental organizations and/or programs such as ECOMB; and,
- Start of a lounge chair program that would provide for the promotion of the City of Miami Beach via a visual component from an aerial perspective.

The Committee discussed the proposed five year renewal option.

Commissioner Saul Gross stated that he is in favor of the provision supporting environmental organizations and/or programs. He added that support/funds received from this provision should be prioritized for environmental concerns that affect the beach.

Representatives from BBMB addressed the Committee.

Vice-Chairman Steinberg stated that in the future there should be some form of outreach to the community done in order to get feedback and gauge how well BBMB have performed.

Commissioner Matti H. Bower stated that this item should be heard at the City's Beach Preservation Committee and Marine Authority for input before the renewal option is exercised.

2. Discussion regarding the City of Miami Beach and the Communication Workers of America (CWA) bargaining unit outstanding impasse issues.

Mr. Gonzalez summarized and introduced the item. Mr. Gonzalez stated that the outstanding issues before the Committee today were referred by the City Commission at their October 19, 2005 meeting.

Mr. Gonzalez added that since October 19, 2005, the Administration has met twice with representatives of the CWA in order to resolve the remaining impasse items. He added that after guidance/recommendations from the Committee, the City Commission will vote on the items, and then the Union will hold a ratification vote on their contract.

Mr. Gonzalez and Mr. Richard McKinnon, President of CWA Local 3178, referred the Committee to the handout entitled "Remaining Impasse Items – Finance Committee Meeting – 11/10/05" (attached as Exhibit A).

Mr. Gonzalez and Mr. McKinnon stated that the Administration and CWA are in agreement with items one through six in the "Status Quo Items" section of the referenced handout.

The Committee unanimously approved the Administration's and the CWA's recommendation for maintaining the status quo for the following items:

1. **Sick/vacation leave accrual (no change);**

2. **Accreditation Pay (no change);**

3. **Overtime (3.5 times) pay for call-in on day off (no change);**

4. **Reporting Pay Language (no change);**

5. **Tuition Reimbursement Language (no change); and**

6. **EMT Lifeguard Pay (no change)**

Representatives from the Administration and the CWA addressed the Committee and made their recommendations for the remaining twelve impasse items.

The Committee discussed items one through twelve in the "Remaining Impasse Items" section of the referenced handout.

The Committee unanimously approved the following recommendations for items one through twelve in the "Remaining Impasse Items" section of the referenced handout:

1. **Elections of Remedies: eliminate Personnel Board and use arbitration only;**

2. **Union Time Bank and Union Conventions: create a detached primary union representative to conduct all union business as described throughout the CWA collective bargaining agreement (with the exception of attendance at negotiation sessions or Labor Management meetings). In addition, the union shall have a back-up designee that may be allowed to conduct union business on City time, if necessary, only if the primary union rep is sick or on vacation;**

3. **Cleaning Allowance: maintain the status quo for eligible employees who wear a uniform;**

4. **Promotions: maintain the status quo;**

5. **Seasonal/Temporary Employees: increase the number of temporary employees to 100;**

6. **Random Drug Testing: accept the Administration's recommendation for testing of all public safety classifications and using the current language drafted in the AFSCME labor contract;**

7. **Certification Pay: maintain the status quo;**

8. **Lifeguard/Pool Scheduling: accept the Administration's recommendation for management flexibility in scheduling work hours and work days;**

9. **OSHA/Asbestos Standard Removal Procedures Language: accept the City's notification efforts if the presence of asbestos exists prior to beginning work, but not including it in contracts.**

10. **Minimum Score for Automatic Step Increase: create a pay-for-performance system for step increase consistent with what is provided to the GSA and AFSCME bargaining units;**

11. **Uniforms: accept the Administration's proposal for uniforms and in addition grant the CWA's request to provide Life Guards with one dress shirt, dress pant and official badge.**

12. **Contracting Out: accept the Administration's recommendation which clarifies the City's obligation to discuss the effects of the decision to use subcontractors with the Union only in the event that it would result in lay-offs to any bargaining unit members.**

Handout or Reference Materials:

Exhibit A: Document titled: "Remaining Impasse Items – Finance Committee Meeting – 11/10/05," submitted by the Administration

Exhibit B: Letter from Akerman Senterfitt, submitted by the Administration

Exhibit C: Document titled: "Resolution of Impasses," submitted by the Administration

Exhibit D: Document titled "CWA Proposal," submitted by CWA Local 3178

Exhibit E: Document titled "2003 Florida Ocean Rescue Staffing Survey," submitted by CWA Local 3178

Sign-In Sheet for November 10, 2005 Finance and Citywide Projects Committee Meeting

3. **Discussion regarding the establishment of a fund to improve education and funding it through unclaimed or undesignated funds from the City of Miami Beach Homeowner's Dividend Fund.**

ACTION

The Finance and Citywide Projects Committee recommended the establishment of a fund to improve public educational programs by public entities in Miami Beach and funding said fund through donated, unclaimed and/or undesignated funds from the City of Miami Beach Homeowner's Dividend Fund.

Vice-Chairman Steinberg introduced and summarized the item. Vice-Chairman Steinberg stated that instead of just having homesteaded residents apply for and receive payment of their share of the Miami Beach Homeowner's Dividend; the City could offer an alternative to citizens for donating their share of the dividend for educational improvements in the City of Miami Beach.

Vice-Chairman Steinberg suggested that the Administration could develop a procedure for sending out a mailing notifying citizens that they are entitled to their share of the fund or they can donate their portion to benefit education in the City. He further suggested that if citizens do not respond to the mailing, unclaimed dividends could be donated to the establishment of a fund for the improvement of education.

Vice-Chairman Steinberg stated that after the establishment of the educational fund, the City could put together a panel for review of applications and disbursements of funds for public programs that enhance education in the City for Miami Beach residents.

4. Discussion regarding the proposed land exchange of City-owned property located at 1833 Bay Road for the privately owned property located at 1825 West Avenue.

ACTION
Item Deferred

JMG/PDW/mm

Remaining Impasse Items – Finance Committee Meeting – 11/10/05		
Impasse Item	**City Impasse Position**	**CWA position**
1. Election of Remedies	Eliminate Personnel Board and use arbitration only	Agree on Hearing Examiner for demotions, terminations and suspensions of 4 or more days. For suspensions of 3 days or less, employees can still go to Personnel Board
2. Union Time Bank Union Conventions	1200 hours Union time bank (to include all time except negotiations and Labor-Management meetings Time included as part of Union time bank	Time bank of 2,080 hours and same language as Police & Fire
3. Cleaning Allowance	Status Quo	Want re-opener Want all employees who wear a uniform to be considered for cleaning service
4. Promotions	Status quo	Rule of 3
5. Seasonal/Temporary Employees	lift the restrictions on hiring employees needed to supplement the workforce	No limitation on time worked, can be 10% of entire bargaining unit, can buy back temporary time once becomes regular (only if continuous, no breaks between employment), give credit on entrance exams (i.e., 1 point for 1 month of service), can also buy back probationary time once becomes regular

EXHIBIT A

Remaining Impasse Items – Finance Committee Meeting – 11/10/05		
Impasse Item	**City Impasse Position**	**CWA position**
6. Random Drug Testing	Random drug testing for all public safety classifications (including Communications Operator, Complaint Operator II, Crime Scene Tech I & II, Dispatcher, Dispatcher Trainee, Lifeguard I, II & Lts., Pool Guards, PET I & II & PSS. Using AFSCME language	Agree to (1) use City language and add Last Chance agreement or (2) trade off limitations on number of times tested and get a last chance for employees who test positive. Union wants to be able to confirm procedures used by City for true random 10.8 using a random method that will be verified & disclosed by a random program Last chance "may" to "shall" and limit last chance to last chance and not reasonable suspicion. Penalty is not grieveable Drug test itself (accuracy of the test) needs to be grieveable Want time limit of length of substance abuse rehabilitation (last sentence) Blood analysis (at employee option)
7. Certification Pay	Status quo	$50/pay period for Code Officers who receive FACE level III certification
8. Lifeguard/Pool Scheduling	Management Flexibility – Management Right	Year round 4 day work weeks for Lifeguards & Pool Guards (based on using temporaries not hiring full time) 4800 part-time hours – 40 temps x 10 hours/day x add'l 12 weeks = $4,800 @$16.95/hr = $81,360

Remaining Impasse Items – Finance Committee Meeting – 11/10/05		
Impasse Item	**City Impasse Position**	**CWA position**
9. OSHA/Asbestos Standard Removal procedures language	Status quo	City must provide written notice prior to beginning work regarding presence of asbestos (Union can work with City on notices) Want surveys made available for access by employees at inspected locations
10. Minimum score for automatic step increase	Change minimum score to 75 instead of 50 for a (3%-4%) step increase	Want to remove numerical score and receive increase based on satisfactory performance review
11. Uniforms	a). Reduce number of uniforms from 6 to 5 – Status Quo b). Eliminate "cotton" c). Add sponsorship language	Will agree to IZOD language and removing the word "cotton" and in return, want a dress uniform for the Lifeguards.
12. Contracting out	Clarifying language to be applicable to lay-offs only	Status quo

Status quo items – no longer at impasse			
Impasse Item	**City Impasse Position**	**Cost Out**	**CWA position**
1. Increase sick/vacation leave accrual	Status quo		Status quo
2. Accreditation Pay	Status quo		Status quo
3. Overtime (3.5 times) pay for call-in on day off	Status Quo		Status quo
4. Reporting Pay language	Status Quo		Status quo
5. Tuition Reimbursement Language	Status quo		Status Quo
6. EMT Lifeguard pay	Status Quo		Status quo

EXHIBIT B

Fort Lauderdale
Jacksonville
Miami
Orlando
Tallahassee
Tampa
Washington, DC
West Palm Beach

One Southeast Third Avenue
SunTrust International Center
28th Floor
Miami, Florida 33131-1714
www.akerman.com
305 374 5600 *tel* 305 374 5095 *fax*

June 16, 2005

VIA FACSIMILE
Honorable June Farrell
Public Employees Relations Commission
4050 Esplanade Way
Tallahassee, Florida 32399-0950

Re: PERC Case No. SM-2004-037
City of Miami Beach's Letter Concerning Special Magistrate's Recommendations

Dear Ms. Farrell:

As an initial matter, it should first be noted that the cost of the CWA demands (and the Special Magistrate's recommendations) greatly exceeds what is fiscally prudent and completely disregards the interest of the City's taxpayers. These demands also present unacceptable operational and efficiency concerns. In addition, the Special Magistrate's recommendations were blatantly slanted in favor of the union with respect to many of the City's management rights. In some cases, the recommendations ignored or simply failed to mention or recognize the City's positions and explanations. Finally, his report contained a number of inaccuracies and inconsistent statements.

More specifically, the City provides the following responses to each of the recommendations made by the Special Magistrate:

TERM OF AGREEMENT: While the City would agree with the Special Magistrate's concept that the parties may prefer a 3 year contract over a 1 year contract, it is important to note that pursuant to Chapter 447 of Florida Statutes, the City Commission is legally entitled to impose a contract for only the first fiscal year at issue, which is the fiscal year that covered the period October 1, 2003 through September 30, 2004.

WAGES: While the City agrees with the concept suggested by the Special Magistrate that wages should not be paid in a retroactive manner, the City rejects the proposed amount of wages in the first, second and third years of this agreement because the amounts are higher than

{M2266639;1}

the City believes to be appropriate. In addition, the Special Magistrate refused to consider relevant comparative (and statutorily required) wage and benefits data provided by the City.

PENSION: The City accepts the Special Magistrate's recommendation that employees who are promoted from the CWA into a position that is outside the General Employee's Retirement Plan could elect to remain in that Plan. However, the City rejects all remaining recommendations made by the Special Magistrate regarding the other proposed pension changes because the cost of those proposed pension changes is excessive and unnecessary.

HEALTH INSURANCE: The City rejects the recommendation because the creation of a separate health trust for the CWA will have an adverse financial impact on both the City and the remaining participants in the City's healthcare plans.

ELECTION OF REMEDIES: The City rejects the Special Magistrate's recommendation, in part because it would leave the CWA as the only bargaining unit whose members could take disciplinary appeals to the Personnel Board, which would unnecessarily create administrative inefficiencies. In addition, unlike the arbitration process, which is a professional experienced arbitrator, only one member of the board is required to have any human resources experience

UNION TIME BANK/CONVENTIONS: The City rejects the Special Magistrate's recommendation of the status quo in part because the recommendation completely ignored the City's proposal on this issue, which would have allowed for more administrative controls and accountability on the use of Union time for any reason.

CLEANING ALLOWANCES AND UNIFORMS: The City rejects the Special Magistrate's recommendation to keep the status quo for cleaning allowance and for uniforms because those recommendations are completely inconsistent with the City's position and will result in unnecessary additional cost to the City. The City also rejects the Special Magistrate's recommendation regarding payment to the Union's general funds related to the IZOD contract in part because no such funds are anticipated. Even if there were any, such funds should be paid only to the City's taxpayers. Such funds, if any ever exist, should be used by the City to better serve the public and not to enrich the Union's general fund. In addition, once again, the Special Magistrate's recommendation completely ignored the City's position on the contract language related to sponsorship, reduction in number of uniforms issued accordingly, and the "cotton" requirement. The City accepts the Special Magistrate's recommendation that no dress uniform should be provided to any member of this bargaining unit.

PROMOTION: The City accepts the Special Magistrate's rejection of the Union proposal regarding use of promotional exams, but the City rejects the Special Magistrate's recommendation that the City develop a rule that the oral exam should be limited to the three employees who scored the highest on a written exam because the City believes that such a rule would unnecessarily impede the City's ability and management right to select the best employees

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for promotion. Moreover, the Special Magistrate ignored the City's concerns regarding potential EEOC issues.

SICK/VACATION LEAVE ACCRUALS: The City accepts the Special Magistrate's recommendation that the status quo should be maintained on this issue.

TEMPORARY EMPLOYEES: The City rejects the Special Magistrate's recommendation that the status quo of thirty (30) temporary employees be maintained while at the same time creating a rule which would limit the City's ability to use temporary employees for more than six (6) months because this will unnecessarily restrict the City's ability to use temporary employees.

RANDOM DRUG TESTING: The City accepts the Special Magistrate's acknowledgement that the Union and the City have agreed to the list of positions within the bargaining unit that should be subject to a random drug testing program. However, because the Special Magistrate did not identify which one of the two sets of contract language proposed by the City and Union would be used for the rest of this drug testing article, the City must reject the Special Magistrate's suggestion that the parties are in full agreement on this issue.

ACCREDITATION PAY AND CERTIFICATION PAY: The City accepts the Special Magistrate's recommendation that no accreditation pay should be paid to any bargaining unit members. However, the City's rejects the Special Magistrate's recommendation that a $50.00 certification pay should be paid to Code Compliance Officer and Administrators who maintain certain certifications, as the City does not believe that such certification pays are warranted in these circumstances.

TEN (10) HOUR SHIFT FOR LIFEGUARDS AND POOL GUARDS: The City rejects the Special Magistrate's recommendations that ten (10) hour shifts be implemented for a full year for both life guards and pool guards. This suggestion is an unnecessary impediment to the City's exercise of its management right to determine appropriate shifts and coverage, and it would have a negative impact on operational efficiencies, as well as an increased cost due to the additional staffing required to cover the shifts.

OSHA/ASBESTOS REMOVAL PROCEDURES: The City would accept the Special Magistrate's suggestion that none of the OSHA requirements should be incorporated into the collective bargaining agreement. However, the City rejects the Special Magistrate's suggestion that the City should adopt some type of a practice inspecting each building and then write a note to employees to insure them that each building is asbestos free. In fact, the City is already doing all inspections and reports required by law.

TUITION REIMBURSEMENT: The City rejects the Special Magistrate's recommendation because although it states that the language should remain status quo in the contract, his description of the status quo is inaccurate.

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TRIPLE TIME AND ONE-HALF PAY: The City rejects the Special Magistrate's recommendation that the Triple time and one-half pay benefit should be kept for certain employees who work on holidays, because such a benefit is excessively bloated and unnecessary.

REPORTING PAY: The City rejects the recommendation to keep this language because it is obsolete and unnecessary for this agreement.

PAY FOR PERFORMANCE: The City rejects the status quo recommendation because it believes that the employees in this bargaining unit should be in that Pay for Performance system like the GSA and AFSCME bargaining unit members, and many other non-union City employees.

CONTRACTING OUT: The City rejects the status quo suggestion on this issue in part because the maintenance of that language could cause operational inefficiencies. In addition, the present language is unnecessarily broad and more than the law requires in part because the contract already provides ample protection for employees who might be laid off in the event of the use of an outside contractor.

EMT LIFEGUARD PAY: The City accepts the recommendation that the status quo (the 5% EMT pay supplement) should be maintained.

Very truly yours,

AKERMAN SENTERFITT

James C. Crosland

James C. Crosland

cc: Mr. Jorge Gonzalez, City Manager
Ms. Linda Gonzalez, Labor Relations Director
Robert S. Sugarman, Esquire

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C
West's Florida Statutes Annotated Currentness
Title XXXI. Labor (Chapters 435-453)
Chapter 447. Labor Organizations (Refs & Annos)
Part II. Public Employees (Refs & Annos)

→447.403. Resolution of impasses

(1) If, after a reasonable period of negotiation concerning the terms and conditions of employment to be incorporated in a collective bargaining agreement, a dispute exists between a public employer and a bargaining agent, an impasse shall be deemed to have occurred when one of the parties so declares in writing to the other party and to the commission. When an impasse occurs, the public employer or the bargaining agent, or both parties acting jointly, may appoint, or secure the appointment of, a mediator to assist in the resolution of the impasse. If the Governor is the public employer, no mediator shall be appointed.

(2)(a) If no mediator is appointed, or upon the request of either party, the commission shall appoint, and submit all unresolved issues to, a special magistrate acceptable to both parties. If the parties are unable to agree on the appointment of a special magistrate, the commission shall appoint, in its discretion, a qualified special magistrate. However, if the parties agree in writing to waive the appointment of a special magistrate, the parties may proceed directly to resolution of the impasse by the legislative body pursuant to paragraph (4)(d). Nothing in this section precludes the parties from using the services of a mediator at any time during the conduct of collective bargaining.

(b) If the Governor is the public employer, no special magistrate shall be appointed. The parties may proceed directly to the Legislature for resolution of the impasse pursuant to paragraph (4)(d).

(3) The special magistrate shall hold hearings in order to define the area or areas of dispute, to determine facts relating to the dispute, and to render a decision on any and all unresolved contract issues. The hearings shall be held at times, dates, and places to be established by the special magistrate in accordance with rules promulgated by the commission. The special magistrate shall be empowered to administer oaths and issue subpoenas on behalf of the parties to the dispute or on his or her own behalf. Within 15 calendar days after the close of the final hearing, the special magistrate shall transmit his or her recommended decision to the commission and to the representatives of both parties by registered mail, return receipt requested. Such recommended decision shall be discussed by the parties, and each recommendation of the special magistrate shall be deemed approved by both parties unless specifically rejected by either party by written notice filed with the commission within 20 calendar days after the date the party received the special magistrate's recommended decision. The written notice shall include a statement of the cause for each rejection and shall be served upon the other party.

(4) If either the public employer or the employee organization does not accept, in whole or in part, the recommended decision of the special magistrate:

(a) The chief executive officer of the governmental entity involved shall, within 10 days after rejection of a recommendation of the special magistrate, submit to the legislative body of the governmental entity involved a copy of the findings of fact and recommended decision of the special magistrate, together with

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the chief executive officer's recommendations for settling the disputed impasse issues. The chief executive officer shall also transmit his or her recommendations to the employee organization;

(b) The employee organization shall submit its recommendations for settling the disputed impasse issues to such legislative body and to the chief executive officer;

(c) The legislative body or a duly authorized committee thereof shall forthwith conduct a public hearing at which the parties shall be required to explain their positions with respect to the rejected recommendations of the special magistrate;

(d) Thereafter, the legislative body shall take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve all disputed impasse issues; and

(e) Following the resolution of the disputed impasse issues by the legislative body, the parties shall reduce to writing an agreement which includes those issues agreed to by the parties and those disputed impasse issues resolved by the legislative body's action taken pursuant to paragraph (d). The agreement shall be signed by the chief executive officer and the bargaining agent and shall be submitted to the public employer and to the public employees who are members of the bargaining unit for ratification. If such agreement is not ratified by all parties, pursuant to the provisions of s. 447.309, the legislative body's action taken pursuant to the provisions of paragraph (d) shall take effect as of the date of such legislative body's action for the remainder of the first fiscal year which was the subject of negotiations; however, the legislative body's action shall not take effect with respect to those disputed impasse issues which establish the language of contractual provisions which could have no effect in the absence of a ratified agreement, including, but not limited to, preambles, recognition clauses, and duration clauses.

(5)(a) Within 5 days after the beginning of the impasse period in accordance with s. 216.163(6), each party shall notify the President of the Senate and the Speaker of the House of Representatives as to all unresolved issues. Upon receipt of the notification, the presiding officers shall appoint a joint select committee to review the position of the parties and render a recommended resolution of all issues remaining at impasse. The recommended resolution shall be returned by the joint select committee to the presiding officers not later than 10 days prior to the date upon which the legislative session is scheduled to commence. During the legislative session, the Legislature shall take action in accordance with this section.

(b) Any actions taken by the Legislature shall bind the parties in accordance with paragraph (4)(c).

CREDIT(S)

Amended by Laws 1997, c. 97-103, § 157, eff. July 1, 1997; Laws 2001, c. 2001-43, § 44, eff. May 14, 2001; Laws 2002, c. 2002-387, § 1008, eff. Jan. 7, 2003; Laws 2004, c. 2004-11, § 81, eff. Oct. 1, 2004.

HISTORICAL AND STATUTORY NOTES

Derivation:

Laws 1984, c. 84-228, § 1.
Laws 1980, c. 80-367, § 1.
Laws 1979, c. 79-400, § 192.
Laws 1977, c. 77-343, § 15.
Laws 1974, c. 74-100, § 3.

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City Proposals for remaining items at Impasse – Finance Committee Meeting 11/10/05	
Impasse Item	**City Impasse Position**
1. Election of Remedies	Eliminate Personnel Board and use arbitration only
2. Union Time Bank Union Conventions	1200 hours Union time bank (to include all time except negotiations and Labor-Management meetings Time included as part of Union time bank
3. Seasonal/Temporary Employees	lift the restrictions on hiring employees needed to supplement the workforce (can compromise on some level of time limitation)
4. Random Drug Testing	Random drug testing for all public safety classifications (including Communications Operator, Complaint Operator II, Crime Scene Tech I & II, Dispatcher, Dispatcher Trainee, Lifeguard I, II & Lts., Pool Guards, PET I & II & PSS. Using AFSCME language
5. Lifeguard/Pool Scheduling	Management Flexibility
6. Minimum score for automatic step increase	Change minimum score to 75 instead of 50 for a (3%-4%) step increase
7. Uniforms	a). Eliminate "cotton" b). Add sponsorship language
8. Contracting out	Clarifying language to be applicable to lay-offs only
9. EMT Lifeguard pay	1.5% (in line with IAFF)

Status Quo items
1. Cleaning Allowance
2. Promotions
~~3. Certification Pay~~
4. OSHA/Asbestos Removal
5. Sick/Vacation leave Accrual
~~6. Accreditation Pay~~
7. Overtime – 3.5 times
8. Reporting Pay
9. Tuition Reimbursement
10.

(2) ↑

SM

EXHIBIT D

CWA PROPOSAL

TO SETTLE

ALL REJECTED

SPECIAL MAGISTRATE'S

RECOMMENDATIONS

BY THE CITY MANAGER

Status of issues at impasse

STATUS QUO

CWA and City, as per 10/19/2005 City proposal, agreed on status quo, regarding the following items:

1. Sick and vacation leave accrual
2. Tuition reimbursement
3. Triple time and half pay
4. Reporting pay
5. Contracting out
6. Number of uniforms given to employees

Concessions made by CWA in its last proposal

1. Random Drug Test – Union Language
2. City Sponsorship program (IZOD)
3. Election of Remedies (Personnel Board)
4. "Temporary" employees

Concessions made by City

NONE (0)

Outstanding issues

1. Promotions
2. Union Time bank
3. Performance evaluation
4. 10 hours of lifeguard coverage year-round (4/10)
5. Pool Guard 4/10
6. Certification pay for Code Compliance
7. Asbestos information program
8. Cleaning allowance

DRUG TESTING

SPECIAL MAGISTRATE RECOMMENDATIONS

The Special Magistrate asks the City Commission to adapt the application of random drug testing as endorsed by both the City and the Union for the jobs as outlined above.

CITY PROPOSAL

City language has no last chance agreement.

UNION PROPOSAL

CWA made a concession during the Special Magistrate proceedings and agreed to Random Drug Test for employees who come in contact with drugs, weapons and patients.
CWA proposed using IAFF language and agreed to remove "once a year" language at the City's objection to make it a true random test.

ARTICLE 10
DRUG AND ALCOHOL TESTING

Section 10.01. Non-Random Drug testing. –

a. The City and the Union agree that employees covered by their collective bargaining agreement may be required by the City to undergo urinalysis or blood testing or breathalyzer if there is reasonable belief of drug or alcohol usage or upon the taking of an otherwise required physical examination.

b. The City may require any employee to submit to a blood analysis, urine analysis and/or Breathalyzer when it has a reasonable suspicion as defined in Florida Statutes 440.102 (N) that an employee is under the influence of or using alcohol, drugs or narcotics and/or when an employee has caused, contributed to or been involved in an accident (i.e., automobile or other injury).

c. For purposes of reasonable belief screening criteria under Section, employees shall be deemed alcohol impaired if their blood/alcohol level is measured at .04 or above.

Section 10.02. Random Drug test.

Sub-Section 10.02.01. – Selection - In an effort to identify and eliminate on-duty or off-duty controlled substance/alcohol abuse, the City and the Union have agreed that employees in the bargaining unit working in classifications that handle weapons, drugs or patients shall be administered as provided herein. Employees shall be advised of their contractual rights relative to this Article any time a urinalysis/breathalyzer alcohol test is required. Employees refusing to submit to a urinalysis/breathalyzer test under the provisions set forth herein shall be dismissed.

a) **Random Screening**: Effective October 1, 2004, all employees shall be required to submit to urinalysis ~~once per calendar year.~~ Employees shall be selected using a

random selection process agreed to by the Union and the City, and shall be tested during their normal workday.

b) **Reasonable Belief Screening:** Employees may be tested under the following criteria:

1) When a Head of Division or above has reasonable belief based on objective factors that the employee has possession of, or is using, dispensing, or selling any illegal drug or controlled substance which is not prescribed by a licensed physician.

2) When a Head of Division or above has reasonable belief based on objective factors that the employee is under the influence of alcohol on duty, or on an off-duty detail, or traveling to or from same in a City vehicle, or while in a status where injury would be covered by Workers' Compensation and/or I.S.C.

Sub-Section 10.02.02. - Screening.

a) Employees shall take a breathalyzer test in the case of suspected alcohol abuse, and/or give a urine sample for suspected substances abuse, as determined by the City, at either a hospital or an accredited testing lab, as chosen by the City. The hospital or accredited testing lab shall include sufficient safeguards to ensure that a proper chain of custody is enforced. When a sample is required to be submitted under any of the above circumstances, a portion of the first sample shall be retained, and the employee may choose to submit a second, separate sample as described in b) below. All positive tests for controlled substance(s) shall be confirmed by Gas Chromatography Mass Spectrometry (GCMS) or equivalent testing method. Testing shall be performed by an accredited, State licensed clinical lab.

b) Except in the case of alcohol testing, if the employee chooses to submit a second, separate sample it shall be collected at either a hospital or accredited, State licensed clinical lab, chosen by the City, within four (4) hours of the time the initial sample is submitted. If the employee declines to submit a second, separate sample or is unable to submit a second, separate sample within the four (4) hour time period, the retained portion of the initial test shall be used for any additional confirming tests. Any additional confirmation testing shall only be conducted following a positive result from the initial test, and shall be performed at a second, separate State licensed clinical lab of the City's choice. All additional confirmation testing shall be by GCMS or equivalent testing method.

c) For purposes of reasonable belief screening criteria under Section 10.02.01 (b)(2), employees shall be deemed alcohol impaired if their blood/alcohol level is measured at .04 or above.

UNIFORMS AND SPONSORSHIP

SPECIAL MAGISTRATE RECOMMENDED

The current practice for cleaning of uniforms should prevail. At the same time, if the City is being paid by IZOD to have its employees wear uniforms with the logo, the employees should share in 50-percent of this compensation. That money could be given to the Union's general fund.

The Special Magistrate asks the City Commission to reject the Union's petition for dress uniforms for lifeguards.

CITY PROPOSAL

City proposed to provide for a greater selection of uniforms in a cost effective manner by elimination the word "cotton" language and adopting the City's sponsorship language.

UNION PROPOSAL

CWA agrees with City's sponsorship language and in return ask to allow the final part of the integration process of the Ocean Rescue Division in the Fire Department by issuing Lifeguards a formal uniform of the Fire Department to be worn for Departmental meetings, City Administration meetings and official presentations by the City Commission.

CWA PROPOSED LANGUAGE

Section 08.11. - Uniform Provision. - Persons employed in all divisions, including the Public Safety Communications Unit (PSCU), who are compelled to wear City-issued uniforms shall be provided with six (6) uniforms.

a) Full-time Pool guards shall be provided with the following work uniforms:

1. one (1) cotton sweat suit per year,
2. Six (6) long sleeved/short sleeved cotton shirts or any combination thereof shall be offered, to ~~Lifeguard I, II, Lieutenant~~, Pool Guard I, II, to further protect them from the dangerous ultra-violet rays.
3. and a winter jacket every five (5) years.

b) Fire Department / Ocean Rescue Division

Lifeguard I, II, Lieutenant shall be provided with the following uniforms:

1. one (1) cotton sweat suit per year,
2. Six (6) long sleeved/short sleeved cotton shirts or any combination thereof shall be offered, to Lifeguard I, II, Lieutenant ~~, Pool Guard I, II,~~ to further protect them from the dangerous ultra-violet rays.
3. ~~and~~ a winter jacket every five (5) years.
4. one (1) pair of dress pants, similar to those provided to fire-fighters, two (2) Lifeguard Lieutenant..
   ($20 X 58) = $1,160.00 ($20 X 7) = $140 ***$1,300***
5. two (2) Class A shirts, similar to those provided to fire-fighters, four (4) for lifeguard Lieutenant.
   ($15 X 58) = $870 x 2 = $1,740 - ($15 X 7) = $105 X 4 = $420 ***$2,160***
6. one Fire Department badge, for length of career, with lost, damaged or stolen, the badge shall be replaced at employees' expenses.
   ($25 X 65) = $ 1,625 ***$1,625***

TOTAL COST, PER YEAR ***$7,035***

c) Uniforms will be issued on the following schedule:
a)All uniforms will be delivered to the employees in the month of January of each year.

d) Union agrees to participate in the City's Sponsorship program.

PERSONNEL BOARD/ ELECTION OF REMEDIES

SPECIAL MAGISTRATE RECOMMENDED

The Special Magistrate urges the City Commission to maintain the status quo in this issue.

City's position/proposal

Allow employees to appeal those disciplinary actions currently heard by the Personnel Board solely through an independent professional arbitrator experienced in labor issues and mutually selected by both parties, via the existing grievance arbitration proceeding in the labor contract.

Union's position/proposal

CWA agrees to make a concession and endorse the City's proposal to limit appeals for disciplinary actions to the arbitration process contained in the CBA.

TEMPORARY EMPLOYEES

SPECIAL MAGISTRATE RECOMMENDATIONS

The Special Magistrate asks the City Commission to maintain its practice of hiring up to 30 temporary employees as the need arises. At the same time, it should adopt a policy whereby a temporary employee could work up to 40 hours per week over a given time—let's say a maximum of six months within a period of one year. The City, then, would have to decide whether or not to hire this person as a full-time employee.

In this way, a temporary employee would be just that—temporary. It could also serve as a probationary period in order to see if the employee could serve the City as a full-time worker.

CITY PROPOSAL

City's proposes to remove all restrictions so that it can hire as many temporary employees for as long as it wants to perform bargaining unit work.

Union perceives this proposal as a way to totally circumvent the collective bargaining process of the State of Florida. It's a union busting tactic, pure and simple.

UNION PROPOSAL

CWA proposal gave the City some concessions sought in the past and made suggestions to help employees who will be impacted that those concessions to make it a fairer work place.

- Retain current language, increase number from a hard 30 to a soft 10% of bargaining unit which would increase it to 43 and possibly higher with growth of bargaining unit.
- Remove restrictions that temporary employees can only work less than one year at a time.

- City will save money so that it does not have to reprocess all these employees every year.
- Temporary employees should receive 1 pts for every month of satisfactory service to be added on top of their final score for full-time positions examination and shall be able to buy-back all continuous time prior to being hired as full-time employees.

CWA LANGUAGE PROPOSAL

Section 09. 06 - Temporary Employees

The City shall have the unrestricted right to hire up to a total of 10% of bargaining unit as ~~thirty (30)~~ "temporary" employees. ~~in any bargaining unit.~~
Temporary employees shall ~~provided they are~~ not be hired at the detriment of the bargaining unit employees. Temporary employees being utilized to fill in on short-term vacancies shall not be considered as a detriment to the bargaining unit's employees.
Such Temporary employees shall be paid rates set in the sole discretion of management. ~~and a "temporary" employee's employment service may not exceed one (1) continuous year at any one time.~~ Temporary employees may not work in a classification wherein a permanent Civil Service employee is laid off.
The City shall send the Union a separate report of "temporary" hires that shall be included with the data transfer that the City send electronically to the Union on a bi-weekly basis as per Article 3.
Temporary employees shall not be covered by Civil Service or Personnel Board Rules, and they shall serve at the will of their employer without right of appeal or access to the grievance procedure contained herein, and they shall not receive any fringe benefits or pension benefits but in the event that a "temporary employee" is hired as a regular employee, he/she shall be allowed to purchase creditable service time for time worked as a "temporary employee" prior to being hired as regular employee and shall be allowed to purchase that time at the same rate as probationary time. Terminated "temporary" employees may be re-hired if their separation is under honorable circumstances. Regarding the implementation of the thirty (30) Temporary positions, it is understood that those positions were not limited to, but could be used to develop a cadre of employees who, on short notice, could serve as backup for regular employees or for such things as vacancies caused by absences due to maternity, military leave, sick leave, off-duty injury, on-duty injury, and work overload. The examples cited herein are not meant to be all inclusive.
The City may hire, subject to the provisions of Section 09.06, to serve as temporary employees, former employees of the city who retired in "good standing." Such employment shall be on a part-time (i.e., less than 40hours per week) basis only, and shall be subject in all respects to the conditions of this Section 09.06. It is further recognized that employees who retire "in good standing" who may be interested in working on a temporary, part-time basis, and should temporary work become available, the retired employees will have the opportunity to make application for one of the temporary positions. Such part-time positions shall not be covered by Civil Service rules or regulations, will have no fringe or pension benefits., and the salary shall be at a rate determined by the City. Further, the temporary employees shall not have a choice of picking schedules, but will be assigned by the City's management on an as needed, when needed, basis.

PROMOTIONS

SPECIAL MAGISTRATE RECOMMENDATIONS

In light of the above, the Special Magistrate urges the City Commission to frame a compromise policy. He asks the Commission to reject the Union's proposal of selecting candidates based solely on exam scores. But, in order to maintain the proper spirit of promotions and to give value to test scores, he asks that the City Commission establish a policy that only the candidates who score in the top three of promotional exams be considered for oral interviews for a vacant position. Such a policy would give proper weight to the qualifying exams, yet allow management the opportunity to consider the so-called intangibles often necessary for success in the new position.

City's proposal

CITY proposes status quo

CWA's proposal

CWA proposes to improve the morale of its employees by restoring merit in the Merit System for promotions.

Favoritism for promotions has been rampant and has hurt the City of Miami Beach employees' morale. The current mechanism for promotion, although loved by supervisors is just a disguise.

CWA PROPOSED LANGUAGE

Section 09.17 - Promotions. - ~~Within 120 days of the date the Agreement is ratified by the City, the Labor-Management Committee will meet to discuss selection procedures relative to promotions of bargaining unit employees to other bargaining unit positions~~. For promotions of positions within our bargaining unit, the parties agree as follows:

(1) The Human Resources Department shall advertise and post the job announcement for at least 2 weeks, at the Human Resources office and in all City's Departments/Division offices.

(2) Eligible applicants for promotional examination shall be given a written test and/or an oral /performance test which shall count for 100% of the test score. Seniority points shall be added, 0.2 for each year up to 25 years of service, to the written test an/or oral test score. The overall score shall be determined by adding the test score and the seniority points.

(3) The written test or oral test shall be developed under the direction of Human Resources Director. A reading list of three (3) sources, or less, for examination materials from which the questions shall be drawn will be set by Human Resources Director after consultation with the Department Director and approved by the Union. Any reading lists will be agreed and posted at least (30) days prior to the administration of such test. A copy of the list of final scores will be given to each applicant, upon completion of the grading. All Challenges of questions on the written test must be made in writing to the Human Resource Director within 5 working days of the date of receipt of the final score (s) by an applicant and he/she shall conclusively decide the challenge. It is understood that all tests questions and answers shall use an objective, measurable criteria that can be verified within the assigned reading material.

(4) For the oral tests, questions shall be job related and evaluators shall use common criteria to assess the quality of candidates' answers and to determine scores. Final scores on oral examinations shall be the average of all scores made by evaluators.

(5) After all the test scores and the seniority points are added, a list of final scores shall be given to the appointing officer and shall constitute the Promotional/Eligibility list which shall be posted. The appointing officer shall interview the top three candidates with the most points and shall promote within the top three candidates. If an employee with a higher score is passed over and the promotion is given to an applicant with a lower overall score, the appointing officer shall give a written objective explanation to the applicant who was passed over. Appointments shall be made within thirty (30) days after the receipt of the Promotional/Eligibility list.

(6) The Promotional/Eligibility lists shall be valid for two (2) years after the appointment of the first candidate.

UNION TIME BANK

SPECIAL MAGISTRATE RECOMMENDATIONS:

The Special Magistrate feels that the current policy of the Collective Bargaining Agreement should stand.

CITY PROPOSAL

City is offering CWA a 1200 hour time bank with no rollover and loss of time if not used to investigate or process grievances by members of the Grievance Committee. Union perceives this proposal as another union busting tactic and to deny our members proper union representation.

CWA has **65** classifications, **450** employees, reporting to work in **23** different City buildings.
FOP has **5** classifications, **360** employees reporting to work at 2 City buildings. City offered:
Detached Duty for President – 2080 hours –
UTB – 1500 with rollover for time not used to investigate and process grievances on duty.
IAFF has **4** classifications, **180** employees, reporting to work at **4 City buildings.** .
City offered:
UTB - 1500 with rollover for time not used to investigate and process grievances on duty.

UNION PROPOSAL

CWA's proposes:

- Or status quo as recommended by Special Magistrate.
- Same language given to FOP and IAFF with the exception that the number of hours be proportionally adjusted to 3000 hours a year, to reflect the size and complexity of our bargaining unit.

CWA REPORTING SITES & WORK SITES

Work sites

01. City Hall	1700 Convention Center
02. Police Headquarters	1100 Washington Ave.
03. Old City Hall	1130 Washington Ave.
04. Fire Station #2	2300 Pine Tree
05. Ocean Rescue Div. HQ	1001 Ocean Drive
06. Pilot house	1 South Pointe Park
07. 46th Street Sub-HQ	4601 Collins
08. 72nd Street Sub-HQ	7201 Collins
09. CIP	777 17th Street
10. Scott Raycow Recreation Center	2700 Sheridan Street
11. Flamingo Pool	999 11th Street
12. Normandy Pool	7030 Trouville Esplanade
13. Parks & Recreation HQ	2100 Washington Ave.
14. Parks Maintenance	2100 Meridian Ave.
15. Property Maintenance	1245 Michigan Ave.
16. Parking Maintenance (Painters)	1833 West Ave.
17. 17th Street Garage (Meter Technician)	17th Street & Convention
18. 42nd Street Garage (Park. Enforcers)	42nd Street &
19. Terminal Isle	140 MacArthur Causeway
20. Bass Museum	2121 Park Ave.
21. Public Works Operations	451 Dade Blvd.
22. North Beach Sub-HQ	6800 Indian Creek Drive
23. Code Building	505 17th Street

Reporting sites

01. PSCU
02. Records
03. Property
04. Crime Scene
05. Patrol
05. Detective Bureau
06. Services
07. Chief's Office
08. Strategic Investigation
09. Internal Affairs
10. I.T.
11. North Beach Substation
12.Parks & Recreation Department
13. Parks Maintenance
14. Flamingo Pool
15. Scott Raycow Pool
16. Normandy Pool
17. North Shore Community Center
18. Bass Museum
19. Clerk's office
20. Finance Department
21. Central Services
22. Purchasing
23. Answering Center
24. Cashier
25. Building Department
26. Neighborhood Services
27. Economic Development
28. Fire Rescue Station #2
29. Ocean Rescue Division HQ
30. South Pointe Park
31. 46th Street SubHQ
32. 72nd Street SubHQ
33. Code Compliance Office
34. Capital Improvement projects
35. Mechanical Maintenance
36. Public Works Operations
37. Parking Operation (Old City Hall)
38. Parking Meter Technician (17th Street Garage)
39. Parking Enforcement (42nd Street Garage)
40. Parking Maintenance (18th West Ave.)
41. Sanitation

CWA PPOPOSED LANGUAGE

SECTION 8.22. – Union ~~Conventions~~ Time Bank

The CWA and its designees or other members of the Executive Board, as determined by the President, shall have the right to conduct union business (under the conditions described in this Section) through the use of a time bank.

The fiscal year shall be from October 1, to September 30 and the Time Bank shall be 3000 hours per fiscal year. Unused time bank hours from one contract year shall rollover to the next contract year, not to exceed a total of 6000 hours per contract. No more than four (4) employees per shift may be granted union time bank leave at any one time. The President of the CWA shall provide a minimum of twenty-four (24) hours notice to his supervisor for any leave to be granted. Time for attendance at negotiations for a successor agreement is addressed in Article 2.6. – Employee Bargaining Team of this Agreement. In addition, administrative time which has been provided in the past (As determined by the President's Department Director) to the President, other members of the Executive Board or other CWA members, shall be provided for attendance at two mutually agreed upon conferences each year of this agreement and such events shall not be included in the 3000 hour Time Bank. All other union convention time other than these two conferences, shall be part of the Union Time Bank.

The management of the City of Miami Beach / Fire Department or the City Administration reserves the right to rescind the provisions of this Article in the event that is found to be illegal. Canceling the Article shall not preclude further discussions of the President's release for Union business.

PAY-PER-PERFORMANCE

SPECIAL MAGISTRATE RECOMMENDATIONS

The Special Magistrate encourages the City Commission to maintain the status quo in this instance.

City's proposal

Currently, if an employee receives below 50 overall or in any category, that employee has a right to appeal his evaluation to the Personnel Board. The threshold for receiving a step raise is also 50.

City wants to increase the threshold to 75 on performance evaluation to receive a step increase but without adjusting the threshold for redress, leaving employees at the mercy of their supervisor without a mechanism to address abuses. If a Supervisor wanted to deny an employee a step increase, all he would have to do is score the employee between a 74 and 51 and that employee would not be entitled to a hearing to review the decision of the supervisor.

This system invites the possibility of extortion by supervisors, at different levels. Carried to the extreme, a Miami Beach supervisor was accused of demanding payments from his employees in return for favorable performance evaluation where the employee was to receive a pay increase. That supervisor was later terminated.

CWA's proposal

The union recommends no changes/status quo.

- All employees under Step Plans which included, CWA, IAFF and FOP have to reach 50 on their performance evaluation to be entitled to receive a step increase and the threshold for redress is less than 50.

LIFEGUARD SCHEDULING

SPECIAL MAGISTRATE RECOMMENDATIONS

In terms of lifeguards, the Special Magistrate truly wrestled with this issue. Based on the challenged accuracy of previous figures presented at the Hearing by the Union's economic consultant, the Special Magistrate hesitated to accept at face value the Union's projected costs to substitute its plan for the current practice. At the same time, he is keenly aware that we cannot place a price tag on the value of a human life.

City's proposal

City Administration proposed status quo.

CWA's proposal

CWA proposed 4/10 year-round for lifeguards at a cost of $32,640.00 to protect our citizens and visitors 10 hours a day, year-round.

- The two major beaches to the north and south of Miami Beach have recently instituted a 4/10 for their Fire Department Lifeguards. (See document below)
- Ocean Rescue lifeguards performs a public safety function for the City of Miami Beach with averaging over 500 rescues a year.
- The importance of these rescues are highlighted by the fact that between 1995 and 2005, 90 individuals drowned at our beaches with the main reason attributed to rip currents at unguarded beaches.
- In the past 2 years, two individual drowned during the 5/8 period who might have otherwise been saved, had ORD been on a 4/10 year-round.
- ORD's budget is funded at 100% by the Resort Tax money collected from our visitors, not the taxpayers.

Cost Analysis

4/10 from February to end of October requires:

7 lieutenants,
16 Lifeguard II,
41 Lifeguard I,
480 hours of "Temporary Employees a week".

5/8 from November to end of January requires:

7 lieutenants,
16 Lifeguard II,
41 Lifeguard I,
320 hours of "Temporary Employees a week".

The difference between 4/10 year-round and 4/10 for 9 months is 160 hours of "Temporary Employees" a week, for 12 weeks is 1920 hours, using a salary of $17 an hour for "temporary" lifeguard, the extra cost of providing extra two hours of lifeguard coverage for those three months is $32,640.00

November 2, 2005

To: Joe Mc Manus - Lifeguard 2
Miami Beach Beach Patrol
USLA SER - Miami Beach Chapter - President

Per your request:

This letter is to inform you that Miami Dade County Fire Department - Ocean Rescue Bureau Lifeguard personnel (encompassing both Crandon and Haulover Park beaches) have remained on a four day per week - ten hour per day work shift for it's full time, part time (year round) and Supervisor staff members. These employees will continue on the four day work schedule on a year round basis.

MDFD Ocean Rescue will continue to provide professional aquatic, medical and life safety services to the general public while increasing hours of coverage for its beachgoers as well as increasing formalized training for its lifeguard staff members making our emergency service personnel more qualified primary responders. We feel this is a "win / win" situation for members of the general public the Ocean Rescue Bureau and the Department's employees as well.

If you have any questions regarding this matter, please do not hesitate to call me at (786) 336- 6980 or e-mail me at the above address.

Thank you,

Bob Maler
Miami-Dade Fire Rescue Department
Ocean Rescue Bureau - A/OIC
Phone: (786) 336-6980 or 6990
Cell: (305) 801-4302
Pager: (305) 366 -3871
Fax: (305) 361-2430
E-mail: bmaler@miamidade.gov

" Lifeguards for Life "

2003 Florida Ocean Rescue Staffing Survey

Ocean Rescue Agency	Attendance	Total Beach	Guarded Beach	First Aids	Ocean Rescues	Rescues Prevented	Missing Persons	Number of Towers
2004 Fort Lauderdale Ocean Rescue	6,376,015	3.5 miles	2.6 miles	3,430	144	19,963	138	15
2003 Fort Lauderdale Ocean Rescue	4,779,414	3.5 miles	2.6 miles	1,450	49	15,712	135	15
Hollywood Marine Safety	2,106,450	4.5 miles	4.5 miles	16,425	105	74,525	120	29
Miami Beach Ocean Rescue	10,232,878	7.1 miles	3.8 miles	21,135	757	50,183	210	26
Deerfield Beach Patrol	1,302,200	.9 miles	.9 miles	89	36	6,707	10	9
Delray Ocean Rescue	1,021,000	3 mlies	.9 miles	650	41	11,450	9	8
Miami-Dade County Beach Patrol	1,575,075	2.3 miles	2.3 miles	9,621	118	50,183	25	30
Palm Beach County Ocean Rescue	2,801,027	4.5 miles	2 miles	12,998	109	52,461	27	18
Boca Raton Ocean Rescue	701,928	2.5 miles	1.5 miles	1,276	24	5,656	15	20
Pompano Beach Patrol	741,370	3.75 miles	.58 miles	1,398	81	14,295	19	8
Town of Palm Beach	248,351	.7 miles	.4 miles	118	14	3,270	2	6
Boynton Beach Ocean Rescue	225,236	.25 miles	.25 miles	282	7	2,976	5	3

CWA LANGUAGE PROPOSAL

Section 07.02 Normal Workday. - The normal workday shall consist of eight (8) or ten (10) consecutive hours of work, exclusive of the lunch period, in a twenty-four (24) hour period.

a) Ocean Rescue Division/Fire Department

The City of Miami Beach recognizes that employees in Ocean Rescue Division /Fire Department ~~Beach Patrol~~ perform a vital public safety service to its citizen and visitors alike and therefore will work a four day, ten-hours per day (4-10) workweek. ~~except effective with the commencement of Eastern Standard Time after October 2001, when the Beach Patrol shall change from the four-day, ten-hours per day (4-10) workweek to a five-day, eight-hours per day (5-8) workweek. Effective February 1st, of each year through Daylight Savings Time, the Beach Patrol will change to a four-day, ten-hours per day (4-10) workweek.~~

The City may, on an as needed basis, supplement the Lifeguard workforce with such "temporary employees" as outlined in Section 9.6.

POOL GUARD SCHEDULING

:

SPECIAL MAGISTRATE RECOMMENDATIONS

Regarding the pool guards, the Special Magistrate was impressed with the detailed presentation of the Union. In spite of the City's testimony to the contrary, he is convinced that the Union's plan could save money without sacrificing the safety of the swimmers.

City's proposal

City proposes status quo.

CWA's proposal

CWA proposes the 4/10 for Pool Guards which adds no cost to the City and possibly could save in unnecessary overtime.

CWA LANGUAGE PROPOSAL

Section 07.02 Normal Workday. - The normal workday shall consist of eight (8) or ten (10) consecutive hours of work, exclusive of the lunch period, in a twenty-four (24) hour period.

a) Ocean Rescue Division/Fire Department

The City of Miami Beach recognizes that employees in Ocean Rescue Division /Fire Department ~~Beach Patrol~~ perform a vital public safety service to its citizen and visitors alike and therefore will work a four day, ten-hours per day (4-10) workweek. ~~except effective with the commencement of Eastern Standard Time after October 2001, when the Beach Patrol shall change from the four-day, ten-hours per day (4-10) workweek to a five-day, eight-hours per day (5-8) workweek. Effective February 1st, of each year through Daylight Savings Time, the Beach Patrol will change to a four-day, ten-hours per day (4-10) workweek.~~

The City may, on an as needed basis, supplement the Lifeguard workforce with such "temporary employees" as outlined in Section 9.6.

b) Pool Guards – Pool Guards will work a four day, ten-hours per day (4-10) workweek.

CERTIFICATION PAY

SPECIAL MAGISTRATE RECOMMENDATION

For the reasons just cited, the Special Magistrate urges the City Commission to adopt the Union's proposal for certification pay and the City's stance on accreditation pay.

CITY'S PROPOSAL

City proposed status quo.

CWA'S PROPOSAL

CWA proposes the Special Magistrate recommendations of $25 per pay period which will amount to an annual cost of $27,000.

OSHA/ASBESTOS

SPECIAL MAGISTRATE RECOMMENDATIONS

That being said, so that Union members might feel more comfortable prior to taking on the duties of construction and/or repair on a building, the City should adopt a practice of inspecting each building prior to any work being assigned and, through a written note to the employees, assure any worker that the building has been inspected and that it is free of asbestos or, if there is asbestos present, to inform employees where it is located.

City proposes status quo.

CWA proposes the Special Magistrate recommendations

CLEANING ALLOWANCES

SPECIAL MAGISTRATE RECOMMENDED

STATUS QUO

CITY'S PROPOSAL

City proposal through out this negotiation has been to have a re-opener to have a cleaning service.
On Monday, November 7, 2005, Evaluation Committee met to evaluate the cost of a cleaning service in lieu of a cleaning allowance.
The average cost for a cleaning service for a CWA employee was $140.00 a month. Wash shirt & fold: $3.00 – Wash pant & fold: $4.00 =$7.00 a day
$7.00 X 5 (Days) = $35 x 4 (weeks) = $ 140.00 a month

UNION PROPOSAL

CWA proposes to increase cleaning allowances from $40.00 to $50.00 a month and to expand it to all employees required to wear a City uniforms.

The type of uniform worn by City employees across three bargaining units plays no role in the amount of money allocated for cleaning uniforms. Employees wearing uniforms that are either washed or dry cleaned receive the same amount of cleaning allowances for maintaining City property. The exception being non-uniform police $ 75.00.

CWA PROPOSED LANGUAGE

Section 08.10 Cleaning Allowance. - If required to wear a City uniform, employees ~~persons employed in the following public contact positions~~ shall receive a uniform cleaning allowance of fifty ($50.00) ~~forty ($40)~~ dollars monthly.

~~Air Conditioning Mechanic~~
~~Building Inspector~~
~~Carpenter I~~
~~Carpenter II~~
~~Code Compliance Administrator~~
~~Code Compliance Officer I and II~~
~~Crime Scene Technician I~~
~~Crime Scene Technician II~~
~~Electrical Inspector~~
~~Electrician~~
~~Elevator Inspector~~
~~Engineering Inspector~~
~~Mason~~
~~Masonry Helper~~
~~Mechanical Inspector~~
~~Painter~~
~~Parking Enforcement Specialist I and II~~
~~Plumber~~
~~Plumbing Inspector~~
~~Police Fleet Specialist~~
~~Police Records Technician~~
~~Property Evidence Technician I~~
~~Property Evidence Technician II~~
~~Police Photographer~~
~~Public Safety Specialist~~

2003 Florida Ocean Rescue Staffing Survey

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EXHIBIT E

ATTENDANCE SHEET
MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

DATE: November 10, 2005- TIME: - 2:30 PM

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE – THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
ERIC YUHR	Fire - 7120
JAMES MAZOR	CODE COMPLIANCE EXT 6182
RICHARD McKINNON	CWA 3178
HOWARD SUSSKIND	ATTORNEY CWA 3178
[illegible]	[illegible]
JOHN HEFFERNAN	MAYOR & COMMISSION 7035
Margarita Alcor	Mayor + Commis. 6437
Richard Steinberg	CMBC
ROBERT REBOSO	CMB x6443
JULIO MAGLISSO	PARKS & REC - #6960
Floyd Jordan	Fire - 7120
VINCENT ANDREANO	FIRE/OCEAN RESCUE
BRAD JUDA	PROPERTY MANAGEMENT
Steven Bacher	Bacher Bros
Abi Watts-FitzGerald	Hunton & Williams LLP
MANNY MARQUEZ	CMB - FINANCE
TRISH WALKER	" "

ATTENDANCE SHEET
MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

DATE: November 10, 2005- TIME: - 2:30 PM

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE – THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
Saul Gross	CMB 305-673-7104
Jose CRUZ	CMB X 6224
Peter Nyamora	CMB X 6724
Ed DelFavero	Fire 7120
Matthi Bauer	CMBC
Raul Aguilar	CMB Attny's Office X7470
JORGE GONZALEZ	CMB - CMO
LUIS GARCIA	CMBC
TIM HEMSTREET	CMB - CMO
LINDA GONZALEZ	" - Labor Relations
MICHAEL REYES	" - " "
GABRIELLE REDFERN	CITIZEN
JOSEPH FISHER	CWA
JAMES CROSLAND	AKERMAN SENTERFITT
RAMIRO INGUANZO	CMB - CMO

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **REPORT OF THE JOINT LAND USE AND DEVELOPMENT, AND NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEES MEETING OF NOVEMBER 14, 2005; AND, REPORT OF THE LAND USE AND DEVELOPMENT COMMITTEE MEETING OF NOVEMBER 14, 2005.**

A meeting of the Joint Land Use and Development, and Neighborhoods/Community Affairs Committees was held on Monday, November 14, 2005 at 4:00 p.m. in the City Manager's Large Conference Room. The following were in attendance: Commissioners Matilde Bower, Luis R. Garcia, Jr., Saul Gross and Richard Steinberg. Members of the City administration and the public were also in attendance, see sign in sheet attached. The meeting was called to order at 4:10 p.m.

NEW BUSINESS

1. **DISCUSSION ON THE CREATION OF A TASK FORCE COMMITTEE TO DISCUSS AND RECOMMEND CONDOMINIUM REFORM ITEMS.** Referred at the September 8, 2005 City Commission Meeting.

Motion: Direct the Administration to forward to the whole Commission a discussion of items for consideration, including the creation of an Ad Hoc committee consisting of two appointees per Commission member. The 14 member committee's purpose will be to discuss and make recommendations on the major issues, as identified by the administration, and said committee shall sunset six months after it first convenes. Commissioners Garcia and Bower proffered to act as liaisons to the committee. (Steinberg / Bower; vote: 4-0).

THIS MEETING WAS IMMEDIATELY FOLLOWED BY THE REGULAR MONTHLY LAND USE AND DEVELOPMENT COMMITTEE MEETING, THE AGENDA AND REPORT FOLLOW:

A meeting of the Land Use and Development Committee was held on Monday, November 14, 2005 at 5:00 p.m. in the City Manager's Large Conference Room. The following were in attendance: Commissioners Matilde Bower, Luis R. Garcia, Jr., Saul Gross and Richard Steinberg. Members of the City administration and the public were also in attendance, see sign in sheet attached.

Agenda Item C6E
Date 12-7-05

OLD BUSINESS

A. DISCUSSION REGARDING JACKSONVILLE BARRIER REMOVAL ORDINANCE. Referred at the October 13, 2004 City Commission Meeting. Discussed at the January 11, 2005 and April 11, 2005 Land Use and Development Committee Meeting.

ACTION: The administration will report back at the next meeting of the LUDC on the voluntary compliance program administered by the Public Works Department.

B. DISCUSSION REGARDING THE ZONING OF RELIGIOUS INSTITUTIONS IN THE SINGLE FAMILY DISTRICTS. Referred at the July 28, 2004 City Commission Meeting. Discussed at the September 13, 2004, January 10, 2005 and May 9, 2005 and September 12, 2005 Land Use and Development Committee Meetings.

Motion: Recommend to the full Commission that the proposed ordinance not be reviewed any further. (Gross/Bower; vote 4-0)

C. DISCUSSION AMENDING PARKING REQUIREMENTS.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, ARTICLE VIII, "PROCEDURE FOR VARIANCES AND ADMINISTRATIVE APPEALS," BY CLARIFYING THE LANGUAGE OF PROHIBITED VARIANCE APPLICATIONS; CHAPTER 130, "OFF-STREET PARKING," ARTICLE II, "DISTRICTS; REQUIREMENTS," BY INCREASING THE OFF-STREET PARKING REQUIREMENT FOR RESIDENTIAL USES IN ALL DISTRICTS, AND CLARIFYING HOW PARKING REQUIREMENTS MAY BE SATISFIED; AMENDING CHAPTER 142-1105 "SUITES HOTEL," BY AMENDING REQUIRED PARKING FOR SUITES HOTEL UNITS. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

ACTION: The LUDC reviewed the proposed ordinance and requested the following changes be incorporated into the ordinance and brought back to the full Commission for first reading:

- Extend the exceptions of the applicability of the proposed ordinance to those projects that are included in the South Pointe DRI Development Agreement.
- Revise the threshold for guest parking.
- Create a formula for required spaces according to unit size.
- Address the issue of extension of time for projects approved prior to the effective date of the ordinance.

JMG/TH/JGG

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JOINT LAND USE AND DEVELOPMENT, NEIGHBORHOODS AND COMMUNITY AFFAIRS COMMITTEES MEETING
November 14, 2005 at 4:00 p.m.
City Manager's Large Conference Room

Attendance Sheet

NAME	E-MAIL ADDRESS	CONTACT NUMBERS	FAX NUMBER
1. Delia Ferrari Enfield	@	305 861-0988	
2. Hildemar Felipe	Felipeh @ Bellsouth.net.	305 861-4438	Same.
3. Estelle Richt	Elich 56753 @ AOL	305-534-5599	
4. Arlene Harris	AHMiamiBeach @ AOL	305-531-1815	
5. Florence Rubin	ARFLO 90 @ Hot @ MAIL.com	305-538-7180	
6. Arnold Rubin	" @ "	"	
7. Andrea Gauntlett	andrea.gauntlett @ plan4demand.com	305-534-9771	
8. Lara Vaghefi	Lnezami@aol.com @	305.535.2980	
9. Jubeen Vaghefi	Jvaghefi@yahoo.com @	305.535.2980 or	305.458.5296
10. Jose Leon	JRL67@yAHoo.com @	(305) 604-4440	
11. Bunny Patchen	@	305 538-1420	305 538-1186
12. Allan Dresner	drez @ mac.com	305 776 4515	305 513 5889
13. Ilissa + Kevin Whitehead	kwhitehead @ the-beach.net		
14 Perry Adair Esq	Padair @ becker-poliakoff.com	305 260 1016	
15.	@		
16.	@		
17.	@		
18.	@		
19.	@		
20.	@		

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LAND USE AND DEVELOPMENT COMMITTEE MEETING
November 14, 2005 at 4:00 p.m.
City Manager's Large Conference Room

Attendance Sheet

NAME	E-MAIL ADDRESS	CONTACT NUMBERS	FAX NUMBER
1. Jimmy McMillan	Staff Nwshearhead @ earthlink	X6805	
2. FRANK OTERO	FOTERO @ PACOGROUP.COM	305/216-8692	305/868-7494
3. Stephanie Turchin	Stephanieturchin1 @ Yahoo.Com.	3056734212 3053892222	
4. FRANK DEL VECCHIO	FRANKDELVECCHIO @ ATT.NET	305-672-2486	
5. Arnold RUBIN	ARFLO 90 @ Hot MAIL.com	305-538-7180	
6. Florence RUBIN	" @	"	
7. JONATHAN CHOPP	@	305 371 2212	
8. Kevin W. Tegard	KWW @ DBWLAW.com	305-444-8226	
9. Ilissa Whitehead	iwhitehead @ zilbert.com		
10. Allan Drezner	drez @ mac.com	305 776 4515	
11. LEWIS GORDON	LEW.GORDON @ TAG2.Com	305 531-7111	305 531-2215
12. PAUL KRESS	KRESSCOURT PAUL @ BELLSOUTH.NET	305-531-7111	305-866-7933
13. STEVEN B. CHANELES	CHANELES @ BELLSOUTH.NET	305-531-7842	
14. JOSE R. LEON	SRLO69 @ YAHOO.COM	(305) 604-0440	
15. Joseph McDermott	mcdermott001 @ msn.com	(954) 701-8725	
16. Bunny Patchen	SKygod537 @ YAHOO.com	305 538-1420	
17. DEENA ZARON	dzaron@bellsouth.net @	305532-5334	
18. Arlene J. Harris	AHMiamiBeach @ aol	305-531-1815	
19. David Moret	dmoret @ crecicom	305 779 3161	305 8586239
20. Tracy Moret	tgm @ the-beach.net	305 970-2629	305 8586239

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LAND USE AND DEVELOPMENT COMMITTEE MEETING
November 14, 2005 at 4:00 p.m.
City Manager's Large Conference Room

Attendance Sheet

NAME	E-MAIL ADDRESS	CONTACT NUMBERS	FAX NUMBER
1. Jennifer Zamboli	frangipanmiami @ aol.com	305-582-6396	573-4636
2. Stephen G. Peck	@	305-801-4427	
3. John Heffernan	" @ miamibeachfl.gov	6457	
4. Vince Crudele	VCRUDELE@AOL.com @ 4607 N. MERIDIAN	305 534 6628	
5. Angel Troppa	Troppa @ Bellsouth.net	305-672-2177	
6. Ana M. Vidal	ANAMVCPA @ aol.COM	305-674-8999	305-674-1144
7. Scott Kaplan	skaplan @ atlanticbb.net	~~305~~-786-276-2460	786-276-2560
8. Jennifer Kaplan	jkaplan8 @ atlanticbb.net	305-532-0083	305-532-8518
9. Loren Pearson	LPearson @ LorenPearson.com	786-276-2458	786-276-2558
10. Lisa Pearson	LPearson @ LisaPearsonPA.com	305-866-8655	305-866-8807
11. Michael Bolan	MBolan @ USCapitalADVISORS.com	305-672-8880	
12. Carmen Marin Fruit	CARMEN MARIN @ BELLSOUTH.NET	305-531-8317	
13. Stephen Barofsky	TRAVEL @ SUNMAIL.COM	305 534 4816	305 535 105
14 Gail Barofsky	~~[illegible]~~ GAIL @ SUNMAIL.COM	786-200-5898	
15. Betty Pollak	bpollak4@aol.com @	305-672-1616	305-672-7120
16.	@		
17.	@		
18.	@		
19.	@		
20.	@		

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RESOLUTIONS

Condensed Title:

A Resolution retroactively approving the appropriation of $183,566.66 from the Parking Fund's Retained Earnings, to pay the 2005 Real Estate Property Taxes for property leased by the City from the following entities: 1) Yacht Club at Portofino, Ltd., for the use of 115 parking spaces; 2) TRG-SSDI, Ltd., for the use of 108 parking spaces; 3) Murano Two, Ltd., for the use of 142 parking spaces; and 4) Murano Three, Ltd., for the use of 206 parking spaces.

Key Intended Outcome Supported:

Increase satisfaction with recreational programs.

Issue:

Shall the City Commission approve the retroactive appropriation?

Item Summary/Recommendation:

Approve the Resolution.

These parking spaces subject of the respective Lease Agreement are not tax exempt. In order to take advantage of the four percent discount for early payment, the amount of $183,566.66 was paid by November 30, 2005.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total	$183,566.66	Parking Fund's Retained Earnings	$183,566.66

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Jose Damien X6727

Sign-Offs:

Asset Manager	Assistant City Manager	City Manager
JD	TH	

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MIAMIBEACH

AGENDA ITEM C7A

DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING THE APPROPRIATION OF $183,566.66 FROM THE PARKING FUND'S RETAINED EARNINGS, TO PAY THE 2005 REAL ESTATE PROPERTY TAXES FOR PROPERTY LEASED BY THE CITY FROM THE FOLLOWING ENTITIES: 1) YACHT CLUB AT PORTOFINO, LTD., FOR THE USE OF 115 PARKING SPACES; 2) TRG-SSDI, LTD., FOR THE USE OF 108 PARKING SPACES; 3) MURANO TWO, LTD., FOR THE USE OF 142 PARKING SPACES; AND 4) MURANO THREE, LTD., FOR THE USE OF 206 PARKING SPACES.**

RECOMMENDATION:

Adopt the Resolution.

ANALYSIS:

The City of Miami Beach (City), the Miami Beach Redevelopment Agency (RDA) and certain third party entities entered into separate lease agreements for certain leasehold interests (parking spaces) in the vicinity of the Miami Beach Marina, as a result of the City's and the RDA's contractual obligations to provide parking to Miami Beach Marina Associates, Ltd. (MBMA), related to the respective Lease Agreement by and between the City and the RDA (Lessors) and MBMA (Lessee) for the use of the Marina property.

Pursuant to the applicable agreements, the City and RDA are responsible for Ad Valorem Taxes on the respective parking spaces. Due to the private use of the leased parking spaces by MBMA, for its marina operations, the benefit of a government tax exemption is not available to the City.

The City has received the 2005 Ad Valorem tax notices for said leasehold interests as more specifically outlined below:

- Lease Agreement with Yacht Club at Portofino, Ltd. (dated November 30, 1998) for the use of 115 parking spaces within the parking structure located at 90 Alton Road, Miami Beach, Florida (a/k/a the Yacht Club at Portofino parking garage). The 2005 Real Estate Property Taxes Bill is based on an assessed value of $1,035,000. In order to take advantage of the four percent (4%) discount for early payment, **$24,125.93** was paid by November 30, 2005.

- Lease Agreement with TRG-SSDI, Ltd. (dated April 22, 2002) for the use of 108 parking spaces within the parking structure located at 1000 South Pointe Drive, Miami Beach, Florida (a/k/a the Murano at Portofino parking garage). The 2005 Real Estate Property Taxes Bill is based on an assessed value of $1,620,000. In order to take advantage of the four percent (4%) discount for early payment, **$37,762.28** was paid by November 30, 2005.

- Lease Agreement with Murano Two, Ltd., the City, and the RDA (dated April 9, 2003) for the use of 142 parking spaces within the parking structure located at 400 Alton Road, Miami Beach, Florida (a/k/a the Murano Grande parking garage). The 2005 Real Estate Property Taxes Bill is based on an assessed value of $2,130,000. In order to take advantage of the four percent (4%) discount for early payment, **$49,650.40** was paid by November 30, 2005.

- Lease Agreement with Murano Three, Ltd. (dated April 9, 2003) for the use of 206 parking spaces within the parking structure located at 450 Alton Road, Miami Beach, Florida (a/k/a the Icon parking garage). The 2005 Real Estate Property Taxes Bill is based on an assessed value of $3,090,000. In order to take advantage of the four percent (4%) discount for early payment, **$72,028.05** was paid by November 30, 2005.

In light of the foregoing, the Administration recommends retroactively appropriating available funds from the Parking Fund's Retained Earnings, in the amount of **$183,566.66**, for the 2005 Ad Valorem Taxes related to the aforementioned leased parking spaces.

JMG:TH:JD:rd

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING THE APPROPRIATION OF $183,566.66 FROM THE PARKING FUND'S RETAINED EARNINGS, TO PAY THE 2005 REAL ESTATE PROPERTY TAXES FOR PROPERTY LEASED BY THE CITY FROM THE FOLLOWING ENTITIES: 1) YACHT CLUB AT PORTOFINO, LTD., FOR THE USE OF 115 PARKING SPACES; 2) TRG-SSDI, LTD., FOR THE USE OF 108 PARKING SPACES; 3) MURANO TWO, LTD., FOR THE USE OF 142 PARKING SPACES; AND 4) MURANO THREE, LTD., FOR THE USE OF 206 PARKING SPACES

WHEREAS, on November 30, 1998, the City, the Miami Beach Redevelopment Agency (RDA) and Yacht Club at Portofino, Ltd. entered into a Lease Agreement for the use of 115 parking spaces within the parking structure located at 90 Alton Road, Miami Beach, Florida (a/k/a the Yacht Club at Portofino parking garage); and

WHEREAS, the City has received the 2005 Real Estate Property Taxes (2005 Tax Bill) for the Yacht Club at Portofino parking spaces (Folio No. 02-4203-234-0002), based on an assessed value of $1,035,000; and

WHEREAS, without the benefit of a government tax exemption and in order to take advantage of the four percent (4%) discount for early payment, $24,125.93 was paid by November 30, 2005; and

WHEREAS, on April 22, 2002, the City, the RDA and TRG-SSDI, LTD entered into a Lease Agreement for the use of 108 parking spaces within the parking structure located at 1000 South Pointe Drive, Miami Beach, Florida (a/k/a the Murano at Portofino parking garage); and

WHEREAS, the City has received the 2005 Tax Bill for the Murano at Portofino parking spaces (Folio No. 02-4203-251-0002), based on an assessed value of $1,620,000; and

WHEREAS, without the benefit of a government tax exemption and in order to take advantage of the four percent (4%) discount for early payment, $37,762.28 was paid by November 30, 2005; and

WHEREAS, on April 9, 2003, the City, the RDA and Murano Two, Ltd. entered into a Lease Agreement for the use of 142 parking spaces within the parking structure located at 400 Alton Road, Miami Beach, Florida (a/k/a the Murano Grande parking garage); and

WHEREAS, the City has received the 2005 Tax Bill for the Murano Grande parking spaces (Folio No. 02-4203-265-0002), based on an assessed value of $2,130,000; and

WHEREAS, without the benefit of a government tax exemption and in order to take advantage of the four percent (4%) discount for early payment, $49,650.40 was paid by November 30, 2005; and

WHEREAS, on April 9, 2003, the City, the RDA and Murano Three, Ltd. entered into a Lease Agreement for the use of 206 parking spaces within the parking structure located at 450 Alton Road, Miami Beach, Florida (a/k/a the Icon parking garage); and

WHEREAS, the City has received the 2005 Tax Bill for the Icon parking spaces (Folio No. 02-4203-286-0002), based on an assessed value of $3,090,000; and

WHEREAS, without the benefit of a government tax exemption and in order to take advantage of the four percent (4%) discount for early payment, $72,028.05 was paid by November 30, 2005; and

WHEREAS, the City is required to pay its proportionate share of the aforestated property taxes pursuant to the above referenced Lease Agreements.

NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby retroactively approve the appropriation of **$183,566.66** from the Parking Fund's Retained Earnings, to pay the 2005 Real Estate Property Taxes for property leased by the City from the following entities: 1) Yacht Club at Portofino, Ltd., for the use of 115 parking spaces; 2) TRG-SSDI, LTD., for the use of 108 parking spaces; 3) Murano Two, Ltd., for the use of 142 parking spaces; and 4) Murano Three, Ltd., for the use of 206 parking spaces.

PASSED and ADOPTED this 7th day of December, 2005.

ATTEST:

CITY CLERK **MAYOR**

JMG\TH\JD\rlr

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

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City Attorney 12/1/05 Date

Condensed Title:

Accept the City Manager's Recommendation Relative to the Ranking of Firms Pursuant to Request for Qualifications (RFQ) No. 22-04/05 for Professional Building Inspections and Plans Review Services in Various Disciplines on an "As-Needed Basis" for the City of Miami Beach Building Department and Authorizing the Mayor and City Clerk to execute Professional Service Agreements upon completion of successful negotiations with all (6) Firms who Provided their Qualifications in reference to this RFQ.

Key Intended Outcome Supported:

N/A

Issue:

Shall the City Commission approve the City Manager's recommendation to accept the recommendation related to the ranking of firms and authorize execution of Professional Service Agreements?

Item Summary/Recommendation:

RFQ No. 22-04/05 was issued on June 3, 2005 with an opening date of July 8, 2005. A pre-proposal conference to provide information to firms considering submitting a response was held on June 17, 2005. BidNet issued bid notices to 113 prospective proposers, resulting in 21 proposers requesting the RFQ document, which resulted in the receipt of the following six (6) proposals from:

1. Bermello, Ajamil & Partners, Inc.
2. Capri Engineering
3. M.T. Causley Supplemental
4. Pistorino & Alam Consulting Engineers
5. Siddiq Khan & Associates, Inc.
6. TyLin International/HJ Ross

The City Manager via Letter to Commission (LTC) No. 189-2005, appointed an Evaluation Committee ("the Committee").

On October 11, 2005, the Committee convened. After Evaluation of proposals and Presentations from Consultants, the evaluation committee discussed the selection criteria as well as various options in ranking all the firms. It was the Committee's overall opinion that all 6 companies who provided proposals were qualified to provide services to the City. A motion was recommended by Hamid Dolikhani (chair), that the ranking of firms would be waived and that all companies be recommended for potential award of contracts, adding that this option would be the most flexible and advantageous option for the City and the Building Department. The motion was seconded and approved by all Committee members.

Accept the City Manager's Recommendation and Authorize Negotiations.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Hamid Dolikhani

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL_____ HD_____	TM_____	JMG_____

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MIAMIBEACH

AGENDA ITEM C7B

DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission
FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005
SUBJECT: **A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AUTHORIZING THE ADMINISTRATION TO NEGOTIATE PROFESSIONAL SERVICES AGREEMENTS PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 22-04/05, FOR PROFESSIONAL BUILDING INSPECTION AND PLANS REVIEW SERVICES IN VARIOUS DISCIPLINES ON AN "AS-NEEDED BASIS" FOR THE CITY OF MIAMI BEACH BUILDING DEPARTMENT; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS WITH ANY OR ALL OF THE FOLLOWING SIX (6) FIRMS: 1) BERMELLO, AJAMIL & PARTNERS; 2) CAPRI ENGINEERING; 3) M.T. CAUSLEY; 4) PISTORINO & ALAM CONSULTING ENGINEERS; 5) SIDDIQ KHAN & ASSOCIATES; AND 6) TYLIN INTERNATIONAL/HJ ROSS.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On May 18 2005, the Mayor and City Commission approved the issuance of Request for Qualification (RFQ) 22-04/05 for building inspection and plans review services in various professional disciplines to provide professional building inspection and plans review services on an "as-needed basis" and an "on-going basis" for the Building Department. The purpose of issuing this RFQ was to address the current staff shortages in the Building Department, whenever there are vacancies of inspector and plans review positions, until such time that vacancies are filled with permanent staff. Further, since current vacancies exist, it is also prudent to extend the term of the existing agreement with the firm, M.T. Causley, Inc. dated March 1, 2004 until such time that the new contracts are executed.

This RFQ requested proposals from firms employing staff with qualifications in the following building trade specialized areas:

- **Building Inspector** with the State of Florida Certification & meeting the minimum requirements for the Miami-Dade County Board of Rules and Appeals (BORA) Certification;

ANALYSIS (Continued)

- **Roofing Inspector** with the State of Florida Certification & meeting the minimum requirements for the Miami-Dade County Board of Rules and Appeals (BORA) Certification;

- **Electrical Inspector** with the State of Florida Certification & meeting the minimum requirements for the Miami-Dade County Board of Rules and Appeals (BORA) Certification;

- **Plumbing Inspector** with the State of Florida Certification & meeting the minimum requirements for the Miami-Dade County Board of Rules and Appeals (BORA) Certification;

- **Mechanical Inspector** with the State of Florida Certification & meeting the minimum requirements for the Miami-Dade County Board of Rules and Appeals (BORA) Certification;

- **Building Plans Examiner** with the State of Florida Certification & meeting the minimum requirements for the Miami-Dade County Board of Rules and Appeals (BORA) Certification;

- **Electrical Plans Examiner** with the State of Florida Certification & meeting the minimum requirements for the Miami-Dade County Board of Rules and Appeals (BORA) Certification;

- **Plumbing Plans Examiner** with the State of Florida Certification & meeting the minimum requirements for the Miami-Dade County Board of Rules and Appeals (BORA) Certification;

- **Mechanical Plans Examiner** with the State of Florida Certification & meeting the minimum requirements for the Miami-Dade County Board of Rules and Appeals (BORA) Certification;

- **Structural Plans Examiner** with the State of Florida Registration a Professional Engineer (PE) in the Structural discipline & meeting the minimum requirements for the Miami-Dade County Board of Rules and Appeals (BORA) Certification.

TASKS:

- Conduct technical field inspections of buildings, equipments and installations during various phases of construction, installation and operation and grant inspection approvals, if found in compliance with applicable codes and regulations, and provide written comments, if found not in compliance with applicable codes and regulations.

ANALYSIS (Continued)

- Review building, plumbing, electrical or mechanical installation plans, specifications and materials listed for residential and commercial projects, and grant approvals, if found in compliance with applicable codes and regulations, and provide written comments, if found not in compliance with applicable codes and regulations.

- Evaluate alternate methods, procedures, materials and products for compliance with the Florida Building Code requirements, whichever is applicable, depending on the date of the application or construction.

- Approve and disapprove proposed plans in accordance with the applicable Code and other regulatory requirements and discuss disapproved items with architects, engineers, contractors and/or owner builders to obtain plan changes necessary for approval.

- Render information concerning the applicable Code and make interpretations of its contents. Make decisions as to the feasibility of deviations from the Codes under various conditions.

- Perform related work as required by the Building Department.

RFQ No. 22-04/05 was issued on June 3, 2005 with an opening date of July 8, 2005. A pre-proposal conference to provide information to firms considering submitting a response was held on June 17, 2005. BidNet issued bid notices to 113 prospective proposers, resulting in 21 proposers requesting the RFQ document, which resulted in the receipt of the following six (6) proposals from:

1. Bermello, Ajamil & Partners, Inc.
2. Capri Engineering
3. M.T. Causley Supplemental
4. Pistorino & Alam Consulting Engineers
5. Siddiq Khan & Associates, Inc.
6. TyLin International/HJ Ross

The City Manager via Letter to Commission (LTC) No. 189-2005, appointed an Evaluation Committee ("the Committee") consisting of the following individuals:

- Hamid Dolikhani, C.B.O., Acting Building Director/Official, City of Miami Beach(Chair)
- Mehdi Ashraf, P.E., C.B.O. Acting Assistant Building Director/ Official, City of Miami Beach
- Flavio Gomez, P.E., Building Division Director, Miami Dade County
- Dr. Irtishad Ashmad, P.E., Chairman, Construction Engineering Department, FIU

ANALYSIS (Continued)

- Jerome Filer, AIA, Consulting Architect
- Jorge Duyos, P.E., President, JRD & Associates, Inc.

On October 11, 2005, the Committee convened. Several Committee members were unable to attend this meeting; they were Flavio Gomez, Jerome Filer and Jorge Duyos. To make sure that this Committee would have quorum to run the meeting the City Manager added Fernando Vazquez, City Engineer, Public Works Division. The Committee was provided information on the scope of the project by Hamid Dolikhani, Acting Building Director/Official, City of Miami Beach (Chair) and staff from the City's Procurement Division. The Committee was also provided presentations by all companies who provided a response to this RFQ and the Procurement Division provided the Committee with references for all the firms being evaluated. Additionally, the Committee discussed the Selection Criteria, which was used to evaluate and rank the respondents:

A. Firm's qualification in providing building, structural, accessibility, mechanical, electrical and plumbing plans review and inspection services. (15 points)
B. List of staffing and their experience to provide the related plans review and inspection services. (20 points)
C. Past plans review and inspection experience (15 points)
D. Effectiveness in response to request made by the Department to provide personnel to perform plans review and inspection (20 points)
E. Recent, current and projected workloads of the firm (5 points)
F. Location (5 points)
G. Ability of the firm to perform plans review and inspection services in all disciplines listed. (10 points)
H. Volume of work previously awarded to each firm by the agency, with object; of effecting an equitable distribution of contracts among qualified firms. (10 points)

After Evaluation of proposals and Presentations from Consultants, the evaluation committee discussed the selection criteria as well as various options in ranking all the firms. It was the Committee's overall opinion that all 6 companies who provided proposals were qualified to provide services to the City. A motion was recommended by Hamid Dolikhani (chair), that the ranking of firms would be waived and that all companies be recommended for potential award of contracts, adding that this option would be the most flexible and advantageous option for the City and the Building Department. The motion was seconded and approved by all Committee members.

CONCLUSION

The Administration recommends approval of the attached Resolution accepting the recommendation of the City Manager pursuant the selection of Consultants pursuant to Request for Qualifications (RFQ) No.22-04/05 for professional Building Inspection and Plans Review Services in Various Disciplines on an "As-Needed Basis" for the City of Miami Beach Building Department; and Authorizing the Mayor and City Clerk to execute Professional Services Agreements upon completion of successful negotiations with any or all of the following six (6) firms: 1) Bermello, Ajamil & Partners; 2) Capri Engineering; 3) M.T. Causley; 4) Pistorino & Alam Consulting Engineers; 5) Siddiq Khan & Associates; and 6) TYLIN International/HJ Ross.

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RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AUTHORIZING THE ADMINISTRATION TO NEGOTIATE PROFESSIONAL SERVICES AGREEMENTS PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 22-04/05, FOR PROFESSIONAL BUILDING INSPECTION AND PLANS REVIEW SERVICES IN VARIOUS DISCIPLINES ON AN "AS-NEEDED BASIS" FOR THE CITY OF MIAMI BEACH BUILDING DEPARTMENT; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS WITH ANY OR ALL OF THE FOLLOWING SIX (6) FIRMS: 1) BERMELLO, AJAMIL & PARTNERS; 2) CAPRI ENGINEERING; 3) M.T. CAUSLEY; 4) PISTORINO & ALAM CONSULTING ENGINEERS; 5) SIDDIQ KHAN & ASSOCIATES; AND 6) TYLIN INTERNATIONAL/HJ ROSS.

WHEREAS, on May 18 2005, the Mayor and City Commission approved the issuance of Request for Qualification (RFQ) 22-04/05 for building inspection and plans review services in various professional disciplines to provide professional building inspection and plans review services on an "as-needed basis" and an "on-going basis" for the Building Department; and

WHEREAS, the purpose of issuing this RFQ was to address the current staff shortages in the Building Department, whenever there are vacancies of inspector and plans review positions, until such time that vacancies are filled with permanent staff; and

WHEREAS, this RFQ requested proposals from firms employing staff with qualifications in the following building trade specialized areas:

- Building Inspector;
- Roofing Inspector;
- Electrical Inspector;
- Plumbing Inspector;
- Mechanical Inspector;
- Building Plans Examiner;
- Electrical Plans Examiner;
- Plumbing Plans Examiner;
- Mechanical Plans Examiner;
- Structural Plans Examiner; and

WHEREAS, RFQ No. 22-04/05 was issued on June 3, 2005 with an opening date of July 8, 2005; and

WHEREAS, six (6) proposals were received in response to the RFQ, by the following firms:

1. Bermello, Ajamil & Partners, Inc.
2. Capri Engineering
3. M.T. Causley Supplemental
4. Pistorino & Alam Consulting Engineers
5. Siddiq Khan & Associates, Inc.
6. TyLin International/HJ Ross; and

WHEREAS, an Evaluation Committee was appointed by the City Manager via Letter to Commission (LTC) No. 189-2005, consisting of the following individuals:

- Hamid Dolikhani, C.B.O., Acting Building Director/Official, City of Miami Beach(Chair)
- Mehdi Ashraf, P.E., C.B.O. Acting Assistant Building Director/ Official, City of Miami Beach
- Flavio Gomez, P.E., Building Division Director, Miami Dade County
- Dr. Irtishad Ashmad, P.E., Chairman, Construction Engineering Department, FIU
- Jerome Filer, AIA, Consulting Architect
- Jorge Duyos, P.E., President, JRD & Associates, Inc.; and

WHEREAS, on October 11, 2005, the Evaluation Committee convened and discussed the qualifications and credentials as well as various options in ranking all six (6) responsive firms; and

WHEREAS, the Committee's overall opinion was that all 6 companies who provided proposals were qualified to provide services to the City; a motion was made that the ranking of firms would be waived and that all companies be recommended for potential award of contracts adding that this option would be the most flexible and advantageous option for the City; and

WHEREAS, the City Manager has reviewed the Evaluation Committee's recommendation, and recommends that the Mayor and City Commission accept the Committee's recommendation, relative to the ranking of firms pursuant to RFQ No. 22-04/05.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission accept the recommendation of the City Manager and hereby authorize the Administration to negotiate Professional Services Agreements pursuant to Request for Qualifications (RFQ) No. 22-04/05, for Professional Building Inspection and Plans and Plans Review Services in Various Disciplines on an "As-Needed Basis" for the City of Miami Beach Building Department; and Authorizing the Mayor and City Clerk to Execute Professional Services Agreements upon completion of successful Negotiations with any or all of the following six (6) firms: 1) Bermello, Ajamil & Partners; 2) Capri Engineering; 3) M.T. Causley; 4) Pistorino & Alam Consulting Engineers; 5) Siddiq Khan & Associates; and 6) TYLIN International/HJ Ross.

PASSED and **ADOPTED** this ____ day of _____, 2005.

ATTEST:

_____
MAYOR

_____
CITY CLERK

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

11-15-05
City Attorney Date

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Condensed Title:

A Resolution of the Mayor and City Commission approving and authorizing the Mayor and City Clerk to execute an amendment to the current professional services agreement with MC Harry Associates, Inc. in the amount of $33,348 for the provision of additional construction administration services during the construction of Fire Station No. 4, to be funded from the General Fund Operating Contingency.

Key Intended Outcome Supported:

Ensure Well Designed Quality Capital Projects

Issue:

Should the Mayor and City Commission adopt the aforementioned Resolution to approve additional construction administration fees for MC Harry Associates, Inc. as a result of the project's extended schedule?

Item Summary/Recommendation:

Following the issuance of a Request for Qualifications (RFQ) in January 2000, and a top ranking from an Evaluation Committee, the firm of MC Harry Associates, Inc. was previously awarded a contract and subsequent amendments to provide the design and specifications, as well as construction administration services, for the construction of Fire Station No. 4.

The construction is currently estimated to be at sixty percent (60%) completion and - although site conditions and recent weather events have impacted the project schedule – is projected to achieve Substantial Completion by April 2006. Consequently, the extended construction schedule will require MC Harry, Inc. to provide additional needed construction administration services for the balance of the construction period. Construction Administration Services shall be provided in accordance with the Articles described in the Professional Services Agreement to RFQ No. 41-99/00 that was executed on July 6, 2000 by the City of Miami Beach and MC Harry & Associates, Inc. and shall include all appropriate reviews, responses and recommendations on such things as Requests for Information (RFI's), Requests for Change Order (RCO's), Execution of Change Orders, Certification of Payment Applications, Quality Control Evaluations, Review of As- Built Drawings, Assistance with Project Close-out, Certificates of Completion, etc.

After negotiations with the consultant, CIP, assisted by program manager URS Corporation, determined that the negotiated amount of $33,348 was fair and reasonable for the amount of additional construction administration work required from the consultant. The Administration concurs, and therefore recommends approval of the attached Resolution by the Mayor and City Commission. Appropriation to be funded from General Fund Operating Contingency to be replaced from Miami-Dade County General Obligation Bond funds when they become available.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$33,348	General Fund Operating Contingency to be replaced from Miami-Dade GO Bond	
4			
Total	$33,348	.	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Jorge C. Cano, CIP Assistant Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Jorge Chartrand	Tim Hemstreet	

T;\AGENDA\2005\Dec.0705\Consent\FS#4 MC Harry Amend.4-SUMM.2005.12.07.doc

MIAMIBEACH

AGENDA ITEM C7C
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT No. 4 TO THE CURRENT PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND THE FIRM OF MCHARRY AND ASSOCIATES, INC., DATED JULY 12, 2000, IN THE AMOUNT OF $33,348, FOR THE PROVISION OF ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES, FOR THE CONSTRUCTION COMPLETION OF A NEW FIRE STATION No. 4; AND APPROPRIATING $33,348 FROM GENERAL FUND OPERATING CONTINGENCY.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

General Fund Operating Contingency to be replaced from Miami-Dade County General Obligation Bond funds when they become available.

ANALYSIS

Following the issuance of a Request for Qualifications (RFQ) in January 2000, and a top ranking from an Evaluation Committee, the firm of MC Harry Associates, Inc. was previously awarded a contract and subsequent amendments to provide the design and specifications, as well as construction administration services, for the construction of a new Fire Station No. 4.

The Notice to Proceed for the construction of the Fire Station was issued on November 15, 2004, and the contractor proceeded to begin site and foundation work activities. To date, all structural construction has been completed and interior mechanical, electrical and plumbing installations are in progress.

The construction is currently estimated to be at sixty percent (60%) completion and although site conditions and recent weather events have impacted the project schedule the project is expected to achieve Substantial Completion by April 2006. The original Substantial Completion date was November 10, 2005 (Exhibit 1) and consequently, the extended construction schedule will require MC Harry Associates, Inc. to provide an additional twenty one (21) weeks of construction management services for a fee of $33,348 - said amount having already been negotiated by City staff with the assistance of URS, the City's Program Manager (Exhibit 2).

The lump sum fee covers a total of 402.50 hours of construction administration support from the Architect (Senior Inspector), the Project Manager, Principal, and mechanical, electrical, plumbing, structural and civil sub-consultants (Exhibit 3).

Construction Administration Services shall be provided in accordance with the Articles described in the Professional Services Agreement to RFQ No.41-99/00 that was executed on July 6, 2000 by the City of Miami Beach and M C Harry & Associates, Inc. and shall include all appropriate reviews, responses and recommendations on such things as Request for Information (RFI's), Requests for Change Order (RCO's), Execution of Change Orders, Certification of Payment Applications, Quality Control Evaluations, Review of As- Built Drawings, Assistance with Project Close-out, Certificates of Completion, etc.

CONCLUSION

Based on the aforementioned, the Administration recommends appropriating $33,348 from the General Fund Operating Contingency to be replaced from Miami-Dade County General Obligation Bond funds when they become available.

T:\AGENDA\2005\Dec.0705\Consent\FS#4 MC Harry Amend.4-MEMO.2005.12.07

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT No. 4 TO THE CURRENT PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND THE FIRM OF MCHARRY AND ASSOCIATES, INC., DATED JULY 12, 2000, IN THE AMOUNT OF $33,348, FOR THE PROVISION OF ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES, FOR THE CONSTRUCTION COMPLETION OF A NEW FIRE STATION No. 4.; AND APPROPRIATING $33,348 FROM THE GENERAL FUND OPERATING CONTINGENCY.

WHEREAS, on March 1, 2002, pursuant to an extensive planning and programming period, City staff reached a consensus to approve the sixth option presented by the City's consultant, MC Harry and Associates Inc., (Consultant) to improve Fire Station No. 4 (the Project); and

WHEREAS, on February 5, 2003, the Mayor and City Commission approved an Amendment to the Agreement with the Consultant, and increased funds to cover the additional architectural and engineering design fee for the Project; and

WHEREAS, the project construction period has been extended due to some unforeseen circumstances as well as hurricane delays and additional scope modifications; and

WHEREAS, construction is currently estimated to be at 60% completion, with a projected Substantial Completion by April 2006; and

WHEREAS, the funds appropriated from General Fund Operating Contingency will be replaced from Miami-Dade County General Obligation Bond funds when they become available; and

WHEREAS, the extended construction period will require the Consultant to provide necessary additional construction management services from the original Substantial Completion date of November 2005 to the new date of April 2006.

NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission adopt a Resolution to approve and authorize the Mayor and City Clerk to execute Amendment No. 4 to the current Professional Services Agreement between the City and the firm of MC Harry and Associates, Inc., dated July 12, 2000, in the amount of $33,348, for the provision of additional construction administration services, for the construction completion of a new Fire Station No. 4.; and appropriating $33,348 from the General Fund Operating Contingency..

PASSED AND ADOPTED this _____ day of _____, 2005.

ATTEST:

_____ CITY CLERK

_____ MAYOR

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney Date 12/6/05

T:\AGENDA\2005\\Dec0705\Consent\FS#4-MC Harry Amend.4-Reso.2005.12.07

AMENDMENT NO. 4
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF MIAMI BEACH, FLORIDA
AND
MC HARRY ASSOCIATES, INC., DATED JULY 12, 2000; SAID AMENDMENT, IN THE AMOUNT OF $33,348, FOR THE PROVISION OF ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES, FOR THE CONSTRUCTION COMPLETION OF A NEW FIRE STATION No. 4.

THIS AMENDMENT NO.4, DATED AS OF DECEMBER 7, 2005, TO THAT CERTAIN AGREEMENT, DATED JULY 12, 2000, BY AND BETWEEN THE CITY OF MIAMI BEACH, FLORIDA (CITY), AND MC HARRY ASSOCIATES, INC. (CONSULTANT).

RECITALS

WHEREAS, on January 20, 2000, Request for Qualifications (RFQ) No. 41-99/00, was issued for architectural and engineering services for design and construction administration for the rehabilitation of the existing building and an addition to Fire Station No. 4; and

WHEREAS, on July 12, 2000, the Mayor and City Commission approved a Professional Services Agreement, in the amount of $160,636, with the firm of MC Harry Associates, Inc. (Consultant), for design and construction administration services for the rehabilitation of the existing Fire Station No. 4, as well as an addition to the building to house dormitories and fire apparatus, plus a not to exceed amount of $5,000, for reimbursable expenses, (the Agreement); and

WHEREAS, construction is currently estimated to be at 60% completion, with projected Substantial Completion by April 2006; and

WHEREAS, the extended construction period will require the Consultant to provide necessary additional construction management services; and

WHEREAS, the City wishes to amend the Agreement, and increase funds, in the amount of $33,348, available from Undesignated Fund 301 Balance; and

WHEREAS, this Amendment has been evaluated by URS, the City's Program Manager, and the CIP Office, and determined to be necessary;

NOW, THEREFORE, The City and Consultant agree to amend the Agreement as follows:

1. **ABOVE RECITALS**
   The above recitals are true and correct and are incorporated as a part of this Amendment No. 4.

2. The Agreement is amended to provide for additional construction administration services by Consultant, in the amount of $33,348, as more particularly set forth in Exhibit "A" to this Amendment, attached hereto and incorporated herein.

3. **RATIFICATION.**
   The City and Consultant ratify the terms of the Agreement, as amended by this Amendment No. 4.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed in their names by their duly authorized officials as of the date first set forth above.

CITY OF MIAMI BEACH

By _____
MAYOR

ATTEST:

_____
CITY CLERK

CONSULTANT

MC HARRY AND ASSOCIATES, INC.

By _____
PRESIDENT

ATTEST:

By_____
SECRETARY

_____
Print Name

_____
Print Name

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APPROVED AS TO FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12/1/05
Date

EXHIBIT A

October 17, 2005

M.C. Harry and Associates, Inc.
2780 SW Douglas Road
Miami, Florida 33133
(305) 445-3765

Mr. Nestor Fernandez
7650 Corporate Center Dr.# 401
Miami, FL. 33126

Project; MB Fire #4

Additional Service Fee Request EXTENDED CA

Dear Mr. Fernandez:

This is a revised fee proposal from our August 24, 2005 letter.

We respectfully submit herewith our request for authorization for EXTENDED CONSTRUCTION ADMINISTRATION SERVICES in accordance with paragraph 2.10.12 (page 12) of the AE agreement. The original construction schedule showed 360 calendar days; and this expires November 11, 2005. The contractor is not progressing on schedule, and their latest schedule shows March 31, 2006 as the completion date.

Our request at this time is to obtain authorization for the extended time period known today. Our LUMP SUM fee proposal shown below is based on estimated hours as negotiated last week

Sincerely;

MC Harry and Associates, Inc.

James W. Piersol

Original Constr Start Date	11/15/2004				
Original Const Duration	360	days			
Original Compl Date	11/10/2005				
Current Completion Date	3/31/2006				
Current Extended Period	141	days =	21	weeks	

Man-Hour Requirements	hrs/week	total extra	Billing Rate	Amount
Architect (Senior Inspector)	16.00	336.00	$ 78.00	$ 26,208.00
Project Manager	1.00	21.00	$ 112.00	$ 2,352.00
Principal	0.50	10.50	$ 150.00	$ 1,575.00
MEP / Structural / Civil		35.00	$ 93.00	$ 3,255.00
		402.50		$ 33,390.00
			round down:	(42.00)
Total Lump Sum Fee for 21 weeks additional construction phase				**$ 33,348.00**
From	**11/11/2005**	**to**	**3/31/2006**	

RECEIVED

Condensed Title:

A Resolution approving and authorizing the Mayor and City Clerk to execute an extension to the current professional services agreement with URS Corporation in the amount of $250,000 for the provision of additional program management services for the remaining construction of Normandy Isle Park and Pool, and additional project management support to the Capital Improvement Projects (CIP) Office in the amount of $250,000, to be funded by the Pay-As-You-Go Capital Fund and by the General Fund from CIP salary savings..

Key Intended Outcome Supported:

Ensure Well Designed Quality Capital Projects

Issue:

Shall the City Commission adopt the aforementioned Resolution to approve additional program management fees for URS Corporation?

Item Summary/Recommendation:

Following the issuance of a Request for Qualifications (RFQ) 111-99/00, and a top ranking from an Evaluation Committee, the firm of URS Corporation was awarded a contract to provide the Program Management Services that included assisting City staff in the planning, programming, design review, construction administration, and scheduling, budgeting and consultant coordination for the projects that included The Normandy Isle Park & Pool.

The construction of Normandy Isle Park & Pool has seen numerous delays that concluded with the default of the general contractor Regosa Engineering Inc. and subsequent settlement with the Surety, St. Paul Travelers. The Project is currently at 60% completion and not projected to achieve Substantial Completion until June 2006. Up to this point, URS has provided critical program management, construction management and quality control support. However, with an agreement that expires on 12/31/05, Amendment 2 will be needed to provide additional support services through the extended construction schedule of this difficult project.

As a result of recent recruiting difficulties experienced by CIP, additional staffing requirements have been identified. Therefore, the Administration is recommending the approval of additional funding that will allow the continuing participation by URS in providing critical program management services to CIP while recruiting efforts continue. For example, the Normandy Shores Golf Course is presently in the design stage, at approximately ninety percent (90%) completion. It is anticipated that the re-construction of the Golf Course will commence in the third quarter of 2006. The Normandy Shores Clubhouse is presently in the procurement process for a design-build construction contract. It is anticipated that the design and construction of the Clubhouse will commence in the third quarter of 2006.

The Administration recommends that the Mayor and City Commission authorize the City to execute Amendment No. 2 to the existing Agreement between URS Corporation–Southern and the City of Miami Beach to provide additional program management services, in the amount of $250,000, for the remaining construction of Normandy Isle Park & Pool facility, and during the design and construction phases of other projects, as needed, such as the Normandy Shores Golf Course and Clubhouse. Additionally, the Administration recommends the appropriation of $125,000 from the Pay-As-You-Go Capital Fund to supplement the General Fund CIP salary savings.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	$125,000	Pay as you Go Capital Fund	
	2	$125,000	Gen. Fund (CIP Salary Savings)	
OBPI	Total	$250,000		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Jorge Cano, CIP Assistant Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Jorge Chamrand	Tim Hemstreet	

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MIAMIBEACH

AGENDA ITEM C7D

DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND URS CORPORATION - SOUTHERN, DATED JUNE 27, 2001 TO PROVIDE ADDITIONAL PROGRAM MANAGEMENT SERVICES FOR THE REMAINING CONSTRUCTION OF THE NORMANDY ISLE PARK & POOL FACILITY AND ADDITIONAL PROJECT MANAGEMENT SUPPORT TO THE CAPITAL IMPROVEMENT PROJECTS (CIP) OFFICE IN THE AMOUNT OF $250,000, TO BE FUNDED BY THE PAY-AS-YOU-GO CAPITAL FUND AND FROM GENERAL FUND CIP SALARY SAVINGS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Pay-As-You-Go Capital Fund and General Fund CIP Salary Savings.

ANALYSIS

Normandy Isle Park & Pool Facility

On June 27, 2001, the Mayor and City Commission approved Resolution No. 2001-24499, authorizing the City to enter into an agreement with URS Corporation-Southern ("URS") for Program Management Services to manage construction projects for Facilities and Parks, pursuant to the guidelines established in the Request of Qualifications No. 111-99/00. Under the agreement, URS assists City staff in the planning, programming, design review, construction administration, and scheduling, budgeting and consultant coordination for the projects covered by the agreement.

One of the projects for which URS has been providing satisfactory professional services and assisting City staff in the planning, programming, design review, construction administration, and scheduling, budgeting and consultant coordination is the Normandy Isle Park & Pool facility. Since the commencement of construction, several delays related to coordination, unforeseen conditions, and deletions arose. Although the Administration tried to work with the contractor, Regosa Engineering, Inc., they were defaulted and a settlement agreement was secured with the Surety, St. Paul Travelers.

Subsequently, a Notice to Proceed was issued to a Job Order Contracting (JOC) contractor, PASS International, Inc., to resume construction and, in some cases, redo some of the defective work previously completed by Regosa. The contractor has started to work around the pool deck and pump house, and completing the rough installation of the water and drainage systems. Framing of the structural beams around the multi-purpose building is well underway, awaiting inspection before concrete is poured. For the Park portion of the Project, contractors have been working on the removal of existing basketball courts and miscellaneous structures and the site grading. Additional JOC work orders have been issued to construct the irrigation and drainage systems, underground electrical conduits, the multi-purpose courts, sidewalks, west parking lot, landscaping and perimeter fencing.

During this process, URS has provided program management assistance to the CIP Office, including the review and coordination of contracts; overseeing the preparation of updated construction contract documents; permitting and coordination of all proposed/required improvements; inspection and warranty administration by the City's consultant and contractors; management of project budgets and schedules, including invoice review and recommendations; and processing of payment applications, change order requests and other submittals.

Currently, the project is at sixty percent (60%) completion with Substantial Completion status projected for June 2006. Up to this point, URS has provided critical program management, construction management and quality control support. However, with an agreement that expires on 12/31/05, Amendment 2 will be needed to provide additional support services through the extended construction schedule of this difficult project.

Additional Project Management Support

Presently, the Capital Improvement Projects (CIP) office has experienced recruiting difficulties in filling vacant budgeted project management positions, as a result of a very competitive market for qualified architects, engineers, and construction management professionals. During the past four months, the CIP office has extended offers to several highly qualified candidates who were identified through a competitive recruitment process. Unfortunately, given the present salary structure, the recruiting effort did not yield desired results. Therefore, the Administration will fund a portion of the costs for the additional URS staffing from General Fund CIP salary savings.

A number of projects, such as the Normandy Shores Golf Course and Normandy Shores Clubhouse are presently in the final stages of design, and will require additional project management, including the review and coordination of contracts; permitting; inspection and warranty administration; management of project budgets and schedules, including invoice review and recommendations; and processing of payment applications, change order requests and other submittals. Therefore, the Administration is recommending the approval of additional funding that will allow the continuing participation by URS in providing critical program management services to CIP while recruiting efforts continue.

For example, the Normandy Shores Golf Course is presently in the design stage, at approximately ninety percent (90%) completion. It is anticipated that the re-construction of the Golf Course will commence in the third quarter of 2006. The Normandy Shores Clubhouse is presently in the procurement process for a design-build construction contract. It is anticipated that the design and construction of the Clubhouse will commence in the third quarter of 2006. URS will assist the City with project and design management, overseeing the preparation of construction contract documents; permitting and coordination of all proposed/required improvements; inspection and warranty administration by the City's consultant and contractors; management of project budgets and schedules, including invoice review and recommendations; and processing of payment applications, change order requests and other submittals.

Services in the amount of $75,000 will be applied toward the Normandy Isle Park and Pool project and the balance in the amount of $175,000 will be applied to other projects, including the Normandy Shores Golf Course. The extended construction periods, as well as other necessary services, will require URS to provide program management assistance for periods of 120 days for the Normandy Park – Park Portion and 240 days for the Normandy Park – Pool Portion, and for other projects to be determined based on need, such as the Normandy Shores Golf Course and Clubhouse.

CONCLUSION:

The Administration recommends that the Mayor and City Commission authorize the City to execute Amendment No. 2 to the existing Agreement between URS Corporation–Southern and the City of Miami Beach to provide additional program management services, in the amount of $250,000 (see Exhibit No. 1), for the remaining construction of Normandy Isle Park & Pool facility, and during the design and construction phases of other projects, as needed, such as the Normandy Shores Golf Course and Clubhouse. Additionally, the Administration recommends the appropriation of $125,000 from the Pay-As-You-Go Capital Fund to supplement General Fund CIP Salary Savings.

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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND URS CORPORATION - SOUTHERN, DATED JUNE 27, 2001, TO PROVIDE ADDITIONAL PROGRAM MANAGEMENT SERVICES FOR THE REMAINING CONSTRUCTION OF NORMANDY ISLE PARK & POOL FACILITY PROJECT AND DURING THE DESIGN AND CONSTRUCTION PHASES OF THE NORMANDY SHORES GOLF COURSE AND CLUBHOUSE PROJECT, IN THE AMOUNT OF $250,000, TO BE FUNDED BY THE PAY-AS-YOU-GO CAPITAL FUND AND FROM GENERAL FUND CIP SALARY SAVINGS.

WHEREAS, on June 27, 2001, the Mayor and City Commission approved Resolution No. 2001-24499, authorizing the City to enter into an agreement with URS Corporation-Southern ("URS") for Program Management Services to manage construction projects for City facilities and parks ("Program"), pursuant to the Request for Qualifications No. 111-99/00 (the Agreement); and

WHEREAS, under the Agreement, URS assists City staff in the planning, programming, design review, construction administration, scheduling, budgeting and consultant coordination for the projects included in the Agreement; and

WHEREAS, URS has been providing satisfactory professional services and assisting City staff in the planning, programming, design review, construction administration, scheduling, budgeting and consultant coordination for the Normandy Isle Park & Pool Project (the Project); and

WHEREAS, the construction of the Project has seen numerous delays that concluded with the default of the general contractor, Regosa Engineering Inc., and subsequent settlement with the surety, The St. Paul Fire Insurance; and

WHEREAS, the Project is currently at 60% completion and not projected to achieve Substantial Completion until June 2006, and the extended construction schedule will require additional program management and construction administration services; and

WHEREAS, the Normandy Shores Golf Course is presently in the 90% design stage and will require project and design management, including the review and coordination of contracts; overseeing the preparation of construction contract documents; permitting and coordination of all proposed/required improvements; inspection and warranty administration;

management of project budget and schedules, including invoice review and recommendations; and processing of payment applications, change order requests and other submittals; and

WHEREAS, after negotiations with the Consultant, CIP determined that the negotiated amount of $250,000 for a period of twelve (12) months is fair and reasonable for the level of effort required from the Consultant; and

WHEREAS, this fee is based on actual effort, paid on an hourly basis, and the hourly rates utilized in the calculation of effort are those currently in effect.

NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission authorize the City to execute Amendment No. 2 to the existing Agreement between URS Corporation–Southern and the City to provide additional program management services for the remaining construction of the Normandy Isle Park & Pool Facility Project, and during the design and construction phases of the Normandy Shores Golf Course and Clubhouse Project, in the amount of $250,000, and further appropriate $125,000 from the Pay-As-You-Go Capital Fund to supplement the General Fund CIP Salary Savings.

PASSED AND ADOPTED this _____ day of _____, 2005.

ATTEST:

_____	_____
CITY CLERK	MAYOR

T:\AGENDA\2005\Dec.0705\Consent\URS Amend.2 RESO - NIP&P NSGC 2005.12.07.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12-2-05 Date

AMENDMENT NO. 2
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF MIAMI BEACH, FLORIDA
AND
URS CORPORATION - SOUTHERN, DATED, June 27, 2001, IN AN AMOUNT OF $250,000,

TO PROVIDE ADDITIONAL PROGRAM MANAGEMENT SERVICES FOR THE REMAINING CONSTRUCTION OF NORMANDY ISLE PARK & POOL FACILITY AND ADDITIONAL PROJECT MANAGEMENT SUPPORT TO THE CAPITAL IMPROVEMENT PROJECTS (CIP) OFFICE

This Amendment No. 2, Dated as of December 7, 2005 to that certain Agreement, dated June 27, 2001, by and between the CITY OF MIAMI BEACH, FLORIDA (City), and URS CORPORATION – SOUTHERN ("URS") (Consultant).

RECITALS

WHEREAS, on June 27, 2001, the Mayor and City Commission approved Resolution No. 2001-24499, authorizing the City to enter into an agreement with URS Corporation-Southern ("URS") for Program Management Services to manage construction projects for City facilities and parks ("Program"), pursuant to Request for Qualifications No. 111-99/00 (the Agreement); and

WHEREAS, under the Agreement, URS assists City staff in the planning, programming, design review, construction administration, scheduling, budgeting, and consultant coordination for the projects included in the Agreement; and

WHEREAS, URS has been providing satisfactory professional services and assisting City staff in the planning, programming, design review, construction administration, scheduling, budgeting and consultant coordination for the Normandy Isle Park & Pool Project (the Project); and

WHEREAS, the construction of the Normandy Isle Park and Pool Project has experienced numerous delays that concluded with the default of the general contractor, Regosa Engineering Inc., and subsequent settlement with the surety, The St. Paul Fire Travelers; and

WHEREAS, the Project is currently at 60% completion and not projected to achieve Substantial Completion until June 2006; and the extended construction schedule will require additional program management and construction administration services; and

WHEREAS, the Capital Improvement Projects (CIP) office has experienced recruiting difficulties in filling vacant project management positions; and

WHEREAS, a number of projects, such as the Normandy Shores Golf Course and Normandy Shores Clubhouse projects are presently in the final stages of design, and will require additional project management, including the review and coordination of contracts; permitting; inspection and warranty administration; management of project budgets and schedules, including invoice review and recommendations; and processing of payment applications, change order requests and other submittals; and

WHEREAS, after negotiations with the Consultant, CIP has determined that the negotiated amount of $250,000 is fair and reasonable for the level of effort required from the Consultant; and

WHEREAS, this fee is based on actual effort, paid on an hourly basis, and the hourly rates utilized in the calculation of effort are those currently in effect.

NOW, THEREFORE, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows.

1. **ABOVE RECITALS**
   The above recitals are true and correct and are incorporated as a part of this Amendment No. 2.

2. The Agreement is amended to provide additional project management services as more particularly set forth in Exhibit "A" to this Amendment, attached hereto and incorporated herein.

3. **RATIFICATION.**
   The City and Consultant ratify the terms of the Agreement, as amended by this Amendment No. 2.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be executed in their names by their duly authorized officials as of the date first set forth above.

CITY OF MIAMI BEACH

By _____
MAYOR

ATTEST:

_____
CITY CLERK

CONSULTANT

URS CORPORATION - SOUTHERN

By _____
VICE-PRESIDENT

_____
Print Name

ATTEST:

_____
SECRETARY

_____
Print Name

SEAL

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

12/1/05
City Attorney Date

T:\AGENDA\2005\Dec.0705\Consent\ URS Amend.2 AMEND – NIP&P NSGC.2005.12.07.doc

EXHIBIT A

Normandy Isle Park & Pool (4 Month Extension)	Work Wk	Hrs per Wk	Total Hrs	Rate	Fee
Senior Project Manager	16	40	640	$ 109.79	$ 70,265.60
Program Manager	16	1	16	$ 162.30	$ 2,596.80

Reimbursables			Total (M)		
Cellular Telephone			4	$ 90.00	$ 360.00
Vehilcle			4	$ 207.00	$ 828.00
Reproduction Cost			4	$ 250.00	$ 1,000.00
					$ -
			Sub-Total		$ 75,050.40

Other Projects (8 Month Extension)	Work Wk	Hrs per Wk	Total Hrs	Rate	Fee
Senior Project Manager	36	40	1440	$ 109.79	$ 158,097.60
Program Manager	36	1	36	$ 162.30	$ 5,842.80
Document Control Clerk	52	4	208	$ 23.19	$ 4,823.52
Reimbursables			**Total (M)**		
Cellular Telephone			8	$ 90.00	$ 720.00
Vehilcle			8	$ 207.00	$ 1,656.00
Reproduction Cost			8	$ 250.00	$ 2,000.00
Computer & Software			1		$ 2,000.00
			Sub-Total		$ 175,139.92

Total Fee	$ 250,190.32
Rounded Downward	$250,000

11-28-05 Normandy Isle Park _Extended PM Services.xls

Condensed Title:

A resolution by the Mayor and City Commission approving assignment of the Agreements with EDAW, Inc. to a new merged firm to be named EDAW II.

Key Intended Outcome Supported:

Ensure Well Designed Quality Capital Projects.

Issue:

Should the City Commission approve the assignment of Agreements with EDAW?

Item Summary/Recommendation:

The City of Miami Beach and EDAW, Inc. have entered into several Agreements for professional services for a number of Projects in the City. These Agreements include the Flamingo/Lummus Neighborhood Improvements, dated July 18, 2001; the Oceanfront Neighborhood Improvements, dated May 16, 2001; the Flamingo Park Renovations, dated May 5, 2004; the Botanical Gardens Renovations, dated December 3, 2004; Star, Palm, Hibiscus, Neighborhood Improvements, dated June 16, 2001; and others.

On October 27, 2005, the City received a letter from EDAW, Inc. (EDAW) informing the City that they had entered into a merger Agreement on September 29, 2005 with AECOM Technology Corporation, Inc. (AECOM) and subsidiaries with respect to the acquisition of EDAW by a merger of a subsidiary of AECOM with EDAW and a subsequent merger of the merged firms with another AECOM subsidiary (Attachment 1). The merged firms have become a wholly owned subsidiary of AECOM on the effective date stated above and will subsequently be known as EDAW II.

The Agreements with the City require that EDAW provide written notice to the City of any changes or assignments of the Agreements and they have complied by means of the letter mentioned above. The Agreements also require that the final approval of the assignment of the Agreements be made by the Mayor and City Commission by means of a Resolution as stated in Paragraphs 3.5.2 and 3.5.3 of the Agreements (Attachment 2). The name of EDAW will be changed to EDAW II by Amendment as approved by Resolution. The new entity, EDAW II, will agree to assume all obligations under the Agreements and to be bound by all of the obligations under the existing professional services Agreements between EDAW and the City. Based on the aforementioned, the Administration recommends approval of the assignment of all Agreements between the City of Miami Beach and EDAW, Inc. to the new merged firm of EDAW II.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JECM	TH	

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACKNOWLEDGING THE MERGER BETWEEN EDAW, INC. AND AECOM TECHNOLOGY CORPORATION, INC., AND CONSENTING TO THE ASSIGNMENT OF ALL CURRENT AGREEMENTS BETWEEN EDAW, AS ASSIGNOR, AND THE CITY, TO THE NEW RESULTING MERGED FIRM OF EDAW II, AS ASSIGNEE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach and EDAW, Inc. have entered into several Agreements for professional services for a number of Projects in the City. These Agreements include the Flamingo/Lummus Neighborhood Improvements, dated July 18, 2001; the Oceanfront Neighborhood Improvements, dated May 16, 2001; the Flamingo Park Renovations, dated May 5, 2004; the Botanical Gardens Renovations, dated December 3, 2004; Star, Palm, Hibiscus, Neighborhood Improvements, dated June 16, 2001; and others.

On October 27, 2005, the City received a letter from EDAW, Inc. (EDAW) informing the City that they had entered into a merger Agreement on September 29, 2005 with AECOM Technology Corporation, Inc. (AECOM) and subsidiaries with respect to the acquisition of EDAW by a merger of a subsidiary of AECOM with EDAW and a subsequent merger of the merged firms with another AECOM subsidiary (Attachment 1). The merged firms have become a wholly owned subsidiary of AECOM on the effective date stated above and will subsequently be known as EDAW II.

The merged firms will continue to provide the professional services in the Agreements with the City and they anticipate that the staff and management of EDAW will remain after the merger and that the merged firm of EDAW II will continue to provide the same quality of service with the same staff as previously provided by EDAW.

The Agreements with the City require that EDAW provide written notice to the City of any changes or assignments of the Agreements and they have complied by means of the letter mentioned above. The Agreements also require that the final approval of the assignment of the Agreements be made by the Mayor and City Commission by means of a Resolution as stated in Paragraphs 3.5.2 and 3.5.3 of the Agreements (Attachment 2).

The subject Resolution will serve to make the assignment of any and all Agreements existing between the City and EDAW to the new merged firm of EDAW II and the

Agreements will remain in full force and effect after the effective date of the Assignment stated above. The name of EDAW will be changed to EDAW II by Amendment as approved by Resolution. The new entity, EDAW II, will agree to assume all obligations under the Agreements and to be bound by all of the obligations under the existing professional services Agreements between EDAW and the City.

CONCLUSION

Based on the aforementioned, the Administration recommends approval of the assignment of all Agreements between the City of Miami Beach and EDAW, Inc. to the new merged firm of EDAW II.

Attachments
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EDAW

EDAW INC

150 CHESTNUT STREET

SAN FRANCISCO CALIFORNIA

94111

TEL 415 433 1484

FAX 415 788 4875

www.edaw.com

October 27, 2005

Via Federal Express

City Manager
c/o Assistant City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Dear Madam/Sir:

EDAW, Inc., a California corporation ("EDAW") entered into a Merger Agreement on September 29, 2005, with AECOM Technology Corporation ("AECOM") and certain of its subsidiaries with respect to the acquisition of EDAW by merger of a subsidiary of AECOM with and into EDAW (the "Merger") and a subsequent merger of the surviving corporation of the Merger with and into another wholly-owned subsidiary of AECOM that is incorporated in Delaware (the "Second Merger"). On the effective date of the Merger and the Second Merger (the "Effective Date"), and as a result of the Merger and the Second Merger, EDAW will become a wholly owned Delaware subsidiary of AECOM ("EDAW II").

It is important to note that the staff and management of EDAW are anticipated to remain after the Merger is consummated, and that other than corporate changes directly related to the transactions described above, very little change is anticipated to arise out of the Merger otherwise. EDAW will continue to be the quality service provider that it has always been, with the same breadth of mission and capacity.

Pursuant to the professional services agreement entered into between EDAW and the City of Miami Beach and dated 7/18/01 (the "Agreement"), EDAW is required to provide you written notice of any assignment of the Agreement and to seek your written consent for such assignment. Accordingly, EDAW is requesting consent to the assignment by EDAW to EDAW II (operative as of the Effective Date) of all of EDAW's rights and obligations under the Agreement, including those arising prior to the Effective Date pursuant to the Merger and the Second Merger (the "Assignment"). Furthermore, we are seeking your consent and agreement that EDAW II shall be substituted for all purposes for EDAW in relation to the Agreement and all matters related to the Agreement and performance thereunder.

EDAW believes that this transaction is a natural and healthy step that will only enhance and deepen EDAW's capacity to grow in its influence in the design and construction industry. EDAW is proud of its over 60 years of history, and equally proud of it relationship with the City of Miami Beach. We look forward to future business dealings together, and appreciate the trust and confidence that you have placed in our firm.

By signing below, the City of Miami Beach gives its written consent to the Assignment and agrees that such Assignment does not constitute a breach of

EDAW INC

150 CHESTNUT STREET

SAN FRANCISCO CALIFORNIA

94111

TEL 415 433 1484

FAX 415 788 4875

www.edaw.com

the Agreement and that the Agreement will remain in full force and effect until and after the Effective Date notwithstanding the Assignment.

Please execute this letter where indicated below and fax it to 415.955.2955 to my attention no later than November 11, 2005. After making a copy for your records, please then send the original to:

Brodie Stephens
General Counsel
EDAW, Inc.
150 Chestnut Street
San Francisco, CA 94111

Thanks very much for your cooperation in this matter. We appreciate your assistance and interest in our continuing business relationship.

Yours truly,

Brodie Stephens
General Counsel

Cc: Capital Projects Coordinator, City of Miami
Office of the City Attorney, City of Miami
David Troncale, Business Manager
Cc: EDAW Business Manager

AGREEMENT AND CONSENT:
City of Miami Beach

_____
Printed Name

_____
Title

_____
Signature

_____
Date

counseling services as may be required at any time for the Project, including such auditing services as the City may require to verify the Consultant's applications for payment or to ascertain that Consultant has properly remitted payment due to subconsultants or vendors working on the Project for which Consultant has received payment from the City.

3.4 The City shall furnish required information and services and render approvals and decisions in writing as reasonably expeditious as necessary for the orderly progress of the Consultant's Services. No approvals required by the City during the various phases of the Project shall be unreasonably delayed or withheld; provided that the City shall at all times have the right to approve or reject any proposed submissions of Consultant for any reasonable basis.

3.5 The City Commission shall be the final authority to do or to approve the following actions or conduct by passage of an enabling resolution or amendment to this Agreement.

3.5.1 The City Commission shall be the body to consider, comment upon, or approve any amendments or modifications to this Agreement, except when noted otherwise (i.e., where delegated to the City Manager or his designee) in this Agreement.

3.5.2 The City Commission shall be the body to consider, comment upon, or approve any assignment, sale, transfer or subletting of this Agreement or any interest therein and any subcontracts made pursuant to this Agreement. Assignment and transfer shall be defined to include sale of the majority of the stock of a corporate Consultant.

ATTACHMENT Nº 2

3.5.3 All required City Commission approvals and authorizations shall be expressed by passage of an appropriate enabling resolution and, if an amendment, by the execution of an appropriate amendment to this Agreement.

3.5.4 The City Commission shall hear appeals from the administrative decision of the City Manager's appointed designee(s), upon the Consultant's written request, in which case the Commission's decision shall be final.

3.5.5 The City Commission shall approve or consider all Contract Amendments that exceed the sum of twenty five thousand dollars ($25,000.00) (or other such amount as may be specified by the City of Miami Beach Procurement Ordinance, as amended).

3.6 The City Manager or his designee(s) shall serve as the City's representative to whom administrative requests for approvals shall be made and who shall issue authorizations (exclusive of those authorizations reserved to the City Commission) to the Consultant. These authorizations shall include, without limitation: reviewing, approving, or otherwise commenting upon the schedules, plans, reports, estimates, contracts and other documents submitted to the City by the Consultant.

3.6.1 The City Manager shall decide, in his professional discretion, matters arising pursuant to this Agreement which are not otherwise expressly provided for in this Agreement, and shall attempt to render administrative decisions promptly to avoid unreasonable delay in the progress of the Consultant's Services. The City Manager, in his administrative discretion, may consult with the City Commission concerning disputes or matters arising under this Agreement regardless of whether such matters or disputes are enumerated herein.

3.6.2 The City Manager shall be authorized, but not required, at the request of

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACKNOWLEDGING THE MERGER BETWEEN EDAW, INC. AND AECOM TECHNOLOGY CORPORATION, INC., AND CONSENTING TO THE ASSIGNMENT OF ALL CURRENT AGREEMENTS BETWEEN EDAW, AS ASSIGNOR, AND THE CITY, TO THE NEW RESULTING FIRM OF EDAW II, AS ASSIGNEE.

WHEREAS, the City and EDAW, Inc. (EDAW) have entered into several agreements for professional services for a number of projects in the City; and

WHEREAS, these agreements include the Flamingo/Lummus Neighborhood Improvements, dated July 18, 2001; the Oceanfront Neighborhood Improvements, dated May 16, 2001; the Flamingo Park Renovations, dated May 5, 2004; the Botanical Gardens Renovations, dated December 3, 2004; and others (the Agreements); and

WHEREAS, on October 27, 2005, the City received a letter from EDAW informing the City that it had entered into a merger agreement on September 29, 2005 with AECOM Technology Corporation, Inc. (AECOM) and its subsidiaries with respect to the acquisition of EDAW by a merger of a subsidiary of AECOM with EDAW and a subsequent merger of the merged firms with another AECOM subsidiary (Attachment 1); and

WHEREAS, the merged firms, including EDAW, have become a wholly owned subsidiary of AECOM on the effective date stated above and the new entity will subsequently be known as EDAW II; and

WHEREAS, the Agreements require that EDAW provide written notice to the City of any changes or assignments of the Agreements, and it has complied by means of the letter referenced in Attachment 1 hereto; and

WHEREAS, the Agreements also require that the final approval of the assignment of the Agreements be made by the Mayor and City Commission, as set forth in Paragraphs 3.5.2 and 3.5.3 of the Agreements (Attachment 2); and

WHEREAS, the name of EDAW will be changed to EDAW II by amendment to the Agreements, and EDAW II, as assignee and the new successor in interest to EDAW, (as assignor), under the Agreements, will assume all obligations under said Agreements and be bound by all of the terms and conditions therein.

NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby acknowledge the merger between EDAW, Inc., and AECOM Technology Corporation, Inc., and consent to the assignment of all current agreements between EDAW, as assignor, and the City, to the new resulting firm of EDAW II, as assignee; and approve that the new name of EDAW II, as successor in interest to EDAW, will be substituted in all Agreements for the existing name of EDAW, and that EDAW II shall assume all obligation under the Agreement s and be bound by all of the obligations under said Agreements.

PASSED AND ADOPTED this _____ day of _____, 2005.

ATTEST:

_____ _____

CITY CLERK MAYOR

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12-2-05
Date

Condensed Title:

A Resolution of the Mayor and City Commission approving and authorizing the Mayor and City Clerk to execute an amendment to the current professional services agreement with The Corradino Group in the amount of $120,280 for the provision of additional construction administration and testing services during completion of the construction of Normandy Isle Park & Pool Facility, to be appropriated from the Pay-As-You-Go Capital Fund.

Key Intended Outcome Supported:

Ensure Well Designed Quality Capital Projects

Issue:

Should the Mayor and City Commission adopt the aforementioned Resolution to approve additional construction administration service and other fees for The Corradino Group as a result of the project's extended schedule and needs?

Item Summary/Recommendation:

The Normandy Isle Park & Pool project has experienced significant construction delays a result of several factors such as the removal of the Park portion of the project from Regosa which was later re-introduced and awarded separately to a Job Order Contractor (JOC); the subsequent termination of Regosa; settlement negotiations with the surety company; securing as-built plans of the work completed by Regosa; discussions with the Building Dept. to address minimum permit requirements; securing JOC contractor proposals; coordination with the various sub-consultants for up-dating drawings and securing signed and sealed plans; and re-submittal of contract documents for review. The Corradino Group (TCG) has been involved in the re-permitting process with the City starting with providing an as-built Survey of construction at the time of Regosa's termination through the current review process with the Building Dept. to re-issue the construction permit. TCG's services have also included: providing additional review of construction documents in conjunction with assessment of existing site conditions; evaluating defective work by the previous contractor, as well as providing recommendations to correct these conditions; attending additional site construction progress and other coordination meetings on both the park and pool portions of the Project; presenting construction documents for review by the Building Department during the re-permitting process; responding to requested modifications; and providing a new set of signed and sealed construction plans for both portions of the Project. Construction of the Pool portion is estimated to be 60% complete and, although site conditions and recent weather events have impacted the project schedule, it is expected that substantial completion will be achieved by July 2006. Consequently, the extended construction schedule requires TCG to provide additional and reimbursable construction management services for the park portion of the Project. TCG has completed the re-permitting of the Park portion of the project, including providing additional drainage design drawings, and is currently providing additional construction administration services. As a result of both of the Project's portions extended schedules, an additional appropriation in the amount of $120,280 will be required for construction administration services for the park portion and for other services for the pool portion of the Project. The negotiated fee totals $160,000 plus $10,700 for the as-built Survey plus $2,300 for the redesign of an ADA, ramp less $52,720 previously appropriated for construction administrative services and other services for the pool portion of the Project. Based on the above, an appropriation, in the amount of $120,280, for the additional services is required to maintain the continuous involvement of the consultant in the Project until completion.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$120,280	Pay-As-You-Go Capital Fund	
Total	$120,280		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Jorge Cano, CIP Assistant Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Jorge Chartrand	Tim Hemstreet	

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MIAMIBEACH

AGENDA ITEM C7F

DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 5 TO THE CURRENT PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND THE FIRM OF THE CORRADINO GROUP, DATED JULY 12, 2000, IN THE AMOUNT OF $120,280, FOR THE PROVISION OF ADDITIONAL CONSTRUCTION ADMINISTRATION & TESTING SERVICES, FOR THE COMPLETION OF NORMANDY ISLE PARK & POOL FACILITY; AND APPROPRIATING $120,280 FROM THE PAY-AS-YOU-GO CAPITAL FUND.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Pay As you Go capital Fund.

ANALYSIS

Following authorization from the Mayor and City Commission on July 16, 1997, the City entered into an Agreement with The Corradino Group (TCG) (formerly known as Carr Smith Corradino) for professional services related to the Parks Master Plan Bond Program sites which included the Scott Rakow Youth Center; the Flamingo Pool; and the Normandy Park & Pool; in the amount of $536,068 (the Agreement). All of the consulting services fees included in the Agreement have been exhausted in the completion of the Scott Rakow Youth Center and the Flamingo Pool as well as the Normandy Park & Pool prior to the Regosa Engineering, Inc. (Regosa) default.

The Normandy Isle Park & Pool project has experienced significant construction delays as a result of several factors such as the removal of the Park portion of the project from Regosa which was later re-introduced and awarded separately to a Job Order Contractor (JOC); the subsequent termination of Regosa's contract; settlement negotiations with the surety company; the securing of as-built plans of the work completed by Regosa; discussions with the Building Dept. to address minimum re-permitting requirements; the securing of JOC contractor proposals; coordination with the various structural, architectural, mechanical and electrical sub-consultants for up-dating the drawings and securing signed and sealed plans; re-submittal of contract documents for review by the Building Dept. for the re-issuance of the construction permit; and resolving new issues raised by the Building Dept. after completing the review.

During the construction period, TCG invested time in trying to enforce contract document requirements on Regosa, the contractor for the pool portion of the Project. TCG continued to be engaged on the Project, after the default of Regosa, which was approved by the City Commission on June 9, 2004 by Resolution No. 2004-25595, therefore exhausting a portion of the previously contracted services, in the amount of $52,720 (Exhibit 1).

Subsequent to Regosa's termination, a settlement with the surety company, St. Paul Travelers (St. Paul), was reached and approved by the City Commission on July 6, 2005 and the City proceeded to secure a Job Order Contracting (JOC) agreement with PASS International Inc. (PASS) for the pool portion of the Project. PASS had already been contracted for the park portion of the Project. Pass was issued an initial Notice to Proceed for some areas of the park portion of the Project on March 30, 2005 (Exhibit 3) and was issued a Notice to Proceed on August 10, 2005 (Exhibit 4) for the pool portion of the Project. Throughout this period TCG continued to assist the City with both portions of the Project in order to bring them to conclusion.

TCG also completed the re-permitting of the park portion of the Project, including providing additional drainage design drawings, and is currently providing construction administration services. The additional services agreement previously approved, (Exhibit 1), contained construction administration services for the pool portion of the project but did not contain any construction administration services for the park portion.

Additional construction administration services included in the new proposal (Exhibit 2) are for the park portion of the Project. The park portion is currently estimated to be seventy percent (70%) complete and is expected to achieve substantial completion status by February, 2006. These additional construction administration services are described in Task No. C of Exhibit 2 which were not previously requested by TCG or approved by the City. These services have been partially provided throughout the construction of the park portion of the Project and are further required for the continuous participation of the consultant in the completion of the park.

Construction of the pool portion is currently estimated to be sixty percent (60%) complete and, although site conditions and recent weather events have impacted the project schedule, it is expected that substantial completion status will be achieved by July, 2006. TCG has expended some of the services for the construction of the pool portion of the Project and will continue to participate in this process until completion. No further additional service fees will be approved from this involvement since they are included in the previously approved agreement presented herewith as Exhibit 1.

TCG has been involved in the re-permitting process with the City's Building Dept. starting with the preparation of an as-built Survey of construction at the time of Regosa's termination through the current review process with the City's Building Dept. to re-issue the construction permit. . Plans for the re-permitting of the pool portion of the project were submitted to the Building Dept. on September 9, 2005. Some of the services for this effort are a part of Phase A as delineated in Exhibit 1 previously referenced and attached herewith and are not part of the new request. TCG's services also included providing additional review of construction documents in conjunction with the assessment of existing site conditions; evaluating defective work by the previous contractor; and the preparation

of an inspection report detailing the findings, outlining required corrective actions and providing recommendations for methods of correction. A portion of these services, such as the as-built Survey, are additional and are delineated in Task No. D of Exhibit 2 previously referenced and attached herewith. The other portion of the services is part of the previous agreement and is delineated in both Exhibit 1 and Exhibit 2.

The extended construction schedule for both projects requires that TCG provide additional construction management and reimbursable services. As a result, an additional appropriation, in the amount of $120,280, will be required for construction administration services for the park portion already in progress, for additional services necessary for the re-procurement and the re-permitting of the pool portion, and for the as-built survey and the redesign of an ADA ramp. These services are described in Task No. D of Exhibit 2.

The fee established after negotiations amounts to a total of $160,000 for various services plus $10,700 for the as-built Survey and $2,300 for the redesign of the ADA ramp requested by the City's Building Department. This total fee of $173,000 includes the previously approved appropriation, in the amount of $52,720, for the Inspection and Existing Conditions Assessment and the Construction Administration services of the pool portion of the Project. The difference between the total fee and the additional fees results in the required appropriation, in the amount of $120,280, to complete the construction of both portions of the Project.

It is important to note that TCG has noted that they cannot continue to actively participate further in the Project without these proposed additional services. Given the importance of the subject Project, the complexity of the delays and the re-procurement efforts, and the need for the consultant's involvement in the Project, the Administration considers these additional services for a variety of activities necessary for the successful completion of the Normandy Park and Pool.

CONCLUSION

Based on the aforementioned, the Administration recommends appropriating $120,280 from the Pay-As-You-Go Capital Fund for the additional services and the continuing involvement by The Corradino Group in the construction of the Normandy Park and Pool Project until completion.

Attachments
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MIAMIBEACH

OFFICE OF THE CITY MANAGER

NO. LTC #300-2005

LETTER TO COMMISSION

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 2, 2005

SUBJECT: **ARCHITECT ENGINEER ADDITIONAL SERVICES FOR CONSTRUCTION ADMINISTRATION**

At a previous Finance & Citywide Projects Committee, the Administration was directed to prepare an item for discussion regarding the policies for awarding additional services to City Consultants and regarding the layering of fees for Architect/Engineers (A/E), Program Managers (PM) and the Capital Improvement Projects Office (CIP) staff. The purpose of this Letter to Commission (LTC) is to present brief explanations on the methods for procurement of A/E and construction contracts, general standards in the industry for awarding additional services to A/E's, and the reasoning behind the project management layers in the City. It is important to keep in mind during the discussion the complexity and magnitude of the construction program in which the City is currently involved as well as the factors that have influenced the commissioning of A/E firms by the City to respond to the varied and intricate consulting needs of the various types of projects in the Program.

A follow-up discussion on this and other CIP related issues is being developed and will be scheduled as a Finance and City Wide Projects Committee meeting in the near future. In the meantime, I hope this information is helpful in understanding some of the challenges of the construction industry in Miami Beach.

A brief history is necessary prior to discussing the rationale used by the Administration in negotiating and awarding consulting agreements. Prior to the creation of the CIP Office, the consulting agreements format by which the City retained the services of A/E firms were less than appropriate in establishing the value of contracts as well as in delineating the scope of the services. Some of these agreements are still in place and must be addressed on the basis of the conditions established in those agreements. Most of these contracts have now expired and the CIP office, with the assistance of the City Attorney's Office, has developed a new agreement format which more clearly delineates the services scope for consultants and that describes in more detail the tasks to be performed by the consultants. The new agreements also allow for a better distinction between contracts which are primarily of an infrastructure and right of way nature and those which are primarily concerned with vertical construction. This was done to facilitate the description of tasks and the negotiation of service fees.

The CIP Office, however, must still manage projects and processes that are based on the previous contract generation as well as those that are based on the new generation of contracts. This distinction is important because some of the previous agreements address the awarding of additional services to the A/E's in a different manner than the more recent ones. The evaluation of additional services for time is sometimes different in the two generations of contracts and therefore must be addressed differently when requests for additional services are made. The older generation of contracts contained clauses for time

extensions which were specifically dependent on the project schedules included in the agreements. The new contract version more specifically defines the tasks to be performed and how additional services may be considered as they relate to the tasks and to time.

Because of the above, the CIP Office is obligated to address additional services requests from A/E's and to present them to the City Commission in a manner that is consistent with the content of the particular contract in place. It is also important to note that within the consulting industry it is customary to provide additional services to consultants under any contract type when there are significant time extensions that occur through no fault of the consultant. If City decisions, construction events, or other reasons beyond the control of the consultant cause extensive additional services during the Construction Administration (CA) phase of a project, then the consultant is entitled to additional compensation for the time to be expended beyond the original established schedule of a project while serving the needs of the project and the City.

One of the issues which have been raised is the award of additional services to a consultant when CA values were included in an original agreement and represented as a lump sum based on a percentage of the overall fee as the fee relates to the total construction cost. Under this scenario, which is not uncommon in the industry, a total fee is represented as a percentage of the construction value and the different aspects of the consulting services are represented as percentages of the total fee. As it relates to the current concern on additional services for CA, for example, if a Project is valued at $1 million and the consulting total fee is valued at $100 thousand, and the percentage for CA is expressed as twenty percent (20%) of the total fee, the lump sum value of the CA would be $20 thousand.

It has been argued that this lump sum fee is the maximum the consultant is entitled to and that additional services due to time extensions on the construction schedule do not justify additional fees for the consultant. This argument would be based on the premise that additional time does not necessarily increase the level of effort for the consultant since the scope of the services remains the same in terms of tasks to be performed. What the Administration would argue is that when a project's time schedule is extended significantly through no fault of the consultant, even if the individual tasks in the scope of services are not significantly increased, the need for the availability of the consultant to address issues with the construction does increase. Under this premise it becomes necessary to address compensation for the continuing involvement of the consultant in the CA of the project until completion.

It needs to be understood that the services provided during the CA period, such as the response to Requests for Information (RFI), evaluation of Change Proposals (COP), review of submittals and shop drawings, etc. are often complex and time consuming and frequently are the cause for time extensions on Projects. This is because RFI's and COP's are often the result of unforeseen issues on the project sites or of additional scope requested by the Owner. In such cases, the additional efforts of the consultant must be compensated since they could not have been envisioned at the time of entering into an agreement and could not have been represented as a simple percentage of construction value. Construction projects, especially many of those in the City's Program, are complex and require close attention from the consultant given the ongoing involvement of internal City clients, City residents and other factors that often result in a modification and/or addition to a project's scope. Consequently, it is not possible or realistic for a consultant to anticipate all these unknown factors when entering into an agreement and therefore the initial lump sum for CA often represents only a very standard and not complex process.

It also must be understood that frequently the requests for additional services presented by the consultants and submitted for approval by the Administration are not limited to time extensions only but also to other services which are either additional to a project's scope or generated by the time extension itself. In these cases, both the old and the new generation of contracts provide for the proper submittal by the consultant of substantiated additional services proposals. The City is then obligated to evaluate the proposals validity and content in relation to the contractual provisions and to analyze the proposed value. This service is currently provided by the CIP staff and where applicable by PM staff. All proposals for additional services presented by the City for approval go through this rigorous process and are carefully evaluated prior to submittal to the City Commission.

One distinction that may be made is that the new generation of agreements delineates the consultant's tasks more specifically and defines the value and time of those tasks more extensively. As a result, when the new agreements are entered into by the City and a consultant, it is now easier to establish the value of the CA involvement and it is usually expressed in specific tasks and in specific time periods as well as time expenditures to accomplish the tasks. Therefore, for example, the review of RFI's is a single task item and the value of the task as well as the time necessary to accomplish it is represented in the agreement. This facilitates the evaluation of additional services requests and makes it easier for both parties to agree on the validity and appropriateness of the requests for additional effort. Requests due to time extensions are then more easily analyzed and their value and validity more easily established by City staff.

What is also important to note is that when consultants are either denied or constrained in their requests for legitimate additional services during CA, the result is a lesser level of service that usually impacts the quality of a project's construction. Consultants that believe their total service fees are not commensurate with the expected level of effort will most commonly reduce that level of effort in order to compensate for the labor hours which were determined when the lump sum fee was negotiated. The City has experienced this practice in some projects, especially those under the old generation of contracts and those which have lingered in the City due to varied factors. When this practice occurs, the project suffers and the schedule, quality, and completeness, are affected. Because of this, it is usually more advisable to fairly negotiate legitimate additional services that can be justified in order to maintain the integrity of projects.

One of the reasons the City has experienced some successes, especially since the creation of the CIP Office, is as a result of the quality and thoroughness in project management that comes from having an assigned City staff and a Program Manager. Although at times it may appear that there is an additional layer of the same service, the reality is that each group involved in the management of projects serves a unique function and with a different role. The A/E's responsibilities are fairly straight forward and include the planning, design, bidding and permitting assistance, and the construction administration of projects. This role is well defined and is traditional in the construction industry.

The CIP staff has the responsibility of representing the City's interests and is therefore more involved with the oversight of the A/E's, the PM and the contractor's performance as well as with the management of the project's funds and finances. This staff is not directly involved in the project's design and is not involved in addressing issues during construction; this is the role of the A/E. City staff, though, serves as liaison between the different City departments and regulatory agencies involved in projects; between the A/E and the

contractor and the internal City clients; and with the residents, the Administration and the City Commission. Therefore the CIP Office is involved in much more than project management and the value added to the project's process is much more than the traditional owner's representative role. If City staff were not present the role of representing the owner's interests would be deferred to the consultant and would generate additional costs for the additional effort. Ultimately, though, the City's interests are better represented by City staff rather than an outside agent.

The PM was retained for the purpose of providing assistance and support to the City's staff because it is usually not possible for an owner to embark on such an ambitious program as that in which the City is involved with the limited staff levels that any organization of this kind can reasonably carry. It must be noted here that the value of the overall capital improvements program has doubled since its inception and it is now in the range of $500 million. This kind of growth in scope and value necessarily generates the lengthening of project schedules and therefore can generate additional services requests from the A/E. It is usually more cost effective and more efficient to retain the services of a large organization that can offer the varied services that a PM can provide, such as coordination management between all the entities involved, time and schedule management, record keeping, inspection and resident representatives services, etc. than for an owner to recruit the necessary staff for such an endeavor. The role of the City's PM is as described above and cannot be viewed as an additional layer but rather as additional support to the City's program.

Additionally, it must be recognized that there is a relationship between the procurement and definition of scope for the services of A/E's and the procurement of construction contracts. Depending on how a construction contract is awarded, the involvement, responsibility, and extent of service by the A/E can vary. For example, the traditional design-bid-build (DBB) procurement approach requires that the A/E be heavily involved in all aspects of the process from planning through bid through construction and therefore, because their services are more extensive consequently the value of those services must be higher.

Under this method of procurement, the A/E must be heavily involved in the CA phase of a project because of their strong commitment to insure the contractor complies with all aspects of the contract documents and to insure that the end product is compatible with the project scope. This approach also often results in the contractor under valuing the project in order to win the bid and then reducing quality or requesting change orders in order to complete the project. This situation requires more involvement from the A/E and often results in the need for additional CA services. Under this scenario, the CIP staff is more closely involved in the oversight of the A/E and the contractor and in safeguarding the City's interests and the City's financial commitments.

When a design-build (DB) approach is used, the contractor and A/E team up to provide complete services from planning to completion of construction but in this case the A/E usually reports to the contractor and not the owner. The team is selected both for quality as well as cost but the designer traditionally responds to the needs of the contractor once the cost is established and the team enters into an agreement with the City. The DB approach provides the benefit of having one entity responsible for the complete project, generally eliminates the conflicts between A/E's and contractors that often arise, and provides for better accountability and efficiency. It also often leads to economies on the projects and minimizes change orders since the team is responsible for the quality, completeness, and correctness of the design and because value engineering efforts are performed during the

process by the team. In this scenario the CIP staff is responsible for monitoring the performance of the team but the services of the A/E are the responsibility of the DB team and therefore the contact between CIP and the A/E is somewhat remote. The result is that compensation to the A/E during the CA phase is minimized or eliminated since they are part of a team and only limited construction change orders arise.

Under the Construction Manager at Risk (CMR) approach the owner enters into agreements with both an A/E and a contractor early in the process. They are both independently responsible for the design as well as for the value of the project as it relates to established budgets. During the design process the contractor provides constructability, value engineering, and construction methods advice so that the final construction documents lead to a more accurate price. The end result is a Guaranteed Maximum Price (GMP) from the contractor which is subject to restrictions in change orders requests and minimizes or eliminates additional costs to the owner. In this approach the CIP staff is involved in monitoring both the A/E and the contractor throughout the complete project process. This scenario tends to minimize additional services requests from the A/E since most of the issues which may arise during construction are addressed during the team design approach. Additional costs from the contractor, including time extensions, are also minimized since the GMP method prohibits most project cost adjustments.

Risk to the owner in these procurement approaches is different. The DBB method distributes risk to all parties involved with the owner usually the most responsible for costs, the A/E most liable for the design, and the contractor more liable for time issues and quality of construction. This approach, though, usually leads to a more adversarial relationship throughout and to additional costs.

The DB method assigns most of the risk for the design and the construction to the DB team and minimizes the owner's risk. The approach usually leads to a slightly higher cost for the project since the owner pays a premium for the A/E involvement in the team and a premium for the construction because of the minimization of change orders and additional services since the contractor adds a safety factor to the project cost to account for possible unforeseen events. The cost upfront, though, leads to better control by the owner of the overall project and it also minimizes additional costs during the process.

The CMR method assigns almost all the risk to the contractor but the owner pays a premium upfront in the project cost since the CMR will include a fee and additional general conditions to protect against unforeseen events for which the CMR will be responsible. The advantage is that the cost is negotiated upfront, is generally not increased during construction, and the responsibility for the project in terms of time and cost is mostly on the contractor with less flexibility than on a DBB or DB approach. This leads to the contractor being more efficient, to increased productivity, and to few or no change orders. Under this approach time is of the essence to the contractor because there will be no compensation considered for delays.

In view of the above, the Administration's position is that additional services to consultants during the CA phase of construction of a project is dependent on many factors. The method of procurement of the A/E as well as of the contractor has an impact on how additional services requests are evaluated and approved. The nature of the contract in place, whether the old or the new generation, also has an impact. The type of procurement method, whether DBB, DB or CMR, may lead to a lesser responsibility by the owner for additional costs from either the A/E or the contractor and to increased transfer of risk away from the owner and to the A/E or the contractor. But it is important to note that not all projects lend

themselves to the same procurement approaches and that therefore, the CIP staff currently evaluates each project carefully and recommends to the Administration which procurement method best fits a project with the assistance of the City's Procurement Division and the Program Manager.

Attached is a schedule that briefly presents the three primary methods of project procurement and describes criteria that impacts the costs as well as the management of projects. The schedule briefly describes consultant selection, additional services, risks, advantages and disadvantages, and others. The schedule provides a general overview of the three different methods and offers sample projects where the City has used the methods.

I trust that this Letter to Commission provides the information requested and provides the starting point for the discussion on additional services for Construction Administration by Architect/Engineers and on the effectiveness of the different layers of project management in the City and their distinct roles. Please feel free to contact me if you have further questions on this matter.

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DESIGN & CONSTRUCTION OPTIONS

Alternative methods have been developed to address weaknesses in the traditional design-bid-build scenario and, as a result, a number of options are available for selecting the best delivery method for construction projects. The selection of the most appropriate procurement options for design and project management services, as well as the construction delivery method needs to be made with careful consideration of budget, project complexity, risk assessment, strategic objectives and other key planning criteria.

	DESIGN-BID-BUILD	DESIGN-BUILD	CONSTRUCTION MANAGER AT RISK
EXAMPLE PROJECT:	*REGIONAL LIBRARY*	*WASHINGTON AVE. STREETSCAPE*	*FIRE STATION # 2*
GENERAL	The most traditional approach, involving a contract between the owner and the architect / engineer to design the project, and a separate contract between the owner and contractor to construct project. Requires owner to have project management expertise and time to devote to the project.	The owner enters into a single contract with a design/builder to both design and build the project. The contractor is the lead service provider, primarily because they carry the bonding and insurance capabilities that are needed to meet construction contract requirements.	The owner enters into a contract with an architect / engineer and a second contract with a construction manager to both coordinate and build the project.
CONSULTANT / CONTRACTOR SELECTION	Designer - A/E selected by City from a pre-approved list for construction under $500,000, or by issuing Request for Qualifications (RFQ) for construction greater than $500,000. A/E provides design and prepares construction and bid documents used for construction procurement.	Design-Build Team - City hires a single Design-Build Team, typically a joint venture between a contractor and a designer.	Contractor - City hires the contractor early in the design phase to assist the designer. The contractor is responsible for providing value engineering and constructability reviews during project design phase.
CONSTRUCTION PROCUREMENT	City issues an Invitation to Bid and awards construction contract to the lowest responsive and responsible bidder.	City issues a single Request for Proposal (RFP) for design and construction services and awards contract on the basis of qualifications and cost.	City issues a Request for Qualifications (RFQ) for design services and a Request for Proposal (RFP) for contractor pre-construction services. City then issues a request for a Guaranteed Maximum Price (GMP) from Contractor that is negotiated.
CONSTRUCTION MANAGEMENT	Construction Manager (CM) - CM services may be provided by internal resources (City) or outside A/E firms.	Project Manager - City may hire Design Criteria Package Professional (A/E) to develop project scope and technical requirements, provide constructability review, and monitor project progress.	Project Manager - City may provide oversight services with internal resources
PROFESSIONAL / ADDITIONAL SERVICE COSTS	A/E consultant compensated for additional services triggered by legitimate time extension / project delays. Funded as required.	A/E compensation is limited during construction period by A/E's involvement in the Design-Build Team.	Additional costs are limited by obtaining a GMP and transferring most of the risk to the Contractor
CONSTRUCTION COSTS & CHANGE ORDERS	Contractors sometimes bid low in order to win the project and then hope to make up the loss in profits through change orders. Change orders may also result as a result of the inability to review design with a contractor during the design phase.	City is able to better control additional costs as a result of the Design-Build Team approach.	By assuming all risk and costs associated with time extensions, delays, and unforseen conditions, costs associated with time extensions are factored into the CM @ Risk Contractor's price .
PROJECT DEVELOPMENT AND CONSTRUCTION PERIOD	The separation of design and construction processes is time-consuming, since all design work must be completed prior to solicitation of the construction contract, thus resulting in the longest schedule.	Reduction of delivery time due to the capability of simultaneous design and construction work. Procurement of services is done just one time by retaining the Contractor / Designer team.	This scenario offer the opportunity to begin construction prior to completion of the design, where the CM can bid and sub-contract portions of the work at any time while design of unrelated portions is not complete
RISK ASSESSMENT	The owner faces exposure to contractor claims over design and constructability issues, since owner accepts liability for design in its contract with the contractor.	Design-Build team assumes the majority of the risk and owner is not held legally responsible for problems caused by the design/builder.	All risk is assigned to the CM @ Risk Contractor. CM @ Risk assumes costs associated with time extensions.
ADVANTAGES	City has control of the A/E through the selection process as well as through the determination of the project scope of services and design parameters	The primary benefit is the simplicity of having one party responsible for the development of the project Lines of accountability are clear with this approach and good communication, coordination and design efficiencies can be expected.	This approach reinforces advantage of construction manager as agent, in that owner would need to have less project manager expertise and time involvement.
DISADVANTAGES	The contractor pursues a least-cost approach to completing the project, requiring increased oversight and quality review by the owner. The absence of contractor input into the project design may limit effectiveness of the design. This approach tends to promote more adversarial relationships rather than cooperation or coordination among the contractor, the designer and the owner.	If owner agrees to an overall price at the start, prior to design completion, the price is likely to be high given the design/builder's need to protect itself against unknowns. If a separate construction price is negotiated, the design/builder is in a strong position with the negotiation given the lack of competitive bidding.	Relatively complicated approach and lines of accountability can be blurred. The "check and balances" system operates less well during construction, when the construction manager acts as the contractor rather than as the owner's agent. Construction costs high given that competitive bidding not used under this approach.

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO 5 TO THE CURRENT AGREEMENT BETWEEN THE CITY AND THE CORRADINO GROUP (FORMERLY KNOWN AS CARR SMITH CORRADINO) FOR PARKS MASTER PLAN BOND PROGRAM SITES SCOTT RAKOW YOUTH CENTER; FLAMINGO PARK; AND NORMANDY PARK; SAID AMENDMENT TO PROVIDE FOR THE PROVISION OF ADDITIONAL CONSTRUCTION ADMINISTRATION AND TESTING SERVICES, IN THE AMOUNT OF $120,280, DURING COMPLETION OF THE CONSTRUCTION OF THE NORMANDY ISLE PARK & POOL FACILITY TO BE APPROPRIATED FROM THE PAY-AS-YOU-GO CAPITAL FUND.

WHEREAS, On July 16, 1997, the Mayor and City Commission approved a Resolution authorizing the City to enter into an Agreement with The Corradino Group (formerly known as Carr Smith Corradino) for professional services related to the Parks Master Plan Bond Program Sites Scott Rakow Youth Center; Flamingo Park; and Normandy Park, in the amount of $536,068 (the Agreement); and

WHEREAS, The Corradino Group (TCG) has continued to perform architect/engineering services on these projects in an effort to complete the construction of the projects, even though its Agreement has not been amended to include the additional time and fees required for completion; and

WHEREAS, TCG has been involved in the re-permitting process of the Normandy Isle Park and Pool facility project, starting with providing an As-Built Survey of construction at the time of the former contractor, Regosa Engineering, Inc.'s, termination through the current review process with the Building Department to re-issue the construction permit; and

WHEREAS, TCG's services have also included providing additional review of construction documents in conjunction with assessment of existing site conditions; evaluating defective work by the previous contractor, as well as providing recommendations to correct these conditions; attending additional site construction progress and other coordination meetings; presenting construction documents for review by the Building Department during the re-permitting process; responding to requested modifications; providing a new set of signed and sealed construction plans; and

WHEREAS, construction of the Normandy Park portion is expected to achieve substantial completion status by February, 2006; and

WHEREAS, construction of the Normandy Pool portion is currently estimated to be 60% complete and, although site conditions and recent weather events have impacted the project schedule, it is expected that substantial completion will be achieved by July 2006; and

WHEREAS, the extended construction period will require TCG to provide necessary additional construction management services and shall include Inspection and Assessment of Existing Conditions as well as Construction Administration Services as follows: 120 days for the Normandy Park – Park Portion; and 240 days for the Normandy Park – Pool Portion; and

WHEREAS, this proposal has been evaluated by URS, the City's Program Manager, and the CIP Office, and determined that the negotiated amount was fair and reasonable;

WHEREAS, the Administration recommends approving fees, in the amount of $120,280, for additional services and an extension of time to retain TCG as the architect/engineering consultant for the active projects through the end of construction;

WHEREAS, the City wishes to amend the Agreement with TCG, and increase funds, in the amount of $120,280, available from the Pay-As-You-Go Capital Fund.

NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission approve and authorize the Mayor and City Clerk to execute Amendment No. 5 to the Agreement between the City and The Corradino Group (formerly known as Carr Smith Corradino) for Parks Master Plan Bond Program Sites Scott Rakow Youth Center; Flamingo Park; and Normandy Park to provide for the provision of additional construction administration and testing services, in the amount of $120,280, during completion of the construction of the Normandy Isle Park & Pool facility to be appropriated from the Pay-As-You-Go Capital Fund.

PASSED AND ADOPTED this _____ day of _____, 2005.

ATTEST:

_____ _____

CITY CLERK MAYOR

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

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City Attorney 12-2-05 Date

AMENDMENT NO. 5
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF MIAMI BEACH, FLORIDA
AND
THE CORRADINO GROUP INC., IN THE AMOUNT OF $120,280 TO COVER ADDITIONAL SERVICES FOR THE PARKS MASTER PLAN BOND PROGRAM SITES SCOTT RAKOW YOUTH CENTER, FLAMINGO PARK AND NORMANDY PARK AS IT APPLIES TO NORMANDY PARK ONLY

This Amendment No. 5 Dated as of December 7, 2005 to that certain Agreement, dated July 16, 1997, by and between the CITY OF MIAMI BEACH, FLORIDA (City), AND THE CORRADINO GROUP, INC. (d/b/a CARR SMITH CORRADINO) (Consultant).

RECITALS

WHEREAS, on July 16,1997, pursuant to Resolution No. 97-22479, the City and Consultant entered into a Professional Services Agreement (Agreement), for studies, design, preparation of construction documents, and construction administration services for three projects included in the Parks and recreation master Plan, inclusive of Scott Rakow Youth Center, Flamingo Park and Normandy Park (the Parks); and

WHEREAS, consultant has been performing architect/engineering services on these projects in an effort to complete the construction of the projects, even though the Agreement has not been amended to include the additional time and fees required for completion; and

WHEREAS, The Corradino Group (TCG) has been involved in the re-permitting process of the Normandy Isle Park and Pool facility project with the City, starting with providing an As-Built Survey of construction at the time of Regosa's termination through the current review process with the Building Dept. to re-issue the construction permit; and

WHEREAS, TCG's services have also included providing additional review of construction documents in conjunction with assessment of existing site conditions; evaluating defective work by the previous contractor, as well as providing recommendations to correct these conditions; attending additional site construction progress and other coordination meetings; presenting construction documents for review by the Building Department during the re-permitting process; responding to requested modifications; providing a new set of signed and sealed construction plans; and

WHEREAS, construction of the Normandy Park portion is expected to achieve substantial completion status by February, 2006; and

WHEREAS, construction of the Normandy Pool portion is currently estimated to be 60% complete and, although site conditions and recent weather events have impacted the project schedule, it is expected that substantial completion will be achieved by July 2006; and

WHEREAS, the extended construction period will require TCG to provide necessary additional construction management services in accordance with the Articles described in the Agreement and shall include Inspection and Assessment of Existing Conditions as well as Construction Administration Services as follows: 120 days for the Normandy Park – Park Portion; and 240 days for the Normandy Park – Pool Portion; and

WHEREAS, such services shall include: review of construction documents; detailed site inspections; assessment of conditions and compliance with contract documents; preparation of inspection reports; revision of contract documents; review of contractor price proposals; pre-construction punch list; punch list completion of corrective work; site visits and recording of construction status; review and process of shop drawings and RFIs; review and process of requisitions; issue supplementary drawings; attend weekly construction meetings; issue certificate of substantial completion; final inspection and final punch list; re-inspection for completion of final punch list items; and coordination of close-out documentation;

WHEREAS, the City wishes to again amend the Agreement with Consultant, and increase funds in the amount of $120,280 available from North Beach Quality of Life funds; and

WHEREAS, this proposal has been evaluated by URS, the City's Program Manager, and the CIP Office, and determined that the negotiated amount was fair and reasonable;

NOW, THEREFORE, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows.

1. **ABOVE RECITALS**
   The above recitals are true and correct and are incorporated as a part of this Amendment No. 5.

2. The Agreement is amended to provide for additional construction administration and other reimbursable services more particularly set forth in Exhibit "A" to this Amendment, attached hereto and incorporated herein.

3. **RATIFICATION.**
   The City and Consultant ratify the terms of the Agreement, as amended by this Amendment No. 5.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be executed in their names by their duly authorized officials as of the date first set forth above.

CITY OF MIAMI BEACH

By _____
MAYOR

ATTEST:

_____
CITY CLERK

CONSULTANT

THE CORRADINO GROUP

By _____
PRESIDENT

_____
Print Name

ATTEST:

By_____
SECRETARY

_____
Print Name

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

12/2/05
City Attorney Date

T:\AGENDA\2005\Dec.0705\Consent\NIP&P Corradino Amend.5-AMEND-2005.12.07

URS

September 26, 2005

Mr. Joseph M. Corradino –Executive VP
The Corradino Group
4055 NW 97 Avenue
Miami, Florida 33178

Subject: **Additional Services Agreement**
Reference: **Normandy Isle Pool Park Facility**

Dear Mr. Corradino,
This is to summarize the agreement reached at our meeting of 9/12/05:

The tasks to be provided by TCG are those as stated in your ***Bid Package Document 1:***

Task A: PHASE A – Inspection and Assessment of Existing Conditions

1. Review of Construction Documents
2. Detailed Site Inspection
3. Assessment of Conditions and Compliance with Contract Documents
4. Preparation of Inspection report
5. Revision of Contract Documents
6. Review Contractors price Proposal

Task B- CONSTRUCTION ADMINISTRATION SERVICES:

Task B-1: NIPPF - Park (120 Days)

1. Pre-Construction Punch List
2. Punch List Completion of Corrective Work
3. Site Visits and Recording of Construction Status
4. review and Process Shop Drawings and RFI's
5. Review and Process Requisitions
6. Issue Supplementary Drawings
7. Attend Construction Meeting Weekly
8. Issue Certificate of Substantial Completion
9. Final Inspection and Final Punch List
10. Re-Inspection for Final Punch List Items Completion
11. Coordinate Close-Out Documentation

Task B-2 NIPPF – Pool (240 days)

1. Pre-Construction Punch List
2. Punch List Completion of Corrective Work
3. Site Visits and Recording of Construction Status
4. review and Process Shop Drawings and RFI's
5. Review and Process Requisitions

Ph. #: (305) 884-8900 URS Corporation, 7650 Corporate Center Drive, Suite 410, Miami, Florida, 33126-1220 Fax # (305) 884-2665

6. Issue Supplementary Drawings
7. Attend Construction Meeting Weekly
8. Issue Certificate of Substantial Completion
9. Final Inspection and Final Punch List
10. Re-Inspection for Final Punch List Items Completion
11. Coordinate Close-Out Documentation

The fee for the scope of work stated above was, agreed between Mr. Jorge Chartrand and yourself, $160,000. Please note that this fee agreement includes the $52,720 previously authorized by The City of Miami Beach Purchase Order # S00000010985000.

TCG:
Name: Joseph M. Corradino

Signature:..... Date:..10../..1...../..05....

If you require clarification or need assistance with this or any other issue, feel free to contact me.

Sincerely,

Stephen Baumal
Project Manager

CC. CMB - Jorge Chartrand, Jorge Cano, Alex Rolandelli
URS - Nestor Fernandez

Ph. #: (305) 884-8900 URS Corporation , 7650 Corporate Center Drive, Suite 410, Miami, Florida, 33126-1220 Fax # (305) 884-2665

City of Miami Beach ROW Infrastructure Program A-E Consultant, Consultants Compensation Fee Schedule (11/30/05)

TASK NO.	DESCRIPTION	Original Budget	Revised Fee, CMB/TCG Agreement
A	**Inspection and Existing Conditions (original)**		
1	Review of Construction Documents	$ 3,425	
2	Detailed Site Inspection	$ 2,285	
3	Assessment of conditions and compliance with Contract Documents	$ 5,140	
4	Preparation of Inspection Report	$ 5,995	
5	Revision of Contract Documents	$ 11,245	
6	Review Contractors Price Proposal	$ 460	
	Sub-Totals per Phase	**$ 28,550**	
B	**CONSTRUCTION ADMINISTRATION SERVICES, Pool (original)**		
1	Pre-Construction Conference	$ 1,000	
2	Punch List Completion	$ 5,000	
3	Site Visits and recording of construction status	$ 2,000	
4	Review and Process shop drawings	$ 5,000	
5	Review and Process Requisitions	$ 1,870	
6	Issue supplementary drawings	$ 1,000	
7	Construction meetings weekly schedule	$ 5,000	
8	Issue Certificate of Completion	$ 500	
9	Final Inspection and Final Punch List	$ 1,000	
10	Re-inspection for final punch list items completion	$ 1,000	
11	Coordinate Close-out documentation	$ 800	
	Sub-Totals per Phase	**$ 24,170**	
C	**ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES, Park**		
1	Pre-Construction Conference		$ 1,630
2	Punch List Completion		$ 3,000
3	Site Visits and recording of construction status		$ 5,000
4	Review and Process shop drawings + RFIs		$ 23,550
5	Review and Process Requisitions		$ 6,730
6	Issue supplementary drawings		$ 11,480
7	Construction meetings weekly schedule		$ 31,015
8	Issue Certificate of Completion		$ 1,000
9	Final Inspection and Final Punch List		$ 1,840
10	Re-inspection for final punch list items completion		$ 1,840
11	Coordinate Close-out documentation		$ 800
	Sub-Totals per Phase		**$ 87,885**
D	**FURTHER ADDITIONAL**		
1	Survey		$ 10,700
2	Testing of Soil and Materials		$ 3,300
3	Verification of Underground		$ 2,700
4	Building Department Processing		$ 5,000
5	ADA Ramp		$ 2,300
6	Review Contractors Price Proposal (Park Portion)		$ 970
7	Detailed Site Inspection (Park Portion)		$ 2,285
8	Assessment of conditions and compliance with Contract Documents (Park Portion)		$ 5,140
	Sub-Totals per Phase		**$ 32,395**
	TOTAL	**$ 52,720**	**$ 120,280**

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EXHIBIT 1 - P1 OF 5

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

Capital Improvement Projects Office

Telephone (305) 673-7071
Facsimile (305) 673-7073

August 5, 2004

Mr. Joseph Corradino, AICP
Executive Vice President
The Corradino Group
4055 NW 97th Avenue
Miami, Florida 33178

Via Facsimile 305-594-0755 & US Mail

City of Miami Beach
Normandy Isle Park and Pool Project
Notice to Proceed

Dear Mr. Corradino:

This is to notify you that the City has approved the Additional Services proposed in your letter dated July 26, 2004. This is Notice to Proceed with those specific Architectural and Engineering Services for Normandy Isle Park and Pool for the following Tasks: A) Phase A- Inspection and Assessment of Existing Conditions.

Pursuant to the letter, it is accepted that Corradino will seek written authorization for items outside the current scope prior to performing them. Otherwise, the services will be interpreted as part of the scope.

A copy of the executed Additional Services is attached. Payment will be made in full upon receipt of the product deliverables.

Please contact me if you have any comments or questions.

Sincerely,

Jorge E. Chartrand
Assistant CIP Director

TH:lr
Attachments.
C: Robert C. Middaugh, Assistant City Manager
Tim Hemstreet, CIP Director
Alex Rolandelli, Senior Capital Projects Coordinator
Nestor Fernandez, URS
Jose Vega, The Corradino Group

F:\CAPI\Sal\TIM\HEMSTW-NIPK&Pool-01a-08052004-TH.doc

EXHIBIT 1- P2 of 5

THE CORRADINO GROUP

CORRADINO

ENGINEERS PLANNERS ARCHITECTS CONSTRUCTORS

ARCH. LIC. NO. AA0002957

July 26, 2004

Mr. Tim Hemstreet, Director
Capital Improvements Projects
CITY OF MIAMI BEACH
1700 Convention Center Boulevard
Miami Beach, FL 33139

Re: Normandy Isle Pool Park

Mr. Hemstreet:

Following our recent meeting with you regarding completion of the above referenced project, we are pleased to forward this letter of interest in order to outline the scope of work and required professional services. It is our understanding that Corradino will review the plans and the structure to determine what has been complete satisfactorily, what does not conform and what it will take to bring the latter items into conformance. This includes prices for all sub-consultants and construction administration.

I. SCOPE OF WORK AND PROJECT BACKGROUND

The project has been under construction and has advanced to approximate completion of the buildings' shell. The general contractor of record will no longer be involved with the project and the project will need to be completed by others. The exact level of overall completion needs to be determined and that determination is part of the professional services described herein. In view of an urgent need to complete the project and put the entire facility to service, the following tasks are required and will constitute our proposed scope of services. Such services will comprise all disciplines including Architecture; Civil, Structural, Mechanical, HVAC, Plumbing and Electrical Engineering; and Landscape Architecture:

A) PHASE A – INSPECTION AND ASSESSMENT OF EXISTING CONDITIONS.

1) Review of all construction documents and verification of construction scope.
2) Detailed site inspection (visual observation with no destructive testing) to record status of construction. Any issues requiring further testing will be recommended as they arise.
3) Assessment (both quality and quantity) of project condition and compliance with construction documents for all project components and disciplines.
4) Preparation of an inspection report outlining all items requiring corrective action, (punch list inspection), including recommendations as to suggested method of correction, replacement specifications as required, and other prescriptive requirements. Four (4) copies will be delivered to the City of the final report.
5) Revision of construction documents as deemed necessary to address major remedial action and/or observed code violations.
6) Review Contractors Price Proposal.

N-NIPK&Pool-03e-07262004

4055 NW 97th AVENUE • MIAMI, FLORIDA 33178
TEL 305.594.0735 • FAX 305.594.0755
WWW.CORRADINO.COM

B) PHASE B – CONSTRUCTION ADMINISTRATION SERVICES.

1) Following the contract award to a new contractor by the City of Miami Beach, we will notify all parties involved and conduct a pre-construction meeting to advise and inform the new contractor of construction requirements, submittal and requisition procedures, and answer relevant questions.
2) Coordinate completion of corrective work to items previously identified in need of remedial action, (punch list completion).
3) Conduct weekly site visits to verify and record progress of construction.
4) Review and process all required submittals for all disciplines.
5) Review and process contractor's requisitions for payment.
6) Issue supplementary drawings as required by job conditions.
7) Attend construction meetings on a weekly basis.
8) Upon completion, issue certificate of Substantial completion.
9) Final Inspection and issuance of Final Punch List.
10) Re-inspection for final punch list items completion.
11) Coordinate delivery of close-out documents to the City.

II. PROPOSED SCHEDULE OF PROFESSIONAL FEES

- Phase A: For all services listed under Phase A, a lump sum of ~~$26,500~~ $29,550. Terms of payment shall be determined based on the issuance and acceptance of a work order by the City of Miami Beach. This will be completed within 18 business days of the Notice ~~to proceed.~~
- Phase B: For all services listed under Phase B, a lump sum of ~~$24,000~~ $24,170. The extent of these services is based on anticipated construction duration of and Substantial Completion within six (6) months. Should final project completion be delayed beyond six (6) months, our services shall be rendered in accordance to our schedule of hourly rates.
- Reimbursable Expenses: All costs incurred during the performance of our work shall be billed at actual cost at 1.1 multiplier. Such costs include plotting, copying, printing, messenger, aerial and ground photography, travel other than to the site, renderings, presentation to City agencies other than Building Department, attendance of Public Hearings, costs of additional services not included in our scope of work, and other pertinent costs directly associated with the work. This means that Corradino will meet on specific project issues related directly to the task at hand. Additional, peripheral meetings will be additional services, with authorization requested and received prior to participation.

C) ADDITIONAL SERVICES NOT INCLUDED IN THE ABOVE SCOPE OF WORK.

Given the nature of this project, it may be required to perform additional services which, at this time, cannot be quantified and/or anticipated. The cost of these services shall be competitively obtained and shall be billed as a reimbursable Such services may include the following:

1) Survey of as-built conditions including site and built components.
2) Detailed cost estimating.
3) Review of selected contractor's and subcontractors' qualifications.
4) Testing of soils and materials.
5) Verification of underground and/or concealed as-built conditions. However recommendations of appropriate testing will be made if necessary.
6) Building Department plan processing excluding responses to Building Department reviewers excluding revisions Corradino was initially responsible for.
7) Permit Expediting will be billed by Corradino at a cost of $100.00 per hour. If a third party expediter is required those costs will be bid at that time.

We appreciate the opportunity to present this proposal to you and look forward to your review and acceptance. Please let me know if you need any additional information or clarification on this matter.

Sincerely,
THE CORRADINO GROUP

JMCorradino /lt

Signed for in his absence to avoid delays in mailing

Joseph M. Corradino, AICP
Executive Vice President

PROPOSAL ACCEPTED

By: Tim Hemstreet, CIP Director

Date: 08/03/2004

CITY OF MIAMI BEACH
NORMANDY ISLE POOL PARK IMPROVEMENTS

A/E FEE SCHEDULE

A	PHASE A - Inspection and Existing Conditions										
1	Review of Construction Documents	4	4	6		0	0	0	0	16	$1,920
2	Detailed Site Inspection	4	8	24	20	0	0	0	0	56	$5,800
3	Assessment of conditions and compliance with Contract Documents	2	12	24	20	0	0	0	0	58	$5,780
4	Preparation of Inspection Report	2	5	20	30	0	0	0	18	75	$6,040
5	Revision of Contract Documents	2	4	10	30	0	0	60	0	106	$7,200
6	Review Contractor's Bid Amount	2	8	5	2				2		$2,030
	Sub-Totals per Phase	18	41	91	102	0	0	60	18	309	$28,550
B	CONSTRUCTION ADMINISTRATION SERVICES										
1	Pre-Construction Conference	1	4	4	4	0	0	6	4	0	$1,640
2	Punch List Completion	1	4	12	20	0	0	40	0	0	$5,440
3	Site Visits and recording of construction status	0	12	12	24	0	0	0	0	0	$4,560
4	Review and Process Shop drawings	0	4	12	0	0	0	6	2	0	$2,170
5	Review and Process Requisitions	0	8	4	0	0	0	0	2	0	$1,450
6	Issue supplementary drawings	0	2	4	4	0	0	24	2	0	$2,250
7	Construction meetings weekly schedule	1	12	4	12	0	0	0	4	0	$3,140
8	Issue Certificate of Completion	0	2	0	0	0	0	0	0	0	$240
9	Final Inspection and Final Punch List	0	4	8	0	0	0	0	0	0	$1,200
10	Re-Inspection for final punch list items completion	0	4	8	0	0	0	0	0	0	$1,360
11	Coordinate Close-out documentation	1	4	0	0	0	0	0	4	0	$520
	Sub-Totals per Phase	4	60	68	64	0	0	72	18	0	$24,170
C	ADDITIONAL SERVICES (3)										
1	Survey of As-Built Conditions										
2	Cost estimation										
3	Review of Contractor's qualifications										
4	Testing of soils and materials										
5	Verification of U/G conditions										
6	Building Department plan processing										
	TOTAL HOURS	38	194	313	390	0	0	264	70	318	
	TOTAL FEE ESTIMATE										$52,728
	Hourly Rates (FY 2004)	$100.00	$120.00	$100.00	$80.00	$70.00	$70.00	$50.00	$45.00		

NOTES:

(1) Hours listed in this category pertain to 4 engineers (Civil, Structural, Mechanical, and Electrical) and a Landscape Architect.

(2) Similarly, hours in this category pertain to 5 individuals.

(3) These services will be billed additionally as reimbursable items.

PREPARED BY: THE CORRADINO GROUP

R:\4914\AE SCOPE OF SERVICES AND CONTRACT\RA-E Fee Calculation for Normandy Isle Pool Park.Rev

JULY 27, 2004

EXHIBIT A - PG 5 OF 5

EXHIBIT 2 - P1 of 5

THE CORRADINO GROUP

CORRADINO

ENGINEERS PLANNERS ARCHITECTS CONSTRUCTORS

ARCH. LIC. NO. AA0002957

RECEIVED

2005 NOV -7 PM 12:04

CITY OF MIAMI BEACH
CAPITAL IMPROVEMENT
PROJECTS

October 28, 2005

Mr. Steve Baumal, Construction Manager
URS CORPORATION
7650 Corporate Center Drive
Suite 401
Miami, FL 33126-1220

RE: Additional Services Agreement
Normandy Isle Pool Park Facility

Dear Mr. Baumal:

Pursuant to our conversations, enclosed please find two (2) original signed Additional Services Agreements for the above referenced project. Please return one original for our files upon final execution.

If you have any questions, please do not hesitate to contact me directly.

Sincerely,
THE CORRADINO GROUP

Joseph M Corradino

Signed for in his absence to avoid delay in mailing

Joseph M. Corradino, AICP
Executive Vice President

Enclosures:2

RECEIVED
NOV - 4 2005
URS CORPORATION

4055 NW 97th AVENUE • MIAMI, FLORIDA 33178
TEL. 305.594.0735 • FAX 305.594.0755
WWW.CORRADINO.COM

P-NIPK&Pool-036-01262005-01

URS

September 26, 2005

Mr. Joseph M. Corradino –Executive VP
The Corradino Group
4055 NW 97 Avenue
Miami, Florida 33178

Subject: **Additional Services Agreement**
Reference: **Normandy Isle Pool Park Facility**

Dear Mr. Corradino,
This is to summarize the agreement reached at our meeting of 9/12/05:

The tasks to be provided by TCG are those as stated in your ***Bid Package Document 1:***

Task A: PHASE A – Inspection and Assessment of Existing Conditions

1. Review of Construction Documents
2. Detailed Site Inspection
3. Assessment of Conditions and Compliance with Contract Documents
4. Preparation of Inspection report
5. Revision of Contract Documents
6. Review Contractors price Proposal

Task B- CONSTRUCTION ADMINISTRATION SERVICES:

Task B-1: NIPPF - Park (120 Days)

1. Pre-Construction Punch List
2. Punch List Completion of Corrective Work
3. Site Visits and Recording of Construction Status
4. review and Process Shop Drawings and RFI's
5. Review and Process Requisitions
6. Issue Supplementary Drawings
7. Attend Construction Meeting Weekly
8. Issue Certificate of Substantial Completion
9. Final Inspection and Final Punch List
10. Re-Inspection for Final Punch List Items Completion
11. Coordinate Close-Out Documentation

Task B-2 NIPPF – Pool (240 days)

1. Pre-Construction Punch List
2. Punch List Completion of Corrective Work
3. Site Visits and Recording of Construction Status
4. review and Process Shop Drawings and RFI's
5. Review and Process Requisitions

URS Corporation , 7650 Corporate Center Drive, Suite 410, Miami, Florida, 33126-1220
Ph. #: (305) 884-8900
Fax # (305) 884-2665

6. Issue Supplementary Drawings
7. Attend Construction Meeting Weekly
8. Issue Certificate of Substantial Completion
9. Final Inspection and Final Punch List
10. Re-Inspection for Final Punch List Items Completion
11. Coordinate Close-Out Documentation

The fee for the scope of work stated above was, agreed between Mr. Jorge Chartrand and yourself, $160,000. Please note that this fee agreement includes the $52,720 previously authorized by The City of Miami Beach Purchase Order # S00000010985000.

TCG:
Name: Joseph M. Corradino

Signature: ..... Date: 10/1/05

If you require clarification or need assistance with this or any other issue, feel free to contact me.

Sincerely,

Stephen Baumal
Project Manager

CC. CMB - Jorge Chartrand, Jorge Cano, Alex Rolandelli
URS - Nestor Fernandez

Ph. #: (305) 884-8900 URS Corporation , 7650 Corporate Center Drive, Suite 410, Miami, Florida, 33126-1220 Fax # (305) 884-2665

City of Miami Beach ROW Infrastructure Program A-E Consultant, Consultants Compensation Fee Schedule (11/30/05)

TASK NO.	DESCRIPTION	Original Budget	Revised Fee, CMB/TCG Agreement
A	**Inspection and Existing Conditions (original)**		
1	Review of Construction Documents	$ 3,425	
2	Detailed Site Inspection	$ 2,285	
3	Assessment of conditions and compliance with Contract Documents	$ 5,140	
4	Preparation of Inspection Report	$ 5,995	
5	Revision of Contract Documents	$ 11,245	
6	Review Contractors Price Proposal	$ 460	
	Sub-Totals per Phase	**$ 28,550**	
B	**CONSTRUCTION ADMINISTRATION SERVICES, Pool (original)**		
1	Pre-Construction Conference	$ 1,000	
2	Punch List Completion	$ 5,000	
3	Site Visits and recording of construction status	$ 2,000	
4	Review and Process shop drawings	$ 5,000	
5	Review and Process Requisitions	$ 1,870	
6	Issue supplementary drawings	$ 1,000	
7	Construction meetings weekly schedule	$ 5,000	
8	Issue Certificate of Completion	$ 500	
9	Final Inspection and Final Punch List	$ 1,000	
10	Re-inspection for final punch list items completion	$ 1,000	
11	Coordinate Close-out documentation	$ 800	
	Sub-Totals per Phase	**$ 24,170**	
C	**ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES, Park**		
1	Pre-Construction Conference		$ 1,630
2	Punch List Completion		$ 3,000
3	Site Visits and recording of construction status		$ 5,000
4	Review and Process shop drawings + RFIs		$ 23,550
5	Review and Process Requisitions		$ 6,730
6	Issue supplementary drawings		$ 11,480
7	Construction meetings weekly schedule		$ 31,015
8	Issue Certificate of Completion		$ 1,000
9	Final Inspection and Final Punch List		$ 1,840
10	Re-inspection for final punch list items completion		$ 1,840
11	Coordinate Close-out documentation		$ 800
	Sub-Totals per Phase		**$ 87,885**
D	**FURTHER ADDITIONAL**		
1	Survey		$ 10,700
2	Testing of Soil and Materials		$ 3,300
3	Verification of Underground		$ 2,700
4	Building Department Processing		$ 5,000
5	ADA Ramp		$ 2,300
6	Review Contractors Price Proposal (Park Portion)		$ 970
7	Detailed Site Inspection (Park Portion)		$ 2,285
8	Assessment of conditions and compliance with Contract Documents (Park Portion)		$ 5,140
	Sub-Totals per Phase		**$ 32,395**
	TOTAL	**$ 52,720**	**$ 120,280**

C:\Documents and Settings\capichaj\Local Settings\Temporary Internet Files\OLK80\200511 Normandy Revised Fee (2)

URS

November 22, 2005

Mr. Jorge Cano
Deputy Director, CIP
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

Subject: **The Corradino Group – Additional Services Fee**
Re: **Normandy Isle Pool Park Facility**

Dear Mr. Cano,

URS is in agreement with awarding additional services fees to The Corradino Group to complete the project as proposed in the letter addressed to The Corradino Group, dated September 26, 2005. The increase in funding required is the $160,000 less $52,720 for work previously approved (see letter CIP to TCG dated August 5, 2004) plus the following reimbursable: $10,700 for an "As-Built" Survey of the condition after termination of Regosa Engineering and $2,300 for redesign of the Handicap ramp. **Therefore the total increase in funding being recommended is an amount not to exceed $120,280.**

If you have any questions or concerns call me at 305.514.2462.

Sincerely,

Stephen Baumal
Project Manager

Cc: Jorge Chartrand CIP Acting Director

P:\PM - CM\Miami Beach Parks & Rec\Project\Cmb085 - Normandy PP\02.1 Contract A-E\11-22-05 Additional Services Recommendation Rev.1.doc

7650 Corporate Center Drive, Suite 401, Miami, Florida 33126-1220
Ph.#: (305) 884-8900/ Fax # (305) 884-2665

EXHIBIT 3

85.8.0.

March 30, 2005	**Job Order/Notice to Proceed** **Job Order Construction Services**	City of Miami Beach
Loc # 0034 065.02.CIP.14-03/04	**Normandy Park/Pool** **Normandy Park and Pool - Site Grading**	

Description of Work: Normandy Isle Park and Pool - Park Portion - Site Grading

(See the Detailed Scope of Work for this project for a comprehensive description of Work requirements)

Contractor: Pass International

JOC Master Contract: 14-03\04 dated May 26, 2004

Contract Amount: 28,974.52

Project Coordinator: Alexandra Rolandelli, Senior Capital Project Coordinator

Requisition No: Account Number:

Project Duration: 90.00 Days Liquidated damages will apply

NTP Date: 03/30/2005

Final Completion:

Department Approval Signatures:

Alexandra Rolandelli Senior Capital Project Coordinator		03.30.05 Date
Jorge E. Chartrand Acting Director CIP	Kristin L. McKee for Jorge E. Chartrand	3/30/05 Date
Alvaro Arellano Representative		3/31/05 Date

Print Name: ALVARO ARELLANO Title REPRESENTATIVE Pass International		3/31/05 Date

Copy 1: Project File Copy 2: Gus Lopez, Procurement

N - ~~Norm Pk~~ NIPK Pool - 03e - 03 30 2005 - AL
N - ~~Norm Pk~~ NIPK Pool - 05h - 03 30 2005 - AL

EXHIBIT 4

August 09, 2005	**Job Order/Notice to Proceed** **Job Order Construction Services**	City of Miami Beach
Loc # 0034 065.00.CIP.14-03/04	**Normandy Park/Pool** **Normandy Park and Pool - Pool Portion**	

Description of Work: Normandy Isle Park and Pool - Pool Portion: Completion of all work to provide a working facility in accordance with the contract documents and intended use.

(See the Detailed Scope of Work for this project for a comprehensive description of Work requirements)

Contractor: Pass International

JOC Master Contract: 14-03\04 dated May 26, 2004

Contract Amount: **1,678,634.91**

Project Coordinator: Alexandra Rolandelli, Senior Capital Project Coordinator

Requisition No:

Account Number:

Project Duration: 10.00 Months

Liquidated damages will apply

NTP Date: 08/10/2005

Final Completion: 06/09/2006

Department Approval Signatures:

Alexandra Rolandelli Senior Capital Project Coordinator		08/10/2005 Date
Jorge E. Chartrand Acting Director CIP		8-15-05 Date
Henry Louden Representative		8/15/05 Date
Print Name: H.T. Louden Title Rep. Pass International		8/15/05 Date

Copy 1: Project File Copy 2: Gus Lopez, Procurement

N-NIPK & Pool - 03f - 08102005-AR

OFFICE OF THE CITY ATTORNEY

City of Miami Beach

F L O R I D A

MURRAY H. DUBBIN
City Attorney

Telephone: (305) 673-7470
Telecopy: (305) 673-7002

COMMISSION MEMORANDUM

DATE: DECEMBER 7, 2005

TO: **MAYOR DAVID DERMER**
MEMBERS OF THE CITY COMMISSION
CITY MANAGER JORGE GONZALEZ

FROM: **MURRAY H. DUBBIN**
CITY ATTORNEY

SUBJECT: **INDEMNIFICATION OF LEGAL EXPENSES INCURRED BY CITY COMMISSIONER SAUL GROSS**

The attached Resolution provides for the payment of legal expenses in the amount of $5,316.33 to the law firm of Jordan Burt for Richard Ovelman Esq.'s representation of Miami Beach City Commissioner Saul Gross with regard to threatened litigation by Leroy Griffith and Club Madonna. Attorney Ovelman was retained to respond to a retraction demand sent by Club Madonna, threatening to sue Commissioner Gross and Mrs. Jane Gross for allegedly defamatory statements made by them concerning Club Madonna. The claim letter attacked statements made by Commissioner Gross at a City Commission meeting concerning legislation repealing a City Ordinance prohibiting alcohol and nudity at establishments. Attorney Ovelman's argument was successful because Mr. Griffith and Club Madonna filed suit only against Mrs. Gross. Accordingly, and in keeping with the common law of the State of Florida, payment of this legal expense is appropriate given that the Commissioner's conduct which served as the basis for the subject claim letter was in connection with the performance of his official duties and served a valid public purpose.

JKO/ed
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Agenda Item C7G
Date 12-7-05

1700 Convention Center Drive -- Fourth Floor -- Miami Be

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RELATING TO PAYMENT OF LEGAL EXPENSES TOTALING $5,316.33 TO THE LAW FIRM OF JORDAN BURT INCURRED IN DEFENSE OF MIAMI BEACH CITY COMMISSIONER SAUL GROSS RELATING TO POTENTIAL LITIGATION OF LEROY GRIFFITH AND CLUB MADONNA; RECITING FINDINGS SUPPORTING SAID PAYMENT OF LEGAL EXPENSES.

WHEREAS, on May 7, 2004, counsel representing Club Madonna served Miami Beach City Commissioner Saul Gross with a claim letter threatening litigation against him and his wife alleging, in part, defamation pertaining to statements made by Commissioner Gross in the course of his official conduct; and

WHEREAS, Richard Ovelman, Esquire with the law firm of Jordan Burt responded to the subject claim letter, by demonstrating in part, that Commissioner Gross's statements were absolutely privileged because they were made in the course of his performance of official public duties; and

WHEREAS, as a result of attorney Ovelman's response, the subsequent complaint filed in the 11th Judicial Circuit Court named Mrs. Gross as a defendant, and not the City Commissioner, thus resulting in Ovelman's successful representation of Commissioner Gross; and

WHEREAS, the City Commission hereby finds that the matters complained of in the subject claim letter concerning Commissioner Gross arose out of or in connection with the performance of Commissioner Gross's official duties and that the acts complained of further served a valid public purpose; and

WHEREAS, the law firm of Jordan Burt defended Commissioner Gross in this matter, and has submitted to the City Attorney its invoice (and related documents) representing outstanding legal expenses in the amount of $5,316.33 (Composite Exhibit "A" attached hereto); and

WHEREAS, the City Attorney has advised the City Commission that the legal expenses incurred in the defense of this matter were necessary and reasonable.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that: 1) Miami Beach City Commissioner Saul Gross has had successful defense representation with regards to the litigation threatened by Leroy Griffith and Club Madonna; 2) the matters which are the subject of the claim letter filed on May 7, 2004 by Madonna's legal counsel arose out or in connection with the

performance of Commissioner Gross's official duties, and the acts complained of served a valid public purpose; and 3) the legal expense incurred by the law firm of Jordan Burt in the amount of $5,316.33 are reasonable and is thus approved for payment to said firm for services in successfully representing Commissioner Gross.

PASSED and **ADOPTED** this _____ day of _____, 2005.

ATTEST:

_____
MAYOR

_____
CITY CLERK

F:\atto\OLIJ\RES-ORD\Saul Gross - Legal Expenses.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 11-17-05
Date

JORDENBURT

777 BRICKELL AVENUE
SUITE 500
MIAMI, FL 33131-2803
(305) 371-2600
FAX: (305) 372-9928

1025 THOMAS JEFFERSON STREET, N.W.
SUITE 400 EAST
WASHINGTON, D.C. 20007-5208
(202) 965-8100
FAX: (202) 965-8104

175 POWDER FOREST DRIVE
SUITE 201
SIMSBURY, CT 06089-9658
(860) 392-5000
FAX: (860) 392-5058

October 5, 2005

Murray Dubbin, Esq.
City Attorney
City Attorney's Office, Miami Beach
1700 Convention Center Drive
4th Floor
Miami Beach, Florida 33139

Re: *Leroy Griffith and Club Madonna vs. Miami Beach City Commissioner Saul Gross*

Dear Murray:

On May 7, 2004, Leroy Griffith and Club Madonna served a formal section 770.01 retraction demand on City Commissioner Saul Gross and his wife threatening them with a libel suit for statements allegedly made by Commissioner Gross in the performance of his official duties regarding a rezoning sought by Mr. Griffith, and by Mrs. Gross as a civic leader opposed to the rezoning. (Exhibit A hereto).

The undersigned, Richard J. Ovelmen, Esq., was retained to respond to the retraction demand. He researched and prepared a response which demonstrated that Commissioner Gross's remarks were absolutely privileged because they were made in the course of his performance of his official public duties. (Exhibit B hereto). This argument was successful because Griffith and Club Madonna filed suit only against Mrs. Gross.

The Complaint against Mrs. Gross was dismissed by the trial court with prejudice. The parties entered into a Settlement Agreement in which Griffith and Club Madonna agreed to forego any appeal of the trial court's decision in exchange for Mrs. Gross's agreement not to seek attorney's fees from the plaintiffs. The Agreement includes a general release in favor of Commissioner Gross, as well as Mrs. Gross, forever precluding any litigation against Commissioner Gross or Mrs. Gross regarding the allegedly libelous statements. (Exhibit C hereto). Attached Exhibit D is a copy of the invoice in the amount of $5,316.33 for services and costs rendered by Mr. Ovelmen and the Jorden Burt

05 OCT 10 PM 01:50
CITY ATTORNEY'S OFFICE

law firm incurred in responding to the retraction demand. As noted above, the defense was successful because Mr. Gross was not named in the lawsuit, and he was subsequently given a general release.

Sincerely,

Richard J. Ovelmen

RJO/ma
#142642
cc: Jean Olin

Exhibit A

LAW OFFICES OF
PABLO PEREZ, P.A.
PROFESSIONAL ASSOCIATION
311 S.W. 27TH AVENUE
FIRST FLOOR
MIAMI, FLORIDA 33135

PABLO PEREZ, ESQUIRE
PEREZLAWFIRM@AOL.COM

TELEPHONE (305) 649-8858
FACSIMILE (305) 649-8275

May 7, 2004

Mrs. Jane Gross
Mr. Saul Gross
2900 Flamingo Drive
Miami Beach , Florida 33140

Via U.S. Mail
Certified, Return Receipt Requested

&

1125 Washington Avenue
Miami Beach, Florida 33139

Dear Mr. and Mrs. Gross:

Please accept this letter as a formal demand, pursuant to applicable Florida and Federal law, for a public retraction by you of the various slanderous and libelous statements and writings made by you in with respect to Mr. Leroy Griffith, individually, as well as Club Madonna and its related corporations ("The Corporations") , which statements include, but are not limited to, allegations that Mr. Griffith and /or Club Madonna and the corporations are in involved in the promotion of prostitution or its proliferation on Miami Beach. Further , the false oral and written statements made by you and directed to Mr. Griffith and the corporations relate to untrue allegations that Mr. Griffith and/ or the corporations are engaged in various other criminal activities.

More specifically, your recently written email published to each member of the City Commission and thereafter circulated by staff to the general public falsely accuses Mr. Griffith of failing to pay certain amounts and failing to accurately report his income. Such statements constitute additional false allegations of criminal activity, which constitute libel and slander per se, with liability for such false statements automatically imputed by law to warrant the recovery of monetary and other damages against you.

Be advised that Mr. Griffith and the corporations have already suffered actual damages, both in reputation and in business, as a result of your aforementioned libel and slander. The law requires that you be given the opportunity to properly apologize, admit your wrongdoing and attempt to retract such libel and slander. Your actions and their repercussions leave Mr. Griffith and the corporations with no alternative but to commence appropriate litigation against you in order to obtain proper vindication and damages. Pursuant to Florida Statutes section 770.01, this notice has

been sent to you five days prior to the commencement of any such action.

It is respectfully requested that you immediately cease and desist from your campaign of libel and slander against Mr. Griffith, Club Madonna and the corporations.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Very Truly Yours,

Pablo Perez

cc: Mr. Leroy Griffith
Mr. Robert L. Roth
Club Madonna
Members, City Commission Miami Beach
Gary Held Esq., First Assistant City Attorney
Mitchell J. Zidel, Esq.

Exhibit B

JORDENBURT

777 BRICKELL AVENUE
SUITE 500
MIAMI, FL 33131-2803
(305) 371-2600
FAX: (305) 372-9928

1025 THOMAS JEFFERSON STREET, N.W.
SUITE 400 EAST
WASHINGTON, D.C. 20007-5208
(202) 965-8100
FAX: (202) 965-8104

175 POWDER FOREST DRIVE
SUITE 201
SIMSBURY, CT 06089-9658
(860) 392-5000
FAX: (860) 392-5058

May 12, 2004

Via Facsimile 305-649-9275

Pablo Perez, Esq.
Law Offices of Pablo Perez, P.A.
311 S.W. 27th Avenue, First Floor
Miami, Florida 33135-2901

Re: May 7, 2004 Letter

Dear Mr. Perez:

We have been retained by City of Miami Beach Commissioner Saul Gross and his wife, Jane Gross, to respond to your letter dated May 7, 2004.

In your letter you first contend that our clients made statements that "Mr. Griffith and/or Club Madonna and the corporations are involved in the promotion of prostitution or its proliferation on Miami Beach." You also claim that they have stated "that Mr. Griffith and/or the corporations are engaged in various other criminal activities." Finally, your letter asserts that an e-mail sent by Mrs. Gross "falsely accuses Mr. Griffith of failing to pay certain amounts and failing to accurately report his income." Before you file suit regarding these allegations, we strongly suggest that you consider the following points:

1. Our clients have not accused your clients of being involved with, promoting or proliferating prostitution, as your letter mistakenly alleges. Instead, Mrs. Gross has done no more than exercise her First Amendment right as a constituent of the government of the City of Miami Beach, to opine to its Commission that a "secondary effect" of the adult nude entertainment at Club Madonna is that prostitutes gather in the immediate vicinity because a stream of male patrons emerge from the establishment in an excited state that those prostitutes in the area may exploit. Her opinion is not actionable, not defamatory of your clients, does not accuse them of promoting prostitution, and expresses only a "secondary effect" that has been recognized by many courts, including the United States Supreme Court. *See City of Erie v. Pap's A.M.*, 529 U.S. 277, 290-294 (2000); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560, 585 (1991); *Renton v. Playtime Theatres, Inc.*, 475 U.S. 41, 44, 50, 51 (1986). As Justice Souter observed in *Barnes* at 584:

> The type of entertainment respondents seek to provide is plainly of the same character as that at issue in *Renton, American Mini Theatres*, and *LaRue*. It therefore is no leap to say that live nude

> dancing of the sort at issue here is likely to produce the same pernicious secondary effects as the adult films displaying "specified anatomical areas" at issue in *Renton*. Other reported cases from the Circuit in which this litigation arose confirm the conclusion. *See, e.g., United States v. Marren*, 890 F.2d 924, 926 (CA7 1989) (prostitution associated with nude dancing establishment); *United States v. Doerr*, 886 F.2d 944, 949 (CA7 1989) (same). In light of *Renton's* recognition that legislation seeking to combat the secondary effects of adult entertainment need not await localized proof of those effects, the State of Indiana could reasonably conclude that the forbidding nude entertainment of the type offered at the Kitty Kat Lounge and the Glen Theatre's "bookstore" furthers its interest in preventing prostitution, sexual assault, and associated crimes.

Mrs. Jane Gross's opinion is absolutely privileged under the First Amendment and under the common law. *See Beck v. Lipkind*, 681 So.2d 794, 795 (Fla. 3d DCA 1996); *Morse v. Ripkind*, 707 So.2d 921 (Fla. 4th DCA 1998).

Even if Mrs. Gross's statements were not absolutely protected opinion, which they are, her statements would be qualifiedly privileged under Florida common law as statements directed to a governmental agency concerning a public issue. *See Nodar v. Galbreath*, 462 So.2d 803 (Fla. 1984); *Seropian v. Forman*, 652 So.2d 490, 497 (Fla. 4th DCA 1995); *Best Towing & Recovery, Inc. v. Beggs*, 531 So.2d 243 (Fla. 2d DCA 1988).

2. If you and your clients believe that the Commissioner and Mrs. Gross have stated that either Club Madonna or its owner is involved with the promotion of prostitution, they would take this opportunity to correct your clients' misperception and make it clear that Mrs. Gross was offering only the common sense opinion, based on facts fully disclosed, that a "secondary effect" of nude dance establishments like Club Madonna is that prostitutes congregate in the neighborhood in which these establishments are located.

3. Your letter claims that Commissioner and Mrs. Gross accused your clients of engaging "in various other criminal activities," but you do not specify what activities, what statements, when they were made, or to whom. Our clients have no idea as to what your letter refers, and they would like the record corrected to reflect that they have made no such unspecified remarks.

4. With regard to your reference to Mrs. Gross's e-mail concerning Mr. Griffith's tax problems, we have reviewed the e-mail in question, and the opinion of the United Sates Court of Appeals for the Eleventh Circuit, *In Re: Larry Griffith*, 201 F.3d 1389 (11th Cir. 2000). Mrs.

Gross's e-mail is an accurate report of the holding of that opinion. As such, it is absolutely privileged from a suit for libel as a republication of the findings made in a judicial proceeding, *Della-Donna v. Nova University, Inc.*, 512 So.2d 1051 (Fla. 4th DCA 1987), and it is not actionable because it is true:

> Several other courts use a three-prong test to determine whether a debtor's failure to pay his tax liability was willful under § 523(a)(1)(C): whether "(1) the debtor had a duty under the law, (2) the debtor knew he had that duty, and (3) the debtor voluntarily and intentionally violated that duty." *Bruner*, 55 F.3d at 197; *see also Birkenstock*, 87 F.3d at 952 (stating same test as two prongs). Applying this test, we find that the district court did not err in affirming the bankruptcy court's finding of willfulness. It is undisputed that Griffith had a duty under the law to pay taxes and that Griffith knew that he had that duty. On the issue of whether Griffith voluntarily and intentionally violated that duty, the bankruptcy court, in addition to noting that both Griffith and his wife Linda were "evasive and lacked that ring of forthrightness reflective of an open and credible witness," *Griffith*, 161 B.R. at 734, looked to the traditional "badges of fraud" to determine that Griffith's conduct constituted a willful attempt to evade his tax obligations, *id.* at 733. The bankruptcy court's finding that Griffith's transfer of property to Linda implicated several badges of fraud, including being "an exchange to a family member, during a period of serious financial difficulty, for inadequate consideration," *id.* at 734, is not clearly erroneous. <u>These findings are sufficient to justify a finding of fraud and, thus, to support the finding that Griffith's conduct was willful</u>. *See Sternberg*, 229 B.R. at 246 ("While a single badge of fraud may amount to only a suspicious circumstance, a combination of them will justify a finding of fraud."). (emphasis added).

Id. at 1396-97.

5. We are further puzzled by your characterization of your letter as a notice pursuant to Section 770.01 Florida Statutes. Section 770.01 does not apply to defamation actions brought against non-media defendants. *See Ross v. Gore*, 48 So.2d 412, 415 (Fla. 1950); *Zelinka v. America Healthscan, Inc.*, 763 So.2d 1173 (Fla. 4th DCA); *Davies v. Bossert*, 449 So.2d 418 420 (Fla. 3d DCA 1984); *DeMolfetta American Sightseeing Tours, Inc.*, 450 So.2d 312 (Fla. 3d DCA 1984). Even if it did, your letter lacks the requisite specificity required for a notice under Section 770.01. *Hulander v. Sunbeam Television Corporation*, 364 So.2d 845 (Fla. 3d DCA

1978); *Gannett Florida Corp. v. Montesano*, 308 So.2d 599 (Fla. 5th DCA 1975). Indeed, your letter identified no specific statements made by Commissioner Gross at all.

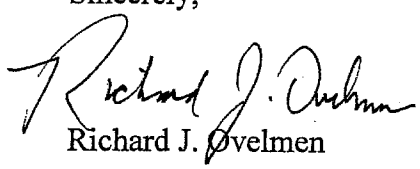
6. We would also note that Commissioner Gross was at all times acting in his official capacity as a City of Miami Beach Commissioner and therefore is protected by an absolute privilege from any defamation action for any statements he made concerning your clients or their request for official action by the City Commission. *See Hauser v. Urchison*, 231 So.2d 6 (Fla. 1970); *McNayr v. Kelly*, 184 So.2d 428 (Fla.), *conformed to*, 185 So.2d 194 (Fla. 3d DCA 1966); *Johnson v. Earhart*, 353 So.2d 874 (Fla. 3rd DCA 1977).

7. Finally, in light of these considerations, we believe a careful review of, and compliance with, revised Section 57.105(11) may be well advised prior to initiating any libel suit against our clients. As you know, the revised law now provides:

> (1) Upon the court's initiative or motion of any party, the court shall award a reasonable attorney's fee to be paid to the prevailing party in equal amounts by the losing party and the losing party's attorney on any claim or defense at any time during a civil proceeding or action in which the court finds the losing party or the losing party's attorney knew or should have known that a claim or defense when initially presented to the court or at any time before trial:
> (a) Was not supported by the material facts necessary to establish the claim or defense; or
> (b) Would not be supported by the application of then-existing law to those material facts.

Please call me to discuss these matters at your earliest convenience.

Sincerely,



Richard J. Øvelmen

RJO/nt

#126487

Exhibit C

SETTLEMENT AGREEMENT

This Settlement Agreement and Release ("Agreement") is made and entered into by and between Leroy Griffith ("Mr. Griffith"), Club Madonna, Inc., ("Club Madonna"), Jane Gross ("Ms. Gross") and Saul Gross ("Mr. Gross"). The terms of this Agreement are as follows:

1. **Settlement**:

a. Plaintiffs Club Madonna and Mr. Griffith agree to file a Notice of Voluntary Dismissal with Prejudice of their lawsuit styled *Griffith v. Gross*, Case No. 04-11708 CA 02 (Fla. Cir. Ct. 2004) within five (5) days of the date this Agreement is fully executed.

b. Club Madonna and Mr. Griffith agree not to take an appeal of the Order dated September 27, 2004 dismissing the complaint styled *Griffith v. Gross*, Case No. 04-11708 CA 02 (Fla. Cir. Ct. 2004).

c. Ms. Gross will not file a motion for attorney's fees pursuant to Section 57.105 of the Florida Statutes, nor any malicious prosecution suit against Club Madonna and/or Leroy Griffith with regard to the claims made in the dismissed action or the Order dated September 27, 2004.

d. The Mr. Griffith, Club Madonna, Ms. Gross and Mr. Gross agree to the general cross releases contained within this Agreement.

2. **General Release by Leroy Griffith and Club Madonna**: In exchange for the promises contained in this Agreement, Mr. Griffith and his successors and assigns, and Club Madonna on behalf of itself and each of its past and present divisions, subsidiaries, parents, principals, stockholders, partners, directors, officers, representatives, agents, attorneys, affiliates, successors and assigns, hereby waive, release and forever discharge, any and all complaints, claims, charges, demands, suits, actions or causes of action, whether in law or in equity, whether known or unknown, asserted or unasserted that Mr. Griffith or Club Madonna have, ever had, may have, assert, or could assert at common law or under any contract, agreement, statute, rule, regulation, order or law, whether federal, state or local, or on any ground whatsoever against Ms. Gross and/or her husband Saul Gross, arising out of, resulting from, or relating to, directly or indirectly, any action, inaction, matter, thing, or event, no matter what, which occurred or failed to occur at any time in the past, from the beginning of time through and including the date signed below. Included in the claims, demands, liabilities, and causes of action being released by this Agreement are any and all claims for defamation, libel and slander, attorney's fees and any and all claims which Mr. Griffith and/or Club Madonna may have against Ms. Gross and/or her husband Saul Gross for either direct or vicarious liability as a result of the incidents and matters set forth in the action styled as *Griffith v. Gross*, Case No. 04-11708 CA 02 (Fla. Cir. Ct. 2004).

3. **General Release by Ms. Gross and Mr. Gross**: In exchange for the promises contained in this Agreement, Ms. Gross and her husband, Saul Gross and their successors and assigns, hereby waive, release and forever discharge, any and all complaints, claims, charges, demands, suits, actions or causes of action, whether in law or in equity, whether known or

unknown, asserted or unasserted, that Mr. and/or Mrs. Gross have, ever had, may have, assert, or could assert at common law or under any contract, agreement, statute, rule, regulation, order or law, whether federal, state or local, or on any ground whatsoever against Mr. Griffith and/or Club Madonna arising out of, resulting from, or relating to, directly or indirectly, any action, inaction, matter, thing, or event, no matter what, which occurred or failed to occur at any time in the past, from the beginning of time through and including the date signed below. Included in the claims, demands, liabilities, and causes of action being released and discharged by this Agreement are any and all claims for attorney's fees, malicious prosecution, and any and all other claims for damages which Mr. Gross and/or Ms. Gross may have against Mr. Griffith and/or Club Madonna, their agents, employees, and/or officers, and all related or affiliated entities, for either direct or vicarious liability as a result of the incidents and matters set forth in the action styled *Griffith v. Gross*, Case No. 04-11708 CA 02 (Fla. Cir. Ct. Fla. 2004).

4. **Non-Admission Clause**: Ms. Gross and/or Mr. Gross do not admit any liability whatsoever to Mr. Griffith and/or Club Madonna or any other person arising out of any claims which have been asserted in this litigation, or which could have been asserted, and expressly deny any and all such liability. Mr. Griffith and/or Club Madonna do not admit any liability whatsoever to Ms. Gross and/or Mr. Gross regarding any claims the Gross's could assert and expressly deny any and all such liability.

5. **Other Proceedings**: Mr. Griffith and Club Madonna warrant that this matter is the only pending lawsuit or claim that they have, or have filed, against Ms. Gross or Mr. Gross.

6. **Voluntariness**: The parties hereby affirm and acknowledge that they have read the foregoing Agreement, have been advised by their attorneys regarding its terms, and that they fully understand the meaning of the terms of this Agreement, and that this Agreement is a voluntary, full and final compromise, release and settlement of all claims, demands, injuries, damages, actions or causes of action, known or unknown, occurring prior to the execution of this Agreement.

7. **Final Settlement**: This Agreement constitutes the complete understanding of the parties hereto and supersedes any and all prior agreements, promises, representations, or inducements, whether oral or written, concerning its subject matter. No promises or agreements made subsequent to the execution of this Agreement by the parties shall be binding unless reduced to writing and signed by authorized representatives of the parties.

8. **Counterparts**: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute a single Agreement.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties agree that if any dispute arises regarding a breach and/or the interpretation or enforcement of this Agreement, such dispute will be resolved in the Florida courts, and that the prevailing party will be entitled to recover all costs and attorney's fees incurred in any such proceeding.

10. **Execution by Authorized Representative**: The person whose signature appears below on behalf of Club Madonna Inc., states under oath that he has full authority to execute this document and thereby bind the Corporation.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below.

[THIS PAGE LEFT BLANK INTENTIONALLY]

JANE GROSS

By: Jane Gross
Jane Gross

Date: 7/7/05

STATE OF FLORIDA)
COUNTY OF Miami Dade)

The foregoing instrument was executed before me this 7th day of July, 2005, by Jane Gross, who is personally known by me [or who has produced as identification] and who took an oath.

Notary Public
State of Florida at Large

Bonita C. Stanford
My Commission DD212673
Expires May 14, 2007

Bonita C. Stanford
Type or Print Name of Notary
My Commission Expires:

SAUL GROSS

By: Saul Gross
Saul Gross, Individually

By: Saul Gross, Commissioner
Saul Gross, Miami Beach
City Commissioner

Date: 6/30/05

STATE OF FLORIDA)
COUNTY OF MIAMI DADE)

The foregoing instrument was executed before me this 29th day of June 2005, by Saul Gross, who is personally known by me [or who has produced as identification] and who took an oath.

Notary Public
State of Florida at Large

Bonita C. Stanford
My Commission DD212673
Expires May 14, 2007

Bonita C. Stanford
Type or Print Name of Notary
My Commission Expires: May 14, 2007

LEROY GRIFFITH AND CLUB MADONNA, INC.

By: Leroy Griffith
Leroy Griffith, Individually

By: Leroy Griffith
Leroy Griffith, Owner of
Club Madonna, Inc.

Date: 9 June 2005

STATE OF FLORIDA)
COUNTY OF Miami Dade)

The foregoing instrument was executed before me this 9 day of JUNE 2005, by Leroy Griffith, who is personally known by me [or who has produced as identification] and who took an oath.

FDL G613523321060

Notary Public
State of Florida at Large

WINSLOW C. THOMPSON
MY COMMISSION EXPIRES
November 15, 2005
#DD 060597
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

WINSTON C. THOMPSON
Type or Print Name of Notary
My Commission Expires:

133236

Exhibit D

Jorden Burt LLP

Washington, DC
1025 Thomas Jefferson Street, N.W.
Suite 400 East
Washington, DC 20007-5208
Phone: (202) 965-8100
Facsimile: (202) 965-8104

Miami, FL
777 Brickell Avenue, Suite 500
Miami, FL 33131-2803
Phone: (305) 371-2600
Facsimile: (305) 372-9928

http://www.jordenusa.com
Federal Identification Number: 65-0019093

Simsbury, CT
175 Powder Forest Drive, Suite 201
Simsbury, CT 06089-9658
Phone: (860) 392-5000
Facsimile: (860) 392-5058

Please Remit Payment to Miami, FL

City of Miami Beach
Murray Dubbin, City Attorney Miami Beach
1700 Convention Ctr. Dr. 4 Flr.
Miami Beach, FL 33139

August 01, 2004
Client: 010932
Matter: 000011
Invoice #: 547206

Page: 1

RE: General

For Professional Services Rendered Through July 31, 2004

SERVICES

Date	Atty	Description of Services	Hours	
05/10/2004	RJO	Telephone conference with M. Dubbin; read fax regarding slander; begin research.	1.3	
05/11/2004	RJO	Research, draft and fax to M. Dubbin and Mr. Gross draft letter in response to retraction demand.	6.2	
05/11/2004	EDA	Research various issues for libel matter; revise and edit draft letter in response to retraction demand.	4.7	
05/11/2004	JXP	Assist with response to Pablo Perez's 05/07/04 correspondence. Substantive of case law construing Fl. Stat. 770.01. Proof edits to response.	2.3	
05/12/2004	RJO	Telephone conference with M. Dubbin; telephone conference with M. Gross; finalize letter to P. Perez; fax and same same.	1.1	
05/12/2004	EDA	Analysis of new libel matter regarding Club Madonna and Leroy Griffith.	0.2	
		Professional Services	19.8	$6,501.00
		Less Special Rate Discount		*($1,197.00)*
		Total Professional Services Due		**$5,304.00**

ATTORNEY SUMMARY

Atty		Hours	Rate	Amount
RJO	Richard J. Ovelmen	12.6	$395.00	$4,977.00

EDA	Enrique D. Arana	4.9	$250.00	$1,225.00
JXP	John M. Pantin	2.3	$130.00	$299.00

COSTS

Date	Description of Costs	Amount
06/04/2004	Photocopy	$12.33
	Total Costs	$12.33

Professional Services	$6,501.00	
Less Special Rate Discount	*($1,197.00)*	
Total Professional Services Due	$5,304.00	
Total Costs	$12.33	
Total Current Charges		$5,316.33
PAY THIS AMOUNT		**$5,316.33**

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Murray H. Dubbin, City Attorney

DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED COVENANT IN LIEU OF UNITY OF TITLE ON BEHALF OF THE CITY OF MIAMI BEACH AS OWNER, BETWEEN AND AMONG NEW WORLD SYMPHONY, INC. ("NWS"), A FLORIDA NOT-FOR-PROFIT CORPORATION, 420 LINCOLN ROAD ASSOCIATES, INC. ("DEVELOPMENT"), A FLORIDA CORPORATION, AND THE CITY, TO SATISFY PARKING REQUIREMENTS UNDER THE CITY'S LAND DEVELOPMENT REGULATIONS, UNDER SECTIONS 130-36 AND 142-368 OF THE CITY CODE, FOR THE NWS CAMPUS EXPANSION PROJECT, "SOUND SPACE", LOCATED ON CITY LAND DESCRIBED IN THE COVENANT, BY ALLOWING 175 REQUIRED PARKING SPACES FOR SOUND SPACE TO BE LOCATED OFF-SITE AT DEVELOPMENT'S PROPERTY AT 1601 AND 1619 DREXEL AVENUE AND 1600 WASHINGTON AVENUE, AND RELATED PROVISIONS, AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE SUCH ACTIONS AS MAY BE NECESSARY TO CARRY OUT THE INTENT HEREOF.**

RECOMMENDATION

Adopt the Resolution.

ANALYSIS

In order to accept the proffer by 420 Lincoln Road Associates, Inc. (referred to as "Development" in the covenant) to provide 175 spaces of required parking for the New World Symphony's ("NWS") Sound Space project at 17th Street and Drexel Avenue (referred to as "NWS Facility" in the covenant), which spaces would be located off-site at the 420 Lincoln Road redevelopment project (the "Parking Property"), a covenant substantially in the form attached needs to be executed and recorded.

The covenant is required by City Code section 130-36, which allows required

Agenda Item C7H
Date 12-7-05

parking to be provided off-site if certain distance criteria are satisfied, and a covenant providing for "parking unification" is signed by the owners of the properties concerned, is approved by the City Attorney and recorded in the public records.

The off-site parking is allowed in the CCC district, which includes the Sound Space property, by City Code section 142-368, which specifically provides: "Off-site parking. Required parking provided for performing arts and cultural facilities in this district, located off-site pursuant to section 130-36, shall not be included in permitted floor area wherever located, including outside of this district. (Ord. No. 2004-3463, § 1, 11-10-04)"

The Administration and City Attorney's Office negotiated certain terms of the covenant, which will require as follows:

1. NWS' outstanding obligation to provide 175 required parking spaces shall be satisfied by the nonexclusive availability of 175 spaces in the Parking Property.

2. NWS' use of the spaces shall be provided according to the following conditions:

a. The nonexclusive use of 175 parking spaces after 6:00 p.m. on weekdays and weekends on the Parking Property, which spaces shall not have been previously designated nor will they be subsequently designated as required parking for any other use for zoning purposes, except through approval by the City of an under-utilized parking analysis pursuant to Section 130-192 of the City Code or, unless this declaration is modified or released.

b. Development shall have the right at its discretion to the use of the 175 parking spaces before 6:00 p.m. on weekdays and all day on weekends, except during NWS events, pursuant to the underutilized parking analysis provisions of Section 130-192 of the Code.

c. The 175 parking spaces will be offered at market rate not to exceed those rates that may be charged at 1691 Michigan Avenue or 1601 Washington Avenue.

d. Subject to reasonable rules and regulations established by Development, any number of the 175 parking spaces not utilized by NWS or Development shall be offered to the general public on a non-exclusive and first come first serve basis after 6:00 p.m. on weekdays. Development will cooperate with the City to provide and pay for appropriate signage at the NWS Facility and Parking Property to identify the additional parking spaces at the Parking Property.

e. In the event that NWS is delayed or fails to build its facility, the 175 parking spaces shall continue to be designated for the NWS use until such time as the City determines that the spaces shall no longer be needed for the NWS Facility, at which time they shall be released from the terms and conditions of this Declaration and shall be released to Development for use by the general public. The City Manager or his successor, shall process without undue delay and execute a written instrument effectuating and acknowledging such release.

Based on the foregoing, the City Attorney recommends the City adopt the resolution authorizing the Mayor and City Clerk to execute the attached covenant in lieu of unity of title on behalf of the City of Miami Beach as owner of the property on which the Sound Space project will be built, substantially in the form attached subject to such further modifications as may be desired by the City Manager and City Attorney, and authorizing the City Manager and City Attorney to take such actions as may be necessary to carry out the intent hereof.

MHD/GMH

F:\atto\HELG\Forms covenants\Covenants\NWS 420 Lincoln Rd Commission memo 12072005.doc

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED COVENANT IN LIEU OF UNITY OF TITLE ON BEHALF OF THE CITY OF MIAMI BEACH AS OWNER, BETWEEN AND AMONG NEW WORLD SYMPHONY, INC. ("NWS"), A FLORIDA NOT-FOR-PROFIT CORPORATION, 420 LINCOLN ROAD ASSOCIATES, INC. ("DEVELOPMENT"), A FLORIDA CORPORATION, AND THE CITY, TO SATISFY PARKING REQUIREMENTS UNDER THE CITY'S LAND DEVELOPMENT REGULATIONS, UNDER SECTIONS 130-36 AND 142-368 OF THE CITY CODE, FOR THE NWS CAMPUS EXPANSION PROJECT, "SOUND SPACE", LOCATED ON CITY LAND DESCRIBED IN THE COVENANT, BY ALLOWING 175 REQUIRED PARKING SPACES FOR SOUND SPACE TO BE LOCATED OFF-SITE AT DEVELOPMENT'S PROPERTY AT 1601 AND 1619 DREXEL AVENUE AND 1600 WASHINGTON AVENUE, AND RELATED PROVISIONS, AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE SUCH ACTIONS AS MAY BE NECESSARY TO CARRY OUT THE INTENT HEREOF.

WHEREAS, the City of Miami Beach has entered into an agreement with the New World Symphony to provide land for the development of Sound Space, an expansion of the NWS campus on adjacent land on Lincoln Road; and

WHEREAS, as designed, Sound Space will need approximately 175 required parking spaces; and

WHEREAS, the 420 Lincoln Road Associates, Inc., ("Development") has offered to provide at no cost to either NWS or the City, incorporated into Development's project at 1601 and 1619 Drexel Avenue and 1600 Washington Avenue, the required 175 required parking spaces; and

WHEREAS, the City Code in sections130-36 and 142-368 authorizes such proposed off-site provision of required parking spaces, which spaces are not attributable to the permitted floor area of Development's project; and

WHEREAS, City Code section 130-36 requires the owners of both properties to enter into a covenant in lieu of unity of title to guarantee that the spaces proffered off-site are in fact provided for the use of the property needing the required parking spaces, which requires the City as owner of the Sound Space property to, through the Mayor and City Clerk, to sign the covenant; and

WHEREAS, the City Attorney and City Manager recommend that the City Commission authorize the City's joinder in the covenant for the reasons set forth above.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the Mayor and City Clerk to sign a covenant in lieu of unity of title substantially in the form attached as Exhibit "A" hereto, subject to such further modifications as may be desired by the City Manager and City Attorney, and authorizing the City Manager and City Attorney to take such actions as may be necessary to carry out the intent hereof.

PASSED AND ADOPTED THIS ___ day of _____, 2005.

Attest:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

11-30-01
City Attorney Date

F:\atto\HELG\Resolutions\NWS Covenant in Lieu RESO.doc

This instrument prepared by
and should be returned to:

Carter N. McDowell, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
200 South Biscayne Boulevard, Suite 2500
Miami, FL 33131

DECLARATION OF RESTRICTIVE COVENANTS
IN LIEU OF UNITY OF TITLE

KNOW ALL BY THESE PRESENTS that the undersigned New World Symphony, Inc., a Florida not-for-profit corporation ("NWS"), 420 Lincoln Road Associates, Inc., a Florida corporation ("Development") or its assigns and the City of Miami Beach, a Florida municipal corporation ("City") (collectively "Owners"), hereby make, declare and impose on the lands herein described, this covenant running with the title to the land, which shall be binding on the Owners, their heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them;

WHEREAS, Development holds the fee simple title to the land in the City of Miami Beach, Florida, respectively known as 1601 and 1619 Drexel Avenue and 1600 Washington Avenue, described in Exhibit "A", and hereinafter called the "Parking Property"; and

WHEREAS, the City holds the fee simple title to the land in the City of Miami Beach, Florida, bounded by 17th Street on the north, Drexel Avenue on the east, North Lincoln Lane on the south, and Pennsylvania Avenue on the west, hereinafter called the "City Property" described on Exhibit "B"; and

WHEREAS, NWS holds a long term lease on the City Property and is the proposed developer of a campus expansion and related facilities on the City Property (the "NWS Facility"); and

WHEREAS, NWS' required parking obligation for the NWS Facility has been partially satisfied by providing parking on the City Property, however, NWS has a requirement to provide one hundred seventy-five (175) additional parking spaces; and

WHEREAS, the City has determined that, pursuant to City Code section 130-36, "Off-site facilities" and section 142-368, concerning the CCC Zoning District, NWS may provide the 175 additional spaces to satisfy NWS's required parking, on the Parking Property in conjunction with Development subject to the conditions set forth below;

NOW THEREFORE, in consideration of the premises, NWS, Development and City hereby agree as follows:

1. NWS' outstanding obligation to provide 175 required parking spaces shall be satisfied by the nonexclusive availability of 175 spaces in the Parking Property.

2. NWS' use of the spaces shall be provided according to the following conditions:

   a. The nonexclusive use of 175 parking spaces after 6:00 p.m. on weekdays and weekends on the Parking Property, which spaces shall not have been previously designated nor will they be subsequently designated as required parking for any other use for zoning purposes, except through approval by the City of an under-utilized parking analysis pursuant to Section 130-192 of the City Code or, unless this declaration is modified or released.

   b. Development shall have the right at its discretion to the use of the 175 parking spaces before 6:00 p.m. on weekdays and all day on weekends, except during NWS events, pursuant to the underutilized parking analysis provisions of Section 130-192 of the Code.

   c. The 175 parking spaces will be offered at market rate not to exceed those rates that may be charged at 1691 Michigan Avenue or 1601 Washington Avenue.

   d. Subject to reasonable rules and regulations established by Development, any number of the 175 parking spaces not utilized by NWS or Development shall be offered to the general public on a non-exclusive and first come first serve basis after 6:00 p.m. on weekdays. Development will cooperate with the City to provide and pay for appropriate signage at the NWS Facility and Parking Property to identify the additional parking spaces at the Parking Property.

   e. In the event that NWS is delayed or fails to build its facility, the 175 parking spaces shall continue to be designated for the NWS use until such time as the City determines that the spaces shall no longer be needed for the NWS Facility, at which time they shall be released from the terms and conditions of this Declaration and shall be released to Development for use by the general public. The City Manager or his successor, shall process without undue delay and execute a written instrument effectuating and acknowledging such

release.

3. The provisions of this instrument shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the City of Miami Beach, after approval by the City Commission, upon the demonstration and affirmative finding that the same is no longer necessary to provide parking for the NWS Facility in the event this facility has been built as herein intended.

4. The provisions of this instrument may be amended, modified or released by a written instrument executed by NWS, Development and the City, if approved as provided in paragraph 3 above. Should this Declaration of Restrictive Covenants be so modified, amended or released, the City Manager or his successor, shall process without undue delay and execute a written instrument effectuating and acknowledging such amendment, modification or release.

5. Enforcement shall be by action by any party hereto against any parties or persons violating or attempting to violate any of these covenants. The prevailing party to any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

6. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect. If this covenant is declared invalid, the NWS shall be permitted to follow the procedures in paragraph 2.c. above.

7. This Declaration shall be recorded in the public records of Miami-Dade County at the NWS's expense.

8. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

9. In the event of a violation of this Declaration, in addition to any other remedies available, the City of Miami Beach may withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Declaration is complied with.

Signed, witnessed, executed and acknowledged on this _____ day of _____, 2005.

IN WITNESS WHEREOF, NWS, Development and the City have caused these presents to be signed in their name by their proper officials.

[SIGNATURE PAGES FOLLOW]

Witnesses:

NEW WORLD SYMPHONY, INC., a Florida not-for-profit corporation

By: _____
Howard Herring, President
541 Lincoln Road
Miami Beach, FL 33139

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Howard Herring, President of New World Symphony, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this _____ day of _____, 2005, in the County and State aforesaid.

_____
Notary Public-State of Florida at Large

_____
Print Name

My Commission Expires:

MIAMI 923670.1 7604021542

Witnesses:

420 Lincoln Road Associates, Inc.,
a Florida corporation

_____
Print Name:_____

_____
Print Name:_____

By: _____
PAUL CEJAS, PRESIDENT
420 Lincoln Road, Suite 2D
Miami Beach, FL 33139

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Paul Cejas, the President of 420 Lincoln Road Associates, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this _____ day of _____, 2005, in the County and State aforesaid.

_____
Notary Public-State of Florida at Large

_____
Print Name

My Commission Expires:

MIAMI 923670.1 7604021542

CITY OF MIAMI BEACH

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ 11-30-01
City Attorney Date

_____ _____
Planning Director Date

F:\atto\HELG\Forms covenants\Covenants\NWS Declaration of Restrictive Covenants Version 112905.DOC

MIAMI 923670.1 7604021542

Condensed Title:

A Resolution Confirming The Reappointment Of Ms. Zoila Datorre And The Appointment Of Ms. Ana Kasdin To Serve As City Of Miami Beach Representatives On The Miami-Dade County Library Advisory Board For A Three Year Term, With A Term Commencing On October 1, 2005.

Key Intended Outcome Supported:

Increase community ratings of cultural activities.

Issue:

Shall the City Commission reappoint Mrs. Zoila Datorre and appoint Mrs. Ana Kasdin to serve as City of Miami Beach representatives on the Miami-Dade County Library Advisory Board?

Item Summary/Recommendation:

Effective October 1, 1986, the Board of County Commissioners expanded membership of the Miami-Dade County Library Advisory Board by two seats. As stipulated in Section 27 of the Agreement, the appointments of these two positions shall be made upon the recommendation of the Miami Beach City Manager.

Ms. Datorre was confirmed by the City Commission on September 25, 1996, reappointed on October 1, 1999 and July 31, 2002 and has been serving as the City's representative on the County's Library Advisory Board since July 1993.

This will be the initial appointment to the Miami-Dade County Library Advisory Board for Mrs. Kasdin.

The Administration recommends approving the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Bob Parcher, City Clerk

Sign-Offs:

Department Director	Assistant City Manager	City Manager
RSP		

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MIAMIBEACH

AGENDA ITEM C7I

DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA CONFIRMING THE REAPPOINTMENT OF MRS. ZOILA DATORRE AND THE APPOINTMENT OF MRS. ANA KASDIN TO SERVE AS CITY OF MIAMI BEACH REPRESENTATIVES ON THE MIAMI-DADE COUNTY LIBRARY ADVISORY BOARD FOR A THREE YEAR TERM, WITH A TERM COMMENCING ON OCTOBER 1, 2005.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On June 18, 1986, the City of Miami Beach executed an agreement with Miami-Dade County via Resolution No. 86-18488, which transferred the responsibility of providing library services from the City of Miami Beach to Miami-Dade County.

Effective October 1, 1986, the Board of County Commissioners expanded membership of the Miami-Dade County Library Advisory Board by two seats. As stipulated in Section 27 of the Agreement, the appointments of these two positions shall be made upon the recommendation of the Miami Beach City Manager.

Ms. Datorre was confirmed by the City Commission on September 25, 1996, reappointed on October 1, 1999 and July 31, 2002 and has been serving as the City's representative on the County's Library Advisory Board since July 1993. She has expressed her desire to be reappointed.

This will be the initial appointment to the Miami-Dade County Library Advisory Board for Mrs. Kasdin. Mrs. Kasdin is a school teacher and has two children who utilize the library system. She is also familiar with the government and advisory boards.

CONCLUSION

The Administration recommends that the City Commission adopt the attached resolution confirming the reappointment of Ms. Zoila Datorre and the appointment of Ms. Ana Kasdin as the City's representatives to the Miami-Dade County Library Advisory Board for a three year term.

JMG/REP/lc

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RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution approving a first amendment to the Interlocal Agreement between the City and Miami-Dade County, pertaining to the provision of library services in the City, A) referencing the relocation of services to the new Regional Library and the New South Shore Reading Room; B) establishing a Police substation in the new Regional Library; and C) clarifying the definition of maintenance fees to include the payment of condominium fees at the South Shore Reading Room.

Key Intended Outcome Supported:

- Increase resident ratings of Public Safety Services

Issue:

Shall the City adopt the proposed amendment to the Interlocal?

Item Summary/Recommendation:

On June 20, 1986, the City of Miami Beach and Miami-Dade County executed an Interlocal Agreement pertaining to the respective parties' responsibilities and obligations associated with the provision of library services in Miami Beach. The recent relocation of the Regional Library and the South Shore Reading Room to their respective new locations has prompted the need to amend the Interlocal to reflect the relocation of services to these new facilities as well as to add certain new provisions regarding the placement of a Police substation in the new Regional Library and to clarify certain language to allow the County to pay monthly condominium maintenance fees associated with the operation of the South Shore Reading Room.

Advisory Board Recommendation:

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Kent O. Bonde

Sign-Offs:

Redevelopment Coordinator	Assistant City Manager	City Manager
KOB	TH	JMG

T:\AGENDA\2005\Dec0705\Regular\Library Interlocal Summary.doc

MIAMIBEACH

AGENDA ITEM C7J

DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH AND MIAMI-DADE COUNTY, DATED JUNE 20, 1986, PERTAINING TO THE PROVISION OF LIBRARY SERVICES FOR THE RESIDENTS OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH AND MIAMI-DADE COUNTY, DATED JUNE 20, 1986, PERTAINING TO THE PROVISION OF LIBRARY SERVICES FOR THE RESIDENTS OF THE CITY OF MIAMI BEACH, FLORIDA, SAID AMENDMENT REFERENCING THE RELOCATION OF SERVICES TO THE NEW REGIONAL LIBRARY AND THE NEW SOUTH SHORE READING ROOM, RESPECTIVELY; ESTABLISHING A POLICE SUBSTATION AT THE NEW REGIONAL LIBRARY; AND, CLARIFYING THE DEFINITION OF "MAINTENANCE FEES" TO INCLUDE THE REIMBURSEMENT OF AND FUTURE PAYMENT BY THE COUNTY OF CONDOMINIUM FEES AT THE NEW SOUTH SHORE READING ROOM, WHICH IS LOCATED AT THE COURTS CONDOMINIUM.**

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Amendment as proposed.

ANALYSIS

On June 20, 1986, the City of Miami Beach and Miami-Dade County executed an Interlocal Agreement pertaining to the respective parties' responsibilities and obligations associated with the provision of library services in Miami Beach. The recent relocation of the Regional Library and the South Shore Reading Room to their respective new locations has prompted the need to amend the Interlocal to reflect the relocation of services to these new facilities as well as to add certain new provisions regarding the placement of a Police substation in the new Regional Library and to clarify certain language to allow the County to pay monthly condominium maintenance fees associated with the operation of the South Shore Reading Room.

Police Substation

In order to enhance community policing initiatives already underway in the Collins Park neighborhood, the City and the County have agreed to the placement of a police substation in the new Regional Library facility located at 227 22nd Street. Pursuant to the proposed amendment, the Police Department would have after-hour access to the facility, thereby affording the opportunity for 24-hour presence in the area.

Maintenance Costs

Pursuant to the Interlocal Agreement in its current form, the County is responsible for remitting payment for all operating and utility costs associated with each of the facilities it operates within the City's boundaries. In January, 2005, the South Shore Library branch was relocated to a 5,000 square foot condominium space in the Courts Project, located at 131 Alton Road, which was purchased by the Miami Beach Redevelopment Agency specifically for this purpose, pursuant to Resolution No. 444-2003. Since this time however, the County has been unable to pay the monthly condominium maintenance fees, claiming that the current definition of maintenance fees in the Interlocal isn't broad enough to include the payment of condominium fees. Consequently, the RDA has remitted fees totaling $21,948 ($1,987 per month), to the Condominium Association, on behalf of and subject to reimbursement by the County. The proposed Amendment not only provides for reimbursement of any and all payments made by the RDA on behalf of the County, but also renders the County solely responsible for making regular payments to the Courts of South Beach, to include monthly maintenance fees, periodic assessments and any and all other costs associated with the maintenance of the facility.

Additionally, there are certain outstanding water, sewer and stormwater fees which remain unpaid from the old Regional Library facility totaling $13,342. The Amendment requires the County to continue working with the City's Utility Billing Office to resolve this discrepancy.

Adoption of the Amendment is necessary in order to clarify these obligations and to ensure continuing compliance with the Interlocal Agreement.

JMG/TH/KOB
Attachment

T:\AGENDA\2005\Dec0705\Regular\Library Interlocal Memo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH AND MIAMI-DADE COUNTY, DATED JUNE 20, 1986, PERTAINING TO THE PROVISION OF LIBRARY SERVICES FOR THE RESIDENTS OF THE CITY OF MIAMI BEACH, FLORIDA; SAID AMENDMENT REFERENCING THE RELOCATION OF SERVICES TO THE NEW REGIONAL LIBRARY AND THE NEW SOUTH SHORE READING ROOM, RESPECTIVELY; ESTABLISHING A POLICE SUBSTATION AT THE NEW REGIONAL LIBRARY; AND CLARIFYING THE DEFINITION OF "MAINTENANCE FEES" TO INCLUDE THE REIMBURSEMENT OF AND FUTURE PAYMENT BY THE COUNTY OF CONDOMINIUM FEES AT THE NEW SOUTH SHORE READING ROOM, WHICH IS LOCATED AT THE COURTS CONDOMINIUM.

WHEREAS, on June 20, 1986, the City and Miami-Dade County entered into an Interlocal Agreement (Interlocal) pertaining to the respective parties' responsibilities and obligations associated with the provision of library services in Miami Beach; and

WHEREAS, the subsequent relocation of the Regional Library and the South Shore Reading Room to their respective new locations at 227 22nd Street and 131 Alton Road, has prompted the need to amend the Interlocal to reflect the relocation of services to these new facilities; and

WHEREAS, the City and the County have also agreed to the placement of a police substation in the new Regional Library facility, located at 227 22nd Street, the conditions for which have to be incorporated into the Interlocal to address maintenance thereof, access and hours of operation; and

WHEREAS, pursuant to the Interlocal, the County is responsible for remitting payment for all operating and utility costs associated with each of the facilities it operates within the City's boundaries; and

WHEREAS, since the South Shore Reading Room was relocated to a unit in The Courts Condominium, located at 131 Alton Road, the County has been unable to pay the monthly condominium maintenance fees for same, claiming that the current definition of "Maintenance Fees" in the Interlocal is not broad enough to include the payment of condominium fees; and

WHEREAS, the RDA has remitted fees on the County's behalf, totaling (to date) $21,948 ($1,987 per month), to The Courts Condominium Association, subject to reimbursement by the County; and

WHEREAS, the Interlocal needs to be amended to provide for reimbursement of any and all condominium payments made by the RDA on behalf of the County, as well as in the future, clarifying the definition of "Maintenance Fees" in order to reimburse the City for maintenance fees that the City has advanced on the County's behalf, as well as, for the future, render the County solely responsible for making regular payments to The Courts of South Beach Condominium Association, to include monthly maintenance fees, periodic assessments and any and all other costs associated with the maintenance of the facility.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve a First Amendment to the Interlocal Agreement by and between the City of Miami Beach and Miami-Dade County, dated June 20, 1986, pertaining to the provision of library services for the residents of the City of Miami Beach, Florida; said Amendment referencing the relocation of services to the new Regional Library and the South Shore Reading Room, respectively; establishing a police substation at the new Regional Library; and clarifying the definition of "Maintenance Fees" to include the reimbursement of and future payment by the County of the condominium fees at the new South Shore Reading Room, which is located at The Courts Condominium.

PASSED AND ADOPTED this 7th day of December, 2005.

Attest: MAYOR

CITY CLERK

T:\AGENDA\2005\Dec0705\Regular\Library Interlocal Reso.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 11-28-05 Date

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CITY OF MIAMI BEACH AND MIAMI-DADE COUNTY FOR LIBRARY SERVICES

This First Amendment ("Amendment"), made this _____ day of _____, 2005, by and between Miami-Dade County, hereinafter called the "County", and the City of Miami Beach, hereinafter called "the City"

WITNESSETH:

WHEREAS, the County and the City entered into an Agreement for the provision of Library Services on June 20, 1986 (the Agreement); and

WHEREAS, on March 1, 2005, the County began operating a new Regional Library within the City, located at 227 22nd Street, Miami Beach, Florida; said new Regional Library designed and constructed by the City and replacing the former regional library at 2100 Collins Avenue, which has since been closed and demolished; and

WHEREAS, the City is willing to operate a police substation within the new Regional Library; and

WHEREAS, in addition, the South Shore Reading Room relocated on February 22, 2005, from its former location at 225_Washington Avenue, to a facility within the Courts of South Beach Condominium, located at 131 Alton Road, Unit CH-02, Miami Beach, Florida; and

WHEREAS, the parties desire to amend the existing Agreement to acknowledge and approve the new facilities, and the police substation.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree to amend the Agreement as follows:

1. Paragraph 1 of the Agreement, entitled "Premises", is hereby amended to add the following new subsection (c) thereto:

(c) The County and the County Director of Libraries hereby acknowledge and approve the replacement and relocation of the following City library facilities, as provided and permitted by the Agreement:

(i) the former regional library, located at 2100 Collins Avenue, Miami Beach, Florida, has been relocated and replaced with the new Regional Library facility, located at 227 22nd Street, Miami Beach, Florida, as designed and constructed by the City and operated by the County since March 1, 2005; and

(ii) the library facility known as the "South Shore Reading Room", formerly located at 225_Washington Avenue, Miami Beach, Florida, has been relocated and replaced with a new library facility located within the Courts of

South Beach Condominium, at 131 Alton Road, Unit CH-02, Miami Beach, Florida and has been renamed "South Shore Branch."

2. Paragraph 17 of the Agreement, entitled "Indemnification", is deleted in its entirety and replaced with the following new paragraph:

17. Indemnification:

The County does hereby agree to indemnify and hold harmless the City to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a person injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of $200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County.

The City does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the City shall not be held liable to pay a person injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of $200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the City.

This Paragraph 17 shall survive termination of this Agreement.

3. The following new Paragraph 29, entitled "Maintenance Costs for the new Regional Library Facility and the South Shore Branch at the Courts of South Beach Condominium", is added to the Agreement:

29. Maintenance Costs for the new Regional Library Facility and the South Shore Branch at the Courts of South Beach Condominium: The Parties hereby acknowledge that, in accordance with Paragraph 22 of the Agreement, the County shall assume responsibility for the operational costs of the new Regional Library facility and the new South Shore Branch. The County shall also reimburse the Miami Beach Redevelopment Agency (RDA) for any and all payments made by the RDA on behalf of the County for maintenance costs of the South Shore Branch pending the execution of this Amendment. Upon execution of this Amendment, the County shall thereinafter be solely responsible for making regular payments to the Courts of South Beach, Inc., or its surviving entity for maintenance of the South Shore Branch facility, said obligations and costs including, but not limited to, monthly maintenance fees, periodic assessments, and any and all other costs associated with maintenance

of the facility.

Additionally, upon approval of this First Amendment by the City and the County, the County shall, concurrent with its execution of this Amendment, reimburse the City for outstanding water, sewer and stormwater fees for the Regional Library Facility (as of March 14, 2005).

4. The following new Paragraph 30, entitled "Police Substation at Miami Beach Regional Library" is hereby added to the Agreement as follows:

30. Police Substation at Miami Beach Regional Library: The City hereby agrees to operate a Police Substation within the Miami Beach Regional Library in a space designated by the Library Director. The County agrees to guarantee the City twenty-four (24) hour access to the Police Substation located in Room Number ___. The City agrees to maintain the space designated for the Police Substation in a neat and orderly manner and shall assume all costs of providing furniture, fixtures, and equipment for the Police Substation space. The City agrees to be fully responsible for the installation, maintenance and security of the network infrastructure for the Police Substation. Notwithstanding the preceding sentence, the County agrees to provide all day to day maintenance for the Substation during the Police Substation's hours of operation, including, but not limited to, routine cleaning, trash and garbage pick-up, etc., but the County's maintenance responsibilities shall be only to the extent of similar maintenance services provided by the County hereunder with respect to its maintenance and operation of the Regional Library facility.

The County shall be responsible for design and installation of signage for the Police Substation. Such signage will comport with the City's signage standards. The City shall provide to the County the proper logo and wording for such signage.

The City will provide the County with a key for access to the Police Substation, to be used by the County only in the event of an emergency.

5. The following new Paragraph 31, entitled "Entirety of Agreement", is hereby added to the Agreement as follows:

33. Entirety of Agreement: The Parties agree that this Agreement and Exhibits hereto set forth the entire agreement between the Parties, with respect to the use of the library facilities. No promises or understandings, other than those stated in this Agreement, exist between the parties. None of the provisions, terms or conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by the County Manager and City Manager, or where appropriate the Board of County Commissioners and the City Commission.

6. Except as amended herein, the Interlocal Agreement remains in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have caused their appropriate officials to execute this Amendment as of the date first written above.

ATTEST: Harvey Ruvin
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
George M. Burgess, County Manager

Witness: City of Miami Beach

By: _____
City Clerk

By: _____
Jorge M. Gonzalez, City Manager

F:\atto\AGUR\AGREEMNT\Library Interlocal Agreement with Miami-Dade County - Final.DOC

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 11-23-05
Date

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving, In Substantial Form, A Cooperative Purchase Agreement Between The City Of Miami Beach And The State Of Florida Counter-Drug Procurement Program Office To Purchase Qualifying Law Enforcement Equipment Pursuant To National Defense Authorization Act, Section 1122 (Title 10 USC 381), And Further Authorizing The Mayor And City Clerk To Execute The Agreement In Final Form, Subject To Review By The Administration And City Attorney's Office.

Key Intended Outcome Supported:

Increase resident ratings of Public Safety services.

Issue:

Shall the Mayor and City Commission adopt the Resolution?

Item Summary/Recommendation:

The National Defense Authorization Act, Section 1122 (Title 10 USC 381), also known as the "1122 Program", allows state and local law enforcement agencies to purchase law enforcement equipment suitable for use in the performance of counter-drug activities and receive the same U.S. Government pricing from its approved vendors. The 1122 Program for the State of Florida is administered and coordinated by the Florida Counter-Drug Procurement Program office located in the Orange County Sheriff's Office, Orange County, Florida, as designated by the Governor of the State of Florida. The Miami Beach Police Department, as a qualifying law enforcement agency, would receive the same significant discount pricing the federal government receives from its vendors. All law enforcement equipment purchased through the 1122 Program which is managed by the FLCDPP office.

The Administration recommends adopting the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

	Amount	Account	Approved
1	N/A		
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Andrew E. Terpak

Sign-Offs:

Department Director	Assistant City Manager	City Manager
DD____ AET____ GL____	RCM____	JMG____

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MIAMIBEACH

AGENDA ITEM C7K
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission
FROM: City Manager Jorge M. Gonzalez
DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN SUBSTANTIAL FORM, A COOPERATIVE PURCHASE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE STATE OF FLORIDA COUNTER-DRUG PROCUREMENT PROGRAM OFFICE TO PURCHASE QUALIFYING LAW ENFORCEMENT EQUIPMENT PURSUANT TO NATIONAL DEFENSE AUTHORIZATION ACT SECTION 1122 (TITLE 10 USC 381), AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT IN FINAL FORM, SUBJECT TO REVIEW BY THE ADMINISTRATION AND CITY ATTORNEY'S OFFICE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Among key positive results reflected in the 2005 City of Miami Beach community survey are safety and City services provided by Police with 78% of residents and 90% of businesses rating the overall services of Police as good or excellent. The survey also reflected some key areas for improvement in Public Safety with 26% for reducing homelessness; 25% increasing visibility of police in neighborhoods; and 23% for preventing crime.

The proposed Purchase Agreement between the City of Miami Beach and the Florida Counter-Drug Procurement Program office will present an opportunity for the City of Miami Beach to select from a wide array of modern and up-to-date law enforcement equipment, vehicles and supplies for purchase at the same reduced rates the Federal government receives. In utilizing program approved vendors and law enforcement products supplied by the Florida Counter-Drug Procurement Program office as an option for purchases, the City will be aided in increasing its public safety initiatives and improving an already positive outcome.

The National Defense Authorization Act Section 1122 (Title 10 USC 381), also known as the "1122 Program", allows state and local law enforcement agencies to purchase law enforcement equipment suitable for use in the performance of counter-drug activities

and receive the same pricing discounts available to the Federal government. The Florida point of contact for the 1122 Program, designated by the Governor of the State of Florida, is Kevin Beary, Orange County Sheriff, Orange County, Florida. Kevin Beary is also the State Coordinator of the "State and Local Law Enforcement Equipment Procurement Program". The Florida Counter-Drug Procurement Program office (FLCDPP) was further established pursuant to the 1122 Program, as a public-private partnership and designated "State Point of Contact" for the 1122 Program administration.

The City of Miami Beach Police Department is a qualifying law enforcement agency under the 1122 Program. Specifications for equipment purchases are submitted to the Florida Counter-Drug Procurement Program. The FLCDPP reviews the submitted specifications and researches the U.S. Government's approved vendors for a match. For further details about this special purchasing program process, please review Attachment A.

Miami-Dade, Broward, Monroe, Palm Beach and Collier County Sheriff's offices, and the Cities of Miami, Coral Gables, Fort Lauderdale, North Miami, Pinecrest, Hallandale Beach, Pembroke Pines and West Palm Beach Police Departments are all participants in the 1122 Program. The Florida Department of Law Enforcement (FDLE) and Florida Fish and Wildlife agencies, as well as many other local law enforcement agencies across Florida, currently participate in the 1122 Program.

Attached please find a copy of the Cooperative Purchase Agreement for the purchase of law enforcement equipment under the 1122 Program, between the City of Miami Beach and the State of Florida Counter-Drug Procurement Plan office.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, adopt the resolution to approve, in substantial form, a Cooperative Purchase Agreement between the City of Miami Beach and the State of Florida Counter-Drug Procurement Program office to purchase qualifying law enforcement equipment pursuant to National Defense Authorization Act, Section 1122 (Title 10 USC 381), and further authorizing the Mayor and City Clerk to execute the Agreement in final form, subject to review by the Administration and City Attorney's Office.

JMG/RCM/DD/GL/AET/mo
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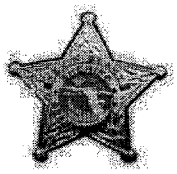
ATTACHMENT A



State of Florida Counter Drug Procurement Program

Sheriff Kevin Beary

Governor Jeb Bush

Law Enforcement Procurement Program

The National Defense Authorization Act of 1994 established the Law Enforcement Procurement Program. It allows state and local law enforcement agencies (LEAs) to purchase law enforcement equipment for use in counter-drug, anti-drug, and drug interdiction campaigns from the Federal Government at substantial savings. In Florida, LEAs must make purchases through the Counter-Drug Procurement Program. This program is not a replacement for the Excess Property Program, but a powerful additional tool to enable LEAs to wage war on drugs in their communities.

Through this procurement program, LEAs are able to leverage their buying power to take advantage of the U.S. Government's massive contract vendor system.

This program gives LEAs the ability to purchase exactly what their agency needs. Here is a partial list of what can be purchased through the program:

- Communications equipment
- Electronics and surveillance equipment, to include night vision goggles
- Cameras, film, binoculars and accessories
- Body armor, restraining equipment, personal law enforcement equipment and vehicles
- Drug testing equipment and kits

The vendors are leaders in their fields:

RBR Armor	Motorola	Ford
Safariland	Peerless Handcuffs	Litton
ITT	American Body Armor	

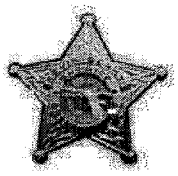
Program Procedures:

- LEAs tell us what their requirements are and supply us with the National Stock Number (NSN), manufacturer, item type/number, specifications.
- We go through our sources to find who has the item and at what cost savings.
- We fax a Pro Forma Invoice with the price quote to the LEA.
- The LEA sends us a Purchase Order to secure funds for the cost of the equipment.
- We place the order. Shipments are made directly to the LEA to avoid shipping delays.
- Upon receipt of the equipment, the LEA forwards a check to FLCDPP. The money is deposited into a dedicated FLCDPP account.
- FLCDPP pays the vendor invoice when the LEA acknowledges receipt of the equipment.

This is a no-risk program for the LEAs. They decide if the government's negotiated prices are better than their vendors. Even if the prices only match – our quotes can be used for additional negotiating power.

The Law Enforcement Agencies win either way!

ATTACHMENT A



State of Florida Counter Drug Procurement Program

Sheriff Kevin Beary

Governor Jeb Bush

GENERAL INFORMATION

What is the Procurement Program?

The Florida Counter-Drug Procurement Program is a program with allows state and local governments to purchase law enforcement equipment through certain Federal procurement channels, provided that the equipment is used in the performance of counter-drug activities. The program affords state and local governments the opportunity to maximize their use of taxpayer dollars by taking advantage of the purchasing power of the Federal Government to receive discounts commensurate with large volume purchases.

What is the authority for the Procurement Program?

Section1122 of the fiscal year 1994 National Defense Authorization act established the authority for this procurement program. Thus, the authority for the Florida Counter-Drug Procurement Program resides with the Department of Defense.

Why is the Procurement Program referred to as the "1122 Program"?

"1122" refers to the section of the fiscal year 1994 National Defense Authorization Act which established the program; thus the program is commonly referred to as the "1122 Program."

What agencies are involved in the 1122 Program?

The U.S. Army, the General Services Administration (GSA), the Defense Logistics Agency (DLA) and the Department of Justice (DOJ) are actively involved in the 1122 program. As the Executive Agent of the program, the U.S. Army has formed a steering committee consisting of representatives from GSA, DLA and DOJ to oversee the implementation of the program.

What GSA products are available under the 1122 Program?

Currently, state and local governments may purchase motor vehicles from GSA as well as items from the GSA Federal Supply Service (FSS) Schedules or Contracts listed in the Law Enforcement Equipment and Supplies Catalog.

How may I obtain a copy of these Schedules?

Copies of FSS Schedules are available by accessing the Schedules E-Library on GSA's Internet site at:
http://www.gsaelibrary.gsa.gov

State of Florida Counter Drug Procurement Program

Sheriff Kevin Beary

Governor Jeb Bush

Page Two
1122 Program General Information

What are the GSA's responsibilities under the 1122 Program?

Under the provisions of the statute, GSA is responsible for the development of a catalog, which not only explains the 1122 Program, but also delineates those products that may be procured under the program. GSA is also responsible for providing state agencies with training on the use of the catalog, as well as in ordering procedures under the program.

How does the 1122 Program work?

Each state participating in the 1122 Program designated a State Point of Contact (SPOC) to administer the state's activities under the program, by validating the counter-drug mission of each procurement request and by ensuring the availability of funds.

Are there any restrictions for state and local law enforcement agencies regarding the use of products available under the 1122 Program?

The statute limits the use of the 1122 Program to items specifically used in the performance of counter-drug activities. Thus, the program cannot be used for routine law enforcement purposes.

How many states are currently participating in the 1122 Program?

Currently at least 45 states have elected to participate in the 1122 Program.

ATTACHMENT A

State of Florida Counter Drug Procurement Program

Sheriff Kevin Beary

Governor Jeb Bush

PRIMARY WEB SITES

GENERAL SERVICES ADMINISTRATION http://www.gsaadvantage.gov/

1. Find the Search/Browse box on the web page.
2. Enter the item you are looking for.
3. Enter the "Ship To" zip code.
4. If search is too broad, refine the search by entering other search words. Click on "Search within Results".
5. Multiple items may appear. If the item you are looking for appears, click on "More Product Detail". This will give you the vendor, price, etc.
6. If this is the correct item, print the screen.
   a. Shift – Print Screen.
   b. Close the window.
   c. Exit Internet Explorer.
   d. Open Word.
   e. Click "Paste" icon.
   f. Print the page.
7. Forward this copy to the agency point of contact.

DLA ELECTRONIC MALL (EMALL) http://www.emall.dla.mil

1. Under DOD Emall Logon, select Guest.
2. Enter the keyword for the item you are trying to locate.
3. If search is too broad, add more words to search for.
4. The results will be shown below the query. Your search results can also be located at the top of the page under "Searching". Select the highest number for the most recent search.
5. If you locate the correct item, print the screen.
   a. Shift – Print Screen.
   b. Close the window.
   c. Exit Internet Explorer.
   d. Open Word.
   e. Click "Paste" icon.
   f. Print the page.
6. Forward this copy to the agency point of contact.

DLSC SERVICE CENTERS

(This site provides information about excess and surplus items that are available.)

Law Enforcement Support Office http://www.leso.hq.dla.mil

ATTACHMENT A

State of Florida Counter Drug Procurement Program

Sheriff Kevin Beary

Governor Jeb Bush

(This site provides comprehensive cataloging and product information, including information on all products catalogued by the federal government.)

Defense Logistics Information Service http://www.dlis.dla.mil

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPPROVING, IN SUBSTANTIAL FORM, A COOPERATIVE PURCHASE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE STATE OF FLORIDA COUNTER-DRUG PROCUREMENT PROGRAM OFFICE TO PURCHASE QUALIFYING LAW ENFORCEMENT EQUIPMENT PURSUANT TO NATIONAL DEFENSE AUTHORIZATION ACT SECTION 1122 (TITLE 10 USC 381); AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT IN FINAL FORM, SUBJECT TO REVIEW BY THE ADMINISTRATION AND CITY ATTORNEY'S OFFICE.

WHEREAS, the State of Florida Counter-Drug Procurement Program office is designated as the State point of contact for the State and Local Law Enforcement Equipment Procurement Program, a State of Florida program established and maintained pursuant to National Defense Authorization Act. Section 1122 (Title 10 USC 381) (also known as "the 1122 Program"); and

WHEREAS, the State of Florida Counter-Drug Procurement Program permits state and law enforcement agencies to purchase through federal procurement channels law enforcement equipment suitable for use in the performance of counter-drug activities; and

WHEREAS, the Program will permit local law enforcement agencies to take advantage of the purchasing power of the federal government to receive discounts commensurate with large volume purchases; and

WHEREAS, a Cooperative Purchase Agreement is necessary so that the City of Miami Beach may order qualifying law enforcement equipment under the 1122 Program, through the Florida Counter-Drug Procurement Program;

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve, in substantial form, the attached Cooperative Purchase Agreement between the City and the State of Florida Counter-Drug Procurement Program to purchase qualifying law enforcement equipment pursuant to National Defense Authorization Act Section 1122 (Title 10 USC 381); and further authorizing the Mayor and City Clerk to execute the Agreement in final form, subject to review by the Administration and City Attorney's Office.

PASSED and **ADOPTED** this _____ day of _____, 2005.

_____
MAYOR

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

ATTEST:

_____
CITY CLERK

_____ 11-21-05
City Attorney **Date**

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2005, between the **City of Miami Beach, Florida**, hereinafter sometimes referred to as "Agency", a municipal corporation, law enforcement agency, or political subdivision of the State of Florida, and the State of Florida Counter-Drug Procurement Program, (FLCDPP) office.

WHEREAS, voluntary purchasing agreements between and among public agencies in the State of Florida have been shown to improve competition, quality, services, provide lower prices for materials and services, and void duplication of efforts; and

WHEREAS, Kevin E. Beary, Orange County Sheriff has been designated by the Governor of the State of Florida as the State Coordinator for the "*State and Local Law Enforcement Equipment Procurement Program*" established and maintained pursuant to National Defense Authorization Act Section 1122 (Title 10 USC 381) hereafter known as the '1122 Program'. Subsequently the Florida Counter-Drug Procurement Program (FLCDPP) Office was established as a public-private partnership and designated "State Point of Contact" for the Program administration. Which Program permits state and local law enforcement agencies to purchase through federal procurement channels law enforcement equipment suitable for use in the performance of counter-drug activities; and

WHEREAS, the 1122 Program will permit local law enforcement agencies to take advantage of the purchasing power of the federal government to receive discounts commensurate with large volume purchases; and

WHEREAS, this Cooperative Purchase Agreement is necessary in order that the Agency may order qualifying law enforcement equipment under the 1122 Program through the Florida Counter-Drug Procurement Program acting as the SPOC.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result therefrom, the parties agree as follows:

1. The purpose of the Agreement is a cooperative agreement between the Agency and FLCDPP for the procurement of qualifying law enforcement equipment under the United States 1122 Program by the Agency through the Florida Counter-Drug Procurement Program, as the SPOC for the 1122 Program.

2. The Agency shall submit all procurement requests under the 1122 Program to the FLCDPP office along with all documentation required by the Federal Government validating the counter-drug mission for each procurement request.

3. The FLCDPP office shall submit, in the name of the Agency, all procurement requests by the Agency under the 1122 program.

4. The Agency shall be responsible for the payment of all costs and expenses associated with procurement requests under the 1122 Program submitted to the FLCDPP office by the Agency. The Agency will submit a purchase order for the exact dollar amount of the product or service at the time of ordering. All orders shall be paid in full within 30 days of receipt to FLCDPP for equipment, materials and services received in accordance with the terms and conditions of the procurement.

5. Receipt, inspection and acceptance of all equipment, materials and services ordered under this Agreement shall be the exclusive obligation of the Agency.

6. The exercise of any rights or remedies by the Agency shall be the exclusive obligation of the Agency.

7. In this Agreement, failure of an entity to secure performance under its purchase order, does not necessarily require another entity to exercise its own rights or remedies.

8. The procurement of equipment through the 1122 Program shall be subject to, and in accordance with, the terms and conditions entered into by the applicable federal agency with the vendor, except for modifications of those terms and conditions otherwise allowed by law.

9. The selection of equipment to be ordered through the 1122 Program will be at the option of the Agency, except that all such equipment shall only be procured and used for counter-drug related activities.

10. FLCDPP shall not be liable in any fashion for any violation by the Agency of the terms, guidelines, regulations and statutes applicable to the 1122 Program. FLCDPP and the Agency agree to assume responsibility for the acts, omissions, or conduct of each party's own employees in connection with any procurement under the 1122 Program. The Agency and FLCDPP do not thereby waive any protections, available defenses or limitations of actions, to which they may be entitled in accordance with section 768.28 Florida Statutes, and Florida law. Any limitation on a party's liability shall be in accordance with section 768.28, Florida statutes, or any other applicable provision of Florida law.

11. Either party may terminate, without notice, this Agreement if the other party fails to comply with the terms of this Agreement. Otherwise, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days notice to the other party.

12. The parties are authorized to enter into this agreement pursuant to Chapter 217, Florida Statutes.

13. This Agreement shall take effect upon signing by both parties.

14. Notices required under this Agreement shall be sent to the following:

For Miami Beach Police Department:

_____
_____
_____
_____
_____

For FLCDPP:

Captain Randy McKendree
Florida 1122 Program Manager
State Point of Contact (SPOC)
Florida Counter-Drug Procurement Program
Post Office Box 1440
Orlando, FL 32802-1440

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date first written above.

FLCDPP:

_____
Randy McKendree
Florida Counter-Drug Procurement Program
Florida State 1122 Program Manager

Attested:

_____
Cynthia A. Lawing
Florida Counter-Drug Procurement Program
Florida State 1122 Program Coordinator

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 11-21-05 Date

For City of Miami Beach:

By: _____

Printed Name: _____

Title: _____

Attested: _____

Accepted and Agreed by
Miami Beach Police Department:

By: _____

Printed Name: _____

Title: _____

Attested: _____

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Condensed Title:

A Resolution Authorizing The City Manager Or His Designee To Apply For/ Accept Seven (7) Grants.

Key Intended Outcome Supported:

Improve The City's Overall Financial Health And Maintain Overall Bond Rating (See Memorandum).

Issue:

Shall The City Commission Approve The Following Grants?

Item Summary/Recommendation:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Authorizing The City Manager Or His Designee Retroactively To Submit Applications For Grant Funds To The Following Agencies: 1) Federal Emergency Management Agency (FEMA) For Hazard Mitigation Planning Grant Funds For Funding In An Amount Not To Exceed $325,000 For The Development Of A Geographic Information System (GIS); 2) Federal Emergency Management Agency For Hazard Mitigation Planning Grant Funds For Funding In An Amount Not To Exceed $100,000 For The Development Of An Emergency Management Plan; 3) Miami-Dade County Office Of Emergency Management For FY 2005/06 Florida Domestic Security Funding For Citywide Security-Related Projects; 4) State Of Florida Department Of Environmental Protection Coastal Partnership Initiative Grant For Funding In An Amount Not To Exceed $30,000 For The Allison Park Eco-Walk Project; 5) Federal Emergency Management Agency (FEMA) For Pre-Disaster Mitigation Funds For Storm Shutters And Protective Glass For City Buildings; 6) Us Soccer Foundation For Funding In An Amount Not To Exceed $100,000 For Renovation Of Normandy Isle Soccer Field; And For, 7) Emergency Food And Shelter Program For Funding In An Amount Not To Exceed $40,000 For Homeless Outreach Initiatives; Further Appropriating The Grants And Matching Funds, If Approved And Accepted By The City; And Authorizing The Execution Of All Necessary Documents Related To These Applications.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

Grant/Project	Grant Amount	Match Amount/Account
1 – FEMA Geographic Information System	$325,000	$107,488 Public Works Operating; $62,900 In-Kind Match, Salaries.
2 – FEMA Emergency Management Plan	$100,000	$32,250 In-Kind Match, Salaries
3 – MDC Security-Related Projects	N/A	No Match Required
4 – DEP Coastal Allison Park	$30,000	$30,000 Public Works Operating
5 – FEMA Pre-Disaster Mitigation	$1,220,590	$765,000 General Obligation Bond Fund
6 – US Soccer Normandy Isle Soccer	$100,000	$650,000 – General Obligation Bond Funding; US HUD Grant
7 – Emergency Food & Shelter – Homeless	$40,000	$276,625 Neighborhood Services Operating
Total		

City Clerk's Office Legislative Tracking:

Judy Hoanshelt, Grants Manager, Office Of Budget And Performance Improvement

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	—	

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MIAMIBEACH

AGENDA ITEM C7L

DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE RETROACTIVELY TO SUBMIT APPLICATIONS FOR GRANT FUNDS TO THE FOLLOWING AGENCIES: 1) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR HAZARD MITIGATION PLANNING GRANT FUNDS FOR FUNDING IN AN AMOUNT NOT TO EXCEED $325,000 FOR THE DEVELOPMENT OF A GEOGRAPHIC INFORMATION SYSTEM (GIS); 2) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR HAZARD MITIGATION PLANNING GRANT FUNDS FOR FUNDING IN AN AMOUNT NOT TO EXCEED $100,000 FOR THE DEVELOPMENT OF AN EMERGENCY MANAGEMENT PLAN; 3) MIAMI-DADE COUNTY OFFICE OF EMERGENCY MANAGEMENT FOR FY 2005/06 FLORIDA DOMESTIC SECURITY FUNDING FOR CITYWIDE SECURITY-RELATED PROJECTS; 4) STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION COASTAL PARTNERSHIP INITIATIVE GRANT FOR FUNDING IN AN AMOUNT NOT TO EXCEED $30,000 FOR THE ALLISON PARK ECO-WALK PROJECT; 5) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR PRE-DISASTER MITIGATION FUNDS FOR STORM SHUTTERS AND PROTECTIVE GLASS FOR CITY BUILDINGS; 6) US SOCCER FOUNDATION FOR FUNDING IN AN AMOUNT NOT TO EXCEED $100,000 FOR RENOVATION OF NORMANDY ISLE SOCCER FIELD; AND FOR, 7) EMERGENCY FOOD AND SHELTER PROGRAM FOR FUNDING IN AN AMOUNT NOT TO EXCEED $40,000 FOR HOMELESS OUTREACH INITIATIVES; FURTHER APPROPRIATING THE GRANTS AND MATCHING FUNDS, IF APPROVED AND ACCEPTED BY THE CITY; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THESE APPLICATIONS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

By increasing available revenues these grants, if awarded, support the citywide key intended outcome: improve the City's overall financial health and maintain overall bond rating. In addition, each grant supports more specific citywide key intended outcomes as detailed below.

1. Retroactive approval to submit a grant application to the Federal Emergency Management Agency (FEMA) for Hazard Mitigation Planning grant funds for funding in an amount not to exceed $325,000 for the development of a Geographic Information System (GIS)

The Hazard Mitigation Grant Program (HMGP) is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and is administered by FEMA. FEMA provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. In 1998, FEMA created the Hazard Mitigation Planning program to promote and support the mitigation planning process and to provide guidance and resources to States and local governments.

FEMA announced the availability of funding for Planning grants recently, with an October 1, 2005 deadline. The information was received after the September 9, 2005 City Commission meeting. As such, the Administration submitted a grant application requesting funding for a Geographic Information System (GIS), and now requests retroactive approval for the grant submittal.

GIS has long been a tool for emergency management and is evolving as a central platform for responding to large-scale emergencies. The City does not currently have an Enterprise GIS system, and would benefit from such a system for hurricane and emergency incidents in order to quickly and effectively coordinate resources and deploy assistance. The Administration intends to develop layers of GIS that depict utility infrastructure, City facilities, transportation systems, street lighting and more. A 25% match is required of this grant. Matching funds will be provided through a cash match in the amount of $107,488 already dedicated to this project, as well as an in-kind match in the form of salaries dedicated to this project. This project supports the key intended outcome: Increase resident ratings of Public Safety Services.

2. Retroactive approval to submit a grant application to the Federal Emergency Management Agency (FEMA) for Hazard Mitigation Planning grant funds for funding in an amount not to exceed $100,000 for the development of an Emergency Management Plan

In addition to the above GIS system, the City also submitted an application to the Hazard Mitigation Planning program for the development of an Emergency Management Plan, and also requests retroactive approval for the submittal. The Emergency Management Plan would be in accordance with both the National Incident Management System, and the State Mitigation Plan. The proposed plan will be a detailed comprehensive document that addresses a variety of threats to the City and will provide the most effective organization for response.

The City has applied for funding in the amount of $100,000, with matching funds in the amount of $32,250 from in-kind City staff time dedicated to this project. Supports the key intended outcome: Increase resident ratings of Public Safety Services.

3. Retroactive approval to submit a grant application to the Miami-Dade County Office of Emergency Management For FY 2005/06 Florida Domestic Security funding for citywide security-related projects

The City of Miami Beach is a participating municipality in Miami-Dade County's Domestic Preparedness Strategy program. Through the County, municipalities and eligible organizations apply for funding to various federal and State, Homeland and Domestic Security funding programs, including Urban Area Security Initiative and US Department of Homeland Security funding programs. In October 2005, the County notified all municipalities that applications for funding should be submitted. The Administration compiled 12 project applications and submitted them to the County for review, rating and submission to funding agencies. The City's submission included requests for the following priority projects: Emergency Operations Center equipment, emergency response van, and communications equipment, emergency portable generators, water system infrastructure, training and equipment.

The applications do not require matching funds, however, the City will match projects according to the funding that has already been appropriated to each project. Supports the key intended outcome: Increase resident ratings of Public Safety Services.

4. Retroactive approval to submit an application to the State of Florida, Department of Environmental Protection Coastal Partnership Initiative Grant for funding in an amount not to exceed $30,000 for the City's Allison Park Eco-Walk Project

The Florida Coastal Management Program receives a grant from the National Oceanic and Atmospheric Administration each year to support coastal management activities. A portion of these grant funds is passed on to local governments and state and regional agencies for the Coastal Partnerships Initiative. The goal of these projects is to develop, plan or implement specific improvements to manage natural or cultural resources.

The Miami-Dade County Sea Turtle Nesting and Relocation Program has recently reported a substantial decrease in the number of sea turtle nests in the County. The Allison Park Eco-walk will help in the preservation and protection of Miami Beach's sensitive coastal resources and shoreline through education of residents and visitors by means of interpretive signage and displays in Allison Park. It will also help to raise public awareness of the sensitive coastal ecosystem, threatened and endangered sea turtle species. This fully accessible project builds directly on the objectives and initiatives of Miami-Dade County's Local Mitigation Strategy, the County's blueprint for hazard mitigation functions, including water management and natural resource conservation.

Matching funds are required, and are available from existing funding dedicated to this project. Supports the key intended outcome: Preserve our beaches.

5. Approval to submit a grant application to the Federal Emergency Management Agency (FEMA) for pre-disaster mitigation funds for storm shutters and protective glass for city buildings

The Pre-Disaster Mitigation (PDM) program was authorized by §203 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 USC. Funding for the program is provided through the National Pre-Disaster Mitigation Fund to assist States and local governments in implementing cost-effective hazard mitigation activities that complement comprehensive mitigation programs, reduce injuries, loss of life, and damage and destruction of property. As required, the City has a FEMA-approved mitigation plan and is eligible to receive project grant funding under the PDM program.

The City plans to submit an application for funding through the PDM program for storm shutters and protective glass for City buildings in order to mitigate potential future damage to these properties. The buildings include: Historic City Hall, Police Station, City Hall, Fire Station #3, Fire Station #1, Fleet Management, 777 building (1701 Meridian Avenue), 21st Street Recreation Office, 555 17th Street, Byron Carlyle Theater and the North Shore Community Center.

The buildings listed above require protection for windows during a significant weather event. As a barrier island, Miami Beach is subject to high winds, missile hazards and significant impact damage. The City is replacing many of the existing, and deteriorated shutters with new shutters; installing new shutters on facilities that currently do not have protection; and will install protective glass at Historic City Hall. The City intends to apply to Pre-Disaster Mitigation funding for hazard mitigation at buildings that will be constructed/renovated in the future.

The deadline for this grant application is February 3, 2006 and a 25% match is required of this grant. The City will utilize matching funds from the Miami-Dade County 2004 General Obligation Bonds approved by the voters for the restoration of Historic City Hall. Supports the key intended outcomes: 1) Increase resident ratings of Public Safety Services and 2) Ensure well-maintained facilities.

6. Approval to submit a grant application to the US Soccer Foundation for funding in an amount not to exceed $100,000 for the renovation of Normandy Isle Soccer field

The United States Soccer Foundation Inc. is a not-for-profit corporation qualified under Section 501(c) (3) of the Internal Revenue Code. Earnings from the permanent endowment funds of the Foundation are the source for grants made by the foundation for soccer projects. The Foundation is in its tenth year of operation, and has awarded almost $20 million in grant funds to municipalities, governing bodies, and soccer organizations.

Normandy Isle Park is a 3.60 acre park located between Normandy Isle Drive and 71st Street. The master plan for the improvement of the park includes a new pool facility, bathrooms, locker rooms, multipurpose room/ recreation center, shade pavilion, soccer field renovation, multipurpose court, field lighting, security lighting, landscaping, irrigation, drainage, new tot lot and site furnishings, perimeter fencing, walkways, on-

street parking and signage. At this time, only the construction of the funded portions of the project are underway. The soccer field component is currently unfunded. This grant, if awarded, will provide funding to renovate the soccer field. The grant requires matching funds at a ratio of $2 foundation: $1 local. The City has matching funds for this project in GO Bond funding, and other funds dedicated to the Normandy Isle Park Project, including a previously awarded US Department of Housing and Urban Development grant previously awarded to this project. This project supports the key intended outcomes: Ensure quality CIP projects and Increase satisfaction with recreational programs.

7. Approval to submit a grant application to the Emergency Food and Shelter program for funding in an amount not to exceed $40,000 for homeless outreach initiatives

The Emergency Food and Shelter Program was established in March 1983. The program is sponsored by the Federal Emergency Management Agency (FEMA). The program was created to assist people in need of emergency assistance. The City intends to apply for funding for homeless outreach services, including funding for food vouchers and funds for hotel/motel shelter for individuals and families in financial need.

The City has matching funds to leverage the grant funds in current operating funds for the Neighborhood Services Homeless Division. Supports the key intended outcome: Reduce the number of homeless.

CONCLUSION

The Administration requests approval to submit applications for grant funds to the following agencies: 1) Federal Emergency Management Agency (FEMA) for hazard mitigation planning grant funds for funding in an amount not to exceed $325,000 for the development of a geographic information system (GIS); 2) Federal Emergency Management Agency (FEMA) for hazard mitigation planning grant funds for funding in an amount not to exceed $100,000 for the development of an Emergency Management Plan; 3) Miami-Dade County Office of Emergency Management for FY 2005/06 Florida Domestic Security funding for citywide security-related projects; 4) State of Florida Department of Environmental Protection Coastal Partnership Initiative grant for funding in an amount not to exceed $30,000 for the Allison Park Eco-Walk Project; 5) Federal Emergency Management Agency (FEMA) For Pre-Disaster Mitigation Funds for storm shutters and protective glass for city buildings; 6) US Soccer Foundation for funding in an amount not to exceed $100,000 for renovation of Normandy Isle soccer field; and for, 7) Emergency Food And Shelter Program for funding in an amount not to exceed $40,000 for homeless outreach initiatives; further appropriating the grants, if approved and accepted by the City; and authorizing the execution of all necessary documents related to these applications.

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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT APPLICATIONS FOR GRANT FUNDS TO THE FOLLOWING AGENCIES: 1) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR HAZARD MITIGATION PLANNING GRANT FUNDS FOR FUNDING IN AN AMOUNT NOT TO EXCEED $325,000 FOR THE DEVELOPMENT OF A GEOGRAPHIC INFORMATION SYSTEM (GIS); 2) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR HAZARD MITIGATION PLANNING GRANT FUNDS FOR FUNDING IN AN AMOUNT NOT TO EXCEED $100,000 FOR THE DEVELOPMENT OF AN EMERGENCY MANAGEMENT PLAN; 3) MIAMI DADE COUNTY OFFICE OF EMERGENCY MANAGEMENT FOR FY 2005/06 FLORIDA DOMESTIC SECURITY FUNDING FOR CITYWIDE SECURITY-RELATED PROJECTS; 4) STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION COASTAL PARTNERSHIP INITIATIVE GRANT FOR FUNDING IN AN AMOUNT NOT TO EXCEED $30,000 FOR THE ALLISON PARK ECO-WALK PROJECT; 5) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR PRE-DISASTER MITIGATION FUNDS FOR STORM SHUTTERS AND PROTECTIVE GLASS FOR CITY BUILDINGS; 6) US SOCCER FOUNDATION FOR FUNDING IN AN AMOUNT NOT TO EXCEED $100,000 FOR RENOVATION OF NORMANDY ISLE SOCCER FIELD; AND FOR, 7) EMERGENCY FOOD AND SHELTER PROGRAM FOR FUNDING IN AN AMOUNT NOT TO EXCEED $40,000 FOR HOMELESS OUTREACH INITIATIVES; FURTHER APPROPRIATING THE GRANTS AND MATCHING FUNDS, IF APPROVED AND ACCEPTED BY THE CITY; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THESE APPLICATIONS.

WHEREAS, FEMA administers the Hazard Mitigation Grant Program (HMGP) authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS, the purpose of the HMGP is to promote and support mitigation planning process and to provide guidance and resources to States and local governments; and

WHEREAS, retroactive approval is requested from the City Commission for submittal of a grant application requesting funding for a Geographic Information System (GIS) in an amount of $325,000 to the HMGP, leveraging $107,488 already dedicated to this project; and

WHEREAS, the Hazard Mitigation Planning program facilitates the development of an Emergency Management Plan;and

WHEREAS, the proposed plan will be a detailed comprehensive document that addresses a variety of threats to the City and will provide the most effective organization for response; and

WHEREAS, retroactive approval is requested for submittal of this grant application and matching funds in the amount of $32,250 in-kind City staff time dedicated to this project; and

WHEREAS, the City of Miami Beach participates in Miami-Dade County's Domestic Preparedness Strategy program; and

WHEREAS, the City includes the following priority projects: Emergency Operations Center equipment, emergency response van, communications equipment, emergency portable generators, water system infrastructure, training and equipment; and

WHERAS, retroactive approval is requested for submittal of this grant application; and

WHEREAS, the applications do not require matching funds, although the City will match projects according to the funding that has already been appropriated to each project; and

WHEREAS, the Florida Coastal Management Program receives a grant from the National Oceanic and Atmospheric Administration each year to support coastal management activities; and

WHEREAS, the goal of the Coastal Partnerships Initiative is to develop, plan, or implement specific improvements to manage natural or cultural resources; and

WHEREAS, retroactive approval is requested for funding to the State of Florida, Department of Environmental Protection in an amount not to exceed $30,000 for the Eco-Walk project at Allison Park; and

WHEREAS, pre-disaster mitigation program (PDM) under Section 203 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), is designed to assist States and local governments in implementing cost-effective hazard mitigation activities that complement comprehensive mitigation programs; and

WHEREAS, the City has a FEMA-approved mitigation plan and is eligible to receive grant funding under the PDM program; and

WHEREAS, approval is requested for City to submit application before the February 3, 2006 deadline for funding of storm shutters and protective glass for City buildings in order to mitigate potential future damage to these properties; and

WHEREAS, The US Soccer Foundation is a not-for-profit corporation in its 10th year of operation and qualified under Section 501 (c) (3) of the Internal Revenue Code; and

WHEREAS, Normandy Isle Park soccer field component is currently unfunded; and

WHEREAS, retroactive approval is requested from the City Commission to submit a grant application in an amount not to exceed $100,000 for the construction of a regulation soccer field at Normandy Isle Park; and

WHEREAS, the Emergency Food and Shelter Program, sponsored by FEMA, was established in March 1983; and

WHEREAS, the program is designed to assist people in need of emergency assistance; and

WHEREAS, retroactive approval is requested from the City Commission to submit a grant application in an amount not to exceed $40,000 for homeless outreach initiatives, including food vouchers and funds for hotel/motel shelter for individuals and families in financial need.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission hereby retroactively approve and authorize the City Manager or his designee to submit applications for grant funds to the following agencies: 1) Federal Emergency Management Agency (FEMA) for hazard mitigation planning grant funds for funding in an amount not to exceed $325,000 for the development of a Geographic Information System (GIS); 2) Federal Emergency Management Agency (FEMA) for hazard mitigation planning grant funds for funding in an amount not to exceed $100,000 for the development of an emergency management plan; 3) Miami Dade County Office of Emergency Management for FY 2005/06 Florida Domestic Security Funding for citywide security-related projects; 4) State of Florida Department of Environmental Protection Coastal Partnership Initiative Grant for funding in an amount not to exceed $30,000 for the Allison Park Eco-Walk Project; 5) Federal Emergency Management Agency (FEMA) for Pre-Disaster Mitigation funds for storm shutters and protective glass for city buildings; 6) US Soccer Foundation for funding in an amount not to exceed $100,000 for renovation of Normandy Isle Soccer Field; and for, 7) Emergency Food and Shelter Program For Funding in an amount not to exceed $40,000 for homeless outreach initiatives; further appropriating the grants and matching funds, if approved and accepted by the city; and authorizing the execution of all necessary documents related to these applications.

PASSED and ADOPTED this _____ day of _____, 2005

ATTEST:

_____ _____

CITY CLERK **MAYOR**

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 12-2-05 Date

Condensed Title:

A Resolution to Accept the City Manager's Recommendation Relative to the Ranking of Proposals Pursuant to Request for Proposals (RFP) No. 07-04/05 to Provide Testing Services/Programs to Determine Qualified Applicants for Police and Fire Entry Level and Classified Promotional Classifications, (Base Proposal) and; 2) Provide Consultation Services (Alternate Proposal) for the Sworn and Non-Sworn Positions for Job Analysis Results Developed Entry Level and Promotional Tests, Scoring, Minimum Requirements for Jobs, and Background Tests Requirements and Authorizing the Mayor and City Clerk to Execute a Professional Service Agreement with David Santisteban, Ph.D.

Key Intended Outcome Supported:

Attract and maintain a quality workforce.

Issue:

Shall the City Commission adopt the Resolution?

Item Summary/Recommendation:

On January 12, 2005, the City Commission authorized the issuance of a Request for Proposal (RFP) to solicit proposals from a professional service provider to conduct testing programs to determine qualified applicants for both the Police and Fire Departments for the City of Miami Beach.

The City is seeking to enter into a new two (2) year Agreement, with two (2) additional two (2) year renewal options, not to exceed a total of a six (6) year Agreement.

RFP No, 07-04/05 was issued on March 1, 2005, with an opening date of April 8, 2005, which resulted in the receipt of the following four (4) firms submitting proposals:

* Barrett & Associates, Inc. (Base Proposal only)
* CPS Human Resource Services (Base & Alternate Proposals)
* David Santisteban, Ph.D (Base & Alternate Proposals)
* Ergometrics & Applied Personnel Research, Inc. (Alternate Proposal only)

The City Manager via Letter to Commission (LTC) No. 103-2005, appointed an Evaluation Committee (the "Committee"). On July 19, 2005, the Committee convened and was provided information relative to the scope of services and reviewed references secured by the Procurement staff and discussed the RFP evaluation criteria. The Committee agreed that in order to evaluate the three (3) Base Proposals accurately, that each Firm submit a Cost Breakdown based on 500 applicants for the Entry Level and a Cost Breakdown based on 100 applicants for the Promotional Classifications.

On October 14, 2005, the Committee reconvened to discuss and evaluate the proposed fee/compensation clarifications submitted. The Committee then conducted a question and answer session with the Firms via telecommunications. As a result three of the four Committee members ranked the current service provider, David Santisteban, Ph.D. as the top-ranked Firm for the Base and Alternate Proposals.

ADOPT THE RESOLUTION

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$73,000	011.1210.000312	
2	$35,737	011.1130.000312	
Total	$108,737		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Mayra Buttacavoli

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL MDB		JMG

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MIAMIBEACH

AGENDA ITEM C7M
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission
FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005
SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF THE PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 07-04/05, TO PROVIDE TESTING SERVICES/PROGRAMS TO DETERMINE QUALIFIED APPLICANTS FOR POLICE AND FIRE ENTRY LEVEL AND CLASSIFIED PROMOTIONAL CLASSIFICATIONS, (BASE PROPOSAL) AND; 2) PROVIDE CONSULTATION SERVICES (ALTERNATE PROPOSAL) FOR THE SWORN AND NON-SWORN POSITIONS FOR JOB ANALYSIS RESULTS DEVELOPED, ENTRY LEVEL AND PROMOTIONAL TESTS, SCORING, MINIMUM REQUIREMENTS FOR JOBS, AND BACKGROUND TESTS REQUIREMENTS; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP RANKED FIRM OF DAVID SANTISTEBAN, PH.D FOR THE BASE PROPOSAL; AND SHOULD THE ADMINISTRATION BE UNSUCCESSFUL IN NEGOTIATING WITH DAVID SANTISTEBAN, PH.D, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE SECOND RANKED FIRM OF BARRETT & ASSOCIATES, INC.; AND AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP RANKED FIRM OF DAVID SANTISTEBAN, PH.D FOR THE ALTERNATE PROPOSAL (CONSULTATION SERVICES); AND SHOULD THE ADMINISTRATION BE UNSUCCESSFUL IN NEGOTIATING WITH DAVID SANTISTEBAN, PH.D, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE SECOND RANKED FIRM OF CPS HUMAN RESOURCE SERVICES; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT(S) UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION FOR THE BASE AND ALTERNATE PROPOSALS IN THE ESTIMATED ANNUAL AMOUNT OF $108,737.**

ADMINISTRATION RECOMMENDATON:

Adopt the Resolution.

ANALYSIS:

On March 28, 2001, the Mayor and City Commission Authorized the Administration to enter into negotiations with David Santisteban, Ph.D to provide services to develop, validate, administer, score, report and review testing programs to determine qualified applicants for Police and Fire entry level and classified promotional classifications.

ANALYSIS Continued):

The Administration successfully negotiated a professional services agreement with David Santisteban, Ph.D. The agreement was effective March 28, 2001, for a one-year period, with options up to four (4) additional one-year renewal periods. All four (4) renewal options were exercised. This Agreement expires on March 27, 2006, with no further options for renewal.

The City of Miami Beach ("the City") is now seeking to enter into an agreement with a professional service provider to provide services to develop, validate, administer, score, report and review testing programs to determine qualified applicants for police and fire entry level and classified promotional classifications; and/or 2) provide consultation services for the sworn and non-sworn positions for job analysis results developed, entry level and promotional tests, scoring, minimum requirements for jobs, and background tests requirements.

The City is seeking to enter into a new two (2) year Agreement, with two (2) additional two (2) year renewal options, not to exceed a total of a six (6) year Agreement with a professional service provider ("the Provider").

A. GENERAL – REQUIREMENTS:

BASE PROPOSAL:

For Police and Fire Classifications:

Police and Fire:
- Police Certified – (Entry Level)
- Police Non-Certified – (Entry Level)
- Firefighter I Certified – (Entry Level)
- Firefighter I Non-Certified – (Entry Level)
- Police Sergeant – (Promotional)
- Police Lieutenant – (Promotional)
- Firefighter II – (Promotional)
- Fire Lieutenant – (Promotional)
- Fire Captain – (Promotional)

1. Conduct a thorough job analysis for all testing, validation of process.
2. Revise job descriptions and recommend any changes based on the job analysis.
3. Construct physical ability, behavioral assessment center, written tests, oral tests, or other appropriate selection devices.
4. Administration of any/all portions of the testing process.
5. Score and analyze results, respond to challenges, cutting point, ordered register of results.
6. Develop and recommend method of final selection and any other processes.
7. Documentation, follow-up, and general services.

ANALYSIS Continued):

ALTERNATE PROPOSAL:

Provide Consultation Services in the following areas:

1. Job Analysis
2. Police and Fire entry level and promotional testing
3. Scoring
4. Revision of job descriptions
5. Background test requirements
6. Any and all relevant technical and procedural assistance with all testing

B. GENERAL - TIMETABLE

All necessary job analysis, validation, examinations, etc., must be completed to produce an ordered register of results according to the following timetable for the City:

1. Entry level Police Officer – Every one to two years
2. Entry level Firefighter – Every one to two years
3. Promotional Police - Every two years
4. Promotional Fire - Every two years

C. JOB FUNCTION REQUIREMENTS:

PERFORM FUNCTION (BASE PROPOSAL) AND/OR PROVIDE CONSULTATION SERVICES (ALTERNATE PROPOSAL) RELATING TO THE FOLLOWING CATEGORIES

1. CONDUCT A THOROUGH JOB ANALYSIS FOR ALL TESTING.

a. Develop and conduct job analysis under conditions which assure adequacy and accuracy of the research and results.

b. Gather and analyze existing pertinent data regarding the classification, including, but not limited to: last job analysis, existing job specifications, etc.

c. Identify, define, and analyze the tasks and work behaviors, especially the important and/or critical tasks and work behaviors required for successful performance constituting most of the job, and their relative importance, and if the behaviors results in a work product, analyze the work products.

d. Identify and document each Knowledge, Skill, and Ability (KSA) necessary as a prerequisite to perform critical and/or important work behaviors, including the identification and documentation of the "Essential Job Functions" per Americans with Disabilities Act (ADA) guidelines.

ANALYSIS Continued):

e. Operationally define each KSA and the relationship between each KSA and each work behavior as well as the method used to determine this relationship.

f. Identify and define the important and/or critical prerequisite KSAs or behaviors to be measured or sampled by the selection devices and recommend minimum qualifications for application acceptance.

g. Prepare complete detailed report documenting entire process including, but not limited to, all methodologies, rationales, procedures, and findings of job analysis.

D. REVISE JOB DESCRIPTIONS

Based upon the job analysis, revise the current job specifications including the following sections: Nature of Work; Illustrative Examples of Essential Duties; Knowledge, Skills, and Abilities; Minimum Requirements; Physical Requirements; Supervision Received; and Supervision Exercised. Note "Essential Job Functions" per ADA.

E. CONSTRUCT WRITTEN TEST (if applicable)

1. Recommendation as to whether or not a written test should be part of the testing process for Police or Fire testing.

2. Ensure that no person(s), other than those designated by the City Manager, shall have access to any information regarding the test, test items, test development materials, test answers, or any related materials.

3. Ensure that the test items have not been used and will not be used in whole nor in part by any other past, present, or future client or any other agency or individual without express written agreement between the City and the Consultant.

4. Ensure that there is no substantial similarity between any of the items developed for these classifications and the items on any other examination prepared for the City without express written agreement between the City and the Consultant.

5. Give title of the test and all items to the City to be used by the City in any manner without any additional charge and prevent use by any other agency or individual.

6. Construct the test of at least 100 items - the format to be agreed to by the City.

ANALYSIS Continued):

7. Develop test items for each Knowledge, Skills and Ability (KSA) area and document that the items are an adequate and representative sample of the KSA content area to be measured, ensuring complete coverage of all major elements of each KSA content area.

8. Develop items which will discriminate among applicants' levels of competency.

9. Avoid redundancy and confounding of measurement by ensuring that each item measures one specific area.

10. Review and edit items to insure freedom from misspelling or grammatical, typographical, or other errors and freedom of ethnic, gender, or other bias and to insure that all items are properly prepared in accordance with accepted testing criteria, are reliable and valid, are directly related to performance of the job, and are reasonable and defensible.

11. Provide written source documentation linking each item with the appropriate KSA, noting source of attribution and the page and paragraph number or the equivalent to page and paragraph number.

12. Print and deliver sufficient copies of each Written Test.

13. Coordinate and administer Written Test process including site selection, scheduling and payment. If possible, the City will provide meeting/testing rooms if available.

14. Score the answer sheets.

15. Return answer sheets to the City.

16. Evaluate the test statistics and item analyses provided by the City and perform and evaluate adverse impact calculations and any additional analysis, as the firm deems appropriate.

17. Develop a form to be used for applicant challenges.

18. Review and respond in writing to each applicant challenge, including justification of correct response.

19. Delete any items warranted based on evaluation of test statistics, item analyses, and applicant challenges.

20. Determine appropriate cutting point (or passing score).

ANALYSIS Continued):

21. Prepare final scoring key and perform final scoring.

22. Provide the City with a register of the final results of each participant.

23. Validate the entire selection process.

F. CONSTRUCT AND ADMINISTER BEHAVIORAL ASSESSMENT CENTER - PROMOTIONAL POLICE AND FIRE ONLY.

1. Ensure that no person(s), other than those designated by the City Manager, shall have access to any information regarding the behavioral assessment exercises, concepts, development materials, response/performance guidelines, or any related materials.

2. Ensure that the behavioral assessment exercises have not been used and will not be used in whole nor in part by any other past, present, or future client or any other agency or individual without express written agreement between the City and the Consultant.

3. Construct the behavioral assessment Center - the nature of which to be determined by the job analysis and agreed to by the City.

4. Develop desired performance/responses for each behavioral assessment exercise and/or standards/criteria.

5. Review and edit written behavioral assessment exercise materials to insure freedom from misspelling or grammatical, typographical, or other errors and freedom from ethnic, gender, or other bias.

6. Validate the Behavioral Assessment Center.

7. Provide orientation sessions for all candidates including guidelines and descriptions of Behavioral Assessment Center process.

8. Provide and operate videotape and equipment (and backup) so that each participant is videotaped during non-written behavioral assessment exercises.

9. Print and deliver sufficient copies of each behavioral assessment exercise.

ANALYSIS Continued):

10. Coordinate and administer Behavioral Assessment Center process including site selection, scheduling and payment. If possible, the City will provide meeting/testing rooms if available.

11. Select, provide lodging and transportation for, and train assessors per behavioral assessment exercise. Schedule assessors for videotape and written exercise evaluation.

12. Determine appropriate Behavioral Assessment Center passing score.

13. Provide the City with a register of the final results including overall score for each participant.

14. Provide one-on-one feedback upon request to each participant.

15. Develop a form to be used for applicant challenges.

16. Review and respond in writing to each applicant challenge, including justification of response.

17. Give title of the Behavioral Assessment Center and all exercises to the City to be used by the City in any manner without any additional charge and prevent use by any other agency or individual.

G. CONSTRUCT PHYSICAL ABILITY, BEHAVIORAL ASSESSMENT CENTER, ORAL TESTS, OR OTHER APPROPRIATE SELECTION DEVICES - ENTRY LEVEL POLICE AND FIRE ONLY.

1. Recommendation needs to be made as to what testing or selection devices should be required for entry level testing. Testing options should be considered separately for Police Certified, Police Non-Certified, Firefighter I Certified, and Firefighter I Non-Certified. The City is open to all recommendations, based upon the job analysis conducted for future testing procedures.

2. Develop, administer, analyze, interpret results, and validate such other appropriate structured selection devices based upon the job analysis.

3. Ensure that no person(s), other than those designated by the City Manager, shall have access to any information regarding the selection device, the selection device items, development materials, desired performance/responses/answers, or any related materials.

ANALYSIS Continued):

4. Ensure that the test items have not been used and will not be used in whole nor in part by any other past, present, or future client or any other agency or individual without express written agreement between the City and the Consultant.

5. Construct the selection devices with weights in proportion to the relative importance of KSAs or behaviors to be sampled or measured as determined by the job analysis.

6. Develop selection device components for each KSA or behavioral content area and document that the components are an adequate and representative sample of the KSA or behavioral content area to be measured or sampled, ensuring complete coverage of all major elements of each KSA or behavioral content area.

7. Develop components which will discriminate among applicants' levels of competency and which would differentiate among levels of job performance.

8. Avoid redundancy and confounding of measurement.

9. Review and edit items to insure freedom from misspelling or grammatical, typographical, or other errors and freedom of ethnic, gender, or other bias and to insure that all items are properly prepared in accordance with accepted testing criteria, are reliable and valid, are directly related to performance of the job, and are reasonable and defensible.

10. Provide written documentation linking each component with the appropriate KSA or job behavior.

11. Develop desired performance/responses for each component and/or standards/criteria and a form by which performance is to be evaluated, scored, analyzed, and interpreted.

12. Print and deliver sufficient copies of the selection devices.

13. If used, develop methods by which selection device raters will be evaluated and selected.

14. If raters are used, develop and administer rater training and facilitate and monitor administration of selection device.

15. Produce and evaluate descriptive selection device statistics and analyses including adverse impact statistics.

ANALYSIS Continued):

16. Review and respond in writing to each applicant challenge, including justification of correct (desired) performance/response.

17. Determine appropriate cutting point (or passing score).

18. Provide the City with an ordered register of the selection device results of each participant.

19. Prepare complete detailed report documenting entire process including, but not limited to, all methodologies, rationales, and procedures.

H. DEVELOP AND RECOMMEND METHOD OF FINAL SELECTION AND ANY OTHER PROCESSES.

1. Prepare written recommendation as to the method(s) of referring qualified candidates from the Eligible List to the Appointing Authority for interview, consideration and selection. Recommendation would include number of candidates to be referred, flexible or set number of candidates, banding of scores, etc., with appropriate supporting rationale and criteria.

2. Prepare and provide written recommendation of methodology and procedures for making final selections from among qualified candidates.

3. Prepare written recommendations on any additional processes and guidelines as are required or advised, such as background investigation, drug use history, polygraph, psychological and/or psychiatric evaluations, etc.

I. DOCUMENTATION, FOLLOW-UP, AND GENERAL SERVICES.

Task A - Document, prepare comprehensive monthly progress and final reports, and provide copies to the City of all materials, methodologies, individuals involved, and steps utilized to provide these services as well as a copy of all data obtained.

Task B - Document that the selection devices are valid and reliable measurement instruments and that acceptable and defensible statistical and other methods were applied.

Task C - Prepare documentation and testimony to appear in court or before any regulatory authorities or bodies and provide testimony as an expert witness in conjunction with any challenges, appeals, suits, or grievances which might arise from providing the proposed services.

ANALYSIS Continued):

Task D - General Services

1. Remain available on an as-needed basis to answer any questions or clarify or interpret the results of any individual's results.

2. Provide supplemental written material and training to City personnel to facilitate the use of the Behavioral Assessment Center results and reports.

3. Defend and/or represent the City and testify on the City's behalf if any claims or allegations are made regarding the services provided including, but not limited to, the validity of the test battery or evaluation methods or results.

4. Maintain all raw test results and notes with respect to each individual evaluated for the time period set forth in Florida records retention or other applicable laws or as specified by the City, whichever is greater.

5. Research and investigate to insure that all tests, procedures, results, and interpretations are valid, reliable, cross-cultural, and legally defensible for the purposes used.

6. Submit a report summarizing evaluation and test results, including an analysis by ethnicity/race, gender, and age showing adverse impact, if any, of each component and of entire selection process and giving recommendations for future reduction of any adverse impact.

7. Document that the entire selection process is valid and meets all required criteria.

J. CITY PROVIDED SERVICES:

1. Provide copies of the existing job analyses, job description, and other information requested.

2. Coordinate subject matter expert and other meetings involving City employees, coordinate distribution and return of employee questionnaires, and contact candidates regarding scheduling.

3. If possible, the City will provide meeting/testing rooms if available.

ANALYSIS Continued):

4. THE HUMAN RESOURCES DIRECTOR SHALL:

   Designate a professional City employee in the Human Resources Department as a contact and resource person for the firm.

RFP PROCESS

On January 12, 2005, the City Commission authorized the issuance of a Request for Proposal (RFP) to solicit proposals from a professional service provider to conduct testing programs to determine qualified applicants for both the Police and Fire Departments for the City of Miami Beach.

RFP No, 07-04/05 was issued on March 1, 2005, with an opening date of April 8, 2005. A pre-proposal conference was held on March 11, 2005. BidNet issued bid notices to 70 prospective proposers, with the City's Human Resources Department and Procurement Division supplementing with an additional twelve (12) prospective proposers. This resulted in eight (8) proposers requesting RFP packages, which resulted in the receipt of the following four (4) firms submitting proposals:

* Barrett & Associates, Inc. (Base Proposal only)

* CPS Human Resource Services (Base & Alternate Proposals)

* David Santisteban, Ph.D (Base & Alternate Proposals)

* Ergometrics & Applied Personnel Research, Inc. (Alternate Proposal only)

The City Manager, via Letter to Commission (LTC) No. 103-2005, appointed an Evaluation Committee (the "Committee") consisting of the following individuals:

* Marjorie Adler, Director of Human Resources, City of Coral Gables – Chairperson
* Ed Del Favero, Assistant Fire Chief, City of Miami Beach
* Bonni Geier, Human Resources Specialist, City of Miami Beach
* Pat Schneider, Assistant Police Chief, City of Miami Beach

On July 19, 2005, the Committee convened and was provided information relative to the scope of services, and given direction relative to the Cone of Silence and Government in the Sunshine Law. Additionally, the Committee reviewed references secured by the Procurement staff and discussed the RFP evaluation criteria and weighted score, which was used to evaluate and rank the proposals.

ANALYSIS Continued):

The Committee asked that the Procurement Division request clarifications relative to the Proposed Fee/Compensation (criteria) contained in the three (3) Base Proposals. The Committee agreed that in order to evaluate the Base Proposals accurately, that each Firm submit a Cost Breakdown based on 500 applicants for the Entry Level and a Cost Breakdown based on 100 applicants for the Promotional Classifications.

On October 14, 2005, the Committee reconvened to discuss and evaluate the proposed fee/compensation clarifications submitted. The Committee then conducted a question and answer session with the Firms via telecommunications with three of the four Committee members ranking David Santisteban, Ph.D. as the top-ranked Firm for the Base and Alternate Proposals based on the evaluation criteria below:

Evaluation Criteria/Factors:		Weight
Qualifications and Experience of the Proposer/Subcontractors:		30 %
Methodology and Approach:		25%
Proposed Fee/Compensation:		35%
References:		10%
	Total	**100 %**

BASE PROPOSAL:

COMMITTEE MEMBER	David Santisteban, Ph.D	Barrett & Assoc.	CPS Human Resource Services
Marjorie Adler	85 (2)	82 (3)	93 (1)
Ed Del Favero	90 (1)	85 (2)	75 (3)
Bonni Geier	95 (1)	95 (1)	82 (3)
Pat Schneider	100 (1)	90 (2)	90 (2)
Totals:	**(5) = #1**	**(8) = #2**	**(9) = #3**

ALTERNATE PROPOSAL:

COMMITTEE MEMBER	David Santisteban, Ph.D	CPS Human Resource Services	Ergometrics & Applied Personnel Research
Marjorie Adler	85 (2)	90 (1)	70 (3)
Ed Del Favero	90 (1)	75 (2)	70 (3)
Bonni Geier	95 (1)	83 (2)	82 (3)
Pat Schneider	100 (1)	90 (2)	75 (3)
Totals:	**(5) = #1**	**(7) = #2**	**(12) = #3**

ANALYSIS Continued):

Why David Santisteban, Ph.D ?

The Committee members agreed that David Santisteban, Ph.D provided the lowest and best proposed fee for the required scope of services of approximately $217,475 for the initial two (2) year term for the Base Proposal. For the Alternate Proposal his proposed fee is an estimated amount of $46,300 for the initial two (2) year term, based on a fee of $70.00 per hour for off-site consultation and $90.00 per hour for on-site consultation. He is the current service provider for the Base Proposal and therefore would only be required to revise what is currently in place whereas the other Firm's would have to start the process from the beginning and would incur a substantial start up cost. David Santisteban, Ph.D. recently (May '05 until Dec '05) completed entry level (218 applicants) and promotional testing (25 Lieutenant and 82 Sergeant applicants) for the Police Department. No grievances or adverse impact charges were made throughout the process.

SUMMARY OF PROPOSED FEES:

Base Proposal:

David Santisteban, Ph.D: **$217,475**

CPS Human Resource Services: $359,745

Barrett & Associates: $519,322

Alternate Proposal:

David Santisteban, Ph.D: **$46,300 (based on a total of 430 hours @ $70.00/hr off-site and 180 hours @ $90.00/hr for on-site consultation.**

CPS Human Resource Services: All consultation fees based on $175.00/hr.

Ergometrics & Applied Personnel Research: $192,800.

Note: The City's Human Resources Department may negotiate additional services with David Santisteban, Ph.D to provide similar services (i.e. job analysis, testing, consultation services, etc.) for other job classifications within the City.

David Santisteban, Ph.D will provide methodology underlying the proposed scope of work based on a content validity model of test development that call for extensive documentation of major knowledge, skills, and abilities (KSAs) through a job analysis and adequate sampling of such KSAs though the selection/promotional instruments.

ANALYSIS Continued):

The proposed methodologies conform to professional and legal standards as outlined in the American Psychological Association's (APA) Standards on Education and Psychological Tests, the APA's Division of Industrial/Organizational Psychology Principles on the Validation and Use of Personal Selection Procedures, the Uniform Guidelines on Employee Selection, and the Americans with Disabilities Act (ADA). This integration of standards will result in a product that will not only be valid and reliable, but that will withstand legal challenges, and increase the likelihood of acceptance by candidates in the police and fire services.

David Santisteban, Ph.D has successfully used this service delivery model for the last 20 years with countless projects and different municipalities, including the City of Miami Beach Police and Fire Departments. He has been very successful in defending these methodologies. The methodologies proposed represent the state-of-the- art in the field of employment testing and validation. This is reflected in his successful completion of projects in collaboration with the Department of Justice professional and legal experts.

The proposed job analysis methodology was developed in collaboration with the Department of Justice. This methodology was also upheld in the last litigation against the City of Miami Beach (International Association of Fire Fighters, Local 1510 Plaintiffs v. City of Miami Beach, Florida, Defendant, No. 020307-06399-3, 020320-07156-3, 01-02609). **Arbitration award to defendant** (City of Miami Beach).

Experience of the Proposer in Entry Level and Promotional Police and Fire Testing:

A. Miami-Dade County
   For the last 20 years, David Santisteban, Ph.D has served as the internal consultant in the areas of job analysis, test development, and validation for the Fire, Police, and Corrections Departments. He has provided technical assistance and expert witness testimony in a number of cases with outstanding results.

B. City of Coral Gables
   For the last 17 years, David Santisteban, Ph.D has provided test development, and validation services to the Fire and Police Departments. These services have included job analysis and development and validation of selection and promotional procedures (written tests, and behavioral assessments).

   Currently, David Santisteban, Ph.D provides job analysis and development and validation of promotional tests for the Fire Department, including Fire Lieutenant, Fire Captain, and Fire Battalion Commander.

ANALYSIS Continued):

C. City of Hialeah
David Santisteban, Ph.D has recently completed a project for the City of Hialeah in the development and validation of selection procedures for the Police Officer and Firefighter classifications. This project was conducted under a consent decree and in collaboration with the Department of Justice legal and testing experts.

D. City of Miami Beach
For the last 16 years, David Santisteban, Ph.D has provided the scope of services requested in this RFP. Additionally, he has completed a project with the City in the development and validation of selection procedures for Police Officers and Firefighters. This project was conducted as part of a consent decree and included a close working relationship with the Department of Justice, which oversaw the development and completion of the entire project.

Other Entities Served:

Law Firm of Muller Mintz, P.A.
Pizza Hut Inc.
Walgreen Corporation
Home Depot

Other factors considered in the recommendation of David Santisteban, Ph.D is that he is the only local Firm, with his office located in Coral Gables which makes him easily accessible. His background with the City of Miami Beach is extensive. He has worked/performed well with the City relative to improving the overall processes over the past 16 years and has also provided excellent services on the current 5 year contract for the same scope of services.

David Santisteban, Ph.D is an independent consultant that submitted both the Base and Alternate Proposal. In his proposal however, he proposes should the City want to consider a transitional model, whereby the Base Proposal is awarded for the initial two (2) year period, the City may want to take over most, if not all of the functions after that period of time, in essence transitioning into the Alternate Proposal, that he would agree to those provisions of the Agreement. The Transitional Model would allow the City time to identify staff and resources that can be committed to this project. The designated staff can then begin to work with David Santisteban, Ph.D during the Base Proposal period and be ready to assume most, if not all of the functions by the end of the two (2) year Agreement.

Recommended Items to Negotiate:

* Recommend that David Santisteban, Ph.D conduct on-going discussions with the City's Human Resources Director to determine whether the current testing methods being provided meet or exceed current industry standards and/or should he consider revisions whereby he may improve upon the current testing models and processes.

CONCLUSION

The Administration recommends approval of the attached Resolution accepting the recommendation of the City Manager pursuant to Request for Proposals (RFP) No. 07-04/05 to Provide Testing Services/Programs to Determine Qualifies Applicants for Police and Fire Entry Level and Classified Promotional Classifications, (Base Proposal) and; 2) Provide Consultation Services (Alternate Proposal) for the Sworn and Non-Sworn Positions for Job Analysis Results Developed, Entry Level and Promotional Tests, Scoring, Minimum Requirements for Jobs, and Background Tests Requirements; authorizing the Administration to enter into negotiations with the top-ranked firm of David Santisteban, Ph.D for the Base Proposal; and should the Administration be unsuccessful in negotiating with David Santisteban, Ph.D; authorizing the Administration to negotiate with the second-ranked firm of Barrett and Associates, Inc.; and authorizing the Administration to enter into negotiations with the top-ranked firm of David Santisteban, Ph.D for the Alternate Proposal (Consultation Services); and should the Administration be unsuccessful in negotiating with David Santisteban, Ph.D; authorizing the Administration to negotiate with the second-ranked firm of CPS Human Resource Services; and further authorizing the Mayor and City Clerk to execute an Agreement(s) upon the successful negotiations by the Administration for the Base and Alternate Proposals in the estimated annual amount of $108,737.

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF THE PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 07-04/05, TO PROVIDE TESTING SERVICES/PROGRAMS TO DETERMINE QUALIFIED APPLICANTS FOR POLICE AND FIRE ENTRY LEVEL AND CLASSIFIED PROMOTIONAL CLASSIFICATIONS, (BASE PROPOSAL) AND; 2) PROVIDE CONSULTATION SERVICES (ALTERNATE PROPOSAL) FOR THE SWORN AND NON-SWORN POSITIONS FOR JOB ANALYSIS RESULTS DEVELOPED ENTRY LEVEL AND PROMOTIONAL TESTS, SCORING, MINIMUM REQUIREMENTS FOR JOBS, AND BACKGROUND TESTS REQUIREMENTS; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP RANKED FIRM OF DAVID SANTISTEBAN, PH.D FOR THE BASE PROPOSAL; AND SHOULD THE ADMINISTRATION BE UNSUCCESSFUL IN NEGOTIATING WITH DAVID SANTISTEBAN, PH.D, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE SECOND RANKED FIRM OF BARRETT & ASSOCIATES, INC.; AND AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP RANKED FIRM OF DAVID SANTISTEBAN, PH.D FOR THE ALTERNATE PROPOSAL (CONSULTATION SERVICES); AND SHOULD THE ADMINISTRATION BE UNSUCCESSFUL IN NEGOTIATING WITH DAVID SANTISTEBAN, PH.D, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE SECOND RANKED FIRM OF CPS HUMAN RESOURCE SERVICES; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT(S) UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION FOR THE BASE AND ALTERNATE PROPOSALS IN THE ESTIMATED ANNUAL AMOUNT OF $108,737.

WHEREAS, on January 12, 2005, the Mayor and City Commission authorized the issuance of a Request for Proposal (RFP) to solicit proposals from a professional service provider to conduct testing programs to determine qualified applicants for both the Police and Fire Departments for the City of Miami Beach; and

WHEREAS, the RFP requested base proposals (testing programs) from firms for entry level and promotional classifications for the following:

- Police Certified – (Entry Level)
- Police Non-Certified – (Entry Level)
- Firefighter I Certified – (Entry Level)
- Firefighter I Non-Certified – (Entry Level)
- Police Sergeant – (Promotional)
- Police Lieutenant – (Promotional)
- Firefighter II – (Promotional)
- Fire Lieutenant – (Promotional)
- Fire Captain – (Promotional); and

WHEREAS, the RFP also requested alternate proposals to provide consultation services in the following areas:

* Job Analysis
* Scoring
* Background test requirements
* Revision of job descriptions
* Police/Fire entry level and promotional testing
* Any and all relevant technical and procedural assistance with all testing; and

WHEREAS, RFP No. 07-04/05 was issued on March 1, 2005, with an opening date of April 8, 2005; and

WHEREAS, three (3) base proposals and three (3) alternate proposals were received in response to the RFP, by the following firms:

* Barrett & Associates, Inc. (Base Proposal only)
* CPS Human Resource Services (Base & Alternate Proposals)
* David Santisteban, Ph.D. (Base & Alternate Proposals)
* Ergometrics & Applied Personnel Research, Inc. (Alternate Proposal only); and

WHEREAS, an Evaluation Committee was appointed by the City Manager via Letter to Commission (LTC) No. 103-2005, consisting of the following individuals:

* Marjorie Adler, Director of Human Resources, City of Coral Gables – Chairperson
* Ed Del Favero, Assistant Fire Chief, City of Miami Beach
* Bonni Geier, Human Resources Specialist, City of Miami Beach
* Pat Schneider, Assistant Police Chief, City of Miami Beach; and

WHEREAS, on July 19, 2005, the Committee convened and discussed the proposals, and the RFP evaluation criteria and weighted score, which was used to evaluate and rank the proposals; and

WHEREAS, on October 14, 2005, the Committee reconvened to analyze clarifications submitted by the three (3) Firm's relative to the base proposal cost breakdowns which resulted in three of the four Committee members ranked David Santisteban, Ph.D. as the top-ranked Firm for the Base and Alternate Proposals; and

WHEREAS, the City Manager has reviewed the Evaluation Committee's recommendation, and recommends that the Mayor and City Commission accept the Committee's recommendation, relative to the ranking of firms pursuant to RFP No. 07-04/05.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission accept the recommendation of the City Manager and hereby authorize the Administration to enter into negotiations pursuant to RFP No. 07-04/05, to Provide Testing Services/Programs to Determine Qualified Applicants for Police and Fire Entry Level and Classified Promotional Classifications, (Base Proposal) and; 2) Provide Consultation Services (Alternate Proposal) for the Sworn and Non-Sworn Positions for Job Analysis Results Developed Entry Level and Promotional Tests, Scoring, Minimum Requirements for Jobs, and Background Tests Requirements with the top-ranked firm of David Santisteban, Ph.D for the Base Proposal; and should the Administration be unsuccessful in negotiating with David Santisteban, Ph.D; authorizing the Administration to negotiate with the second-ranked firm of Barrett and Associates, Inc.; and authorizing the Administration to enter into negotiations with the top-ranked firm of David Santisteban, Ph.D for the Alternate Proposal (Consultation Services); and should the Administration be unsuccessful in negotiating with David Santisteban, Ph.D; authorizing the Administration to negotiate with the second-ranked firm of CPS Human Resource Services; and further authorizing the Mayor and City Clerk to execute an Agreement(s) upon the successful negotiations by the Administration for the Base and Alternate Proposals in the estimated annual amount of $108,737.

PASSED and **ADOPTED** this ____ day of _____, 2005.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 11/30/05 Date

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Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, authorizing the appropriation and expenditure of $38,000.00 from Resort Tax Contingency in support of the 2005-2006 New Year's celebration.

Key Intended Outcome Supported:

Increase community rating of cultural activities.

Issue:

Should the City Commission authorize the appropriation and expenditure of $38,000.00 from Resort Tax Contingency in support of the 2005-2006 New Year's celebration?

Item Summary/Recommendation:

The purpose of this memorandum is to provide the Mayor and Commission with an update regarding the New Year's holiday from Saturday, December 31, 2005 through Monday, January 2, 2006.

Similar to the prior 5 years, the Ocean Drive Association (ODA) has approached the City to request participation and sponsorship of a free Fireworks show on the beach east of Lummus Park at midnight on New Year's Eve. Furthermore, ODA has requested to close Ocean Drive to vehicular traffic beginning the morning of Saturday, December 31, to reopen on Monday, January 2 at 7:00 a.m. While several special events are planned primarily at private venues, no significant crowd attracting event is planned. Additionally, many Miami Beach nightclubs and hotels will be hosting special New Years events. The City has been working diligently with the area hotels and nightclubs to ensure that resources and security are appropriately allocated for this weekend.

Because New Year's Eve is on a Saturday evening, the anticipated hotel occupancy levels in Miami Beach are expected to be strong. As a result, the Ocean Drive Association anticipates many visitors, and similar to prior years, is requesting consideration for a street closure for Saturday and Sunday.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

	Amount	Account	Approved
1	38,000.00	Resort Tax Contingency	
2			
3			
4			
Total			

OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Max A. Sklar, Tourism and Cultural Development Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	Hilda M. Fernandez	

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MIAMIBEACH

AGENDA ITEM C7N
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission
FROM: City Manager Jorge M. Gonzalez
DATE: December 7, 2005
SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF $38,000.00 FROM RESORT TAX CONTINGENCY IN SUPPORT OF THE 2005-2006 NEW YEAR'S CELEBRATION.**

RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The purpose of this memorandum is to provide the Mayor and Commission with an update regarding the proposed New Year's holiday celebrations from Friday, December 30, 2005 through Monday, January 2, 2006.

Similar to the prior five (5) years, the Ocean Drive Association (ODA) has approached the City to request participation and sponsorship of a free Fireworks show on the beach east of Lummus Park at midnight on New Year's Eve. Furthermore, ODA hasrequested to close Ocean Drive to vehicular traffic beginning the morning of Saturday, December 31, to reopen on Monday, January 2 at 7:00 a.m.

While several special events are planned primarily at private venues, no significantcrowd attracting event is planned. Additionally, many Miami Beach nightclubs and hotels will be hosting special New Year's events.

The City has been working diligently with the area hotels and nightclubs to ensure that resources and security are appropriately allocated for this weekend.

Proposed Ocean Drive Street Closure

Because New Year's Eve is on a Saturday evening, the anticipated hotel occupancy levels in Miami Beach are expected to be strong. As a result, the Ocean Drive Association anticipates many visitors and, similar to prior years, is requesting consideration for a street closure for Saturday and Sunday.

In the past, the City has assisted indefraying costs primarily associated with the fireworks show for the public, as well as other ancillary City services. The City and ODA share costs on a percentage basis. In 2004, the City Commission authorized expenditures up to $45,000 to sponsor the fireworks and other associated staffing costs. Unfortunately, inclement weather caused the cancellation of the fireworks; our contribution to the closure and related activities subsequently totaled $28,428. Similarly, in 2003 and 2002, the City

allocated less than $25,000 to support the New Year's weekend fireworks and street closure.

Consistent with last year's proportionate share of costs, it is estimated that this year's costs will include the following City services:

Police	$38,605.50
Fire	$18,075.00
Fireworks (includes clean-up)	$15,000.00
Public Works (sanitation)	$6,700.00
Code	$2,100.00
Total	**$80,481.00**
Ocean Drive Association Contribution (53%)	$42,655.00
City Contribution (47%)	$37,826.00

Transportation and Parking

Ocean Drive (5th – 15th streets) will be closed to vehicular traffic beginning the morning of Saturday, December 31 on New Year's Eve until 7:00 a.m., Monday, January2.

Shuttle service (The Local) will be available beginning at 6:00 p.m. on December 31 through 5:00 a.m. January 1. Bus shuttles will operate along Washington Avenue. The special service would be free during this special service time. Regular shuttle operations would resume on New Year's Day at 10:00 a.m.

The following is the Parking/Park-n-Ride plan (4,200 spaces flat parking rate) for December 31:

Miami Beach – 7th Street Garage ($10), 12th Street Garage ($8) and 16th Street Garage ($10). The following locations' rates include parking and free shuttle: 17th Street Garage ($5); 17th Street lot ($5) and the Preferred lot ($2). The Local will provide services from 4:00 p.m. to 5:00 a.m.

Contingency plans will be developed to address any need to alter transportation plans as a result of increases in population and crowd estimates.

Business/Residents Notices

A community notice will be disseminated to area residents and the entertainment district businesses advising them of the City's traffic plans and information Hotline.

Police/Fire/Parking/Sanitation/Code Staffing

Enhanced staffing levels will be provided during the New Year's weekend. Police and Fire staff will be available on the beach during the fireworks show on New Year's Eve to be able to respond to on-site incidents.

Information Hotline

A 24-hour information hotline (305-673-7400) will be in operation. Additional information is available on the City's website at www.miamibeachfl.gov.

JMG\HMF\MAS
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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF $38,000.00 FROM RESORT TAX CONTINGENCY IN SUPPORT OF THE 2005-2006 NEW YEAR'S CELEBRATION.

WHEREAS, similar to the prior five (5) years, the Ocean Drive Association has approached the City to request participation and sponsorship of a free fireworks show on the beach east of Lummus Park at midnight on New Year's Eve; and

WHEREAS, while several special events permits have been issued primarily at private venues, no significant crowd attracting event is planned and many Miami Beach nightclubs and hotels will be hosting special New Years events; and

WHEREAS, the City has been working diligently with the area hotels and nightclubs to ensure that resources and security are appropriately allocated for this weekend; and

WHEREAS, due to the popularity of New Year's Eve and it's occurrence on Saturday evening resulting in an anticipated strong hotel occupancy level in Miami Beach, the Ocean Drive Association anticipates many visitors and, similar to prior years, is requesting consideration for a street closure for Saturday and Sunday; and

WHEREAS, in the past the City has assisted in defraying costs primarily associated with the fireworks show for the public, and other ancillary City services; and

WHEREAS, while the City Commission authorized expenditures in 2004 up to $45,000 to sponsor the fireworks and other associated staffing costs, inclement weather caused the City to cancel the fireworks and our contribution to the closure and related activities totaled $28,428; and

WHEREAS, in 2003 and 2002, the City allocated less than $25,000 to support the New Year's weekend fireworks and street closure.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of the City of Miami Beach, Florida, authorize the appropriation of $38,000 from Resort Tax Contingency in support of the 2005-2006 New Year's celebration.

PASSED and ADOPTED this _7th_ day of December, 2005.

ATTEST:

_____ _____

CITY CLERK **MAYOR**

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 11/30/05
Date

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Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, authorizing the Mayor and City Clerk to execute the attached HOME Investment Partnerships (HOME) Program Agreement with the Miami Beach Community Development Corporation (MBCDC), providing $522,493 of HOME Program funds for the rehabilitation of the Westchester Apartments, located at 516 15th Street, Miami Beach, to provide 24 rental units for income-eligible participants in accordance with the HOME Program requirements; further, approving a one time only assignment of this Agreement to MBCDC: Westchester Apartments, LLC, a not for profit entity created by MBCDC as a successor in interest in title to the property located at 516 15th Street, and under this Agreement.

Key Intended Outcome Supported:

Increase access to workforce or affordable housing.

Issue:

Shall the City enter into a HOME Program Agreement which provides $522,493 of HOME Program funds for the rehabilitation of the Westchester Apartments, located at 516 15th Street, Miami Beach, to provide 24 rental units for income eligible participants in accordance with the HOME Program requirements?

Item Summary/Recommendation:

On August 12, 2005, MBCDC responded to a City of Miami Beach NOFA by submitting a request for HOME Program funds toward the cost of rehabilitation of the Westchester Apartments, located at 516 15th Street to provide 24 rental units for income-eligible participants in accordance with the HOME Program requirements. The request was favorably reviewed by administration and recommended for funding.

Advisory Board Recommendation:

On September 9, 2005, the Loan Review Committee (LRC) reviewed and recommended approval by the City Commission for MBCDC to be awarded funds toward the cost of rehabilitation of the Westchester Apartments, located at 516 15th Street to provide 24 rental units for income-eligible participants in accordance with the HOME Program requirements.

Financial Information:

Source of Funds:

HOME Program

OBPI

	Amount	Account	Approved
1	522,493	151 5903 000 349	
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Vivian P. Guzman

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM C7O
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission
FROM: City Manager Jorge M. Gonzalez
DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM AGREEMENT WITH THE MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION (MBCDC) PROVIDING $522,493 OF HOME PROGRAM FUNDS FOR THE REHABILITATION OF THE WESTCHESTER APARTMENTS, LOCATED AT 516 15TH STREET, MIAMI BEACH, TO PROVIDE 24 RENTAL UNITS FOR INCOME-ELIGIBLE PARTICIPANTS IN ACCORDANCE WITH THE HOME PROGRAM REQUIREMENTS; FURTHER, APPROVING A ONE TIME ONLY ASSIGNMENT OF THIS AGREEMENT TO MBCDC: WESTCHESTER APARTMENTS, LLC, A NOT FOR PROFIT ENTITY CREATED BY MBCDC AS A SUCCESSOR IN INTEREST IN TITLE TO THE PROPERTY LOCATED AT 516 15TH STREET, AND UNDER THIS AGREEMENT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On July 2nd, 2003, the City Commission approved Resolution No. 2003-25259, which authorized MBCDC's request to purchase the Westchester Apartments, located at 516 15th Street, Miami Beach, utilizing $1,007,473 HOME Program funds previously committed to MBCDC for the acquisition and rehabilitation of the Westchester Apartments ($207,473 from FY 01/02 and the $800,000 from FY 02/03) in order to provide 24 rental units for income-eligible participants in accordance with HOME Program requirements.

On April 20th, 2005, the City Commission approved Resolution No. 2005-25864, which awarded $298,218 of HOME NOFA funds to MBCDC, for the rehabilitation the Westchester Apartments. In addition, MBCDC is receiving funding from Miami-Dade County in the amount of $800,000, and City of Miami HOPWA Program funds in the amount of $296,491. MBCDC has secured private financing of $367,117 (1st Mortgage), and has applied for $750,000 in funding from the Miami-Dade County Homeless Trust. The total cost of the project is estimated at $4,041,792.

On July 18, 2005, the City of Miami Beach Neighborhood Services Department, Housing and Community Development Division issued a Notice of Funding Availability (NOFA) for HOME Program funds in the amount of $522,493, to be used for acquisition and/or rehabilitation of existing multi-family buildings containing four or more units, for the purpose of the provision of affordable rental housing. The NOFA was advertised in *The Miami Herald* on July 15th and 17th, 2005. In addition, notification of the NOFA was provided to 30 interested housing

providers via direct mailing. As of September 9th, 2005, MBCDC was the sole respondent to the NOFA. Staff reviewed the application, and found it eligible for funding.

The property contains a three-story Mediterranean revival structure built in 1926 consisting of approximately 10,420 square feet. The building currently is configured into 30 apartments, of which six are one-bedroom units and 24 are efficiency units. In accordance with the report from the architect, Arthur J. Marcus Architect P.A., the 24 efficiency units were reconfigured to comply with the City's average square foot planning and zoning requirement for residential units. Therefore, the resulting reconfiguration will be approximately 12 one-bedroom apartment units and 12 efficiency units. The units will be rented to income-eligible participants qualifying under the HOME Program requirements.

The proposed scope of work, based on a preliminary evaluation, included the following: reconstruction of the front porch with side wing walls and historic façade renovation, repairs of spalled concrete, roof repairs and reconstruction of fire damaged roof area, new windows and doors, exterior paint, repair and replace deteriorated wood structural members, new non-load bearing construction with new mechanical, electrical, plumbing and fire sprinkler systems. In order to comply with ADA requirements, MBCDC is planning to request a waiver for the accessibility ramps because of insufficient space. However, MBCDC will comply with all other ADA requirements. The building is vacant and no tenants will be relocated.

On September 9, 2005, the Loan Review Committee reviewed the NOFA application submitted by MBCDC for the Westchester Project, and has recommended approval by the City Commission to award HOME Program funds in the full requested amount of $522,493.

The Administration recommends that the Mayor and City Commission authorize the Mayor and City Clerk to execute the attached HOME Investment Partnerships (HOME) Program Agreement with the Miami Beach Community Development Corporation (MBCDC) providing $522,493 of HOME Program funds for the rehabilitation of the Westchester Apartments, located at 516 15th Street, Miami Beach, to provide 24 rental units for income-eligible participants in accordance with the HOME Program requirements; further, approving a one time only assignment of this agreement to MBCDC: Westchester Apartments, LLC, a not-for-profit entity created by MBCDC as a successor in interest in title to the property located at 516 15th Street, and under this Agreement.

JMF/VPG/TU/EJB

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HOME PROGRAM AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 200__, by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, having its principal office at 1700 Convention Center Drive, Miami Beach, Florida, (City), and **MBCDC: Westchester Apartments LLC.,** a Florida limited liability company, with offices located at 945 Pennsylvania Avenue, Miami Beach, Florida, as successor in interest to the Miami Beach Community Development Corporation, pursuant to a one-time only assignment approved pursuant to City Resolution No. 2005-25864 (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, on February 18, 1992, the City was designated by the U.S. Department of Housing and Urban Development (HUD) as a Participating Jurisdiction to receive funds through the HOME Investment Partnerships (HOME) Program under 24 CFR 92; and

WHEREAS, the City has established a HOME Program under the rules of HUD, which provides financial assistance for the purpose of providing affordable housing within the City; and

WHEREAS, on April 8, 1993, the Mayor and City Commission, approved Resolution No. 93-20756, designating Miami Beach Community Development Corporation (MBCDC) as a qualified Community Housing Development Organization (CHDO) under the HOME Program; and

WHEREAS, in accordance with the HOME Program regulations, the City must reserve a minimum of fifteen (15) percent of each fiscal year's HOME allocation for a CHDO set-aside for investment in housing to be developed, sponsored or owned by a designated CHDO; and

WHEREAS, on July 18, 2001, the City Commission approved Resolution No. 2001-24517, which adopted the City of Miami Beach One-Year Action Plan for Federal Funds for Fiscal Year 2001/2002, and allocated $800,000 in HOME Program funds to MBCDC, of which $207,473 remains available for MBCDC to commit to a project; and

WHEREAS, on July 31, 2002, the City Commission approved Resolution No. 2002-24948 which adopted the City of Miami Beach One-Year Action Plan for Federal Funds for Fiscal Year 2002/2003, which allocated $800,000 in HOME Program funds to MBCDC; and

WHEREAS, on July 2, 2003, the City Commission approved Resolution No. 2003-25259 which approved MBCDC's request to the City to utilize $1,007,473 of the previously allocated Fiscal Year 2001/2002 and Fiscal Year 2002/2003 CHDO funds for a CHDO project to acquire and rehabilitate the apartment building known as the Westchester Apartments, located at 516 15th Street, Miami Beach (the Project); and

WHEREAS, on April 20, 2005, the City Commission approved Resolution No. 2005-25864,

which awarded $298,218 of HOME Notice of Funding Availability (NOFA) funds to MBCDC, for the rehabilitation the Project; and

WHEREAS, on July 18, 2005, the City published a NOFA for HOME Program funds, in the amount of $522,493, to be used for acquisition and/or rehabilitation of existing multi-family buildings containing four or more units, for the purpose of the provision of affordable rental housing; and

WHEREAS, on September 9, 2005, the Loan Review Committee reviewed the NOFA application submitted by MBCDC for the Project, and recommended that the City Commission approve and award the HOME Program funds, in the full requested amount of $522,493; and

WHEREAS, MBCDC has created a not-for-profit entity which has assumed all interest and title to the property located at 516 15th Street and is a successor in interest to MBCDC for the Project pursuant to this Agreement; and

WHEREAS, accordingly, the City, in Resolution 2005-25864, agreed and consented to a one-time only assignment of MBCDC's rights and obligations for the Project to MBCDC: Westchester Apartments, LLC.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

As used in this Agreement the terms listed below shall have the following meanings:

(a) HOME Program: HOME Investment Partnerships Program, as set forth in 24 CFR Part 92, as amended.

(b) HUD: United States Department of Housing & Urban Development or any successor agency.

(c) Funds: HOME Program funds.

(d) CHDO: Community Housing Development Organization as defined in the HOME Investment Partnerships Program, 24 CFR, Part 92, as amended, and CPD Notice 94-02.

(e) Terms defined in the HOME Investment Partnerships Program Final Rule, 24 CFR Part 92, and any amendments thereto, not otherwise defined in this Agreement, shall have the meaning set forth in said Rule.

(e) HOME Assisted Units: A term that refers to the number of units in a project assisted with HOME Program funds for which rent, occupancy, and resale/recapture restrictions apply.

ARTICLE II
ALLOCATION OF HOME FUNDS

In consideration of the performance by Owner of its role and responsibilities set forth in this Agreement, the City agrees to provide a conditional grant of HOME Program funds to Owner in the amount of Five Hundred Twenty-Two Thousand Four Hundred Ninety-Three Dollars ($522,493) (Funds).

The Funds will be utilized by Owner for a CHDO project that provides for the rehabilitation and operation of the building located at 516 15th Street, Miami Beach, that will provide a minimum of twenty-four (24) rental units for income qualified persons. Owner will acquire and rehabilitate the building as more fully described in the Scope of Services (Exhibit A) and Budget (Exhibit B). Owner will maintain required HOME Program rent and occupancy limitations for a minimum period of 15 years (the Affordability Period) which shall commence with the issuance of the final approved Certificate of Completion by the City's Building Department following the planned rehabilitation.

ARTICLE III
PROCEEDS FROM HOME INVESTMENT

In accordance with the 24 CFR Part 92.300 (a)(2), Owner may retain the proceeds from the investment of its CHDO set aside funds for use in other housing activities which benefit low-income families.

ARTICLE IV
SPECIAL PROVISIONS APPLICABLE TO FUNDS PROVIDED UNDER THE HOME PROGRAM

Owner expressly agrees to the following terms and conditions in conformity with the HOME Program Final Rule.

(a) **Repayment of Funds.** The Funds (which definition shall also hereinafter include the allocation of any additional funds that may be provided by the City in the future as a result of an amendment or modification of this Agreement) shall be repaid in their entirety if the HOME units do not meet the affordability requirements for the Affordability Period in accordance with the terms of this Agreement and the HOME Program Regulations. Any violation of these requirements may, at the City's option, result in the entire amount of the Funds, as indicated in Article II or as subsequently amended or modified, being returned and/or otherwise repaid by Owner to the City, and same shall be considered and treated as an event of default resulting in the City's termination for cause of the Agreement, pursuant to Article XXVI herein. The City reserves the right to review the affordability requirements, as set forth herein. Concurrent with its execution of this Agreement and/or any projects pursuant to this Agreement, Owner shall execute a Mortgage and Note in the format provided by the City, incorporating the terms of this section, which shall be recorded in the Official Records of Miami-Dade County Florida. The affordability requirements and the Affordability Period apply without regard to the term of any loan or mortgage or the transfer of

ownership. They shall be imposed by deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the affordability requirements and the Affordability Period may terminate upon foreclosure or transfer in lieu of foreclosure.

(b) **Rent Limitation**. HOME assisted rental units will bear rents in accordance with 24 CFR 92.252, as published from time-to-time by HUD. The City shall provide a HOME Program rent schedule annually to Owner.

(c) **Rent schedule and utility allowances**. In accordance with 24 CFR 92.252(b)(c) and (d), the City must review and approve rents and the monthly utility allowances proposed by the owner prior to initial occupancy. Owner must re-examine and document the income of each tenant living in the HOME assisted units annually. The maximum monthly rent must be recalculated by Owner and reviewed and approved by the City annually. Any increase in rents for HOME-assisted units is subject to the provisions of outstanding leases and, in any event, the owner must provide the tenant with not less than thirty (30) days written notice before implementing any rent increase.

(d) Owner shall comply with all applicable federal regulations as they may apply to restrictions and limitations regarding real property under Owner's control acquired or improved in whole or in part with HOME funds.

(e) The Project must provide safe, sanitary, and decent residential housing for income eligible tenants (i.e., persons whose income is within specific income levels set forth by HUD).

(f) **Income Targeting**. Owner shall maintain written documentation that conclusively demonstrates that the project assisted in whole or in part with HOME funds provides benefit to very-low income households (annual income does not exceed 50 percent of the median family income for the area) and low-income households (annual income does not exceed eighty percent (80%) of the median income for the area) as required.

(g) **Records**: Owner shall maintain all records sufficient to meet the requirements of 24 CFR 92.508(a)(2) program records, 92.508(a)(3) project records, 92.508(a)(5) other Federal requirements records, and 92.508(a)(6) program administration records. All records required herein shall be retained and made accessible as provided in 24 CFR 92.508 (c) and (d) and Florida Statutes Chapter 119.

(i) **Property Standards**. For the duration of this Agreement and any amendments hereto, housing that is assisted with HOME funds, must meet all applicable local codes, rehabilitation standards, ordinances and zoning ordinances at the time of project completion. The City shall conduct annual or bi-annual, as required, on-site inspections of the Project to assure compliance with housing codes. The City may select a sample of the units in the Project to satisfy the inspection requirements.

(j) **Environmental Review**. For the Project described in the Scope of Services (Exhibit A), attached hereto, Owner shall obtain a Phase I, Environmental Assessment, and agree to mitigate any hazardous conditions identified therein.

(k) **Affirmative Marketing.** In order to provide persons in the housing market area with a range of housing choice, regardless of race, color, religion, sex, handicap, familial status, or national origin, Owner agrees to administer the HOME Program in a manner that will affirmatively further the purposes of Title VI of the Civil Rights Act of 1964 at 24 CFR 1, the Fair Housing Act at 24 CFR 100 and Executive Order 11063 at 24 CFR 107. Owner will submit its written procedures that implement these requirements for review and approval by the City.
(l) **Tenant and Participant Protection**. Owner agrees that the lease to be executed with the tenants of rental housing will be in accordance with 24 CFR Part 92.253. Furthermore, if HOME assistance is provided to a CHDO, the CHDO must adhere to a fair lease and grievance procedure approved by the City and provide a plan for and follow a program of tenant participation in management decisions (24 CFR Part 92.303).

(m) **CHDO Capabilities**. Owner, as a CHDO, agrees that it will function as an owner of the Project and that it shall have effective management control.

(n) **Change in Status**. Owner agrees to advise the City in writing within thirty (30) days of any organizational, operational or legal status changes made by Owner that affect documents that were submitted by Owner to obtain CHDO status.

(o) **Energy Star.** All new buildings and gut rehab shall be designed to meet the National ENERGY STAR efficiency performance specification. All procedures shall comply with National Home Energy Rating System guidelines. Also select ENERGY STAR appliances.

ARTICLE V
ELIGIBLE COSTS

Owner agrees that eligible costs for the Project under this Agreement are limited to those eligible costs as outlined in 24 CFR Part 92.206 of the HOME Program regulations.

ARTICLE VI
DISBURSEMENT OF FUNDS

(1) The Funds shall be used by Owner exclusively for acquisition and rehabilitation of real property.

(2) Any payment due under the terms of this Agreement may be withheld pending the receipt and approval by the City of all reports and documents which Owner is required to submit to the City pursuant to the terms of this Agreement or any amendments thereto.

(3) No payments will be made without evidence of appropriate insurance required by this Agreement. Such evidence must be on file with the City.

(4) Owner understands and agrees that disbursement requests for Funds under this Agreement are only to be requested when the funds are needed for payment of eligible costs. The amount of each

request must be limited to the amount needed.

ARTICLE VII
SUBCONTRACTS

(a) Owner shall use its best efforts to include a statement in all subcontracts that it executes that the subcontractor shall hold the City harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement to the extent allowed by law.

(b) If Owner subcontracts, a copy of the executed subcontract must be forwarded to the City within ten (10) days after execution.

ARTICLE VIII
CONDITIONS OF SERVICE

(a) As a condition of these services, Owner agrees to comply with the HOME Program Final Rule, 24 CFR Part 92, and any Amendments or Notices issued pursuant thereto.

(b) Owner agrees to comply with the requirements of Executive Orders 11625 and 12432 concerning **Minority Business Enterprise** and 12138 **Women's Business Enterprise** which encourage the use of minority and women's business enterprises, to the maximum extent possible, in connection with HOME-funded activities.

(c) Owner agrees to comply with the requirements of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act** of 1970 (URA) (42 U.S.C. 4201-4655) and 49 CFR Part 24. The Owner acknowledges having received the HUD Manual entitled "All the Right Moves: Relocation and Assistance in HUD Programs" and HUD Handbook 1378 and will comply with all requirements contained therein.

(d) Owner agrees to comply with all of the following federal laws, executive orders, and regulations pertaining to fair housing and equal opportunity.

(1) **Title VI of the Civil Rights Act of 1964, As Amended** (42 U.S.C. 2000d) -- pertaining to discrimination under any program or activity receiving federal financial assistance on the basis of race, color, or national origin. Its implementing regulations may be found in 28 CFR Part 1.

(2) **Title VIII of the Civil Rights Act of 1968, As Amended the "Fair Housing Act"** (42 U.S.C. 3601) and its implementing regulations at 24 CFR Part 100-115 -- Prohibiting discrimination in the sale or rental of units in the private housing market.

(3) **Equal Opportunity in Housing** (Executive Order 11063, as amended by Executive Order 12259) and implementing regulations at 24 CFR Part 107 -- Prohibiting discrimination in housing or residential property financing related to any federally assisted activity.

(4) **Age Discrimination Act of 1975, As Amended** (42 U.S.C. 6101) and its implementing regulations at 24 CFR Part 146 -- Prohibiting age discrimination in programs receiving federal financial assistance.

5) **Equal Employment Opportunity**, Executive Order 11246, As Amended and its implementing regulations at 41 CFR Part 60 -- Prohibiting discrimination against any employee or applicant for employment. Provisions to effectuate this prohibition must be included in all construction contracts exceeding $10,000.

(e) Owner agrees to comply with the requirements of **Section 3 of the Housing and Urban Development Act of 1968** (12 U.S.C. 1701u) -- Requires that, to the greatest extent feasible, opportunities for training and employment arising from HOME funded projects will be provided to low-income persons residing in the program service area; and, to the greatest extent feasible, contracts for work to be performed in connection with HOME funded projects will be awarded to business concerns that are located in, or owned by persons residing in the program service area.

(f) Owner will ensure that all units in a project assisted with HOME funds comply with the **Lead Based Paint Poisoning Prevention Act** (42 U.S.C. 4821, et) and its implementing regulations at 24 CFR 35.

(g) Owner agrees to comply with the **Federal Labor Standards** Provisions, as described in HUD Handbook 1344-1 (Federal Labor Standards Compliance in Housing and Community Development Programs).

(h) Owner agrees to comply with the requirements of 24 CFR part 24 regarding **debarment and suspension.**

ARTICLE IX
TERM OF AGREEMENT

This Agreement shall be effective upon execution by both parties and shall terminate at the conclusion of the 15 year period of affordability (Affordability Period), as specified in 24 CFR 92.252 (affordable rental housing).

ARTICLE X
TERMINATION

The City and Owner agree that this Agreement may be terminated by the City, in whole or in part, for cause (as defined in Article XXVI herein and in accordance with the provisions of 24 CFR Part 85.43) or for convenience (as defined in Article XXVII and in accordance with the provisions of 24 CFR, Part 85.44). A written notification shall be required at least thirty (30) days prior to the effective date of such termination, and shall include the reason for the termination (if for cause), the effective date, and in the case of a partial termination, the actual portion(s) to be terminated.

ARTICLE XI
AMENDMENTS

Any alterations, variations, modifications or waivers of any provisions of this Agreement, including an increased allocation of funds, shall only be valid when they have been reduced to writing and signed by the City and Owner.

ARTICLE XII
CONFLICT OF INTEREST

(a) Owner shall comply with the standards contained within 24 CFR Part 92.356 which states that no owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private-for-profit or non-profit, may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an employee or agent of the owner or developer of a rental housing project who occupies a HOME-assisted unit as the project manager or maintenance worker. Exceptions may be granted by the City in accordance with 24 CFR Part 92.356(f)(2).

(b) Owner shall disclose any possible conflicts of interest or apparent improprieties of any party that is covered by the above standards. Owner shall make such disclosure in writing to the City immediately upon Owner's discovery of such possible conflict. The City will then render an opinion which shall be binding on all parties.

(c) Related Parties. Owner shall report to the City the name, purpose, and any other relevant information in connection with any related-party transaction. This includes, but is not limited to, a for-profit subsidiary or affiliate organization, an organization with overlapping boards of directors, or an organization for which an officer of the Owner is responsible for appointing memberships. Owner shall report this information to the City upon forming the relationship or, if already formed, shall report it immediately. Any supplemental information shall be reported to the City in the required Annual Report.

ARTICLE XIII
INDEMNIFICATION AND INSURANCE

Owner shall indemnify and hold harmless the City from any and all claims, liabilities, losses, and causes of action which may arise out of an act, omission, negligence or misconduct on the part of Owner or any of its agents, servants, employees, contractors, patrons, guests, clients, or invitees. Owner shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of the City, when applicable, and shall pay all costs and judgments which may issue thereon.

Owner shall maintain during the term of this Agreement, the insurance specified below.

(1) General Liability: $500,000 combined single limit for bodily injury and property damage, for

each occurrence.

(2) Contractual Liability: the policy must include coverage to cover the above indemnification.

(3) Automobile and vehicle coverage in the amount of $500,000 per occurrence shall be required when the use of automobiles and other vehicles are involved in any way in the performance of the Agreement, including non-owned automobile coverage.

(4) Workers' Compensation Coverage as per statutory limits of the State of Florida.

(5) Builders Risk/Comprehensive Fire and Hazard Insurance: Owner shall deliver to the City the original policy of Builder's Risk and Comprehensive Fire and Hazard Insurance in completed value form with extended coverage in the amount of the full insurable value of the Project upon completion of construction, issued by a company satisfactory to the City.

(6) Flood Insurance: If the floor grade of the first level of the building is determined to be below the base floodplain elevation required by the Federal Emergency Management Agency (FEMA) of 8 feet above NGVD, Owner shall deliver to the City evidence satisfactory to the City that the premises are covered by flood insurance supplied by the Federal Insurance Administration to the maximum amount available, all as provided in the Flood Disaster Protection Act of 1973, as amended, together with appropriate endorsement. Owner agrees that the City shall have the right to take any action necessary to continue said insurance in full force.

Owner shall submit to the City an ORIGINAL Certificate of Insurance for the above coverage with the City named as an additional insured, to the extent of its insurable interest on all policies required herein. All insurance coverage shall be approved by the City's Risk Manager **prior** to the release of any funds under this Agreement. Further, in the event evidence of such insurance is not forwarded to the City's Risk Manager within thirty (30) days after the execution of this Agreement, this Agreement shall become null and void, and the City shall have no obligation under the terms thereof.

ARTICLE XIV
REPORTS

(1) Progress Reports. Owner agrees to submit monthly progress reports to the City, describing the status of the Project and achievement of objectives as provided herein and in the Scope of Services (Exhibit A) and Budget (Exhibit B), attached hereto. The progress reports shall be submitted no later than ten (10) days after the end of each month until such time as all funds are expended or, for rental projects, until the Project is fully occupied.

It will be the sole responsibility of Owner to notify the City in writing, of any actions, law, or event, that will impede or hinder the Project as provided in this Agreement. After such notification, the City will take whatever actions it deems appropriate to ensure the success of the program.

(2) Tenant and Rent Schedule Certification.

a. Owner shall submit to the City for approval the proposed rents for the HOME units and, if applicable, the monthly allowances for utilities and services to be paid by the tenant. The City shall approve submitted rents if such rents comply with applicable Federal standards, or if HUD has approved same.

b. Owner shall provide the City with the initial tenant list, and any and all subsequent updates, amendments and modifications thereto, with documentation for all tenants in the HOME units confirming family size, income, financial classification, ethnicity, HOME rents charged and other information the City may require to fulfill its reporting requirements to HUD. This report will continue to be required throughout the Affordability Period hereunder beginning on the date of issuance of a Final Certification of Completion for the Project. The initial report shall be due within thirty (30) days of Project lease-up.

c. Annually, Owner shall deliver to the City's Housing and Community Development Division, by October 31st of each calendar year, its signed report in form and substance acceptable to the City, to include names of tenants, unit type, family size and income, rents charged, and occupancy/vacancy factor of each unit for the prior fiscal year (October 1st through September 30th). The report will continued to be required for the full 15-year Affordability Period hereunder beginning on the date of issuance of a Final Certificate of Completion for the project.

(3) Other reports as may be required by the City to demonstrate compliance with any of the terms of this Agreement.

If the required reports described above are not submitted to the City or are not completed in the manner acceptable to the City, the City may withhold further payments until they are completed or may take any other action as the City may deem appropriate.

ARTICLE XV
AUDIT AND INSPECTIONS

At any time during normal business hours and as often as the City Administration and/or the Comptroller of the Currency of the United States may deem necessary, there shall be made available to the City Administration and/or representatives of the Comptroller to audit, examine and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. If during the course of a monitoring visit, the City determines that any payments made to Owner do not constitute an allowable expenditure, the City will have the right to deduct those amounts from their related invoices. Owner must maintain records necessary to document compliance with the provisions of this Agreement.

ARTICLE XVI
COMPLIANCE WITH LOCAL STATE AND FEDERAL REGULATIONS

Owner agrees to comply with all applicable Federal regulations as they may apply to program administration. Additionally, Owner will comply with all State and local laws and ordinances hereto applicable.

ARTICLE XVII
ADDITIONAL CONDITIONS

(a) Title and paragraph headings are for convenient reference and are not a part of this Agreement.

(b) In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached document, the terms in this Agreement shall rule.

(c) No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

ARTICLE XVIII
ACCESS TO RECORDS

Owner, agrees to allow access during normal business hours to all financial records to authorized Federal, State or City representatives and agrees to provide such assistance as may be necessary to facilitate financial audit by any of these representatives when deemed necessary to insure compliance with applicable accounting and financial standards. Owner shall allow access during normal business hours to all other records, forms, files, and documents which have been generated in performance of this Agreement and to those personnel as may be designated by the City.

ARTICLE XIX
SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

ARTICLE XX
PROJECT PUBLICITY

Owner agrees that any news release or other type of publicity pertaining to the Project as stated herein must recognize the City as the recipient funded by the United States Department of Housing and Urban Development, and that the Program is administered by the City's Housing and Community Development Division, which is the entity providing funds for the Project.

ARTICLE XXI
DRUG-FREE WORKPLACE

Owner agrees to administer in good faith, a policy to ensure that it complies with the Drug-Free Workplace Act requirements under 24 CFR Part 24, Subpart F, and will ensure that the workplace is free from the unlawful manufacture, distribution, dispensing, possession or use of drugs or alcohol.

ARTICLE XXII
NONDELEGABLE

Owner agrees that the obligations undertaken pursuant to this Agreement shall not be delegated or assigned to any other person or firm unless the City shall first consent in writing to the performance or assignment of such service or any part thereof by another person or firm.

ARTICLE XXIII
SUCCESSORS AND ASSIGNS

Owner agrees that this Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors, and assigns.

ARTICLE XXIV
INDEPENDENT CONTRACTOR

Owner and its employees and agents shall be deemed to be independent contractors and not agents or employees of the City, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the City, or any rights generally afforded classified or unclassified employees; further he/she shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE XXV
ASSIGNMENT

This Agreement may not be assigned or transferred by Owner without the prior written consent of the City thereto, which consent shall not be unreasonably withheld. It shall be deemed a default of this Agreement in the event that Owner does not strictly comply with the procedures established herein for obtaining City consent to assignment or transfer as defined by this Paragraph. In the event such consent is not obtained, in the manner prescribed herein, the City shall be entitled to declare a default, cancel this Agreement, and resort to its rights and remedies against the defaulting party. In the event the Provider transfers an interest of more than one (1%) percent ownership in its stock by pledge, sale, or otherwise; or if Owner makes an assignment for the benefit of its creditors, or uses this Agreement as security or collateral for any loan; or if the Provider is involved in any bulk transfer of its business or assets, then in that event each of the foregoing actions shall also be deemed an assignment of this Agreement and shall require the City's prior written consent. A merger, dissolution, consolidation, conversion, liquidation or appointment of a

receivership for Owner, shall be deemed an assignment of this Agreement and will require the prior written consent of the City thereto.

ARTICLE XXVI
TERMINATION FOR CAUSE

The City may place Owner in default of this Agreement and may suspend or terminate this Agreement, in whole or in part, for cause, as prescribed in Article X herein. "Cause" shall include, but not be limited to, the following:

(a) Owner's failure to (i) diligently pursue additional Project financing and to close on the acquisition of the Project within 60 days from the date of execution of this Agreement; or (ii) commence work within thirty (30) days from the date of issuance of the Notice to Proceed; or (iii) diligently pursue construction and timely complete the Project by securing a Final Certificate of Completion within twelve (12) months from the date of execution of this Agreement.

Work shall be considered to have commenced and be in active progress when, in the sole opinion of the City, a full complement of workers and equipment is present at the Project site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting.

(b) Owner's failure to comply with applicable building, fire, life safety, housing and zoning laws, rules, regulations and codes.

(c) Owner's default on any of the terms and conditions of the note, mortgage, or other loan document executed by Owner in favor of a Lender. The affordability requirements and Affordability Period apply without regard to the term of any loan or mortgage or the transfer of ownership. They shall be imposed by deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the affordability requirements and Affordability Period may terminate upon foreclosure or transfer in lieu of foreclosure.

(d) Owner's failure to maintain the insurance required by the City and/or Lender.

(e) Failure to comply and/or perform in accordance with any of the terms and conditions of this Agreement, or any Federal, State or local regulation.

(f) Submitting any required report to the City which is late, incorrect, or incomplete in any material respect after notice and reasonable opportunity to cure, as set forth in subparagraph (h) hereof, has been given by the City to Owner.

(g) Implementation of this Agreement, for any reason is rendered impossible or infeasible.

(h) Failure to respond in writing within thirty (30) days of notice of same from City to any concerns raised by the City, including providing substantiating documentation when requested by the City.

(i) Any evidence of fraud, waste or mismanagement as determined by the City's monitoring of project(s) under this Agreement, or any violation of applicable HUD rules and regulations.

(j) Owner's insolvency or bankruptcy.

(k) An assignment or transfer of this Agreement or any interest therein which does not comply with the procedures set forth in Article XXV herein.

(l) Claims of lien not satisfied or bonded-off, in accordance with Florida Statutes, within 60 days from the date of filing of any such lien.

(m) Failure to comply and/or perform in accordance with the affordability requirements or Affordability Period, and/or an unauthorized transfer of title of its HOME projects.

If the default complained of is not fully and satisfactorily cured within thirty (30) days of receipt of such notice of default to Owner, at the expiration of said thirty (30) day period (or such additional period of time, as permitted by the City, in its sole discretion, as required to cure such default, in the event Owner is diligently pursuing curative efforts) this Agreement may, at the City's sole option and discretion, be deemed automatically canceled and terminated, and the City fully discharged from any and all liabilities, duties and terms arising out of, or accruing by virtue of this Agreement. In the event of a default for cause, the City may, at its option, avail itself of any and all remedies pursuant to 24 CFR Part 85.43, as amended from time to time, including suspension, in whole or in part, of Owner's grant award(s); recapture of the Funds, as set forth herein; and any other remedies that may be legally available.

ARTICLE XXVII
TERMINATION FOR CONVENIENCE

Notwithstanding Article XXVI above, Owner herein consents that the City may terminate this Agreement, in whole or in part, for convenience, as set forth in 24 CFR Part 85.44.

ARTICLE XXVIII
ADDITIONAL REMEDIES

In the event of a default and termination for cause, the City shall be entitled to bring any and all legal and/or equitable actions which it deems to be in its best interest, in Miami-Dade County, Florida, in order to enforce the City's rights and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions, including reasonable attorney's fees. To the extent allowed by law, the defaulting party waives its right to jury trial and its right to bring permissive counterclaims against the City in any such action.

ARTICLE XXIX
MAINTENANCE AND RETENTION OF RECORDS

Owner agrees that it will maintain all records required pursuant to 24 CFR Part 92.508, in an

orderly fashion in a readily accessible, permanent and secure location, and that it will prepare and submit all reports necessary to assist the City in meeting record keeping and reporting requirements thereunder.

(1) Records shall be maintained for a period of **five years (5)** after the closeout of funds under this Agreement except as provided in subsections (2), (3) and (4) below.

(2) If any litigation, claim, negotiation, audit or other action has been started before the regular expiration date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period specified in paragraph (1) above, whichever is later;

(3) **Records regarding Project requirements that apply for the duration of the Affordability Period, as well as the written agreement and inspection and monitoring reports must be retained for five (5) years after the Affordability Period terminates;**

(4) Records covering displacements and acquisition must be retained for at least five (5) years after the date by which the persons displaced from the property and all persons whose property is acquired for the Project have received the final payment to which they are entitled in accordance with 24 CFR Part 92.353.

ARTICLE XXX
LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $522,493. Owner hereby expresses its willingness to enter into this Agreement with Owner's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of $522,493. Accordingly, and notwithstanding any other term or condition of this Agreement, Owner hereby agrees that the City shall not be liable to Owner for damages in an amount in excess of $522,493, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

ARTICLE XXXI
VENUE

This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

ARTICLE XXXII
ADDITIONAL CONDITIONS AND COMPENSATION

It is expressly understood and agreed by the parties hereto that monies contemplated by this Agreement to be used for the Funds, originated from grants of federal HOME Investment Partnerships Program funds, and must be implemented with all of the applicable rules and regulation of the U.S. Department of Housing and Urban Development. It is expressly understood and agreed that in the event of curtailment or non-production of said Federal grant funds, that the financial sources necessary to continue to pay the Owner the Funds will not be available and that this Agreement will thereby terminate effective as of the time it is determined that said funds are no longer available. In the event of such determination, Owner agrees that it will not look to, nor seek to hold liable, the City or any individual member of the City Commission thereof, personally for the performance of this Agreement and all parties hereto shall be released from further liability each to the other under the terms of this Agreement.

ARTICLE XXXIII
ACCESSIBILITY LAWS COMPLIANCE

Owner agrees to adhere to and be governed by the following accessibility requirements:

(a) **Architectural Barriers Act of 1968**, As Amended (42 U.S.C. 4151) and its implementing regulations at 35 CFR Part 107 -- Public buildings and conveyances financed with federal funds must be designed, constructed, or altered to provide accessibility to the physically handicapped.

(b) **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8 -- Prohibits discrimination in federally assisted programs on the basis of handicap and imposes requirements to ensure that "qualified individuals with handicaps" have access to programs and activities that receive federal funds.

(c) **Title VIII of the Civil Rights Act of 1968, As Amended the "Fair Housing Act"** (42 U.S.C. 3601) and its implementing regulations at 24 CFR Part 100-115.

Owner must complete and submit the City's Disability Non-Discrimination Affidavit (Affidavit), a copy of which is attached hereto and incorporated herein as Exhibit C. In the event Owner fails to execute the City's Affidavit, or is found to be in non-compliance with the provisions of the Affidavit, the City may impose such sanctions as it may determine to be appropriate, including but not limited to, withholding of payments to Owner under the Agreement until compliance and/or cancellation, termination or suspension of the Agreement in whole or in part. In the event the City cancels or terminates the Agreement pursuant to this Article, Owner shall not be relieved of liability to the City for damages sustained by the City by virtue of Owner's breach of the Agreement.

ARTICLE XXXIV
NOTICES

All notices shall be sent to the parties at the following addresses:

If to the City:	City of Miami Beach 1700 Convention Center Drive, 3rd Floor Miami Beach, FL 33139 Attn: Housing and Community Development Division Director
If to Owner:	Roberto Datorre, President c/o Miami Beach Community Development Corporation 945 Pennsylvania Avenue Miami Beach, FL 33139

or to such address and to the attention of such other person as the City or Owner may from time to time designate by written notice to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized official(s) on the day and date first above indicated.

MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION
a Florida not-for-profit corporation

ATTEST:

_____
President

_____
Secretary

_____
Printed Name and Title
of Authorized Signatory

ATTEST:

CITY OF MIAMI BEACH
a Florida Municipal corporation

_____
City Clerk

_____
Mayor

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EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

1. Address of Project: Westchester Apartments
516 15th Street
Miami Beach, Fl 33139

2. Legal Description:

Lot 2, Block 74, of Lincoln Sub, according to the Plat thereof, recorded in Plat Book 9, Page 69, of the public Records of Miami-Dade County, Florida.

3. Building and Site Characteristics

Owner has entered into a Contract for Sale and Purchase, in the amount of $1,212,000, for a vacant apartment building, referred to as the Westchester Apartments, and located at 516 15th Street, Miami Beach. The three (3) story, thirty (30) unit building is to be reconfigured and rehabilitated to provide a minimum of twenty-four (24) units to be occupied by elderly persons qualified under the HOME Program. The building, constructed in 1926, has been designated as historic and is located two blocks south of Lincoln Road. The existing thirty (30) apartments consist of twelve (12) studio units, and twelve (12) one-bedroom units. According to the survey of the property, the total area of the building is approximately 10,420 square feet. Once the reconfiguration and rehabilitation of the building is completed, the area of each unit will exceed the minimum City requirement of 400 square feet. MBCDC is proposing to reconfigure the building and will provide a minimum of twenty-four (24) units. The actual number of units to be retained will be determined during the architect's design of the rehabilitation work.

MBCDC has obtained site control and has had the facility inspected by a structural engineer. A Phase 1 Environment Review was conducted to determine possible petroleum product contamination, and the presence of asbestos or lead paint. As a requirement of the Agreement and HOME funding, the Owner will mitigate any hazardous conditions identified in the Phase 1 Report. The Owner has an appraisal.

4. Upon completion of the Project, all units will be HOME-assisted and carry restricted rent and tenant income restrictions for the duration of the 15-year Affordability Period.

5. Proposed Elements of Construction

The proposed scope of work, based on a preliminary evaluation, includes the following: includes the following: reconstruction of the front porch with side wing walls and historic façade renovation, repairs of spalled concrete, roof repairs and reconstruction of fire damaged roof area, new windows and doors, exterior paint, repair and replace deteriorated wood structural members, new non-load bearing construction with new mechanical, electrical, plumbing and fire sprinkler systems. In order to comply with ADA requirements, MBCDC is planning to request a waiver for the accessibility ramps because of insufficient space. However, MBCDC will comply with all other ADA requirements. The building is vacant and no tenants will be relocated.

6. The following procedures must be followed, prior to the commencement of work on the Project:

(a) Each contractor and/or subcontractor must be found to be eligible to work on a federally funded project. The names submitted will be checked against the monthly listing "Consolidated List of

Debarred, Suspended & Ineligible Contractors and Grantees" published by the Federal Government.

(b) Since the Building is more than fifty (50) years old, Owner's Architect or Engineer (1) must obtain and submit to the City a letter indicating that the plans for the project have been reviewed by the State Historic Preservation Officer (SHPO) and that the proposed rehabilitation is acceptable to that office, and (2) must submit a copy of the 50 year re-certification for the building.

(c) A set of final approved plans and specifications for the project approved by the City's Building Department must be submitted to the Housing and Community Development Division of the City's Neighborhood Services Department.

(d) Building permits must be obtained as required by applicable City Ordinance. Also, any other necessary permits and applicable approvals from any other governmental authorities must be obtained, if required.

(e) A copy of the contract between Owner and a licensed General Contractor must be submitted to the City which includes commencement and completion dates, contract amount, scope of work, Federal Labor Standards Provisions (HUD Form 4010, if applicable), and applicable federal regulations and standards.

(f) The General Contractor selected must submit evidence prior to the commencement of work, satisfactory to the City's Insurance Manager, of the following insurance coverage: 1) Liability insurance against claims arising out of accident or occurrence on the property, in a minimum amount of $1,000,000. The City of Miami Beach must be named as additional insured in the policy; and 2) Proof of worker's compensation coverage; and such other forms of insurance as the City's Risk Manager may reasonably require.

(g) A revised cost breakdown, to include direct and indirect costs of the proposed work, based on the actual contract price.

When the above requirements have been met, the Housing and Community Development Division and the Building Department will jointly issue a "Notice to Proceed" on the Project. If Owner or contractor does not fully comply, or if any work commences prior to the issuance of the Notice to Proceed, then such work may, at the discretion of the City, constitute a default under this Agreement.

Exception: Subject to the prior approval of the Housing and Community Development Division and the Building Department, emergency repairs can be undertaken on the Project.

7. Owner's General Contractor shall be responsible for compliance with all pollution and asbestos control standards of the concerned governmental agencies. It shall be the Contractor's responsibility to obtain required inspections from these agencies.

8. Federal regulations require that all tenants in housing rehabilitated with federal funds, be provided with information on the following: that the property may contain lead-based paint; of the hazards, symptoms and treatment for ingestion of lead-based paint; of the precautions to be taken; of the availability of blood level screening for children under seven years of age; and that in the event lead-based paint is found in the property, appropriate abatement procedures must be undertaken by Owner. Copies of a brochure will be provided to the Owner by the City. This information must be provided by Owner to each tenant, and Owner must retain

evidence of having provided this notification to the tenant in a file for the life of this Agreement.

9. After the property has been rehabilitated, it must conform to the applicable codes, ordinances and statutes of the City and of Miami-Dade County, including, but not limited to, the South Florida Building Code, the Zoning Ordinance, and the Property Maintenance Standards.

10. Owner agrees that it will develop an affirmative marketing plan, with concurrence from the City, that will comply with the City's adopted affirmative marketing procedures and requirements for projects containing five (5) or more HOME-assisted housing units. Owner shall implement an affirmative marketing program that provides information to, and attracts eligible persons in the housing market area to the available housing receiving assistance from HOME funds, without regard to race, color, national origin, religion, sex, sexual orientation, handicap, marital status, familial status, or age. The affirmative marketing requirements and procedures adopted by Owner shall include, but not necessarily be limited to, the following:

a. Methods to promote greater choice of housing opportunities;

b. Practices for marketing vacant units that will affirmatively further fair housing (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);

c. Special outreach efforts to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach and advertising efforts (e.g., use of community organizations including, but not limited to: places of worship, employment centers, community centers, fair housing groups, housing counseling agencies, community development corporations, and the Housing Authority of the City of Miami Beach). The City shall provide a list of potential outreach sources to Owner;

d. Maintenance of records describing actions taken to affirmatively market units and records to assess the results of these actions, including newspaper clippings of all vacant units advertised, copies of brochures, pamphlets, and articles used in advertising units, lists of community organizations used in disseminating information, records of referrals and the results of these referrals, and documentation of any other special outreach activities conducted.

e. A certification that states that the Owner agrees to adhere to any corrective actions the City requires if affirmative marketing requirements are not met.

11. Project Development Schedule

Closing Date	August 2003
Commence Construction	March 2005
Complete Construction	November 2006
Lease-up	January 2007

EXHIBIT B

BUDGET

SOURCES AND USES OF FUNDS
WESTCHESTER APARTMENTS
516 15th STREET

ESTIMATED SOURCES OF FUNDS

CITY OF MIAMI BEACH (CHDO SET ASIDE FY 2001 & 2002)	$1,007,473
CITY OF MIAMI BEACH FY 2003	298,218
HOUSING OPPORTUNITIES WITH PEOPLE WITH AIDS (HOWPA)	296,491
CITY OF MIAMI BEACH FY 2005 NOFA	522,493
MIAMI-DADE COUNTY SURTAX	800,000
MIAMI-DADE HOMELESS TRUST (Applied for)	750,000
BANK FINANCING	367,117
	$4,041,792

USES OF FUNDS

ACQUISITION OF PROPERTY	$1,200,000
REHABILITATION	2,105,400
PRE-DEVELOPMENT COSTS	305,713
DEVELOPER'S FEE	190,000
CONTINGENCY	240,579
	$4,041,792

EXHIBIT C

DISABILITY DISCRIMINATION AFFIDAVIT

RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution authorizing the Mayor and City Clerk to execute the attached HOME Investment Partnerships (HOME) Program Agreement with the Miami Beach Community Development Corporation (MBCDC), providing $118,030.00 of HOME Program American Dream Down Payment Initiative (ADDI) funds for down payment assistance to income-eligible participants in the First-time Homebuyer Program.

Key Intended Outcome Supported:

Increase access to workforce for affordable housing.

Issue:

Shall the City enter into a HOME Program Agreement which provides $118,030.00 of HOME Program American Dream Down Payment Initiative (ADDI) funds for downpayment assistance to income-eligible participants in the First-time Homebuyer Program?

Item Summary/Recommendation:

On August 12, 2005, MBCDC responded to a City of Miami Beach NOFA by submitting a request for HOME Program ADDI funds to provide down payment assistance to income-eligible participants in the First-time Homebuyer Program. The request was favorably reviewed by administration and recommended for funding.

Advisory Board Recommendation:

On September 9, 2005, the Loan Review Committee (LRC) reviewed and recommended approval by the City Commission for MBCDC to be awarded funds to provide down payment assistance to income-eligible participants in the First-time Homebuyer Program.

Financial Information:

Source of Funds:		Amount	Account	Approved
Home Program	1	$118,030.00	151.5903.000349	
	2			
	3			
	4			
OBPI	Total	$118,030.00		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Vivian P. Guzman

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	Hilda M. Fernandez	Jorge

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MIAMIBEACH

AGENDA ITEM C7P
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM AGREEMENT WITH THE MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION (MBCDC) PROVIDING $118,030 OF HOME PROGRAM AMERICAN DREAM DOWN PAYMENT INITIATIVE (ADDI) FUNDS FOR DOWN PAYMENT ASSISTANCE TO INCOME-ELIGIBLE PARTICIPANTS IN THE FIRST-TIME HOMEBUYER PROGRAM.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On July 18, 2005, the City of Miami Beach, Neighborhood Services Department, Housing and Community Development Division issued a Notice of Funding Availability (NOFA) for HOME Program American Dream Down Payment Initiative (ADDI) funds in the amount of $118,030, to be used for the purpose of providing down payment assistance to low-income participants of a first time homebuyer program.

ADDI funds, which are administered as part of the HOME Program, were awarded to the City of Miami Beach on a one-time only basis and as part of an appropriation by Congress to every entitlement community; no future ADDI funds will be received by the City. The ADDI funds are restricted to provide down payment assistance to low-income first-time homebuyers. The NOFA specified that in order to be eligible to use these funds, the applicant must have a first-time homebuyer program in current operation. NOFA applicants were notified that according to federal regulation, no portion of any of the ADDI funds awarded could be used by the agency for administrative costs; all funds must be used exclusively for downpayment assistance to clients. ADDI funds may be used in conjunction with other funding sources to assist income eligible first-time homebuyers.

The NOFA was advertised in The Miami Herald on July 15th and 17th, 2005. In addition, notification of the NOFA was provided to 30 interested housing providers via direct mailing. As of September 9th, 2005, the Miami Beach Community Development Corporation (MBCDC) was the sole respondent to the NOFA. Staff reviewed the application, and found it eligible for funding.

On September 9, 2005, the Loan Review Committee reviewed the NOFA application submitted by MBCDC for ADDI funds, and recommended approval by the City Commission.

to award HOME Program ADDI funds in the full requested amount of $118,030.

The Administration recommends that the Mayor and City Commission authorize the Mayor and City Clerk to execute the attached HOME Program Agreement with MBCDC, providing $118,030 of HOME Program ADDI funds to be used for the purpose of providing down payment assistance to low-income participants of their first-time Homebuyer Program.

HMF/VPG/TU/EJB

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RESOLUTION TO BE SUBMITTED

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Condensed Title:

A Resolution to provide $476,041 funding from the SHIP Program NOFA for FY 2004/2005 to continue a rehabilitation component for the Scattered-Site Home Ownership Program under the rules of the SHIP Program and the City's Local Housing Assistance Plan.

Key Intended Outcome Supported:

Increase access to workforce or affordable housing.

Issue:

A Resolution to provide $476,041 funding from the SHIP Program NOFA for FY 2004/2005 to continue a rehabilitation component for the Scattered-Site Home Ownership Program under the rules of the SHIP Program and the City's Local Housing Assistance Plan.

Item Summary/Recommendation:

A Resolution to provide $476,041 funding from the SHIP Program NOFA for FY 2004/2005 to continue a rehabilitation component for the Scattered-Site Home Ownership Program under the rules of the SHIP Program and the City's Local Housing Assistance Plan.

The Administration recommends approving the resolution.

Advisory Board Recommendation:

On November 18, 2005, the Loan Review Committee recommended that MBCDC be funded $476,041 in SHIP Program funds from FY 2004/05.

Financial Information:

Source of Funds:

SHIP Program

OBPI

	Amount	Account	Approved
1	476,041	152.5721	
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Vivian P. Guzman

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	Hilda M. Fernandez	

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MIAMIBEACH

AGENDA ITEM C7Q
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission
FROM: City Manager Jorge M. Gonzalez
DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM AGREEMENT BETWEEN THE CITY AND MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION, WHICH PROVIDES SHIP PROGRAM FUNDS IN THE AMOUNT OF $476,041 FROM FISCAL YEAR 2004/2005 TO CONTINUE A WORKFORCE HOUSING REHABILITATION COMPONENT FOR THE SCATTERED-SITE HOME OWNERSHIP PROGRAM PROVIDING REHABILITATION, DOWN PAYMENT ASSISTANCE, CLOSING COST ASSISTANCE AND HOME OWNERSHIP COUNSELING, FOR UNITS PURCHASED BY ELIGIBLE HOME BUYERS UNDER THE RULES OF THE SHIP PROGRAM AND THE CITY'S LOCAL HOUSING ASSISTANCE PLAN.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The State Housing Initiatives Partnership (SHIP) Program, administered through the Florida Housing Finance Corporation, was established by the 1992 William E. Sadowski Affordable Housing Act to stimulate the production of housing statewide. SHIP Program funds are derived from documentary stamp levies on real estate transactions. Annually, the Florida Housing Finance Corporation allocates SHIP Program funds among participating jurisdictions on a formula basis. The City has participated in the SHIP Program since Fiscal Year 1995/96. As required by the Florida Housing Finance Corporation, on April 14, 2004, the City adopted a new Local Housing Assistance Plan for State fiscal years 2004/05, 2005/06 and 2006/07, which serves as the guidelines to utilize SHIP Program funds for rehabilitation of scattered-site units in order to provide home ownership opportunities.

The City has received a total of $520,096 of SHIP Program funds for fiscal year 2004/05, which includes an allocation of $426,156, plus $28,782 in program income and $65,158 in recaptured funds. In accordance with the City's Local Housing Assistance Plan, the City utilized $44,055 for administrative costs from the $520,096 SHIP Program funds allocated to the City. Ten (10) percent of each fiscal year allocation and five (5) percent of program income are utilized for administrative costs associated with the Program. The balance of funds from fiscal year 2004/05 was utilized to issue a Notice of Funding Availability (NOFA) in the amount of $476,041 on October 6, 2005. The NOFA was advertised in The Miami Herald. In addition, notification of the NOFA was provided to interested housing providers via

direct mailing. The NOFA sought an experienced housing provider to utilize SHIP Program funds for rehabilitation of scattered-site dwelling units to provide home ownership opportunities for eligible home buyers. Responses to the NOFA were due on November 4, 2005.

The City received only one proposal from the Miami Beach Community Development Corporation (MBCDC) proposing to utilize the SHIP funds to continue the rehabilitation component of its successful Scattered-Site Home Ownership Program. The amount of their request was $476,041. In accordance with the City's Local Housing Assistance Plan, the SHIP Program funds will be used to provide rehabilitation, down payment assistance, and closing cost assistance to a minimum of 12 units (based on a maximum allocation of funds per unit of $40,000) in order to provide home ownership opportunities to income-eligible home buyers with annual earnings at or below 120 percent of area median income ($45,480) for a one-person household, including City employees, by June 30, 2007. Properties to be acquired by the participants are selected on an ongoing and scattered-site basis. Eligible participants enter into a lottery system which determines their order in the waiting list. Concurrently, as part of this program, home ownership counseling will be provided to a minimum of 40 income-eligible participants. The Scattered-Site Home Ownership Program also utilizes funds leveraged by MBCDC from the Miami-Dade County's Documentary Surtax Program and from the federal HOME Program. These funds are utilized to provide down payment assistance to participants in the form of second and third mortgages.

In accordance with the terms of the NOFA, the Housing Staff reviewed the proposal and submitted it to the Loan Review Committee (LRC). On November 18, 2005, the LRC reviewed the proposal and recommended to the Mayor and City Commission that MBCDC be funded in the amount of $476,041 from fiscal year 2004/05. Since 1996, MBCDC has successfully operated a rehabilitation component for their Scattered-Site Home Ownership Program with funding from the City's SHIP Program. To date, 165 units have been acquired and rehabilitated through the program including 14 units acquired by City employees participating in the program.

On April 14, 2004, the City adopted its current Local Housing Assistance Plan (Plan) for State fiscal years 2004/05, 2005/06 and 2006/07. In accordance with the SHIP Program Rule, the maximum purchasing price and assistance limit may be updated as necessary by amending the Plan. The Florida Housing Finance Corporation has provided the City with updated Miami MSA (Miami-Dade County) Average Purchase Price Limits of $331,579 for new and existing homes (previously the respective figures were $158,855 for new homes and $148,466 for existing homes); therefore, the Plan is being amended to incorporate these figures. Simultaneously, the Plan is also being amended to update the assistance limit to a maximum of $40,000 allocation of funds per unit, which was previously set at $32,259 back in 1996.

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, adopt a resolution authorizing the Mayor and City Clerk to execute the attached State Housing Initiatives Partnership (SHIP) Program Agreement between the City and Miami Beach Community Development Corporation, which provides SHIP Program funds in the amount of $476,041 from fiscal year 2004/05 to continue a scattered-site home ownership program for income-eligible home buyers in accordance with the SHIP Program Rule and the City's Local Housing Assistance Plan.

HF/VPG/TNU

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RESOLUTION NUMBER_____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM AGREEMENT BETWEEN THE CITY AND MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION, WHICH PROVIDES SHIP PROGRAM FUNDS, IN THE AMOUNT OF $476,041, FROM FISCAL YEAR 2004/2005, TO CONTINUE A WORKFORCE HOUSING REHABILITATION COMPONENT FOR THE SCATTERED-SITE HOME OWNERSHIP PROGRAM, PROVIDING REHABILITATION, DOWN PAYMENT ASSISTANCE, CLOSING COST ASSISTANCE AND HOME OWNERSHIP COUNSELING, FOR UNITS PURCHASED BY ELIGIBLE HOME BUYERS UNDER THE RULES OF THE SHIP PROGRAM AND THE CITY'S LOCAL HOUSING ASSISTANCE PLAN.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act (the Act) on July 7, 1992, allocating a portion of new and existing documentary stamp taxes on deeds to local governments to stimulate the production of housing through the State Housing Initiatives Partnership (SHIP) Program; and

WHEREAS, the Act requires that in order to qualify for funding, local governments develop a Local Housing Assistance Plan outlining how the funds will be used; and

WHEREAS, on April 14, 2004, the Mayor and City Commission approved and adopted a Local Housing Assistance Plan for Fiscal Years 2004/2005, 2005/2006, and 2006/2007, by Resolution No. 2004-25537, pursuant to the requirements of the Act and the SHIP Rule issued by the Florida Housing Finance Corporation; and

WHEREAS, the City issued a Notice of Funding Availability (NOFA) on October 6, 2005, pursuant to the City's approved Local Housing Assistance Plan; and

WHEREAS, MBCDC responded to the NOFA and was recommended for funding by the Administration and the Loan Review Committee; and

WHEREAS, MBCDC will utilize the SHIP Funding Year 2004/2005 funds, in the amount of $476,041, exclusively for rehabilitation, down payment assistance, closing cost assistance, and home ownership counseling, for its Scattered-Site Home Ownership Program; and

WHEREAS, the Administration now requests that the attached State Housing Initiatives Partnership (SHIP) Program Agreement be approved by the Mayor and City Commission and executed by the Mayor and City Clerk..

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Clerk are authorized to execute the attached State Housing Initiatives Partnership (SHIP) Program Agreement between the City and Miami Beach Community Development Corporation, which provides SHIP Program funds, in the amount of $476,041, from Fiscal Year 2004/2005 to continue a rehabilitation component for the Workforce Housing, Scattered-Site Home Ownership Program, providing rehabilitation, down payment assistance, closing cost assistance and home ownership counseling, for units purchased by eligible home buyers under the rules of the SHIP Program and the City's Local Housing Assistance Plan.

Passed and adopted this_____day of_____, 2005.

_____
MAYOR

ATTEST:

_____
CITY CLERK

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 11/30/05 Date

SHIP AGREEMENT
Funding Year 2004-2005

THIS AGREEMENT, entered into this ___ day of _____, 2005, by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, having its principal office at 1700 Convention Center Drive, Miami Beach, Florida, (hereinafter referred to as the City), and the **MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION**, a not-for-profit Florida corporation, with its principal office located at 945 Pennsylvania Avenue, Miami Beach, Florida (hereinafter referred to as MBCDC).

WITNESSETH:

WHEREAS, the City has determined the necessity for providing affordable housing in Miami Beach through its Consolidated Plan, which was adopted by Resolution No. 2004-25641, on July 28, 2004; and

WHEREAS, the City has been designated by the Florida Housing Finance Administration as an eligible municipality for the receipt of funds as provided under the State Housing Initiatives Partnership (SHIP) Program pursuant to Chapter 67-37 of the Florida Administrative Code (F.A.C.); and

WHEREAS, the City utilizes SHIP funds provided by the Florida Housing Finance Corporation under the terms of the SHIP Program in order to expand the supply of decent, safe, sanitary and affordable housing within the City, for income-eligible persons, by making available funds to rehabilitate dwelling units; and

WHEREAS, MBCDC has operated a "Scattered-Site" homebuyer program since 1990, assisting low- and moderate-income individuals and families in the purchase of condominiums at various locations throughout Miami Beach by providing down payment assistance and other forms of aid to the prospective home buyers.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Terms shall be as defined in the State Housing Incentives Partnership (SHIP) Program, 67-37 F.A.C., and any amendments thereto (also referred as the SHIP Program Rule). Any term defined in the SHIP Program Rule, not otherwise defined in this Agreement, shall have the meaning set forth in said Rule.

ARTICLE II
BUDGET AND SCOPE OF SERVICES

MBCDC will utilize the Funding Year 2004/2005 funds in the amount of $382,101, plus $28,782 of accrued interest and $65,158 of recaptured funds, totaling: $476,041 as set forth in Exhibit "A", attached hereto and made a part hereof by reference (hereinafter referred to as the Funds, which definition shall also include the allocation of any additional funds that may be provided by the City in the future as a result of an amendment or modification of this Agreement), exclusively for rehabilitation, down payment assistance, closing cost assistance, and home ownership counseling, for its Scattered-Site Home Ownership Program, in accordance with the Scope of Services in Exhibit "A", attached hereto and made a part hereof by reference.

ARTICLE III
PROGRAM INCOME

MBCDC agrees that any SHIP Program income generated from the use of the Funds under this Agreement, or funds repaid for any reason, after making all debt repayments to the City, or other lender, if any, is to be used to further other affordable housing activities.

ARTICLE IV

SPECIAL PROVISIONS APPLICABLE TO FUNDS PROVIDED UNDER THE SHIP AND HOME PROGRAMS

The parties hereto acknowledge that the Funds provided hereunder are also to be used in conjunction with funds received through the Home Investment Partnerships (HOME) Program. Therefore some or all of the projects assisted will be required to comply with the rules of both the SHIP and HOME Programs. The State of Florida has acted to encourage the use of SHIP Program funds in coordination with HOME Program funds by suggesting that in projects which use funding from both sources, generally the HOME rules will take precedence. However, where both SHIP and HOME Program reference a particular term or rule, the rule which is more restrictive will apply. Any violation of these requirements may, at the City's option, result in the full amount of the Funds being immediately due and payable by MBCDC to the City, and same shall also be considered and treated as an event of default, which may result in the City's termination for cause of the Agreement pursuant to Article X herein.

MBCDC expressly agrees to the following terms and conditions in conformity with. the SHIP Program Rule:

(a) Affordability Period. The period of time SHIP assisted units must remain affordable is in accordance with the SHIP Program Rule, or the term of a Department of Housing and Urban Development (HUD) insured mortgage, whichever period occurs later. The Funds shall be repaid in their entirety to the City in accordance with the provisions of the HOME Program regulations 24 CFR Part 92.254, in the event the housing is transferred or sold for any purpose other than settling the estate of one of the owners.

(b) Repayment of Funds; Transfer of Title. The Funds shall be repaid in their entirety to the City if the SHIP units are transferred or sold to another owner except as specified herein. Concurrent with the closing on the property rehabilitated hereunder, the owner shall execute a Restrictive Covenant incorporating the terms of this section.

(c) Projects must provide safe, sanitary, and decent residential housing for low-income and very low-income, and moderate-income persons (i.e., a person whose income is within specific income levels set forth herein, as documented by HUD).

(d) Income Targeting. MBCDC shall ensure and maintain written documentation that conclusively demonstrates that each project assisted in whole or in part with SHIP Funds provides benefit to very-low (families whose annual incomes that do not exceed 50 percent of the median family income for the area) and low-income (families whose annual incomes do not exceed 80 percent of the median income for the area) and moderate income (families whose annual incomes which do not exceed 120% of the area median income), as determined and published from time-to-time by HUD.

(e) MBCDC affirms that it maintains a financial management system that conforms to the financial accountability standards of Attachment F of the Office of Management and Budget (OMB) Circular A-110.

(f) Records: MBCDC agrees to maintain all records sufficient to meet the requirements of the SHIP Program Rule, including, but not limited to: SHIP Program records, project records, and SHIP Program administration records. All records required herein shall be retained and made accessible for a period of at least three (3) years after closing, as provided in the SHIP Program Rule, and Florida Statutes Chapter 119.

(g) Property Standards. For the duration of this Agreement, and any amendments hereto, housing that is assisted with SHIP funds, at a minimum, must meet the Housing Quality Standards of CFR Section 882.109. In addition, housing that is newly constructed or substantially rehabilitated with SHIP funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances.

(h) Maximum and Minimum Amount of SHIP Funds Per Unit. The minimum amount of SHIP funds that can be invested is $1,000 per dwelling unit, and the maximum amount of SHIP subsidy is limited to $40,000 per unit.

(I) Environmental Clearance. For each activity or project assisted hereunder, immediately after a site is identified, MBCDC shall obtain the City's written environmental clearance statement and hereby agrees to comply with any and all requirements as may be set forth in the Site Environmental Clearance Statement.

(j) Affirmative Marketing. MBCDC acknowledged that it is unlawful to discriminate on the basis of race, creed, color, religion, age, sex, sexual orientation, marital status, familial status, national origin or handicap. MBCDC agrees to adopt affirmative marketing procedures and requirements, in writing, for SHIP-assisted housing, as set forth in Chapter 67-37 F.A.C.

(k) Affordable Housing: Home Ownership. Housing that is for purchase qualifies as affordable housing only if the housing has an initial purchase price, or appraised value after rehabilitation or repair, that does not exceed 90% of the average purchase price for the Miami-Dade Metropolitan Statistical Area (MSA) of $331,579 for new and existing homes, and subject to change from time-to-time, as determined by the Florida Housing Finance Corporation; is the principal residence of an owner whose family qualifies as very low-, low- or moderate-income at the time of purchase; and is subject to resale restrictions or recapture provisions established by the City for the required period of affordability.

ARTICLE V
ELIGIBLE COSTS

MBCDC agrees that eligible costs for the projects under this Agreement are limited to those eligible costs as outlined in Chapter 67-37.007 of the SHIP Program Rule. It is expressly agreed by the parties that no funds obtained hereunder will be used to acquire, rehabilitate or otherwise assist mobile homes.

ARTICLE VI
METHOD OF PAYMENT

(a) MBCDC shall be paid monthly for eligible costs expended, as permitted under the Scope of Services in Exhibit "A", based on actual costs expended, with supporting documentation provided for expenses that are considered reasonable and necessary and approved by MBCDC's authorized representative.

(b) Any payment or disbursement of Funds, or other monies which may be due under the terms of this Agreement, may be withheld at the City's sole discretion pending of the receipt and approval by the City of all reports and documents which MBCDC is required to submit to the City pursuant to the terms of this Agreement and any amendments thereto.

(c) MBCDC agrees to provide evidence of appropriate licenses and insurance as required by this Agreement for each location assisted hereunder, such evidence must be kept on file with the City. No payments or disbursements will be made without evidence of appropriate insurance required by this Agreement.

ARTICLE VII
SUBCONTRACTS

(a) The parties agree that the work or services covered by this Agreement, including but not limited to rehabilitation work or services, may be subcontracted without the prior written approval of the City, but MBCDC must obtain at least three bids for all rehabilitation work estimated to be in excess of $500. Copies of all bids received shall be kept in the job file. A copy of all executed contracts must be forwarded to the City within ten (10)

days after execution.

(b) MBCDC agrees to include a statement in all contracts and subcontracts that if executes or causes to be executed the contractor or subcontractor(s) shall hold the City harmless against all claims of any nature arising out of the contractor's performance of work under the contract and this Agreement.

ARTICLE VIII
CONDITIONS OF SERVICE

As a condition of these services, MBCDC agrees to comply with the regulations of the SHIP Program Rule.

(a) Equal Opportunity: MBCDC agrees to abide by and be governed by the Equal Opportunity and Fair Housing laws. No person in the United States shall on the grounds of race, color, national origin, religion, disability or sex be excluded from participation in, or be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with SHIP Program funds.

(b) Housing assisted with SHIP funds shall be subject to testing and abatement activities for lead-based paint.

(c) Additionally, MBCDC agrees to comply with those statutes, regulations and executive orders, as amended, and as set forth in Exhibit "B", attached hereto and herein incorporated by reference.

ARTICLE IX
TERM OF AGREEMENT

This Agreement shall be deemed effective following execution of same by all parties hereto. The City and MBCDC mutually agree that the Funds are reserved for MBCDC for the designated time period as follows:

(a) Fiscal Year 2004/05 funds, in the amount of $382,101, plus $28,782 of accrued interest and $65,158 of recaptured funds, totaling: $476,041 is reserved through March 30, 2006. MBCDC shall have arranged for the rehabilitation of a minimum of fourteen (12) dwellings prior to March 30, 2007, pursuant to this Agreement. If MBCDC is not in compliance with the schedule attached hereto, the City, in its sole discretion, shall have the right to automatically terminate this Agreement; declare same null and void with regard to the remaining uncommitted Funds; require, at the City's option, that MBCDC immediately pay the entire amount of the funds back to the City; and take any and all other actions it deems necessary to carry out the commitments of the SHIP Housing Assistance Plan, including selecting another service provider for all or part of the unspent Funds.

ARTICLE X
TERMINATION

This Agreement may be terminated by the City, in whole or in part, for cause (as more specifically defined in Article XXIV herein), or for convenience, in accordance with the provisions of the SHIP Program Rule. Written notification shall be submitted at least thirty (30) days prior to the effective date of such termination, and shall include the reason for the termination (if for cause), the effective date, and in the case of a partial termination, the actual portion to be terminated.

ARTICLE XI
AMENDMENTS

Any amendments, alterations, variations, modifications or waivers of any provisions to this Agreement, including an increased allocation of Funds, will only be valid when they have been reduced to writing and duly signed the both parties hereto. Any changes which do not substantially change the Scope of Services or increase the total amount payable under this Agreement, shall be valid only when reduced to writing and signed by the City

Manager (or his designee) and MBCDC.

ARTICLE XII
CONFLICT OF INTEREST

(a) MBCDC shall comply with the standards contained within the SHIP Program Rule.

(b) MBCDC shall disclose any possible conflicts of interest or apparent improprieties of any party that is covered by the above standards. MBCDC shall make such disclosure in writing to the City immediately upon MBCDC's discovery of such possible conflict. The City will then render an opinion which shall be binding on all parties.

(c) Related Parties. MBCDC shall report to the City the name, purpose, and any other relevant information in connection with any related-party transaction. This includes, but is not limited to, dealing with a for-profit subsidiary or affiliate organization, an organization with overlapping board of directors, or an organization for which MBCDC is responsible for appointing members. MBCDC shall report this information to the City upon forming the relationship or, if already formed, shall report it immediately. Any supplemental information shall be reported in the City required Progress Report.

ARTICLE XIII
INDEMNIFICATION AND INSURANCE

MBCDC shall indemnify and hold harmless the City from any and all claims, liabilities, losses, and causes of action which may arise out of an act, omission, negligence or misconduct on the part of MBCDC or any of its agents, servants, employees, contractors, patrons, guests, clients, or invitees. MBCDC shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of the City, when applicable, and shall pay all costs and judgements which may issue thereon.

MBCDC shall maintain during the term of this Agreement, the insurance specified below.

(1) General Liability: $500,000 combined single limit for bodily injury and property damage, for each occurrence.

(2) Contractual Liability: the policy must include coverage to cover the above indemnification.

(3) Automobile and vehicle coverage in the amount of $500,000 per occurrence shall be required when the use of automobiles and other vehicles are involved in any way in the performance of the Agreement, including non-owned automobile coverage.

(4) Workers' Compensation Coverage as per statutory limits of the State of Florida.

(5) Builders Risk/Comprehensive Fire and Hazard Insurance: MBCDC shall deliver to the City the original policy of Builder's Risk and Comprehensive Fire and Hazard Insurance in completed value form with extended coverage in the amount of the full insurable value of the Project upon completion of construction, issued by a company satisfactory to the City.

(6) Flood Insurance: If the floor grade of the first level of the building is determined to be below the base floodplain elevation required by the Federal Emergency Management Agency (FEMA) of 8 feet above NGVD, MBCDC shall deliver to the City evidence satisfactory to the City that the premises are covered by flood insurance supplied by the Federal Insurance Administration to the maximum amount available, all as provided in the Flood Disaster Protection Act of 1973, as amended, together with appropriate endorsement. MBCDC agrees that the City shall have the right to take any action necessary to continue said insurance in full force.

MBCDC shall submit to the City ORIGINAL Certificates of Insurance for the above coverages with the City of Miami Beach, Florida named as an additional insured. All insurance coverage shall be approved by the City's Risk Manager **prior** to the release of any Funds under this Agreement. Further, in the event evidence of such insurance is not forwarded to the City's Risk Manager within thirty (30) days after the execution of this Agreement, this Agreement shall become null and void, and the City shall have no obligation under the terms thereof. In the event of such automatic termination, MBCDC shall immediately return the entire amount of the Funds to the City.

ARTICLE XIV
REPORTS

(a) Progress Reports. MBCDC agrees to submit monthly progress reports to the City, describing the status of each proposed project and achievement of the project objectives as provided in the Scope of Services in Exhibit "A", attached hereto. The progress reports shall be submitted no later than ten (10) days after the end of each month, and shall continue until such time as all Funds are expended on specific projects.

(b) It will be the responsibility of MBCDC to notify the City in writing, of any action, law, or event, that will impede or hinder the success of the projects and activities as provided in this Agreement. After such notification MBCDC will take whatever actions the City deems appropriate to ensure the success of the projects.

If the required reports described above are not submitted to the City or are not completed in a manner acceptable to the City, the City may withhold further payments until they are completed and/or revised, or may take such other action as it may deem appropriate

ARTICLE XV
AUDIT AND INSPECTIONS

At any time during normal business hours and as often as the City Administration and/or the Florida Housing Finance Corporation (FHFC) may deem necessary, there shall be made available to the City Administration and/or representatives of the FHFC to audit, examine and make audits of, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. If during the course of its monitoring, the City determines that any payments made to MBCDC do not constitute an allowable expenditure, the City will have the right to deduct/reduce those amounts from their related invoices. MBCDC must maintain records necessary to document compliance with the provisions of this Agreement, for at least three (3) years after the close of the fiscal year in which the Funds reserved hereunder are fully expended.

ARTICLE XVI
COMPLIANCE WITH LOCAL STATE AND FEDERAL REGULATIONS

MBCDC agrees to comply with all applicable Federal and State regulations as they may apply to program administration, specifically including, but not limited to, the SHIP and HOME Program Rule(s) Additionally, MBCDC will comply with all State and local laws and ordinances hereto applicable,.

ARTICLE XVII
ADDITIONAL CONDITIONS

(a) It is expressly understood and agreed by the parties hereto that monies contemplated by this Agreement, to be used for compensation originated from grants under the SHIP Program and are contingent upon approval of activities by the State of Florida.

(b) Title and paragraph headings are for convenient reference and are not a part of this Agreement.

(c) In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached document, the terms in this Agreement shall have precedence. In the event of conflict between the terms of this Agreement and any terms or conditions contained in the SHIP Program Rule, the terms of the SHIP Program Rule shall have precedence, unless HOME Program Funds are also being used, in which case the provisions of Article IV shall apply.

(d) No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

ARTICLE XVIII
ACCESS TO RECORDS

MBCDC agrees to allow access during normal business hours to all financial, SHIP Program, and HOME Program (if applicable) records to authorized Federal, State or City representatives, including but not limited to, the purposes set forth in Article XV herein, and agrees to provide such assistance as may be necessary to facilitate the conduct of a financial or operational audit by any of these representatives when deemed necessary to insure compliance with applicable accounting and financial standards. MBCDC shall allow access during normal business hours to all other records, forms, files, and documents which have been generated in performance of this Agreement, to those personnel as may be designated by the City, and or State and/or Federal representatives.

ARTICLE XIX
SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

ARTICLE XX
PROJECT PUBLICITY

MBCDC agrees that any news release or other type of publicity pertaining to the project as stated herein must recognize the City as the recipient funded by the Florida Housing Finance Corporation, under the State Housing Initiatives Partnership (SHIP) Program, and administered by the Community/Economic Development Department of the City of Miami Beach as the entity which provided funds for the project.

ARTICLE XXI
SUCCESSORS AND ASSIGNS

MBCDC agrees that this Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors, and assigns.

ARTICLE XXII
INDEPENDENT CONTRACTOR

MBCDC and its employees and agents shall be deemed to be independent contractors and not agents or employees of the City, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the City, or any rights generally afforded classified or unclassified employees; further they shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE XXIII
ASSIGNMENT

This Agreement may not be assigned or transferred by MBCDC without the prior written consent of the

City. The City may terminate this Agreement for cause in the event that MBCDC does not strictly comply with the procedures established herein for obtaining City consent to assignment or transfer as defined by this Article. Transfer requiring the City's prior written consent shall include but not be limited to transfers of an interest of more than five (5%) percent ownership in MBCDC's stock by pledge, sale, or otherwise; if MBCDC makes an assignment for the benefit of its creditors, uses this Agreement as security or collateral for any loan; and/or if MBCDC is involved in any bulk transfer of its business or assets. A merger, dissolution, consolidation, conversion, liquidation or appointment of a receiver for MBCDC, shall also be deemed an assignment of this Agreement, and will require the prior written consent of the City thereto.

ARTICLE XXIV
TERMINATION FOR CAUSE AND/OR FOR CONVENIENCE

The City may place MBCDC in default of this Agreement and may suspend or terminate this Agreement in whole or in part for cause, as prescribed in Article X herein. "Cause" shall include the following:

(a) Failure to comply and/or perform in accordance with any of the terms and conditions of this Agreement, or any Federal, State or local regulation;

(b) Failure to submit any required report to the City or submitting any required report which is late, incorrect, or incomplete in any material respect;

(c) Implementation of this Agreement, for any reason, is rendered impossible or infeasible;

(d) Failure to respond in writing within thirty (30) days of notice of same from City to any concerns raised by the City, including providing substantiating documentation when requested by the City;

(e) Any evidence of fraud, waste or mismanagement as determined by the City's monitoring of project(s) under this Agreement, or any violation of applicable SHIP and/or HOME Program Rules and regulations, or of any applicable City, State, County, and/or Federal laws, ordinances, code provisions, ordinance and/or other regulations;

(f) MBCDC'S insolvency or bankruptcy; and

(g) An assignment or transfer of this Agreement or any interest therein which has not been approved by the City pursuant to Article XVIII herein.

If the default complained of is not fully and satisfactorily cured within thirty (30) days of receipt of such notice of default to MBCDC, at the expiration of said thirty (30) day period (or such additional period of time as may be permitted by the City, in its sole discretion, as required to cure such default in the event MBCDC is diligently pursuing curative efforts) this Agreement may, at the City's sole option and discretion, be deemed automatically canceled and terminated, and the Funds shall immediately become due and payable to the City. The City shall further be fully discharged from any and all liabilities, duties and terms arising out of, or accruing by virtue of this Agreement. In the event of a default for cause the City may also, at its option, avail itself of any and all remedies pursuant to 24CFR part 85.43, as amended from time to time, including suspension in whole or in part, of any and all MBCDC's other grant award(s); recapture of those funds; and any other remedies that may be available at law or in equity.

Notwithstanding this Article XXIV, this Agreement may be terminated by the City in whole or in part, without cause and for the City's convenience, upon the furnishing of thirty (30) days written notice to MBCDC. In the event of termination for convenience by City, MBCDC herein acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind or nature against the City, its agents, servants and employees.

ARTICLE XXV
ADDITIONAL REMEDIES

In the event of termination of this Agreement, the City shall additionally be entitled to bring any and all legal and/or equitable actions which it deems to be in its best interest, in Miami-Dade County, Florida, in order to enforce the City's rights and remedies against MBCDC. The City shall be entitled to recover all costs of such actions, including reasonable attorney's fees. Further City and MBCDC hereby knowingly and intentionally waive the right to jury trial in any action or proceeding that City and MBCDC may herein institute against each other with respect to any matter arising out of or relating to this Agreement or the Funds.

ARTICLE XXVI
MAINTENANCE AND RETENTION OF RECORDS

MBCDC agrees that it will maintain all records required pursuant to Chapter 67-37, F.A.C., in an orderly fashion in a readily accessible, permanent and secure location, and that it will prepare and submit all reports necessary to assist the City in meeting record keeping and reporting requirements thereunder.

(a) Records shall be maintained for a period of three (3) years after the closeout of funds under this Agreement except as provided herein in paragraphs (b) and (c).

(b) If any litigation, claim, negotiation, audit or other action has been started before the regular expiration date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period specified in paragraph (a), whichever is later;

(c) Records regarding project requirements that apply for the duration of the period of affordability, as well as the written agreement and inspection and monitoring reports must be retained for three years AFTER the required period of affordability.

ARTICLE XXVII
LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of the Funds reserved hereunder, less any amount of the Funds actually paid to MBCDC by the City at the time of the alleged breach. MBCDC hereby expresses its willingness to enter into this Agreement with MBCDC's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of the Funds, less any amount, in whole or in part, of the Funds actually paid to MBCDC by the City at the time of the alleged breach. Accordingly, and notwithstanding any other term or condition of this Agreement, MBCDC hereby agrees that the City shall not be liable to MBCDC for damages in an amount in excess of the Funds, less any amount, in whole or in part, of the Funds actually paid to MBCDC by the City at the time of the alleged breach, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

ARTICLE XXVIII
VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS

AGREEMENT, MBCDC AND THE CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT

ARTICLE XXIX
ADDITIONAL CONDITIONS AND COMPENSATION

It is expressly understood and agreed by the parties hereto that monies contemplated by this Agreement to be used for the purposes described herein, originated from grants of State Housing Incentives Partnership (SHIP) Program funds, and must be implemented with all of the applicable rules and regulation of the Florida Housing Finance Corporation. It is expressly understood and agreed that in the event of curtailment or non-production of said SHIP Program funds, that the financial sources necessary to continue to pay MBCDC compensation hereunder will not be available and that this Agreement will thereby automatically terminate effective as of the time it is determined that said funds are no longer available. In the event of such determination, MBCDC agrees that it will not look to, nor seek to hold liable, the City or any individual member of the City Commission thereof, personally for the performance of this Agreement and all parties hereto shall be released from further liability each to the other under the terms of this Agreement.

ARTICLE XXX
NOTICES

All notices shall be sent to the parties at the following addresses:

City: Thomas N. Urriola, Interim Director
Housing and Community Development Division
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

MBCDC: Roberto Datorre, President
Miami Beach Community Development Corporation
945 Pennsylvania Ave.
Miami Beach, FL 33139

The above parties may change such addresses at any time upon giving the other party written notification. All notices under this Agreement must be in writing and shall be deemed to be served when delivered to the address of the addressee. All notices served by mail shall be registered mail, return-receipt requested.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed by their duly authorized official(s), on the day and year first above written.

MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION

ATTEST:

Secretary

Roberto Datorre, President

CITY OF MIAMI BEACH

ATTEST:

City Clerk

David Dermer, Mayor

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 11/30/05 Date

EXHIBIT A
Scope of Services

Services to be Provided:
MBCDC will provide: Rehabilitation services, down payment assistance and/or closing cost assistance to home buyers as part of its Scattered-Site Home Ownership Program for a minimum of twelve (12) dwelling units, in accordance with the Schedule of Expenditures (See Exhibit A-1)). In addition, MBCDC will provide home ownership counseling to a minimum of fifty (50) families.

Expenditure Deadline:
MBCDC acknowledges and agrees that all Funds provided under this Agreement shall be expended, documented and invoiced to the City prior to June 30, 2007 (see attached Schedule of Expenditures Exhibit A-1).

Recapture of Funds:
Dwelling units that utilize SHIP funds which are sold to eligible home buyers shall be subject to subsidy recapture provisions which are consistent with those already adopted by the City Local Housing Assistance Plan, adopted April 14, 2004. It is the City's intent to allow the homeowner to realize the equity from their home.

The period of time SHIP assisted units must remain affordable is in accordance with the SHIP Program Rule, as applicable, or the term of a HUD insured mortgage, whichever period occurs later. When SHIP funds provided hereunder are combined with HOME funds, the provisions of the HOME Program with regard to the period of affordability will apply.

Payment:
Payments by the City to MBCDC shall include those eligible costs as follows:

Construction Costs:

Actual cost of rehabilitating housing, including: labor and materials necessary to meet the requirements of the South Florida Building Code, the City of Miami Beach Building Codes, and U.S. HUD Section 8 Housing Quality Standards.

Current or incipient code violations - improvements to correct violations or conditions which may develop into hazardous conditions or code violations.

Good and readily maintainable condition - improvements necessary to put the property and facilities in a condition which requires a minimal amount of maintenance, and when appropriate, improvements to conserve energy.

General property improvements - improvements which are in addition to those required by applicable codes and ordinances, but which are incidental to the repairs being done to remedy code violations. These improvements may be considered appropriate, provided they are economically practical and in the public interest.

Rehabilitation soft costs:

Architectural - reasonable fees paid for professional services in preparing work write-ups, cost estimates, working drawings and specifications; for supervision, for cost certification; and for other designated tasks.

Permit fees - those fees paid to the City's Building Services Division for permits necessary to undertake the work outlined in the application for funding as a response to the SHIP Notice of Funding Availability of October 6, 2005.
Construction supervision costs, in an amount equal to 10% of the value of the rehabilitation and .5% of the appraised value of the unit.

Down Payment Assistance
Closing Costs Assistance
Home Ownership Counseling, not to exceed two (2) percent of the Funds allocation:

(FY 2004/2005 allocated to MBCDC $476,041 x 2% = $ 9,521)

Required Documentation:

For each home buyer assisted with the Funds provided hereunder, MBCDC shall required to keep the following documentation:

A copy of the letter of commitment/award to the SHIP recipient.

Completed application form, signed and dated, containing income and asset information, and household characteristics, including age of head of household, family size, race, and special needs, if any. The information must be kept in a form acceptable to the City. The combined household annual anticipated gross income of an applicant must be verified and certified using procedures such as those established by U.S. HUD or the Farmers Home Administration. Whichever method is used, annual gross anticipated income must be used and the SHIP income limits cannot be exceeded.

Income verification forms for each adult in the household, dated within 120 days of the award date. Award letter to recipients should include the requirement to notify the City's SHIP Coordinator immediately of any change in income, assets, or household size occurring between the award letter and closing.

A signed affidavit of no income change must be completed, if the closing is more than 120 days after the completion of the original income verification.

A copy of an appraisal, certified to the lender, dated within ninety (90) days of the closing date, showing a value at least equal to the selling price.

A copy of the purchase contract.

Letter of commitment or written agreement.

Loan closing statement.

Lien documentation including the required recapture provisions, executed by the purchaser, and recorded in the public records.

A copy of the initial inspection report and work write-up, describing the specific activities to be included in the rehabilitation, and the estimated cost.

Copies of bids or proposals from contractors. [At least three, if possible, for all work in excess of $500 in value.]

A copy of the executed construction contract for the rehabilitation work. [copies of the contractor's license, and proof of insurance should be included.]

Copies of initial, interim and final inspection reports.

Copies of all construction payment requests.

Copies of all partial and final releases of lien or lien waivers

Proof of final payment.

Copy of the certificate of completion or certificate of occupancy, as appropriate.

Summary reports of all meetings with the home buyer, contractor[s] and MBCDC staff.

All relevant correspondence.

SCHEDULE OF EXPENDITURE

Exhibit A-1

	April 2006 - June 2006	July 2006 - Sept 2006	Oct 2006 - Dec 2006	Jan 2007 - June 2007		TOTAL
No. of Ship Units	3	3	3	3		12
REHAB & CLOSING COSTS						
SHIP - Rehab and Closing Costs	66,000	66,000	66,000	66,000		264,000
						0
Total SHIP [ex contract purchase contract]	**66,000**	**66,000**	**66,000**	**66,000**		**264,000**
PURCHASE PRICE FINANCING	**520,000**	**520,000**	**520,000**	**520,000**		**2,080,000**
Buyers Deposit	26,000	26,000	26,000	26,000		104,000
Bank Loan	262,228	250,000	250,000	250,254		1,012,482
Surtax 400,000	172,000	172,000	172,000	172,000		688,000
CMB HOME 200,000	18,000	18,000	18,000	18,000		72,000
SHIP 428,143	41,772	54,000	54,000	53,746		203,518
TOTAL	**520,000**	**520,000**	**520,000**	**520,000**		**2,080,000**

EXHIBIT B
OTHER REQUIREMENTS

As the City of Miami Beach is providing this funding through State funds, combined with Federal funds, MBCDC agrees to comply with the following statutes, regulations and executive orders, as amended, as they apply. These requirements are incorporated herein by reference.

1. Freedom of Information and Privacy Acts
   - Freedom of Information Act (5 U.S.C. 552), and the Privacy Act of 1974 (5 U.S.C. 552a)

2. Equal Opportunity
   - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and 24 CFR Part 1
   - Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601)
   - Executive Order 11063, as amended by Executive Order 12259
   - Executive Orders 11246, 11265, 12138 and 12432
   - Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 170)
   - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
   - The Age Discrimination Act of 1975 (42 U.S.C. 6101)
   - The Fair Housing Amendments Act of 1988

3. Environmental Review
   - The National Environmental Policy Act (42 U.S.C. 4321, et seq)
   - The Council on Environmental Quality Regulations (40 CFR Parts 1500-1508)
   - Environmental Review Procedures (24 CFR Part 58)
   - National Historic Preservation Act of 1966
   - National Flood Insurance Act of 1968 as amended by the Flood Disaster Protection Act of 1973

4. Lead Based Paint
   - Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq)
   - HUD Lead Based Paint Regulations (24 CFR Part 35)

5. Asbestos
   - Asbestos Regulations (40 CFR 61, Subpart M)
   - U.S. Department of Labor Occupational Health and Safety (OSHA) Asbestos Regulations (29 CFR 191.1101)

6. Handicapped Accessibility
   - Architectural Barriers Act of 1968 (42 U.S.C. 4151 and 24 CFR Part 41)

7. Labor Standards
   - The Davis-Bacon Act (40 U.S.C. 276a) as amended
   - The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)
   - Federal Labor Standards Provisions (29 CFR Part 5.5)

ADDITIONALLY, ALL PARTIES AGREE TO COMPLY WITH ALL EXISTING FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES HERETO APPLICABLE, AS AMENDED.

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Condensed Title:

Amendment No. 2 to the Agreement with Hillier Group Architecture, in an amount not to exceed $39,900.00, for Field Testing of the Visibility of the Futura Typeface for the Citywide Wayfinding Signage System and appropriating $39,900.00 from Fund 481 Parking Revenue Bonds 1997.

Key Intended Outcome Supported:

Maintain or improve traffic flow.

Issue:

Should the City seek approval from the Federal Highway Administration for use of the Futura typeface on vehicular guide signs to maintain consistency throughout the Wayfinding Signage System?

Item Summary/Recommendation:

The Administration recommends that the Mayor and City Commission adopt the Resolution approving and authorizing the Mayor and City Clerk to execute Amendment No. 2 to the agreement with Hillier Group Architecture, New Jersey, Inc. for fees in an amount not to exceed $23,000.00, and for reimbursable expenses in an amount not the exceed $16,900.00, for a total amount of $39,900.00, for the provision of additional services for field testing of the visibility of the Futura typeface for the Citywide Wayfinding Signage System. This testing is a requirement imposed by the Florida Department of Transportation (FDOT), in accord with a new Rule 14-51 concerning Highway Guide Signs, as a condition for approval of permits for the vehicular guide signs that represent about two-thirds of the City's wayfinding program. The Futura typeface is not a standard highway font; therefore, FDOT is requesting the City to conduct controlled field testing to document the legibility of the Futura typeface along with a Request to Experiment.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$39,900.00	Fund 481 Parking Revenue Bonds 1997	
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM C7R

DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: December 7, 2005

SUBJECT: **A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT, DATED APRIL 30, 2003, BETWEEN THE CITY OF MIAMI BEACH AND HILLIER GROUP ARCHITECTURE, NEW JERSEY, INC. FOR FEES IN AN AMOUNT NOT TO EXCEED $23,000.00, AND FOR REIMBURSABLE EXPENSES IN AN AMOUNT NOT TO EXCEED $16,900.00, FOR A TOTAL AMOUNT OF $39,900.00, FOR ADDITIONAL SERVICES FOR FIELD TESTING OF THE VISIBILITY OF THE FUTURA TYPEFACE FOR THE CITYWIDE WAYFINDING SIGNAGE SYSTEM; AND APPROPRIATING $39,900.00 FROM FUND 481 PARKING REVENUE BONDS 1997**

ADMINISTRATION RECOMMENDATION
Adopt the Resolution

AMOUNT AND FUNDING
Total funding in the amount of $ 39,900.00 is available to be appropriated from Fund 481 Parking Revenue Bonds – 1997.

ANALYSIS

A comprehensive signage program is vital to any tourism-oriented community. Enabling visitors to easily navigate and orient themselves and take full advantage of what the City of Miami Beach has to offer will add greatly to visitor satisfaction. From the moment travelers enter our city, a systematic signage system would "route" them to points of interest and link neighborhood to neighborhood. A comprehensive signage system will address pedestrian needs and improve the City's "walkability" as well as providing information to drivers.

An additional goal of the signage program is to capture the individual identity of the City of Miami Beach in graphic form and project a consistent image for the city. This graphic image was then expanded beyond signage and adapted to be the City's logo and "brand" image for all print and visual media.

Pursuant to Request for Proposals (RFP) No. 48-01/02, the Mayor and City Commission adopted Resolution No. 2003-25182, on April 30, 2003, approving and authorizing the Mayor and City Clerk to execute an Agreement with the firm of Hillier Group Architecture, New Jersey, Inc. (Consultant) for Planning, Design and Construction Administration services for a Wayfinding Signage System. The Agreement was executed on April 30, 2003, for a lump sum fee of $185,770.00 for professional fees and $22,230 for reimbursable expenses.

The Administration established two committees to work with the consultant throughout this project. The Steering Committee is made up of senior staff members in the departments of Planning, Public Works, CIP, Parking, Convention Center, Economic Development, Tourism and Cultural Development, Finance, and the VCA. The Stakeholder Group is made up of representatives from individual destinations and/or districts that will be identified in the signage system. Examples of these stakeholders include the museums and cultural facilities, business districts, public facilities, and visitor information centers.

The planning phase of this project consisted of two major efforts. One is the "Wayfinding Master Plan", which is a technical analysis of the hierarchy of districts and destinations and the optimum routes that visitors should be directed to follow, as well as the technical safety-related design criteria for the vehicular signs. The consultant held numerous meetings with the Steering Committee, the Stakeholders, the Police Department, and representatives from the District VI Office of the Florida Department of Transportation (FDOT) and the Miami-Dade County Public Works Department to collect information for this analysis. The results of this effort were documented in a Wayfinding Master Plan dated September 3, 2003. On August 1, 2003 the District VI Office of the Florida Department of Transportation (FDOT) approved a draft of the Technical Criteria section of this document that lists the Futura Book typeface as one of the acceptable typefaces.

The second major effort in the planning phase was the conceptual design of the signs. On July 24, 2003, the consultant conducted an "Identity Forum" to elicit reactions to images, colors, typography, pattern, materials, architecture, themes, words and historical references that reflect (or don't reflect) the overall identity of Miami Beach. A total of thirty-two persons participated in the Forum from an invitation list that included the Mayor and Commission, the Design Review Board, the Historic Preservation Board, the Planning Board, the Stakeholder Group and the Steering Committee. The consultant used the input from the Identity Forum to provide design direction and inspiration.

The consultant presented three alternative design concepts for the community to make the choice of which of the alternatives is best suited for Miami Beach. The public process included the following presentations/reviews:

October 1, 2003	Steering Committee and regulatory agencies
December 16, 2003	Design Review Board
	Community Affairs Committee
	Community Forum / Public Open-House
February 3, 2004	Miami Beach Chamber of Commerce
February 10, 2004	Historic Preservation Board
February 25, 2004	City Commission

Based on the information gathered at each of the above mentioned presentations, the consultant team revised the design and presented the "preferred" schematic design option to the City Commission. On February 25, 2004, the Commission adopted Resolution No. 2004-25508 approving the Schematic Design Concept for the Citywide Wayfinding Signage Project.

On August 17, 2004 the final design for the complete wayfinding sign system was reviewed and approved at a joint public hearing by the Design Review Board and the Historic Preservation Board. At each step of the design process, representatives from the District VI Office of the Florida Department of Transportation (FDOT) and the Miami-Dade County

Public Works Department were consulted. The only objection to the final design was by Miami-Dade County regarding the color of the "P" (parking) trailblazer sign.

On September 19, 2004, the Florida Department of Transportation (FDOT) noticed proposed rule changes to Rule Chapter 14-51, Florida's Highway Guide Sign Program. The City contacted the FDOT District VI Office to inquire about the potential impact of the rule change on the Wayfinding Sign Project and was told that the City of Miami Beach's project was consistent with the proposed rule change and was being used as a model project by the committee that was drafting the rule.

The consultant proceeded to prepare construction documents. On February 1, 2005 a signage permitting meeting was held with the City's Public Works Department and representatives from the District VI Office of the Florida Department of Transportation (FDOT) and the Miami-Dade County Public Works Department. The permitting agencies received the 90% design drawings, message schedule and maps for preliminary review approximately 10 days prior to this meeting. The FDOT representative provided a copy of the latest revision to the statewide rule for highway guide signs and stated that the City's project can be permitted with only minor clarifications needed. These would include research documentation on the typeface and minimum of 4 inch high lettering on state roadways and possibly 3.5 inches on other roadways, depending on vehicle speed. The Miami-Dade county representative said that the County will follow the lead of FDOT on the permitting.

In April 2005, the City submitted the permit applications with the complete set of construction drawings and research documentation on the Futura Book typeface to District VI Office of the Florida Department of Transportation (FDOT) and the Miami-Dade County Public Works Department.

On May 16, 2005, Invitation to Bid No. 16-04/05 was issued for the fabrication and installation of a signage package in accordance with the Citywide Wayfinding Signage and Identity System, with an optional sign maintenance service agreement (the Bid). On July 27, 2005, the Mayor and City Commission adopted Resolution No. 2005-25975, approving and awarding a contract to the lowest and best bidder, GableSigns and Graphics, Inc., in the amount of $1,476,623.62, pursuant to Bid No. 16-04/05 for the fabrication and installation of the signage package with a two-year sign maintenance service agreement, in accordance with the City of Miami Beach Citywide Wayfinding Signage and Identity System; and further approving $137,205 for contingencies; approving $61,884 for construction administration; and appropriating funds, in the amount of $218,726, from Fund 481 Parking Revenue Bonds Series 1997, for a total project budget of $1,675,713.00.

On July 11, 2005, the City received notice from the District VI Office that the state level office of the Florida Department of Transportation (FDOT), in consultation with the Federal Highway Administration, wanted to have further research and documentation on the legibility of the Futura Font to be submitted along with a Request to Experiment. The revised Rule Chapter 14-15 requires all lettering used on Wayfinding Signs on the State Highway System to be highway gothic fonts or other Federal Highway Administration (FHWA) approved fonts, and the Futura font proposed for the City of Miami Beach Wayfinding signs has not yet been approved by FHWA.

In response, the Administration executed Amendment No. 1, dated August 11, 2005, authorizing the Hillier to engage the services of a sub-consultant, Visual Communication Research Institute (VCRI), a nationally recognized research institute on the legibility of

highway signs, to prepare an Analytical Evaluation of Futura Typeface's Acceptability for Use on Miami Beach, FL Road Signs, for a fee of $5,000. The conclusion of this study was that Futura Medium will perform equal to, or better than, the comparable Standard Highway Alphabet Series B and C for the proposed use on Miami Beach, Florida city streets. After reviewing said Analytical Evaluation, the Federal Highway Administration (FHWA) declined to approve the Futura typeface until the City engages the consultant to conduct field testing to document the visibility of the Futura typeface in comparison to the Standard Highway Alphabet.

The City's Wayfinding Signage Steering Committee held a special meeting October 13, 2005 to evaluate options for changing the signs to satisfy FDOT and FHWA requirements. Images of the signs using the Futura typeface compared to the standard Highway Gothic typeface were prepared by Hillier. The Committee decided unanimously to recommend that the City continue to seek permits for the signage project as designed with the Futura font in order to maintain consistency of the unique graphic image created for the City of Miami Beach.

Hillier proposes to engage the services of Visual Communication Research Institute (VCRI), to conduct the field testing required by FHWA, and the Administration has negotiated a fee proposal with the Consultant for these services, in an amount not to exceed $23,000 in fees and an amount not to exceed $16,900 in reimbursable expenses, for a total amount of $39,900.00. These fees break down to $7,400 for Hillier to coordinate the study and FDOT approval process and $15,600 for VCRI to conduct the study. Reimbursable expenses include manufacture of test signs, travel, test subject payments and miscellaneous costs.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the Mayor and City Commission adopt the Resolution approving and authorizing the Mayor and City Clerk to execute Amendment No. 2 to the agreement, dated April 30, 2003, between the City of Miami Beach and Hillier Group Architecture, New Jersey, Inc. for fees in an amount not to exceed $23,000.00, and for reimbursable expenses in an amount not the exceed $16,900.00, for a total amount of $39,900.00, for the provision of additional services for field testing of the visibility of the Futura typeface for the Citywide Wayfinding Signage System; and appropriating $39,900.00 from Fund 481 Parking Revenue Bonds 1997.

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT, DATED APRIL 30, 2003, BETWEEN THE CITY OF MIAMI BEACH AND HILLIER GROUP ARCHITECTURE, NEW JERSEY, INC. FOR FEES IN AN AMOUNT NOT TO EXCEED $23,000.00, AND FOR REIMBURSABLE EXPENSES IN AN AMOUNT NOT TO EXCEED $16,900.00, FOR A TOTAL AMOUNT OF $39,900.00, FOR ADDITIONAL SERVICES FOR FIELD TESTING OF THE VISIBILITY OF THE FUTURA TYPEFACE FOR THE CITYWIDE WAYFINDING SIGNAGE SYSTEM; AND APPROPRIATING $39,900.00 FROM FUND 481 PARKING REVENUE BONDS 1997.

WHEREAS, pursuant to Request for Proposals (RFP) No. 48-01/02, the Mayor and City Commission adopted Resolution No. 2003-25182, on April 30, 2003, approving and authorizing the Mayor and City Clerk to execute an Agreement with firm of Hillier Group Architecture, New Jersey, Inc. (Consultant) for Planning, Design and Construction Administration services for a Wayfinding Signage System; and

WHEREAS, the Agreement was executed on April 30, 2003, for a lump sum fee of $185,770.00 for professional fees and $22,230 for reimbursable expenses; and

WHEREAS, Consultant created three different conceptual designs for the signage system based upon the public input from the Identity Forum, and presented the three design options in several public meetings, including the Design Review Board and the Historic Preservation Board; and

WHEREAS, on February 25, 2004, the Mayor and City Commission adopted Resolution No. 2004-25508, approving the schematic design concept for the Citywide Wayfinding Signage System; and

WHEREAS, on August 17, 2004, the final design for the Citywide Wayfinding Signage System was reviewed and approved at a joint public hearing by the Design Review Board and the Historic Preservation Board; and

WHEREAS, on May 16, 2005, Invitation to Bid No. 16-04/05 was issued for the fabrication and installation of a signage package in accordance with the Citywide Wayfinding Signage and Identity System, with an optional sign maintenance service agreement (the Bid); and

WHEREAS, on July 27, 2005, the Mayor and City Commission adopted Resolution No. 2005-25975, approving and awarding a contract to the lowest and best bidder, GablesSigns and Graphics, Inc., in the amount of $1,476,623.62, pursuant to Bid No. 16-04/05 for the fabrication and installation of the signage package with a two-year sign maintenance service agreement, in accordance with the City of Miami Beach Citywide Wayfinding Signage and Identity System; and further approving $137,205 for contingencies; approving $61,884 for construction administration; and appropriating funds, in the amount of $218,726, from Fund 481 Parking Revenue Bonds Series 1997, for a total project budget of $1,675,713.00.

WHEREAS, in April 2005 the Florida Department of Transportation (FDOT) initiated procedures for adoption of Rule Chapter 14-51 concerning Florida's Highway Guide Sign Program, thereby taking precedence over preliminary approvals for the design of the City of Miami Beach Wayfinding Signage program given by the District VI office; and

WHEREAS, the Florida Department of Transportation (FDOT) Rule Chapter 14-15 requires all lettering used on Wayfinding Signs on the State Highway System to be highway gothic fonts or other Federal Highway Administration (FHWA) approved fonts, and the Futura font proposed for the City of Miami Beach Wayfinding signs has not yet been approved by FHWA; and

WHEREAS, Amendment No. 1, dated August 11, 2005, authorized the Consultant to engage the services of a sub-consultant, Visual Communication Research Institute (VCRI), a nationally recognized research institute on the legibility of highway signs, to prepare an Analytical Evaluation of Futura Typeface's Acceptability for Use on Miami Beach, FL Road Signs, for a fee of $5.000.00; and

WHEREAS, after reviewing said Analytical Evaluation, the Federal Highway Administration (FHWA) declined to approve the Futura typeface until the City conducts Field Testing to document the Visibility of the Futura Typeface in comparison to the Standard Highway Alphabet; and

WHEREAS, Consultant proposes to engage the services of a sub-consultant, Visual Communication Research Institute (VCRI), to conduct the field testing, and the Administration has negotiated a fee proposal with Consultant for these services, in an amount not to exceed $15,600 in fees and an amount not to exceed $9,400 in reimbursable expenses, for a total amount of $25,000.00; and

WHEREAS, Consultant proposes an amount not to exceed $7,400 in fees, as set forth in Article 5 Additional Services, for Hillier to coordinate the work of the sub-consultant, manufacture of prototype signs and the review and approval

by FDOT and FHWA of the Futura font testing process, and reimbursable expenses not to exceed $7,500, for a total amount of $14,900.00; and

WHEREAS, funding is available for said services, in an amount of $39,900.00 from Fund 481 Parking Revenue Bonds 1997.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of the City of Miami Beach, Florida, hereby approves and authorizes the Mayor and City Clerk to execute Amendment No. 2 to the agreement, dated April 30, 2003, between the City of Miami Beach and Hillier Group Architecture, New Jersey, Inc. for fees in an amount not to exceed $23,000.00, and for reimbursable expenses in an amount not the exceed $16,900.00, for a total amount of $39,900.00, for the provision of additional services for field testing of the visibility of the Futura typeface for the Citywide Wayfinding Signage System and appropriating $39,900.00 from Fund 481 Parking Revenue Bonds 1997.

PASSED and **ADOPTED** this ____ day of _____, 2005.

ATTEST:

_____
MAYOR

_____
CITY CLERK

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 12/2/05
Date

AMENDMENT NO. 2

TO THE AGREEMENT DATED APRIL 30, 2003 BETWEEN THE CITY OF MIAMI BEACH AND HILLIER GROUP ARCHITECTURE, NEW JERSEY, INC. FOR PROFESSIONAL CONSULTING SERVICES FOR THE CITYWIDE WAYFINDING SIGNAGE SYSTEM FOR FEES IN AN AMOUNT NOT TO EXCEED $23,000.00, AND FOR REIMBURSABLE EXPENSES IN AN AMOUNT NOT TO EXCEED $16,900.00, FOR A TOTAL AMOUNT OF $39,900, FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES FOR FIELD TESTING OF THE VISIBILITY OF THE FUTURA TYPEFACE

This Amendment No. 2 to the Agreement made and entered this _____day of _____, 2005, by and between the CITY OF MIAMI BEACH, a Municipal Corporation existing under the laws of the State of Florida (hereinafter referred to as CITY), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, and HILLIER GROUP ARCHITECTURE, NEW JERSEY, INC., a New Jersey corporation whose address is The Widener Building, Mezzanine, One South Penn Square, Philadelphia PA 19107-3502 (hereinafter referred to as CONSULTANT).

RECITALS

WHEREAS, pursuant to Request for Proposals (RFP) No. 48-01/02, the Mayor and City Commission adopted Resolution No. 2003-25182, on April 30, 2003, approving and authorizing the Mayor and City Clerk to execute an Agreement with firm of Hillier Group Architecture, New Jersey, Inc. (Consultant) for Planning, Design and Construction Administration services for a Wayfinding Signage System; and

WHEREAS, the Agreement was executed on April 30, 2003, for a lump sum fee of $185,770.00 for professional fees and $22,230 for reimbursable expenses; and

WHEREAS, Consultant created three different conceptual designs for the signage system based upon the public input from the Identity Forum, and presented the three design options in several public meetings, including the Design Review Board and the Historic Preservation Board; and

WHEREAS, on February 25, 2004, the Mayor and City Commission adopted Resolution No. 2004-25508, approving the schematic design concept for the Citywide Wayfinding Signage System; and

WHEREAS, on August 17, 2004, the final design for the Citywide Wayfinding Signage System was reviewed and approved at a joint public hearing by the Design Review Board and the Historic Preservation Board; and

WHEREAS, on May 16, 2005, Invitation to Bid No. 16-04/05 was issued for the fabrication and installation of a signage package in accordance with the Citywide Wayfinding Signage and Identity System, with an optional sign maintenance service agreement (the Bid); and

WHEREAS, on July 27, 2005, the Mayor and City Commission adopted Resolution No. 2005-25975, approving and awarding a contract to the lowest and best bidder, GablesSigns and Graphics, Inc., in the amount of $1,476,623.62, pursuant to Bid No. 16-04/05 for the fabrication and installation of the signage package with a two-year sign maintenance service agreement, in accordance with the City of Miami Beach Citywide Wayfinding Signage and Identity System; and further approving $137,205 for contingencies; approving $61,884 for construction administration; and appropriating funds, in the amount of $218,726, from Fund 481 Parking Revenue Bonds Series 1997, for a total project budget of $1,675,713.00.

WHEREAS, in April 2005 the Florida Department of Transportation (FDOT) initiated procedures for adoption of Rule Chapter 14-51 concerning Florida's Highway Guide Sign Program, thereby taking precedence over preliminary approvals for the design of the City of Miami Beach Wayfinding Signage program given by the District VI office; and

WHEREAS, the Florida Department of Transportation (FDOT) Rule Chapter 14-15 requires all lettering used on Wayfinding Signs on the State Highway System to be highway gothic fonts or other Federal Highway Administration (FHWA) approved fonts, and the Futura font proposed for the City of Miami Beach Wayfinding signs has not yet been approved by FHWA; and

WHEREAS, Amendment No. 1, dated August 11, 2005, authorized the Consultant to engage the services of a sub-consultant, Visual Communication Research Institute (VCRI), a nationally recognized research institute on the legibility of highway signs, to prepare an Analytical Evaluation of Futura Typeface's Acceptability for Use on Miami Beach, FL Road Signs, for a fee of $5.000.00; and

WHEREAS, after reviewing said Analytical Evaluation, the Federal Highway Administration (FHWA) declined to approve the Futura typeface until the City conducts Field Testing to document the Visibility of the Futura Typeface in comparison to the Standard Highway Alphabet; and

WHEREAS, Consultant proposes to engage the services of a sub-consultant, Visual Communication Research Institute (VCRI), to conduct the field testing, and the Administration has negotiated a fee proposal with Consultant for these services, in an

amount not to exceed $15,600 in fees and an amount not to exceed $9,400 in reimbursable expenses, for a total amount of $25,000.00; and

WHEREAS, Consultant proposes an amount not to exceed $7,400 in fees, as set forth in Article 5 Additional Services, for Hillier to coordinate the work of the sub-consultant, manufacture of prototype signs and the review and approval by FDOT and FHWA of the Futura font testing process, and reimbursable expenses not to exceed $7,500, for a total amount of $14,900.00; and

WHEREAS, funding is available for said services, in an amount of $39,900.00 from Fund 481 Parking Revenue Bonds 1997.

NOW, THEREFORE, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

1. **ABOVE RECITALS**
   The above recitals are true and correct and are incorporated as a part of this Amendment No. 2.

2. **MODIFICATIONS**
   The Agreement is amended as defined in Schedule "A-2", attached herein.

3. **OTHER PROVISIONS.**
   All other provisions of the Agreement, as amended, are unchanged.

4. **RATIFICATION.**
   The CITY and CONSULTANT ratify the terms of the Agreement, as amended by this Amendment No. 2.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST:

CITY OF MIAMI BEACH

_____
City Clerk

By_____
Jorge M. Gonzalez
City Manager

ATTEST :

CONSULTANT:
Hillier Group Architecture of New Jersey, Inc.

_____
Secretary

By_____
President

_____
Print Name

_____
Print Name

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

11/30/05

City Attorney **Date**

SCHEDULE "A-2"

Scope of Services:

The following is a description of Additional Services for tasks that are required as part of the testing process for the use of the Futura font on use on the Miami Beach Citywide Wayfinding Program. This requires the following Hillier scope as well tasks to be performed by sub-consultant Visual Research Communications Institute (VRCI) and the necessary prototype signs.

Hillier Scope

1. Attend meeting with FDOT and FHWA to outline testing goals and requirements
2. Selection of sign locations / testing sites
3. Provide drawings and graphic layouts for sample signs
4. Assist in coordination of sample sign fabrication
5. Attend testing process (2 - 3 days)
6. Coordinate information and results with testing facilitator
7. Attend meeting with FDOT and FHWA to review results (if required)

Visual Research Communications Institute (VRCI) Sub-consultant Scope

1. Field testing and research report development - see Attachment B for detailed scope
2. Attend meeting with FDOT and FHWA to outline testing goals and requirements
3. Attend meeting with FDOT and FHWA to review results (if required)

Compensation

Fees for Additional Services provided by Consultant shall be compensated as set forth in Article 5, Article 7 and Schedule C of the Agreement. The estimated fees for Hillier scope are $7,400.00. The estimated fees for VRCI scope are $15,600.00, as per itemized Budget in Attachment B.

Reimbursable Expenses

Prototype Signs (est. 12) to be used for testing purposes (Gable Signs)	$3,000
Standard reimbursable charges for Hillier as per Agreement	$4,500
VRCI reimbursable expenses as per Itemized Budget in Attachment B	$9,400
Total reimbursable	$ 16,900

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Attachment B

Title

The Visibility of Futura versus Standard Highway Fonts on Miami Beach Wayfinding Signs

Principal Investigator

Philip M. Garvey
The Visual Communication Research Institute (VCRI)
123 MacDuff Circle
State College, PA 16801

Proposal Summary

The city of Miami Beach would like to use the Futura typeface for wayfinding road signs in the Miami Beach, FL area. However, the federal Manual on Uniform Traffic Control Devices (MUTCD), and by reference the Standard Highway Signs book, specify that all signs on public access roads in the United States shall use the Standard Highway Alphabet (SHA). For the Federal Highway Administration (FHWA) to approve an alternate typeface, such as Futura, its visibility must be shown through valid scientific experimentation to be equal to or greater than the comparable SHA series. (There are six SHA series: B, C, D, E, E(M), and F, illustrated in Figure 1). The proposed study will provide the research required by the FHWA to determine whether Futura provides this level of visibility when used as part of a wayfinding system proposed for the city streets of Miami Beach.

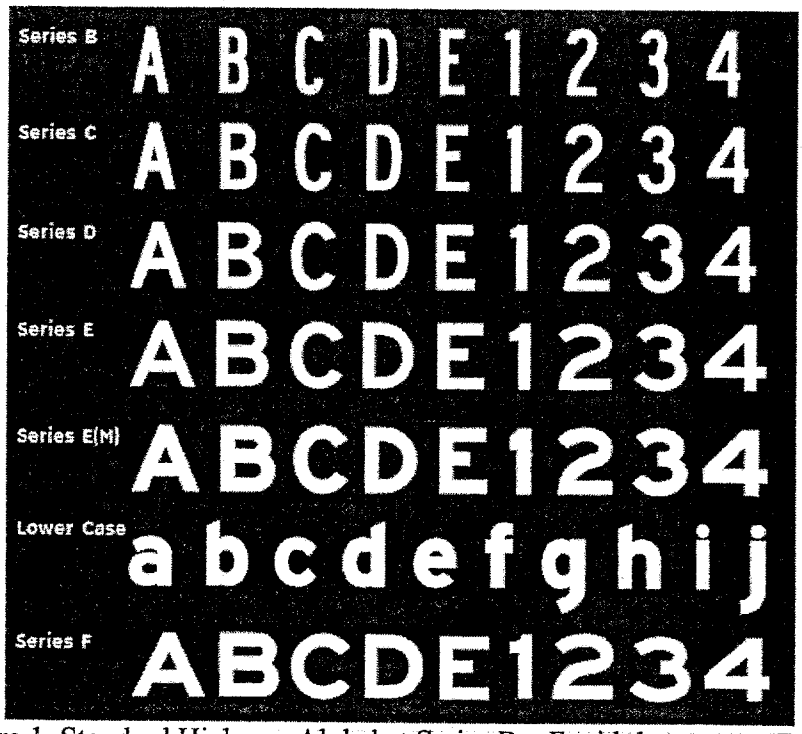

Figure 1. Standard Highway Alphabet Series B – F with lower case E(M).

Confidentiality Note: This research proposal submitted to Hillier Architecture is the property of the Visual Communication Research Institute, LLC (VCRI). It has been made available to Hillier Architecture for the sole purpose of making funding recommendations and decisions: by accepting this research proposal, Hillier Architecture agrees to treat it confidentially by not disclosing its contents for any other purpose.

The objective of the proposed research is to compare the Futura typeface (Figure 2) with the Standard Highway Alphabet Series B and C (Figure 2). To do this, the visibility distance thresholds (or furthest point at which the signs can be read) will be determined for the proposed and standard typefaces. The research will be conducted using full-sized wayfinding signs located on city streets in the Miami Beach area. The signs will be viewed by older and younger motorists from a vehicle moving at posted speed limits of 25 and 45 mph through live traffic in the daytime and at night. The data will be analyzed to determine if there are statistically significant differences in the relative visibility of Futura and the Standard Highway Alphabets.

Figure 2. Futura lower case letters a and e.

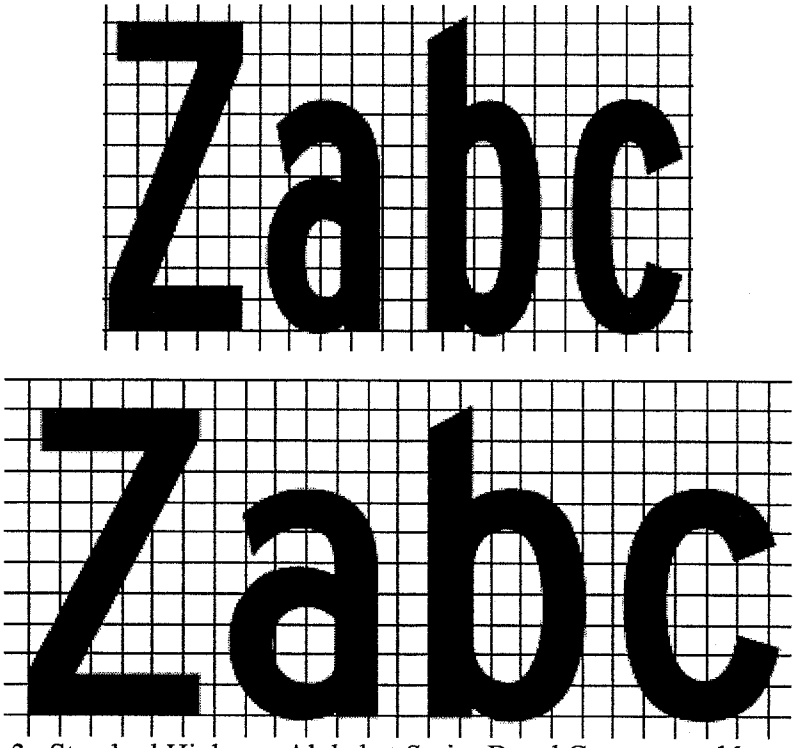

Figure 3. Standard Highway Alphabet Series B and C, upper and lower case.

Confidentiality Note: This research proposal submitted to Hillier Architecture is the property of the Visual Communication Research Institute, LLC (VCRI). It has been made available to Hillier Architecture for the sole purpose of making funding recommendations and decisions; by accepting this research proposal, Hillier Architecture agrees to treat it confidentially by not disclosing its contents for any other purpose.

Methodology

Typeface Selection

Miami Beach's wayfinding plan includes signs with legends that combine upper and lower case letters. Specifically the words on the signs will have initial uppercase letters followed by lower case. Prior to the Millennium edition of the MUTCD, this type of so-called mixed-case lettering for sign legends was only permitted on freeway guide signs, while conventional road guide signs such as those proposed for the wayfinding system in Miami Beach were required to use all uppercase letters. However, the current MUTCD states, "Word messages on street name signs and destinations on [conventional road] guide signs may be composed of a combination of lowercase letters with initial uppercase letters."

Prior to the publication of the latest version of the Standard Highway Signs book, lowercase letters only existed for the SHA Series E(M) (Figure 1) and the FHWA required that Series E(M) be used in any instance where lowercase letters were required. The current SHS book, however, includes lowercase letters for all the SHA Series. Lowercase Series B and C (Figure 3) are condensed versions of the Series E(M) with thinner stroke widths and smaller letter width-to-height ratios (i.e., narrower letters). These are the SHA Series that would normally be used on guide signs in a place like Miami Beach and which the city is proposing to replace with Futura in their proposed wayfinding signage plan.

The proposed research will, therefore, evaluate the relative effectiveness of Futura versus Standard Highway Alphabet Series B and C on wayfinding signs. This will be done using procedures developed, tested, and replicated at Penn State's Pennsylvania Transportation Institute (PTI) for the evaluation of highway and commercial sign font visibility.

Subject Recruitment and Screening

Fifty-six subjects will be paid ten dollars each to participate in the half hour test sessions. All subjects will hold valid driver's licenses. Twenty-eight subjects will be "younger" ranging in age from 18 to 34 and twenty-eight will be "older" from 65 to 80 years of age. Subject's high contrast, binocular, distance visual acuity will be measured using a standardized test. All subjects will have visual acuity of 20/40 or better as required by the Florida Department of Motor Vehicles.

Variables

The ***independent variables*** will be font (Futura and SHA Series B and C), posted speed limit (25 and 45 mph), letter height (3.5 and 4.0 inches), time of day (day and night), and subject age group (younger and older). Half of the subjects (14 younger and 14 older) will be run at night and half will be run in the daytime. All subjects will be exposed to all typeface conditions.

Reading wayfinding signs is based on either ***recognition***, where motorists look for a specific location (e.g., Ocean Drive) and couple their mental picture of the word with the legend on the sign, or ***legibility***, where motorists are looking for general information (e.g., cultural landmarks) and must read each sign completely before they can cognitively process the specific message. The ***dependent variables*** will, therefore, be recognition and legibility distance thresholds.

Site and Apparatus

The test site will be city streets in the Miami Beach area. The observation vehicle will be a late model sedan instrumented with a distance measuring instrument (DMI). Six signs with 3.5-

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inch capital letter heights and proportionally sized lowercase letters will be tested on roadways with 25 mph posted speed limits. Six signs with 4.0-inch capital letter heights and proportionally sized lowercase letters will be tested on roadways with 45 mph posted speed limits. Three of the signs at each speed location will display a single destination and three will display three destinations (See Figure 4 for examples). The signs type will be the Miami Beach wayfinding system's Destination Directional Signs with the backgrounds painted blue and white engineer grade 3M Scotchlite cut vinyl letters applied to form the words. One single-destination and one triple-destination sign at each speed location will use Futura, one will use SHA Series B, and one will use SHA Series C. All words on each sign will use a single typeface.

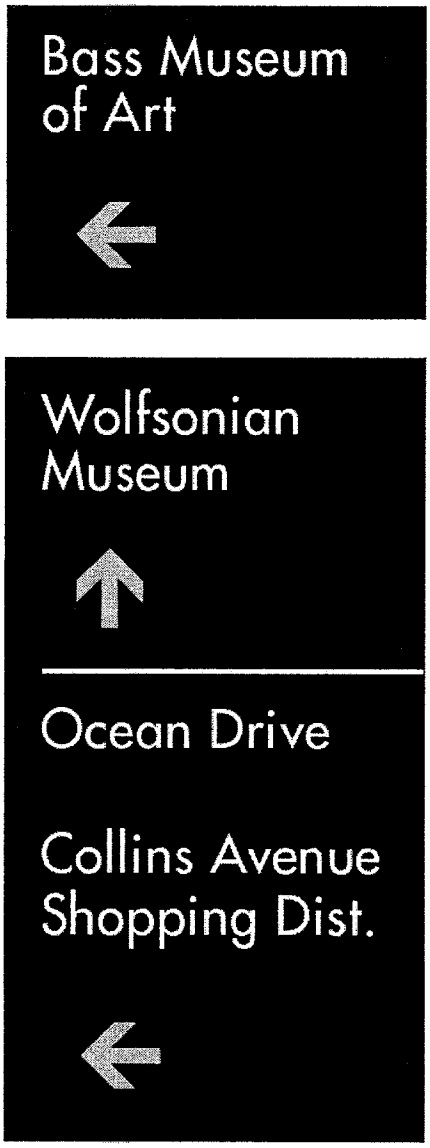

Figure 4. Example of test signs with Futura typeface.

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Procedure

The subjects will be located in the front passenger seat with an experimenter seated in the driver seat. The observation vehicle will be driven over a prescribed course through the streets of Miami Beach. To determine typeface legibility, the subjects will be asked to read the destinations on the single-destination signs. In the Figure 4 example, the experimenter would simply point to the sign and ask the subject to read it. When the subject says "Bass Museum of Art," the experimenter will press a button on the DMI recording the legibility distance for that condition on a laptop computer located in the rear seat of the observation vehicle. To determine typeface recognition, the subjects will be told a destination to look for on a sign (e.g., Wolfsonian Museum) and will be asked to determine the position of that destination on the sign (top, middle, or bottom). When the subject responds "top," the experimenter will press a button on the DMI recording the recognition distance for that condition. The subjects will be asked to respond as soon as they are close enough to do so accurately. This process will be repeated with each subject for all twelve signs.

Analysis

Descriptive Statistics

Mean legibility and recognition distance tables will be generated for each sign condition. These tables will show age group and time of day specific legibility distance as well as data collapsed across those two variables (for examples see Tables 1 and 2).

Table 1. Mean Legibility Distance (ft), 25 mph, 3.5 in letter height.

	Younger		Older						
Font	Day	Night	Day	Night	Younger	Older	Day	Night	Overall
Futura									
Standard Hwy B									
Standard Hwy C									

Table 2. Mean Recognition Distance (ft), 45 mph, 4.0 in letter height.

	Younger		Older						
Font	Day	Night	Day	Night	Younger	Older	Day	Night	Overall
Futura									
Standard Hwy B									
Standard Hwy C									

Inferential Statistics

Analysis of variance (ANOVA) statistical techniques will be used to determine the main effects of font, letter height, age group, and time of day on legibility distance. Post-hoc evaluations will determine the relative visibility Futura vs. Standard Highway Series B and C. The results of the inferential statistics will be displayed in appropriate figures and tables.

Confidentiality Note: This research proposal submitted to Hillier Architecture is the property of the Visual Communication Research Institute, LLC (VCRI). It has been made available to Hillier Architecture for the sole purpose of making funding recommendations and decisions; by accepting this research proposal, Hillier Architecture agrees to treat it confidentially by not disclosing its contents for any other purpose.

Qualifications of the Research Team

The proposed research will be lead by Philip Garvey of the Visual Communication Research Institute.

Philip M. Garvey – Principal Investigator

Philip Garvey has been working in the field of visual perception in transportation since 1984. His educational training is in psychology where he specialized in experimental design and measuring visual acuity for objects in motion. Mr. Garvey wrote the Federal Highway Administration guidelines for the visibility of changeable message signs and the ADA sign visibility guidelines for the visually impaired. Mr. Garvey was also a principal investigator on research to develop the Clearview Typeface, which in 2004 became the first new guide sign font allowed by the FHWA in over fifty years. He also developed and tested "NPS Roadway," the typeface that will be used on all future National Park Service guide sign installations.

Mr. Garvey's expertise in the field of human interaction with the roadway environment led to his selection as the chairman of the National Academy of Sciences' TRB Committee on User Information Systems, a post he served for six years. Mr. Garvey recently wrote the Sign Visibility chapter for the Handbook of Transportation Engineering published in 2004 by McGraw-Hill, was integral in developing the commercial sign legibility criteria endorsed by the on-premise sign industry, and assisted the Dubai Municipality (United Arab Emirates) this year in developing their outdoor advertising control manual.

Timeline

Table 3. Proposed Project Time-line.

Task	Week											
	1	2	3	4	5	6	7	8	9	10	11	12
Design Signs Find Sign Locations												
Fabricate and Mount Signs Recruit Subjects												
Collect Data												
Analyze Data Deliver Draft Final Report												
Revise Draft Final Report Deliver Final Report												

Confidentiality Note: This research proposal submitted to Hillier Architecture is the property of the Visual Communication Research Institute, LLC (VCRI). It has been made available to Hillier Architecture for the sole purpose of making funding recommendations and decisions; by accepting this research proposal, Hillier Architecture agrees to treat it confidentially by not disclosing its contents for any other purpose.

Budget

ITEMIZED BUDGET
November 1, 2005 - January 31, 2006

Proposal Title: The Legibility of Futura versus Standard Highway Fonts on Miami Beach Wayfinding Signs
Sponsor: Hillier Architecture
Contractor: Visual Communication Research Institute(VCRI)

The itemized budget for estimated cost presented below is based on three months.

Budget starts with fiscal year 2005

	# of Months in Year 1	# of Months in Year 2	% of Time	Person Hours	Monthly Rate	Sub Total	Totals
Salaries							
P.M. Garvey	2.0	1.0	25.0	120.0	$10,000.00	$7,500.00	$7,500.00
Research Associate	0.0	0.0	0.0	0.0	$5,000.00	$0.00	$0.00
Staff Assistant	0.0	0.0	0.0	0.0	$3,400.00	$0.00	$0.00
Total Salaries							**$7,500.00**
Fringe Benefits							
30% of Salaries							**$2,250.00**
Consultant						$0.00	$0.00
Consultant						$0.00	$0.00
Travel						$4,225.00	$4,225.00
Reports						$100.00	$100.00
Communications						$100.00	$100.00
Subject Payments						$600.00	$600.00
Equipment (Sign Fabrication)						$500.00	$500.00
Miscellaneous Items						$350.00	$350.00
Total							**$5,875.00**
Total Direct Costs and Fringe							**$15,625**
Facilities & Administration (Overhead)							
60% of Total Direct Costs and Fringe							**$9,375**
Total Requested Cost							**$25,000**

Confidentiality Note: This research proposal submitted to Hillier Architecture is the property of the Visual Communication Research Institute, LLC (VCRI). It has been made available to Hillier Architecture for the sole purpose of making funding recommendations and decisions; by accepting this research proposal, Hillier Architecture agrees to treat it confidentially by not disclosing its contents for any other purpose.

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Condensed Title:

A Resolution to for an agreement with FDLE to use JANUS, a Jail Inmate Locator/Information service.

Key Intended Outcome Supported:

N/A

Issue:

Shall the City Commission approve the agreement with FDLE to use JANUS?

Item Summary/Recommendation:

The Florida Department of Law Enforcement (FDLE) has signed a two-year term contract acquiring 350 licenses with Appriss to provide JANUS/JusticeXchange, a Jail Inmate Locator Service, to Florida's criminal justice agencies. This system will provide a single point, web based query of jail inmate data in order to determine whether a person is in the custody of a participating County or State facility. Pursuant the Memorandum Of Understanding, the FDLE will provide the Miami Beach Police Department two software licenses at no cost to the City. This will enable access to this information from two computer terminals in our Criminal Investigations Division. This service will be an excellent investigative support tool and benefit to our detectives at no cost to the City of Miami Beach.

The Administration recommends approving the resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Mike Gruen, Planning & Research Manager, Police Department

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM C7S
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission
FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005
SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AN MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, AUTHORIZING THE MIAMI BEACH POLICE DEPARTMENT TO ACCESS INFORMATION FROM THE JANUS/JUSTICEXCHANGE, A JAIL INMATE LOCATOR SERVICE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The Florida Department of Law Enforcement (FDLE) has signed a two-year term contract acquiring 350 licenses with Appriss to provide JANUS/JusticeXchange, a Jail Inmate Locator Service, to Florida's criminal justice agencies. This system will provide a single point, web based query of jail inmate data in order to determine whether a person is in the custody of a participating County or State facility. Pursuant the Memorandum Of Understanding, the FDLE will provide the Miami Beach Police Department two software licenses at no cost to the City. This will enable access to this information from two computer terminals in our Criminal Investigations Division. This service will be an excellent investigative support tool and benefit to our detectives at no cost to the City of Miami Beach.

DWD\MG
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RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution for an agreement with the SAO for the prosecution of local code and ordinance violations.

Key Intended Outcome Supported:

Maintain crime rates at or below national trends.

Issue:

Shall the City Commission execute the agreement with the State Attorney's Office?

Item Summary/Recommendation:

Recent amendments to Chapter 27, Florida Statutes, require municipalities to be financially responsible for the costs of prosecuting local code and ordinance violations when such prosecutions are not ancillary to a State Statute charge. In an effort to meet this requirement, the Miami Beach Police Department (MBPD) is requesting to enter into an agreement with the State Attorney's Office of the 11th Judicial Circuit, to reimburse their Agency for the prosecution of the above described violations at a rate of $50 per hour. The adoption of this Resolution authorizing this agreement with the State Attorney's Office will ensure the continued lawful prosecution of these violations which will facilitate in protecting the health, safety and welfare of the residents and visitors of the City of Miami Beach. Although the rate to prosecute is $50 per hour, the State Attorney's Office has indicated that they typically handle, on average, three (3) cases per hour, reducing the hourly rate to approximately $17 per arrest. At a rate of $17 per arrest for the State Attorney's Office to prosecute, the annual cost is projected to be $51,000. This amount has been included in the Police budget for Fiscal Year 2005/06.

The Administration recommends approving the resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Michael Gruen

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM C7T
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND THE STATE ATTORNEY'S OFFICE FOR THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA FOR CRIMINAL PROSECUTION OF LOCAL CODE AND ORDINANCE VIOLATIONS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Recent amendments to Chapter 27, Florida Statutes, require municipalities to be financially responsible for the costs of prosecuting local code and ordinance violations punishable by incarceration when such prosecutions are not ancillary to a State Statute charge.

In an effort to meet this requirement, the Miami Beach Police Department (MBPD) is requesting to enter into an agreement with the State Attorney's Office of the 11th Judicial Circuit to reimburse their Agency for the prosecution of the above described violations at a rate of $50 per hour. Articles of the agreement are described in detail: Services, Terms, Payment Schedule, Responsibilities, Reporting, Indemnification, Termination, Service Charges, and Non-Discrimination.

Although the rate to prosecute is $50 per hour, the State Attorney's Office has indicated that they typically handle, on average, three (3) cases per hour, reducing the hourly rate to approximately $17 per arrest. At a rate of $17 per arrest for the State Attorney's Office to prosecute, the annual cost is projected to be $51,000. This amount has been included in the Police budget for Fiscal Year 2005/06.

The adoption of this Resolution authorizing this agreement with the State Attorney's Office will ensure the continued lawful prosecution of these violations which will facilitate in protecting the health, safety and welfare of the residents and visitors of the City of Miami Beach.

DD\MG
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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH FLORIDA, AUTHORIZING THE MAYOR OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND THE STATE ATTORNEY'S OFFICE FOR THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA FOR CRIMINAL PROSECUTION OF LOCAL CODE AND ORDINANCE VIOLATIONS

WHEREAS, Miami-Dade County and the City of Miami Beach have enacted various codes and ordinances, providing for criminal penalties upon violation, which assist in protecting the health, safety and welfare of the residents and visitors of the City of Miami Beach; and,

WHEREAS, the enforcement of these codes and ordinances, and the prosecution of the violators of these codes and ordinances, assists in ensuring a superior quality of life for the residents and visitors of the City of Miami Beach and to maintain and improve the health, safety, and welfare of this community; and,

WHEREAS, recent amendments to Chapter 27, Florida Statues, require municipalities to be financially responsible for the costs of prosecuting local code and ordinance violations when such prosecutions are not ancillary to a state charge; and,

WHEREAS, §§27.02 and 27.34, Florida Statutes, authorize the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement;

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor, or his designee, and City Clerk are authorized to execute the attached Agreement for Reimbursement to the State for Costs of State Attorney Prosecution of Certain Criminal Violations of City of Miami Beach and Miami-Dade County Codes and Ordinances, for the purpose providing State Attorney prosecution of local code and ordinance violations.

PASSED and ADOPTED this _____day of _____, 2006

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION:

City Attorney 11/4/05 Date

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AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE CITY OF MIAMI BEACH CODE AND MIAMI-DADE COUNTY CODE

This agreement is entered into this _____ day of _____, 2006, by and between the City of Miami Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "City") and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as "State Attorney").

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of September 29, 2005 through September 30, 2006. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the

State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration.

ARTICLE II
Terms

This agreement shall expire on September 30, 2006, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

ARTICLE III
Payment Schedule

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars ($50) per hour.

On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, the court case numbers, police case numbers, police officer identification number, arrest dates, dates the cases are closed, and the total amount due for payment for the previous month.

The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

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

ARTICLE V
Reporting

All required reports shall be submitted to the:

City of Miami Beach
Jorge Gonzalez
City Manager
1700 Convention Center Drive
Miami Beach, FL 33139

With copies to:

Kelli V. Cohen
First Assistant City Attorney
1700 Convention Center Drive
Miami Beach, FL 33139

ARTICLE VI
Indemnification

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

ARTICLE VII
Termination

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

ARTICLE VIII
Service Charges

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

ARTICLE IX
Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title

Viii of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

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

ATTEST:

By: _____
Robert Parcher
City Clerk

Cty of Miami Beach, Florida

By: _____
Honorable David Dermer
City Mayor

ATTEST

By: _____

State Attorney's Office
Eleventh Judicial Circuit

By: _____
T. F. Mannelli
Executive Director

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION:

City Attorney 11/4/05 Date

Condensed Title:

A resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving the appropriation of funds from the Stormwater Enterprise Fund for environmental monitoring work to be completed at the Miami Beach, formerly Bayshore, and Normandy Golf Courses for FY 05/06 in the amount of $88,895.

Key Intended Outcome Supported:

Improve cleanliness of Miami Beach waterways.

Issue:

Shall the Mayor and City Commission approve the appropriation of $88,895 from the Stormwater Enterprise Fund for environmental monitoring work?

Item Summary/Recommendation:

The soil and groundwater beneath the Miami Beach and Normandy Golf Course Maintenance Yards were determined to be contaminated with levels of arsenic that exceed federal parameters; which was the result of the improper management of agricultural wastes at the facility. In keeping with Federal mandates, specifically, the Environmental Protection Agency National Pollutant Discharge Elimination System (NPDES) permit regulations for stormwater discharges, the Miami Beach and Normandy golf courses require environmental monitoring to assess levels of past contamination. This work will include the development of a monitoring plan, the installation of monitoring wells, and monitoring reports that will be submitted to the Department of Environmental Resources Management until the site can be determined to be below levels of risk. Stormwater funds are requested due to the importance of preventing any possible contamination into the ground water system or Biscayne Bay.

The Administration recommends approval of the resolution.

Advisory Board Recommendation:

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$88,895	427-0427-000312	
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Bob Halfhill – Public Works x7080; Jordanna Rubin – Environmental Division x6121

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHB	RCM	JMG

MIAMIBEACH

AGENDA ITEM C7U
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission
FROM: City Manager Jorge M. Gonzalez
DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, APPROVING THE APPROPRIATION OF FUNDS FROM THE STORMWATER ENTERPRISE FUND FOR ENVIRONMENTAL MONITORING WORK TO COMPLETE REMEDIATION ACTIVITIES AT THE MIAMI BEACH, FORMERLY BAYSHORE, AND NORMANDY GOLF COURSES FOR FISCAL YEAR 2005/2006 IN THE AMOUNT OF $88,895.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The soil and groundwater beneath the Miami Beach and Normandy Golf Course Maintenance Yards were determined to be contaminated with levels of arsenic that exceed federal parameters; which was the result of the improper management of agricultural wastes at the facility.

In 1991, through the performance of a routine compliance inspection by the Dade-County Department of Environmental Resources Management (DERM), evidence of industrial and agricultural waste contamination was discovered at the Miami Beach Golf Course Maintenance Yard. Following the discovery of contamination, the DERM cited American Golf Corporation (AGC), then Management Company for Miami Beach Golf Course, with an initial notice of violation for discharge of industrial waste at the Miami Beach Maintenance Yard. From 1991 until February 1995, the DERM repeatedly ordered American Golf to institute the appropriate corrective actions. Because of AGC's continued failure to properly respond, the DERM initiated enforcement actions. The DERM's enforcement actions included the issuance of a Final Notice to Court Action directly to the property owner, the City. Upon learning of the situation, the City immediately conducted an investigation into the actions of AGC, implemented emergency actions to remove large quantities of improperly stored hazardous agricultural wastes from the site, and hired an environmental contractor to implement the required corrective actions.

As a result of the discovery of extensive and agricultural waste contamination at the Bayshore Golf Course Maintenance Yard, the subsequent enforcement actions taken by the DERM, and the resulting dispute between the City and the City's former golf course

operator, American Golf Corporation, the City engaged the environmental engineering firm of Metcalf & Eddy to initiate an assessment of the Normandy Shores Golf Course maintenance yard to determine if the soil and groundwater in the area were also contaminated. The results of the initial phase of assessment did reveal that the soil and groundwater beneath the maintenance yard area are contaminated with arsenic and other agricultural chemicals.

The Remedial Action Plan for both facilities has since been completed and the project will begin the environmental monitoring work as required by DERM. A final monitoring plan was approved and finalized in October 2005. The City is required to monitor the site for at least four years. Future monitoring costs will be budgeted yearly with Stormwater Enterprise Funds. The following demonstrates the work to be completed for the first year of monitoring:

Miami Beach

Invoice Amount	Work
$7,000.00	1st year of monitoring @ 7,000/yr
$20,000.00	Installation of monitoring wells

Total Miami Beach: $27,000.00

Normandy

Invoice Amount	Work
$20,000.00	Engineering control documentation and preparation of a DERM approvable MOP
$18,000.00	Installation of perimeter wells, assume 6
$23,895.00	1st year of monitoring

Total Normandy: $61,895.00

TOTAL BAYSHORE & NORMANDY $ 88,895.00

CONCLUSION:

The Administration recommends that the Mayor and City Commission adopt the attached resolution which requests to approve the appropriation of funds from the Stormwater Enterprise Fund for environmental monitoring work to be completed at the Miami Beach and Normandy Golf Courses for FY 05/06 in the amount of $88,895.

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE APPROPRIATION OF FUNDS FROM THE STORMWATER ENTERPRISE FUND FOR ENVIRONMENTAL MONITORING WORK TO COMPLETE REMEDIATION ACTIVITIES AT THE BAYSHORE AND NORMANDY GOLF COURSES FOR FISCAL YEAR 2005/2006, IN THE AMOUNT OF $88,895.

WHEREAS, the soil and groundwater beneath the Bayshore and Normandy Golf Course maintenance yards were determined to be contaminated with unacceptable levels of arsenic; and

WHEREAS, the Bayshore and Normandy maintenance yard contamination was the result of the improper discharge of unacceptable agricultural wastes; and

WHEREAS, the Remedial Action Plan for both facilities has since been completed and the project will begin environmental monitoring work, as required by the Miami-Dade Department of Environmental Management (DERM); and

WHEREAS, monitoring work will include the development of a monitoring plan, the installation of monitoring wells, and monitoring reports that will be submitted to DERM until the sites can be determined to be below levels of risk; and

WHEREAS, $88,895 is required to conduct the first year of monitoring work at the Bayshore and Normandy Golf Courses.

NOW THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve the appropriation of funds from the Stormwater Enterprise Fund for environmental monitoring work to complete remediation activities at the Bayshore and Normandy Golf Courses for Fiscal Year 2005/2006, in the amount of $88,895.

PASSED AND ADOPTED this _____day of _____, 2005.

ATTEST:

_____ CITY CLERK

_____ MAYOR

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 11/28/05 Date

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Condensed Title:

A Resolution ratifying a contract to Pro-Max Paint Corporation, in the total amount of $70,875, to provide for pressure cleaning, waterproofing, and painting services at the Police Department Building.

Key Intended Outcome Supported:

Well Maintained Facilities.

Issue:

Shall the City Commission Ratify a contract to Pro-Max Paint Corporation?

Item Summary/Recommendation:

In accordance with Resolution No. 2005-25857 adopted by the City Commission on April 20th, 2005 the Property Management Director, is providing General Contracting services including bidding, the award of contracts for work, and change orders for the for pressure cleaning, waterproofing, and painting services at the Police Department Building. Under the provisions of the Resolution, contracts and purchases exceeding $25,000 must be brought back to the City Commission for Ratification. After plans and specifications were prepared to meet the needs of the Project, six vendors were contacted to provide quotes for the work resulting in six responsive bids. After reviewing the bids and references, the Property Management Director determined that Pro-Max Paint Corporation was the lowest responsive responsible bidder for the scope of work required and issued a contract that was reviewed by the Legal Department and executed by the Mayor and City Clerk for the execution of the work.

The Administration recommends approval of the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$70,875	# 125.6335.069358	
2			
3			
4			
Total	$70,875		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Brad A. Judd; Property Management Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM C7V
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission
FROM: City Manager Jorge M. Gonzalez
DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND MEMBERS OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT IN THE TOTAL AMOUNT OF $70,875, TO PRO-MAX PAINT CORPORATION, TO PROVIDE FOR PRESSURE CLEANING, WATERPROOFING, AND PAINTING SERVICES AT THE POLICE DEPARTMENT BUILDING.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Because of minor surface cracking of the exterior plaster walls, the general condition of the painted surfaces, and minor water intrusion into the Police Department facility there was a need to include the waterproofing and painting needs of the Police Department facility in the development of the FY 04/05 Capital Renewal and Replacement Projects funding needs. This was necessary for the inclusion of the project in the FY 04/05 Capital Renewal and Replacement projects budget that was approved by the Mayor and City Commission at the March 5th, 2005, Commission meeting.

The Mayor and City Commission, at the April 20, 2005 Commission meeting, adopted Resolution No. 2005-25857, which authorized the Property Management Director to serve as the Certified General Contractor for all of the FY 04/05 Capital Renewal and Replacement projects. The Property Management Director exercised the authority given to him by the City Manager and City Commission, and developed scope of work specifications for the project and prepared a Request for Quotations #VA-QT-11-005 that was required to provide a method to obtain competitive bids for the work.

Six commercial waterproofing and painting contractors were contacted to provide bids for the Project which resulted in six bids for the Project. After reviewing the bids and after checking background references, licensing, and insurance requirements, the Property Management Director determined that due to delays and performance issues on work being done at the 6th Street Community Center by one of the bidding contractors (VIP Painting) the contractors services were not to the level required for a large project such as the Police Department facility and rejected the bid as non-

responsive. The Property Management Director determined that Pro-Max Painting Corporation, provided the lowest responsive responsible bid for the Project.

After review by the Legal Department and execution by the Mayor and City Clerk, a contract was issued to Pro-Max Painting Corporation, in the total amount of $70,875, to provide to provide for pressure cleaning, waterproofing, and painting services at the Police Department Building.

The Administration recommends that the Mayor and Members of the City Commission of The City of Miami Beach ratify the Property Management Director's contract to Pro-Max Painting Corporation, in the total amount of $70,875, to provide for pressure cleaning, waterproofing, and painting services at the Police Department Building.

JMG/RCM/FHB/BAJ

C:\Capital R&R Commission Items\Police Paint\Ratify Police Paint Memo.DOC

CITY OF MIAMI BEACH PROPERTY MANAGEMENT DIVISION
PRESSURE CLEAN AND EXTERIOR PAINT AT THE MIAMI BEACH POLICE STATION BUILDING
QUOTATION VA-QT 11-005
TABULATION SHEET

DESCRIPTION	V.I.P. Painting	Pro-Max Painting Corporation	Gonzalez Painting & Waterproofing	Snow White Painting	Unique Painting & Waterproofing	Vic's Painting
Pressure clean and exterior paint.	$54,750.00 ***	$70,875.00	$79,950.00	$87,620.00	$162,500.00	$177,895.00

*** V.I.P Painting was awarded the South Shore Community Center Paint Project. Due to their performance on the project, the Police Building Project was awarded to the second responsive/responsible bidder. The justification is as follows:

1) Project start date was delayed multiple times due to the contractors workload of other projects.
2) Work was delayed again between pressure cleaning and the start of the primer coat application.
3) During site inspections, poor quality patch and seam fill work was observed that was required to be re-done.
4) Prime coat of paint process was not complete prior to the finish coat of paint being applied.
5) Lack of proper supervision, oversight, or quality control of workers on the project.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT, IN THE TOTAL AMOUNT OF $70,875, TO PRO-MAX PAINT CORPORATION, TO PROVIDE FOR PRESSURE CLEANING, WATERPROOFING, AND PAINTING SERVICES AT THE MIAMI BEACH POLICE DEPARTMENT BUILDING (THE PROJECT).

WHEREAS, because of minor water intrusion, surface cracking, and the overall condition of the paint at the Miami Beach Police Department Building, correction needs were identified and included as part of the development of the funding requirements for inclusion in the Fiscal Year (FY) 04/05 Capital Renewal and Replacement Projects budget; and

WHEREAS, the Mayor and City Commission, at its April 20, 2005 meeting, adopted Resolution No. 2005-25857, which authorized the Property Management Director to serve as the certified general contractor for the (FY) 04/05 Capital Renewal and Replacement Projects, which included the waterproofing and painting of the Police Department Building; and

WHEREAS, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and had plans and specifications prepared to address the scope of work that was necessary to obtain price quotes from contractors that specialized in water proofing and paint work; and

WHEREAS, after the plans and specifications were completed, a Request for Quotations No. VA-QT-10-005 was developed and six (6) commercial waterproofing and painting contractors were contacted to provide quotes for the project, and resulted in six (6) responsive quotes; and

WHEREAS, after reviewing the quotes and insurance requirements, the Property Management Director determined that Pro-Max Paint Corporation, provided the lowest responsive responsible quote for the project; and

WHEREAS, a contract was issued to Pro-Max Paint Corporation, in the total amount of $70,875, for pressure cleaning, waterproofing, and painting services at the Police Department Building; and

WHEREAS, as required by Resolution No.2005-25857, the Administration hereby requests that the Mayor and City Commission ratify the aforestated contract, as is deemed necessary to complete the work on the pressure cleaning, waterproofing, and painting services at the Miami Beach Police Department Building.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby ratify a contract, in the total amount of $70,875, to Pro-Max Paint Corporation, for pressure cleaning, waterproofing, and painting services at Miami Beach Police Department Building.

PASSED and ADOPTED THIS _____ day of _____ 2005.

ATTEST:

_____ _____

CITY CLERK MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12-1-05
Date

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Condensed Title:

A Resolution waiving the formal competitive bidding requirements and authorizing the Property Management Director to award all contracts and change orders relative to all of the FY 05/06 Capital Renewal and Replacement Projects.

Key Intended Outcome Supported:

Well Maintained Facilities.

Issue:

Shall the City waive competitive bidding requirements and authorize the Property Management Director award all contracts and change orders relative to the aforestated projects?

Item Summary/Recommendation:

In order to expedite the completion of the projects outlined in the FY 05/06 Budget for Capital Renewal and Replacement Projects, adopted by the Mayor and City Commission on September 21, 2005, and in the best interest of the City, the Administration recommends that the Mayor and City Commission adopt the Resolution allowing the Property Management Director to serve as the General Contractor of Record and further authorize the Property Management Director to select, negotiate, and award all contracts, agreements, purchase orders, and change orders for the purchase of all necessary goods and services (construction and professional) relative to the FY 05-06 Capital Renewal and Replacement Projects.

The waiver of competitive bidding requirements is in the best interest of the City because:

- Cost reduction of project material by direct purchase
- No General Contractor or subcontractor's overhead and profit
- Project scheduling flexibility
- Proven record of performance, time and budget

The Administration recommends approval of the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	N/A		
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Brad A. Judd; Property Management Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHS		

MIAMIBEACH

AGENDA ITEM C7W
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission
FROM: City Manager Jorge M. Gonzalez
DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY MANAGER'S DESIGNEE, WHO SHALL BE THE PROPERTY MANAGEMENT DIRECTOR, A LICENSED GENERAL CONTRACTOR, TO SELECT, NEGOTIATE, AND AWARD ALL CONTRACTS, AGREEMENTS, PURCHASE ORDERS, AND CHANGE ORDERS FOR THE PURCHASE OF ALL NECESSARY GOODS AND SERVICES (CONSTRUCTION AND PROFESSIONAL) RELATIVE TO ALL OF THE FY 05-06 CAPITAL RENEWAL AND REPLACEMENT FUND PROJECTS PROVIDING THAT ALL DOCUMENTS BE REVIEWED BY THE APPROPRIATE MEMBERS OF THE ADMINISTRATION, CITY ATTORNEY'S OFFICE, AND CONTAINS MINIMUM TERMS AND CONDITIONS AS SET FORTH IN THIS RESOLUTION; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AND ALL AGREEMENTS RELATIVE TO THE AFORESTATED PROJECTS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City Commission approved the attached list of projects on the 2005/2006 budget for the Capital Renewal and Replacement program. The work specified consists of all labor, machinery, tools, means of transportation, supplies, equipment, materials, and services necessary for the design, specifications development, construction documents, permitting, and construction work required for the completion of the projects.

Section 2-366 of the City Code, entitled Contract Procedures, states that all supplies and equipment, except as otherwise provided in this division, when the estimated cost thereof shall exceed $25,000.00, shall be purchased by formal, written contract and/or purchase order from the lowest and best responsible

bidder, after due notice inviting proposals; however, the City Commission shall have authority to waive execution of formal contract in cases where it deems it advisable to do so.

If the City's Property Management Director is approved as the General Contractor for these projects, at times there will be a need for the acquisition of goods and services that may exceed the $25,000 bidding threshold. As a result of the time needed to complete formal bid processes (i.e. 90-120 days) each time that Property Management Division has a need to augment its existing resources for goods and services in excess of $25,000, these important projects will be placed on hold or delayed significantly. Pursuant to Section 2-367(e) of the City Code entitled *Rejection of bids; negotiation; waiver of competitive bidding,* the City Commission, upon written recommendation of the City Manager, may by resolution adopt by a five-sevenths vote of the City Commission a waiver of competitive bidding when the City Commission finds such waiver to be in the best interest of the City.

Any contracts in excess of $25,000 awarded by the Property Management Director will be brought to the City Commission for ratification.

The following are reasons why the waiver of competitive bidding is in the best interest of the City:

- Cost Reduction of Project Materials.

By utilizing in-house General Contractor services, the City will have the ability to purchase the majority of building materials needed for the project, directly from the manufacturer. External contractors would be required to purchase these materials from a supply house that would increase the costs of the purchase of supplies by adding stocking charges, plus overhead and profit on top of the manufacturer costs. This would provide a substantial saving to the City on material purchases for the project.

- Savings of General Contractor and Subcontractor's overhead and Profit.

In outsourced projects, general contractors add a typical range of 15-20% on top of project cost for overhead expenses and profit. By using in-house services, this would be a direct cost savings to the City for these items. Additionally, as electrical, plumbing, HVAC, painting, and carpentry could also be provided under in-house services, limited sub-contractors would be required for the project. This would also provide savings to the City on overhead and profit costs that would also be required to be paid to the subcontractors.

- Project Scheduling to Accommodate Special Needs.

Under routine contractual agreements, the General Contractor provides a workflow schedule that is inflexible in accommodating unforeseen circumstances or required change of workflow without the requirement of a project change order or additional costs. In-house contracting would provide flexibility of schedules to work with unforeseen circumstances including special needs, without the need for change orders or extra costs for the project.

- Proven Track Record

Property Management has provided General Contracting services for the City on many past projects. These include the construction of the Electrowave facility on Terminal Island, the design and renovations of the Byron Carlyle Theater, The Lincoln Road Lighting and Fountain Enhancement project, the Pinetree Park GO Bond project, the Fire Station #2 Maintenance Facility GO Bond project, the renovation of the VCA and 555 Buildings, ADA compliance projects Citywide, and multiple major renovations to City Hall, 21 Street Community Center, and the Historic City Hall Building.

CONCLUSION:

That the Mayor and City Commission adopt the attached Resolution which waives the competitive bidding requirements, finding such waiver to be in the best interest of the City, and authorizing the City Manager's designee, who shall be the Property Management Director, a Licensed General Contractor, to select, negotiate, and award all contracts, agreements, purchase orders, and change orders for the purchase of all necessary goods and services (construction and professional) relative to all the FY 05-06 Capital Renewal and Replacement Fund Projects (See attached List) providing that all documents be reviewed by the appropriate members of the Administration, City Attorney's Office, and contains minimum terms and conditions as set forth in this resolution; and further authorizing the Mayor and City Clerk to execute any and all agreements relative to the aforestated projects.

FY 05-06 Capital Renewal GC Approval Memo.doc

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING, BY 5/7THS VOTE, FORMAL COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY MANAGER, THROUGH HIS DESIGNEE, WHO SHALL BE THE CITY'S PROPERTY MANAGEMENT DIRECTOR, A LICENSED GENERAL CONTRACTOR, TO SELECT, NEGOTIATE, AND AWARD ALL CONTRACTS, AGREEMENTS, PURCHASE ORDERS, AND CHANGE ORDERS FOR THE PURCHASE OF ALL NECESSARY GOODS AND SERVICES RELATIVE TO THE FISCAL YEAR 2005/2006 CAPITAL RENEWAL AND REPLACEMENT PROJECTS; PROVIDING THAT ALL DOCUMENTS BE REVIEWED BY THE APPROPRIATE MEMBERS OF THE ADMINISTRATION AND CITY ATTORNEY'S OFFICE, AND SHALL CONTAIN THOSE MINIMUM TERMS AND CONDITIONS AS SET FORTH IN THIS RESOLUTION; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AND ALL AGREEMENTS RELATIVE TO THE AFORESTATED PROJECTS.

WHEREAS, the Mayor and City Commission approved Resolution No. 2005-26008, that provided funding requirements relative to the Fiscal Year 2005/2006 Capital Renewal and Replacement Projects (the Projects); and

WHEREAS, the Projects, as set forth in Exhibit "A" of this Resolution, are estimated to have a total construction cost value of $2,529,563, and involve repair and/or renovations to existing public facilities; and

WHEREAS, the Administration has determined that due to the existing condition and requirements of the aforestated Projects, the Projects have a need to be completed in an expeditious manner; and

WHEREAS, it is the Administration's intent to secure the construction work relative to the Projects utilizing the City's Property Management Director, who is a licensed general contractor, as well as the resources of the City's Property Management Department; and

WHEREAS, accordingly, the Administration, through the Property Management Director, acting as the general contractor, may require the need for the acquisition of goods and services which may exceed the $25,000 threshold correctly within the City Manager's discretion; and

WHEREAS, as a result of the time needed to complete the formal bid processes (i.e. 90-120 days), each time that the Property Management Director has a need to augment his existing resources for goods and services in excess of $25,000, the Projects would be placed on hold or delayed significantly; and

WHEREAS, pursuant to Section 2-367(e) of the City Code entitled *Rejection of bids; negotiation; waiver of competitive bidding,* the City Commission, upon written recommendation of the City Manager, may by resolution adopt by a five-sevenths vote of the City Commission a waiver of competitive bidding when the City Commission finds such waiver to be in the best interest of the City; and

WHEREAS, the Property Management Director, as the general contractor, will be taking on the responsibility of the completion of the Projects; and

WHEREAS, in order to diligently prosecute the required work to timely complete the Projects, the Administration would recommend that the Mayor and City Commission waive, by 5/7ths vote, the formal competitive bidding requirements, relative to enabling the Administration, through its Property Management Director acting as general contractor, and through its Property Management Department, to procure the required additional goods and services to complete the Projects, on an expedited basis; and

WHEREAS, notwithstanding the Mayor and City Commission's waiver herein of the competitive bidding requirement, the Property Management Director, utilizing the resources of the Procurement Division, will institute an "expedited" bidding process to ensure the integrity of the process and, while not a formal competitive bid, this process would still act to procure for the City the highest quality of goods and services at the least expense to the City, and endeavor to obtain as full an open competition as possible, within that expedited framework; and

WHEREAS, additionally, the Administration would recommend that the Mayor and City Commission waive formal competitive bidding subject to the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AS FOLLOWS:

1. The Mayor and City Commission hereby waive, by 5/7ths vote, the formal competitive bidding requirements, finding such waiver to be in the best interest of the City, relative to the City's (through its Property Management Director serving as the general contractor) completion of the work on the Fiscal Year 2005/2006 Capital Renewal and Replacement Projects as set forth in Exhibit "A" to this Resolution.

2. The City Manager, through his designee, who shall be the City's Property Management Director, is authorized to select, negotiate, and award all contracts, agreements, purchase orders, and change orders for the purchase of all necessary goods and services relative to the Projects.

3. All documents referenced herein shall be reviewed by the appropriate members of the Administration and City Attorney's Office prior to execution and shall contain, at a minimum, the following terms and conditions:

   a) Time of completion of the work in question.

b) Fees, costs, and other charges to the City. All fees and costs negotiated should be competitive with fees and charges for similar work in the South Florida area.
c) Appropriate provisions addressing insurance requirements (naming the City as an additional insured), indemnification and hold harmless in favor of the City, and payment and performance bonds.
d) All scope of services and/or work required shall be prepared in conjunction with and reviewed by the Administration.

4. All contracts, agreements, purchase orders, and change orders over $25,000 shall be executed by the Mayor and City Clerk, and shall be ratified by the Mayor and City Commission at its next available meeting.

5. The total amounts of contracts, agreements, purchase orders, and change orders to be executed pursuant to the approvals set forth herein shall not exceed the appropriated amount for a particular project, as same is set forth in this Resolution, without the prior approval of the Mayor and City Commission.

6. Notwithstanding the waiver of competitive bidding herein, the Property Management Director, utilizing the City's Procurement Division, shall use his best efforts through an "expedited" bidding process to assure that the highest quality of goods and services at the least expense to the City is obtained, and endeavor to obtain as full and open competition, to the extent reasonably possible.

PASSED AND ADOPTED THIS _____ day of _____, 2005.

Attest:

_____ CITY CLERK

_____ MAYOR

T:\AGENDA\2005\Dec0705\Regular\FY 05-06 Capital Renewal and Replacement GC Approval RESO.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 12-7-05 Date

Exhibit "A" (1)

CITY OF MIAMI BEACH
PROPERTY MANAGEMENT
FY 05-06 RENEWAL AND REPLACEMENT FUND

CAPITAL RENEWAL AND REPLACEMENT PROJECT NAME / DESCRIPTION	CRITERIA TYPE	TOTAL REQUEST BY BLDG.	FY 2005/06 PROPOSED R & R FUNDING
POLICE STATION BUILDING			
Replace 6 Air Handlers 20 years old. Replacement due to end of useful life.	1.A	$108,900	$108,900
Generator Motor Control Center Replacement 17 yrs old. Beyond useful life out of sequence.	1.A	71,500	71,500
Police Station Community Room and South Stairwell Glass Block Replacement Deterioration of the Police Station Glass Block, installed with construction in 1987, is causing water intrusion into the building's Community Room and stairwells and deterioration of the reinforcing steel. The replacement will improve weather-tight integrity of the building and conform to new impact resistant glass code requirements	1.A	467,500	467,500
Replace Equipment at Police Gun Range Beyond Useful Life	1.A	100,000	100,000
Retrofit Ladies Locker Room Showers Showers are 18 years old and need to meet ADA standards.	1.A	33,000	0
TOTAL POLICE STATION BUILDING		780,900	747,900
HISTORIC CITY HALL BUILDING			
Six (6) Air Handler Replacement Replace six (6) 20 year old air handlers due to end of useful life.	1.A	$108,900	$108,900
Historic City Hall Elevator (2) Renovation and Electrical Upgrade Elevators and most of their mechanical operating equipment were built in 1927.	1.A	165,000	165,000
TOTAL HISTORIC CITY HALL BUILDING		273,900	273,900
CITY HALL BUILDING			
Air Duct System Replacement and Installation of Filtration & Pre-cooling System 27 year old outside air duct system replacement and installation of filtration and pre-cooling system. Duct system is internally corroded	1.A	$84,700	$84,700
Electrical Upgrades Replace 27 year old of Transformers - Main Breakers Replacement per Fire Dept & NFPA 110 Generator need to be tested under load month. Replace Fire Pump Controller & Two Transformers - Fire Safety	1.A	73,150	73,150
Hurricane Shutter Replacement Shutters cannot be repaired, are worn and are unsecurable. Dade County approved shutters should be installed to replace 27 year old shutters. Grant application pending	1.A	495,000	0
City Hall Main Elevator Renovation & Electrical Upgrade The mechanical contact controller is no longer manufactured and replacement parts are hard to obtain The elevator is frequently out of service. The digital controller utilizes less electricity	1.A	88,000	88,000
TOTAL CITY HALL BUILDING		740,850	245,850

Exhibit "A" (2)

CITY OF MIAMI BEACH
PROPERTY MANAGEMENT
FY 05-06 RENEWAL AND REPLACEMENT FUND

CAPITAL RENEWAL AND REPLACEMENT PROJECT NAME / DESCRIPTION	CRITERIA TYPE	TOTAL REQUEST BY BLDG.	FY 2005/06 PROPOSED R & R FUNDING
777 17TH STREET BLDG			
Replacement of Air Handler, Controls and Duct System Replacement of air handler, controls and duct system. Air handlers are past their useful life. Duct system and outside air equipment are inadequate.	1.A	$508,200	$0
Water & Sewer Pipe Replacement & Domestic Water Pump Upgrade The domestic water system at the 777 Building is rusted, aged and deteriorating. The pumps must be replaced due to age and relocated where they will operate more efficiently.	1.A	110,000	110,000
TOTAL 777 17TH STREET BUILDING		618,200	110,000
SCOTT RAKOW YOUTH CENTER (Part of the total Phase II CIP project)			
Elevator Replacement Beyond Useful Like	1.A	$93,000	$93,000
Water Sealing/Weatherproofing Need to prevent water damage to the building	1.A	49,500	49,500
Air Handler & Cooling Tower 30 year old air handler # 2 replacement due to excessive corrosion Cooling Tower #2 is a Protec fiberglass tower with moderate ultraviolet degradation on outer shell. The tower support is dangerously corroded and one of the support legs is in danger of collapsing	1.A	102,850	102,850
Air Handler #1 Replacement 30 year old air handler # 1 replacement due to excessive corrosion	1.A	77,000	77,000
Fire Alarm System Replacement Beyond Useful Life	1.A	25,000	25,000
Swimming Pool Filtration System Beyond Useful Life	1.A	150,000	150,000
TOTAL SCOTT RAKOW YOUTH CENTER		497,350	497,350
VARIOUS BUILDINGS			
Garden Center Replacement of A/C at the Garden Center. Due to excessive corrosion and age	1.A	$49,500	$0
Boardwalk Light Replacement Replace lights and lightshields due to age, new state requirements and environmental impacts.	1.A	965,200	321,733
27th, 46th & 53rd Street Showers Upgrade to ADA Standards Showers due to poor condition and proper ADA path-of travel	1.A	55,000	55,000
Commission Chambers Upgrades Replace 10 year old electric door - weatherproof walls, incl. re-installation of carpeting on walls	1.A	29,150	29,150
21st St. Recreation Center Backflow Preventor & Fire Sprinkler (New Fire Code Requirement)	1.A	28,000	28,000
TOTAL MISC. REQUESTS - VARIOUS BUILDINGS		1,126,850	433,883
CONTINGENCY			220,680
GRAND TOTAL		$4,038,050	$2,529,563

Criteria: 1.A-Extend Useful Life, 1.B-Reduce Maintenance, 2-Unanticipated Events

Condensed Title:

A Resolution authorizing the execution of an Interlocal Agreement with Miami-Dade Transit (MDT), in the amount of $125,300, for MDT and the City of Miami Beach to conduct a Coastal Communities Transit Study (CCTS); and authorizing the appropriation of $62,650 in Concurrency Mitigation Funds to cover the required 50% City match.

Key Intended Outcome Supported:

Maintain or improve traffic flow.

Issue:

Shall the City execute an Interlocal Agreement with the County for the CCTS, and appropriate Concurrency Funds for the City's 50% share of the study cost?

Item Summary/Recommendation:

Miami Beach and its neighboring coastal communities and the Metropolitan Planning Organization (MPO) are presently engaged in a Coastal Communities Transportation Master Plan (CCTMP). The goal of the CCTMP is to provide a sub-regional transportation plan with short-term (2006), mid-term (10-year horizon), and long-term (25-year) solutions to transportation issues under varying development forecast scenarios. The CCTMP will build upon the 1998 MMP to provide significant new data and analysis, including: an origin-destination study (modes other than transit), new traffic counts with vehicle classification, and signal timing data collection. This will be a highly coordinated effort between the coastal cities, FDOT, MPO, and the South Florida Regional Planning Council (SFRPC).

In a joint effort, Miami Dade Transit (MDT) and Miami Beach are interested in further analyzing existing impacts by investigating transit services in the coastal communities, assessing current and future needs, and determining if an how existing bus transit services can be streamlined to provide the same or improved service levels with fewer routes along the A1A Corridor. In order to expedite and complete the CCTS in parallel with the CCTMP, MDT offered to use a continuing services contract with the Center for Urban Transportation Research (CUTR) to conduct the study and requested that the $125,300 study be shared 50/50 between MDT and CMB, therefore the need for an Interlocal Agreement for the study. The Administration recommends that the $62,650 local share be funded by the Concurrency Mitigation Fund, which was created to mitigate roadway capacity deficiencies caused by new development and use intensification projects. MDT will invoice the City for the City's 50% share of the study cost.

The Administration recommends approval of the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	$62,650 City	158.8000.341226 SB at 40%	
	2	$62,650 MDT	158.8000.341227 MB at 30%	
	3		158.8000.341228 NB at 30%	
	4		Expend.Object Code is 000339	
Finance Dept.	Total	$125,300		

City Clerk's Office Legislative Tracking:

Robert Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM C7X

DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH MIAMI-DADE TRANSIT (MDT), IN THE AMOUNT OF $125,300, FOR MDT AND THE CITY OF MIAMI BEACH TO CONDUCT A COASTAL COMMUNITIES TRANSIT STUDY (CCTS); AND FURTHER AUTHORIZING THE APPROPRIATION OF $62,650 IN CONCURRENCY MITIGATION FUNDS TO COVER THE REQUIRED FIFTY PERCENT CITY MATCH OF THE STUDY COST.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The Municipal Mobility Plan (MMP) was developed in the late 1990's to mitigate transportation issues within Miami Beach boundaries. Most MMP projects have been implemented or are undergoing different stages of implementation. This incremental, short-term plan was designed to address local transportation needs; but soon it became evident that, in order to provide a higher level of planning, the MMP needed to be expanded to examine all transportation issues in a coordinated sub-regional manner.

The Coastal Communities Transportation Master Plan (CCTMP) was created to address the regional transportation issues of the Barrier Islands. Building upon the MMP, the CCTMP would take a snapshot of current traffic conditions and then apply traffic modeling under varying transportation forecast scenarios. Including but not limited to future population growth vs. available roadway capacity as well as an assessment of roadway infrastructure sustainability.

Concurrent to the CCTMP the City of Miami Beach approached the Miami Dade Transit to evaluate the impacts resulting from the existing level of bus services in Miami Beach. Following several meetings, both agencies agreed as a matter of mutual interest to analyze existing transit services along the coastal communities, with a primary focus in Miami Beach bus services. The study would assess current and future needs, and determine if and how existing bus transit services can be streamlined and consolidated to provide the same or improved service levels with fewer routes along the A1A Corridor. This effort is to be known as the Coastal Communities Transit Study (CCTS).

The CCTS is a complementary study to the CCTMP and will provide bus service operational data that would not typically be collected or analyzed in a larger transportation planning effort such as the CCTMP.

Project Scope(s)

Coastal Communities Transportation Master Plan (CCTMP)

The goal of the CCTMP would be to provide a sub-regional plan with short-term (current year), mid-term (10-year horizon), and long-term (25-year horizon) solutions to transportation issues under varying development forecast scenarios. The coastal communities understand that the barrier islands are physically constrained. As demands on the transportation infrastructure increase and the capacity to manage traffic becomes further limited, the equilibrium between growth and available capacity must be identified to assure sustainability through the region. This initial assessment would assist as a benchmark to derive further initiatives to address these issues.

The CCTMP will also provide significant new data and analysis, including: an origin-destination study (modes other than transit), new traffic counts with vehicle classification, and signal timing data collection. Concentrating mostly on concurrency and traffic level-of-service issues, the CCTMP will provide: a needs assessment including alternative modes, recommended projects, and an implementation plan. This will be a highly coordinated effort between the cities, the Florida Department of transportation (FDOT), the MPO, Miami-Dade County, and the South Florida Regional Planning Council (SFRPC).

Coastal Communities Transit Study (CCTS)

The CCTS, on the other hand, is an operations study that focuses on improving the operational efficiency of buses through a route segment-level analysis. The transit study will be aimed at improving service quality to the County's transit customers. A by-product of this study will be recommendations for improving and balancing transit service efficiency through the consolidation of existing bus routes and improvement of quality of service.

Five (5) benefits are anticipated from the Coastal Communities Transit Study

1. Easier to understand route structure to attract new ridership from residents and tourists;
2. Greater potential to fine tune service along the beach by distinguishing north-south from east-west routes;
3. Potential to improve transit operations and reduce bunching of buses along the A1A Corridor;
4. Reduce traffic impacts by increasing transit utilization and decreasing the number of vehicles without reducing customer satisfaction;
5. Route structure and transfer facilities that better position the implementation of future transit improvements.

In addition, there are four (4) other critical considerations that must be analyzed.

1. Impacts to existing transit travel patterns, including additional transfers and the possibility of increased travel time;
2. Impacts to MDT operations;
3. Physical requirements for transit facilities including transit capacity, amenities, mixed use development, traffic impacts, and positioning facilities for possible rapid transit improvement in the future;

4. Locations of transfer facilities, with consideration of minimizing deviations for existing transit service, minimizing traffic impacts, positioning facilities for possible rapid transit improvement in the future, land use compatibility, maximizing transit ridership, and realistic prospects for land acquisition and joint development.

Project Coordination

The analysis will need to be a highly coordinated effort with the Coastal Communities Transportation Master Plan (CCTMP) and its participating entities, including: the coastal municipalities, FDOT, the MPO, Miami-Dade County and the South Florida Regional Planning Council. The City's Management Team will ensure efficient interweaving and cross-coordination between both initiatives.

City Staff had initially evaluated the possibility of consolidating both efforts under one consultant; however, even though both projects demonstrate a natural technical interdependency, the transportation perspectives are different as explained above. Also the financial and organizational settings are not conducive to a functional association.

Also, the CCTMP, which Miami Beach spearheads, is a multi-agency effort whose stakeholders are the Coastal Communities and the MPO. The CCTS, on the other hand, is simply a joint venture between the CMB and MDT, spearheaded by MDT under their continuing services contract with the Center for Urban Transportation Research (CUTR) at the University of South Florida. Miami Beach does not have any contract with CUTR.

If the City chose to include the services of CUTR under the selected consultant for the CCTMP, the City consultant would need to retain CUTR under their private fee structure as opposed to their public fee structure, increase the project cost by approximately 30%, and potentially re-engage in the complete RFQ selection process.

Project Cost Structure

The City of Miami Beach and MDT have coordinated the total cost of the study to be $125,300. MDT agreed to fund 50% of the study. The Administration recommends

that the additional 50% or $62,650 local share be funded by the Miami Beach Concurrency Mitigation Fund.

Project Schedule

The schedule for this project is estimated to be nine (9) months. In the interest of establishing parallel times between both initiatives, the Notice to Proceed for the CCTS will be issued as soon as the Notice to Proceed for the CCTMP is issued.
The CCTMP initiative is presently in the stages of negations with the first ranked firm, the Corradino Group. City staff will be prepared to present to the City Commission its negotiation results at the first Commission Meeting of 2006.

JG/RM/FB/RTH/FV/ME/aj

Attachments:

- Interlocal Agreement with MDT, which includes the Scope of Services for the Coastal Communities Transit Study (CUTR/MDT)
- Cost Comparison Table
- Status of Concurrency Mitigation Fund Revenue/Appropriations

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COASTAL COMMUNITIES TRANSIT STUDY COST COMPARISON

Inter-Local Agreement with MDT vs. CUTR working as sub-consultant to City's consultant to be hired for the Coastal Communities Transportation Master Plan

CCTS Cost	**$125,300.00**

Inter-Local Agreement		CUTR as Sub-consultant		
Miami-Dade Transit	City of Miami Beach	Miami-Dade Transit	City of Miami Beach	
$ 62,650.00	$ 62,650.00	$ 62,650.00	$ 62,650.00	
			$ 12,530.00	Coordination cost (10% over the whole study)
			$ 37,590.00	Private rate, charged by CUTR* as sub-consultant (30%)
Total	**$ 62,650.00**		**$ 112,770.00**	
			$ 50,120.00	Exceeding

*CUTR was already selected by Miami-Dade Transit to elaborate the study. If they are hired as subconsultants their rates will be higher, since the City's consultant is a private entity.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE ADMINISTRATION TO EXECUTE AN INTERLOCAL AGREEMENT WITH MIAMI-DADE TRANSIT (MDT), IN THE AMOUNT OF $125,300, FOR MDT AND THE CITY OF MIAMI BEACH TO CONDUCT A COASTAL COMMUNITIES TRANSIT STUDY; AND FURTHER AUTHORIZING THE APPROPRIATION OF $62,650 IN CONCURRENCY MITIGATION FUNDS TO COVER THE REQUIRED FIFTY PERCENT CITY MATCH OF THE STUDY COST.

WHEREAS, the City of Miami Beach, its neighboring coastal communities and the Metropolitan Planning Organization (MPO) are presently engaged in a Coastal Communities Transportation Master Plan (CCTMP), the goal of which is to provide a sub-regional transportation plan with short, mid, and long-term multi-modal solutions to transportation issues; and

WHEREAS, in a joint effort, Miami-Dade Transit (MDT) and Miami Beach are interested in further analyzing existing impacts by investigating transit services in the coastal communities, assessing current and future needs, and determining if and how existing bus transit services can be streamlined to provide the same or improved service levels with fewer routes along the A1A and Alton Road Corridors, with particular focus on Miami Beach; and

WHEREAS, this new effort will be known as the Coastal Communities Transit Study (the Study); and

WHEREAS, this Study will dovetail with the CCTMP so as to yield an integral transportation solution to traffic congestion along the coastal communities, as well as promote programs to increase transit use; and

WHEREAS, since the Center for Urban Transportation Research (CUTR) is already under a master contract with MDT, the Study will be conducted by CUTR under MDT management; and

WHEREAS, this Study will be highly coordinated with the CCTMP by the City's CCTMP Consultant; and

WHEREAS, MDT requested that the $125,300 cost of the Study be funded 50/50 by MDT and Miami Beach; and

WHEREAS, funds to cover the $62,650 local share of the Study cost are available in the Concurrency Mitigation Fund, which was created to fund studies and projects that help reduce the traffic impacts caused by the new development projects and/or use intensification of existing developments; and

WHEREAS, it is essential that an Interlocal Agreement be executed between Miami Dade County and the City for the purposes of this Study; and

WHEREAS, at the appropriate time, the County will invoice the City or the City's 50% share of the Study cost.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to executed an Interlocal Agreement with Miami-Dade Transit (MDT), in the amount of $125,300, for MDT to conduct a Coastal Communities Transit Study (CCTS); and further authorize the appropriation of $62,650 in Concurrency Mitigation Funds to cover the required fifty percent City match of the study cost.

PASSED AND ADOPTED this the _____ day of _____, 2005.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 11/23/05 Date

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INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2005, by and between the Miami-Dade County, hereinafter called the ***County*** and the ***City of Miami Beach,*** hereinafter called ***MIAMI BEACH.***

That ***MIAMI BEACH*** did determine that ***County and its duly designated sub-consultant*** is fully qualified to render the services contracted.

WITNESSETH:

ARTICLE 1.00: ***MIAMI BEACH*** does hereby retain ***County*** to furnish certain services in connection with the ***Coastal Communities Transit Study***, as described in Exhibit "A": "Scope of Services", Exhibit "B": "Project Schedule" and Exhibit "C": "Project Budget" attached hereto and made a part hereof as though fully recited herein.

ARTICLE 2.00: ***MIAMI BEACH*** and the ***County*** mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A" Scope of Services, Exhibit "B" Project Schedule, and Exhibit "C" Project Budget. ***MIAMI BEACH*** agrees to furnish the ***County*** and its duly designated representatives information including, but not limited to, existing data and projects related to the study area that may be available in other governmental offices. The ***County*** agrees to perform, in a timely and professional manner, the work elements set forth in the above-enumerated Exhibits, in accordance with the Schedule set forth in Exhibit "B".

Before initiating the work described in Exhibits "A", "B", and "C", the City of ***MIAMI BEACH*** Manager or his designee shall execute and issue the ***County*** a Notice-to-Proceed with the work described in said Exhibits, such work to constitute performance of the ***Coastal Communities Transit Study*** as set forth in said Exhibits.

ARTICLE 3.00: The services to be rendered by the ***County*** shall be commenced subsequent to the execution of this Agreement and issuance of the Notice-to-Proceed by the City Manager of ***MIAMI BEACH*** or his designee, and shall be completed within ***nine months*** from the date of execution and issuance of the Notice-to-Proceed.

ARTICLE 4.00: The ***County*** agrees to provide Project Schedule progress reports on a monthly basis and in a format acceptable to the City Manager of ***MIAMI BEACH*** or his designee. The City Manager of ***MIAMI BEACH*** shall be entitled at all times to be advised, at his request, as to the status of work being done by the ***County*** and of the details thereof. Coordination shall be maintained by the ***County*** with representatives of ***MIAMI BEACH***. Either of the parties to the agreement may request and be granted a conference.

ARTICLE 5.00: In the event there are delays on the part of ***MIAMI BEACH*** as to the approval of any of the materials submitted by the ***County*** or if there are delays occasioned by circumstances beyond the control of the ***County*** which delay the Project Schedule completion date, the City Manager of ***MIAMI BEACH*** or his designee may grant the ***County***, by a letter an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.

It shall be the responsibility of the ***County*** to ensure at all times that sufficient contract time remains within which to complete services on the project and each major Task Group as designated on the Exhibits. In the event there have been delays which would affect the project completion date or the completion date of any major Task Group, the ***County*** shall submit a written request to the City Manager of ***MIAMI BEACH*** or his designee ***twenty (20) days*** prior to the schedule completion date which identifies the reason(s) for the delay and the amount of time related to each reason. The City Manager of ***MIAMI BEACH*** or his designee will review the request and make a determination as to granting all or part of the requested extension. Scheduled completion dates shall be determined by the elapsed times shown in Exhibit "B" and the issue date of the Notice-to-Proceed.

In the event contract time expires and the ***County*** has not requested, or if the City Manager of ***MIAMI BEACH*** or his designee has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the City Manager of ***MIAMI BEACH*** or his designee.

ARTICLE 6.00: The ***County*** shall maintain an adequate and competent professional staff and may associate with it, for the purpose of its services hereunder, without additional cost to ***MIAMI BEACH***, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the City Manager of ***MIAMI BEACH***, such specialists as the ***County*** may consider necessary. The ***County*** may sublet, assign or transfer any work under this Agreement to qualified firms, individuals, or governmental entities with the written consent of the City Manager of ***MIAMI BEACH*** or his designee.

ARTICLE 7.00: The ***County*** shall not be liable for use by ***MIAMI BEACH*** of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement.

ARTICLE 8.00: All tracings, plans, specifications, maps, and/or reports prepared or obtained under this Agreement shall be considered ***research*** and shall become the property of ***MIAMI BEACH*** without restriction or limitation on their use; and shall be made available, upon request, to ***MIAMI BEACH*** at any time. Copies of these documents and records shall be furnished to the ***MIAMI BEACH*** upon request, verbal or written, allowing reasonable time for the production of such copies.

> ***SUB-ARTICLE 8.10:*** Records of costs incurred by the ***County*** and all subconsultants performing work on the project, and all other records of the ***County*** and subconsultants considered necessary by ***MIAMI BEACH*** for proper audit of project costs, shall be furnished to ***MIAMI BEACH*** upon request.

Whenever travel costs are included in the performance of services set forth in Exhibits "A", "B" and "C", the provisions of Metropolitan Miami-Dade County Administrative Order 6-1, shall govern ***or Florida Statues, whichever is more restrictive.***

The ***County*** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the ***County*** in conjunction with this Agreement. Failure by the ***County*** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the City Manager of ***MIAMI BEACH***.

ARTICLE 9.00: The ***County*** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance or work under this contract.

ARTICLE 10.00: MIAMI BEACH agrees to pay the ***County*** compensation as per Article 16.00 of this Agreement and Exhibits "A", "B", and "C", attached hereto and made a part hereof.

ARTICLE 11.00: The City Manager of ***MIAMI BEACH*** may terminate this Agreement in whole or in part at any time the interest of ***MIAMI BEACH*** requires such termination.

SUB-ARTICLE 11.10: If the MPO Director determines that the performance of the ***County*** is not satisfactory, the City Manager of ***MIAMI BEACH*** shall have the option of (a) immediately terminating the Agreement or (b) notifying the ***County*** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

SUB-ARTICLE 11.20: If the City Manager of ***MIAMI BEACH*** requires termination of the Agreement for reasons other than unsatisfactory performance of the ***County***, the City Manager of ***MIAMI BEACH*** shall notify the ***County*** of such termination, with instructions as to the

effective date of termination or specify the stage of work at which the Agreement is to be terminated.

SUB-ARTICLE 11.30: If the Agreement is terminated before performance is completed, the ***County*** shall be paid for the work satisfactorily performed. Payment is not to exceed the prorated amount of the total agreement amount based on work satisfactorily completed. Such determination shall be based and calculated upon a percentage allocation of total project cost, by major Task Group.

ARTICLE 12.00: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

ARTICLE 13.00: The ***County*** warrants that it has not employed or retained any company, corporation, individual or firm to solicit or secure this Agreement, other than County or other government employees, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

SUB-ARTICLE 13.10: For the breach or violation of Article 13.00, the City Manager of ***MIAMI BEACH*** shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 14.00: The ***County*** agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the City Manager of ***MIAMI BEACH*** or his designee and securing its consent. The ***County*** also

agrees that it shall not copyright or patent any of the data and/or information furnished in compliance with this Agreement, it being understood that, under Article 8.00 hereof, such data or information is the property of ***MIAMI BEACH***. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 8.10 of this Agreement.

ARTICLE 15.00: ***MIAMI BEACH*** 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. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.

ARTICLE 16.00: Method of compensation - It is mutually agreed and understood that the following provision shall be applicable to this Agreement. The ***County*** shall invoice monthly in a format acceptable to the City Manager of ***MIAMI BEACH*** or his designee and shall be paid as a percent of the fixed fee equal to the portion of the service complete pursuant to each Task Order executed in accordance with Article 2.00. The ***County*** shall invoice 100% of the fixed fee upon completion of all Task Orders, as indicated under Exhibit "C" (attached as part of scope of services). The compensation to be paid to the ***County*** shall not exceed ***$62,650.^{00}*** or ***50%*** of the total project cost, whichever is less, as indicated in Article 10.00 hereof.

> ***SUB-ARTICLE 16.10:*** It is agreed that said compensation provided in Article 16.00 hereof shall be adjusted to exclude any significant sums where the City Manager ***MIAMI BEACH*** shall determine that reported costs by the ***County*** reflect inaccurate, incomplete or non-current costs. All such adjustments shall be made within 60 days following the end of the Agreement. For purpose of this Agreement, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the City Manager ***MIAMI BEACH*** or his designee, whichever is later.

ARTICLE 17.00: Standards of Conduct - Conflict of Interest - The ***County*** covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes

112.313 as it relates to work performed under this Agreement, which standards will be referred and made a part of this Agreement as though set forth in full. The ***County*** agrees to incorporate the provisions of this article in any subcontract into which it might enter with reference to the work performed.

ARTICLE 18.00: The City Manager of ***MIAMI BEACH*** reserves the right to cancel and terminate this Agreement in the event the ***County*** or any employee, servant, or agent of the ***County*** is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by the ***County*** for or on behalf of ***MIAMI BEACH***, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the City Manager of ***MIAMI BEACH*** in conformity with the provisions of Article 8.00 hereof. The ***County*** shall be compensated for its services rendered up to the time of any such termination in accordance with Article 11.00 hereof.

ARTICLE 19.00: The ***County*** shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless ***MIAMI BEACH***, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which ***MIAMI BEACH*** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the negligence of the ***County*** and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The ***County*** shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the ***MIAMI BEACH***, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The ***County*** expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the ***County*** shall in no way limit the responsibility to indemnify, keep and save harmless and defend ***MIAMI BEACH*** or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify ***MIAMI BEACH*** from any liability or claim arising out of the negligent performance or failure of

performance of ***MIAMI BEACH***, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.

In the event ***County*** contracts for services authorized by this Agreement, the contractor shall, in its contract with ***County***, be required to indemnify and hold harmless ***MIAMI BEACH***, and its officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which ***MIAMI BEACH*** or its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the provision of services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the ***MIAMI BEACH***, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The ***County*** shall require that the contract between and the ***County*** and the contractor include a provision which states that the contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend ***MIAMI BEACH*** or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify ***MIAMI BEACH*** from any liability or claim arising out of the negligent performance of ***MIAMI BEACH***, its officers, employees, agents or instrumentalities or any other related third party

ARTICLE 20.00: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE 21.00: Attachments:

Exhibit "A", Scope of Services

Exhibit "B", Project Schedule

Exhibit "C", Project Budget

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Governing Board of the Metropolitan Planning Organization.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents this _____ day of _____, 2005.

ATTEST: **CITY OF MIAMI BEACH**

By: _____ Print Name: **David Dermer**

MAYOR

By: _____ Print Name: **Robert Parcher**

CITY CLERK

ATTEST: **MIAMI-DADE COUNTY FLORIDA**

By: _____ Print Name _____

Director, Miami-Dade Transit

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

11-28-05

City Attorney Date

Scope of Services

for

Miami-Dade Transit
&
The City of Miami Beach

"Coastal Communities Transit Study"

Center for Urban Transportation Research

University of South Florida

CUTR

October 6, 2005

Background

In a joint effort, Miami Dade Transit (MDT), the City of Miami Beach (CMB), and its neighboring coastal communities in northeastern Miami-Dade County (City of Aventura, City of Sunny Isles Beach, Town of Bal Harbour Village, Town of Bay Harbor Islands, Town of Surfside, City of North Bay Village, and the City of Miami Beach) are interested in analyzing existing transit services in the coastal communities, assessing current and future needs, and determining if and how existing bus transit services can be streamlined to provide the same or improved service levels with fewer routes along the A1A Corridor.

Embarking on this work at this time is very advantageous in the context of several other transportation work efforts that are about to start and have recently been completed.

The City of Miami Beach with its neighboring coastal communities, and the Miami-Dade County Metropolitan Planning Organization (MPO) is preparing to engage a consulting team to perform the Coastal Communities Transportation Master Plan (CCTMP). The goal of the CCTMP is to provide a multi-jurisdiction regional plan with short-term (current year), mid-term (10-year horizon), and long-term (25-year horizon) solutions to transportation issues under varying development forecast scenarios. The coastal communities understand that the barrier islands are physically constrained. As demands on the transportation infrastructure increase and the capacity to manage traffic becomes further limited, the equilibrium between growth and available capacity must be identified to assure sustainability through the region. This initial assessment would assist as a benchmark to derive further initiatives to address these issues. Building upon the Miami Beach's 1998 Municipal Mobility Plan (MMP), the CCTMP will provide significant new data and analysis, including: an origin-destination study (modes other than transit), new traffic counts with vehicle classification, and signal timing data collection. Concentrating mostly on concurrency and traffic level-of-service issues, the CCTMP will provide: a needs assessment including alternative modes;, recommended projects, and an implementation plan. This will be a highly coordinated effort between the cities, the Florida Department of transportation (FDOT), the MPO, Miami-Dade County, and the South Florida Regional Planning Council (SFRPC).

Miami-Dade Transit (MDT), one of the largest departments of Miami-Dade County government, the 16th largest public transit system in the country, and the largest transit agency in Florida, is responsible for marketing and providing all public transit services in the County. On November 5th, 2002, the voters of Miami-Dade County approved a one-half penny increase on the County sales tax to be used for the People's Transportation Plan (PTP). The

majority of the new revenue will be provided for the enhancement of Miami-Dade's transit system.

As it implements the PTP which revised various service standards as a matter of policy, MDT has been continuing to develop data-based and tested service standards that will provide a better balance between convenience and transit ridership development, and operational efficiency. In this effort, MDT recently completed a Comprehensive Bus Operations Analysis (CBOA), performed by the Center for Urban Transportation Research (CUTR) at the University of South Florida. The CBOA provided the planning information and monitoring baseline data from which planned PTP improvements can be fine-tuned and new improvements and efficiencies can be identified. It included three large bodies of primary data:

1) System-wide ride check to provide for each route, stop and segment level operational data, including boardings, debarkings, and schedule adherence.

2) System-wide on-board passenger survey to determine trip origin-destination pairs, trip purpose pairs, transfer modes, ridership profiles, community needs, and passenger satisfaction for each route.

3) Survey of bus operators regarding schedule and operational improvements at a route and segment specific level.

In addition to providing data for ongoing system and operations planning for MDT, the CBOA provided a route and route segment-level analysis of the operational efficiency. This analysis was used for the development of the service recommendations for increasing system efficiency and improving service quality to the County's transit customers. The detailed recommendations for improving and balancing transit service efficiency and quality of service were provided through schedule recommendations in time for line-ups and system-wide recommendations increasing system efficiency, improving service to the County's transit customers, and providing better service to attract new ridership. There were recommendations for 64 routes. Miami Dade Transit (MDT) will implement the final recommendations over a period of one year from April 2005.

In addition, MDT has also recently performed an on-board passenger survey of Metro-Rail to determine trip origin-destination pairs, trip purpose pairs, transfer modes, ridership profiles, community needs, and passenger satisfaction.

This analysis of transit services along the coastal communities can make use of these rich sources of recent and current data and analysis, and by doing so provide the best possible data-based, objective solutions.

Purpose

The purpose of this scope, analyze existing transit services in the coastal communities; assess current and future needs; and determine if and how existing bus transit services can be streamlined to provide the same or improved service levels with fewer routes along the A1A Corridor.

Five benefits are anticipated from a route consolidation:

- Easier to understand route structure to attract new ridership from residents and tourists;
- Greater potential to fine tune service along the beach by distinguishing north-south from east-west routes;
- Potential to improve transit operations and reduce bunching of buses along the A1A Corridor;
- Reduce traffic impacts by increasing transit utilization and decreasing the number of vehicles without reducing customer satisfaction;
- Route structure and transfer facilities that better position the implementation of future rapid transit improvements.

In addition, there are four other critical considerations that must be analyzed. These are:

- Impacts to existing transit travel patterns, including additional transfers and the possibility of increased travel time;
- Impacts to MDT operations;
- Physical requirements for transit facilities including transit capacity, amenities, mixed use development, traffic impacts, and positioning facilities for possible rapid transit improvement in the future;
- Locations of transfer facilities, with consideration of minimizing deviations for existing transit service, minimizing traffic impacts, positioning facilities for possible rapid transit improvement in the future, land use compatibility, maximizing transit ridership, and realistic prospects for land acquisition and joint development.

The analysis needs to be a highly coordinated effort with the Coastal Communities Master Transportation Plan (CCTMP) and its participating entities, including: the coastal municipalities, FDOT, the MPO, Miami-Dade County and the South Florida Regional Planning Council.

The Center for Urban Transportation Research at the University of South Florida (CUTR) has the requisite knowledge and the qualifications to provide these services. (examples).....

Within CUTR, there are several broad program areas. One of them is **Transportation Program Evaluation and Economic Analysis**. This team consists of seasoned transportation professionals, economists and analysts who are highly experienced in transportation analysis, transit operations, both nationally and specifically with Miami Dade Transit, and with numerous transportation planning efforts in Miami Beach and other coastal communities. The proposed Principal Investigator, Mark Alvarez has 17 years experience in transportation and planning.

This project will be performed under the existing interlocal agreement between Miami-Dade County and the University of South Florida, with the City's participation under an interlocal agreement between the City of Miami Beach and Miami-Dade County.

Scope of Services (Exhibit A)

The following scope of services is provided to address the work involved in

Task 1.	Coordination and Public Involvement
Task 2	Quantifying the Benefits:
Task 3.	Impacts to Existing Ridership
Task 4.	Impacts to MDT Operations
Task 5.	Transit Facility Locations and Requirements
Task 6.	Recommendations and Implementation Plan

Data Collection

Other than public input, no primary data collection is anticipated in this scope. Data sources will include: CBOA data, including: ride-check data and the Metrobus passenger survey; the 2004 MetroRail passenger survey; MetroMover passenger survey if it is completed in time for use; new origin-destination data and analysis from the concurrently performed CCTMP; other CCTMP data; and information from other studies; and information as provided by MDT and the participating municipalities.

Products

The primary product from the study will be a single report provided in draft and final form at the end of the study. The report will include findings and recommendations from all tasks listed. Data and analysis will be included in appendices as appropriate. Data will also be provided electronically.

A distribution of ten appendices will be made: five (5) to MDT and five (5) to the City of Miami Beach. Fifty (50) final reports will be distributed to MDT and fifty (50) to the City of Miami Beach. The final report will also be provided as a pdf file to MDT and the participating municipalities for public distribution.

Task 1 will provide technical memorandums containing summaries of community meetings input. The technical memorandums will be distributed as paper copy to MDT and each participating municipality, and electronic copies as required.

Task 1: Coordination and Public Involvement

The Coastal Communities Transit Study and the Coastal communities Transportation Master Plan (CCTMP) need to be coordinated and be performed simultaneously. Each will have mutual inputs to the other, as well as parallel requirements for public input. This task proposes as its basis for public input that its meetings are combined with the CCTMP, with the CCTMP consulting team taking the lead position for presentations. CUTR would provide a presentation for the meetings, and collect input, and prepare summaries of each meeting for MDT, and the participating municipalities. CUTR would also participate in the planning and formatting of the meetings.

It is also proposed as the basis of this task that the steering committee for the CCTMP and this study be combined. CUTR would participate in scheduled CCTMP/CC Transit Plan joint steering committee meetings. The study is proposed to follow a 9-month schedule along with the CCTMP. Approximately nine steering committee meetings are anticipated.

The scope of the CCTMP is not specific as to the format nor number of meetings anticipated for the public input process; however, as a basis for this task, we would propose the following, based on past experience in Miami Beach and other coastal communities. Public input may be comprised of three meeting series: the first, a more community-specific series designed to describe the studies and take input; and the second, a more consolidated series to present draft solutions and work through to more finalized concepts in a charrette-type setting. Final presentations should be a regular or special commission / council meetings. A summary of the number and location of meetings that we would expect is below.

Series I — Initial Input (6 meetings)
- Miami Beach - South Beach
- Miami Beach - Middle Beach
- Miami Beach - North Beach; North Bay Village
- Surfside, Bal Harbor, and Bay Harbor Islands
- Sunny Isles Beach
- Aventura

Series II — Charrette Workshop
- all coastal communities (1 workshop)

Series III — Final Presentations
- City Commissions and Town/Village Councils (7 meetings)

Task 2: Benefits

The goal of this study is to determine if and how routes along the A1A Corridor can be consolidated. This goal is motivated by an expectation of several benefits. To the extent that there are quantifiable costs associated with such a plan, the benefits need also to be quantified to assist the County and municipalities in their decisions regarding implementation. This task will identify the expected benefits, and where possible measure their impact.

- Creating and easier-to-understand, more user friendly route structure is often associated with attract new ridership from market segments that are more likely to use transit, but are not familiar with how to use it and where the routes go. The characteristics of these possible riders will be identified through data and findings from a review of other studies, and if the characteristics can be used for demographic analysis, the number of such persons living in the coastal communities will be identified by TAZ or TAD.

- It is expected that there will be a greater potential to fine tune service along the A1A Corridor by distinguishing north-south from east-west routes. These "fine tunings" may include vehicles, and alignments, but mostly operational fine-tunings are expected. These will identified, and their potential impacts, and possible cost savings will be generally estimated.

- Part of fine-tuning service, will be the potential to improve transit schedule adherence and reduce bunching of buses. Using CBOA schedule adherence data, and information from MDT's scheduling and planning staff, problem areas will be identified, and considered for whether the proposed route restructuring would have an impact.

- If the recommendations increase transit utilization and decrease the number of transit vehicles without reducing customer satisfaction, and if there is some consolidation of transit transfers into off-street facilities, one of the benefits that can be expected would be reduction of traffic impacts by transit vehicles. Areas of potential traffic congestion mitigation will be identified. The locations, and potential bus stop changes will be provided to the CCTMP consultant for use in their traffic simulation models.

- Finally, a long-term benefit can be realized by beginning the implementation of a transit route and alignment structure that is more similar to possible future transit improvements. Long-range plan alternatives will be reviewed, and whether coastal community bus service restructuring would further those alternative will be identified.

Task 3: Impacts to Existing Ridership

It is well understood that the most important costs of changing route structure are the potential Impacts to existing transit travel patterns, including additional transfers and the possibility of increased travel time for existing transit riders. Task 3 will specifically identify these impacts using CBOA data. Using the CBOA passenger survey data, and the most up-to-date MDT Ridership Reports, for each route the percentage and number of riders that would be impacted from potential changes to the A1A Corridor route structure will be identified based on origin-destination data. The two groups of interest will be those that would require an additional transfer, and those that use the routes only along the A1A Corridor. The percent of these riders that are elderly, or mobility impaired will be identified, as well as the number of transfers that they currently make and their attitude towards transfers. The trip purposes of those that would require an additional transfer would also be identified. Results will be provided in tabular formats, and the results for each route discussed along with an opinion of the routes potential for potential restructuring.

Task 4: Impacts to MDT Operations

In addition to consumer impacts to the current ridership, a route restructuring along the coastal communities would produce impacts to MDT operations. Assuming truncations of east/west routes at the A1A Corridor, and the development of a Collins Harding Route at sufficient capacity (based on agreed LOS for existing ridership along the corridor based on CBOA ride-check data), various operational parameters will be calculated and compared to current operations for those routes. The net impacts will be provided in tabular format. The parameters will include:

- Peak Vehicle Requirement (PVR)
- Capacity in both directions (east-west and north-south)
- Utilization
- Platform Hours*
- Revenue Hours*
- Layover and Recovery Time*
- Deadhead Time*
- Operating Cost*

* Estimates based on calculations and MDT scheduling staff opinions. Will not fully schedule with Trapeze software.

Task 5: Transit Facility Locations and Requirements

Consolidating the coastal community transit system to have a two A1A routes (or 2: express and local), with all east-west service transferring, requires that there be adequate transfer facilities located in the right places. This is a key issue for both this effort and for supporting any future transit improvements or rapid transit plans. Two parts of the issue need to be determined.

The first part is to determine the general location of transfer facilities, and using the current and anticipated passenger and bus volume for each at their peaks, determine: bus bay capacity, layover capacity, driver facilities, platform area, seating area, amenity levels, area required, internal circulation, number of access and egress points, and a best mix-use development scenario for the transfer area level, including an appropriate amount (total floor area) and types (use and establishment size) of retail uses, and potential for redevelopment for future transit technologies. Once these parameters are developed based on the volume and desired characteristics for each node, then the exact location needs to be identified.

The second, and more difficult given the current state of land and development markets in the coastal communities is to identify realistic locations for transfer facilities. These locations must take into account, sufficiency of size, impacts on transit alignments, impacts on traffic, land ownership, land cost, zoning, adjacent uses, potential for mixed use joint development, and impacts on potential future transit improvements or mass transit improvements.

This first part of this analysis will be provided in tabular and narrative format with graphic aids. The second part will be provided in tabular and narrative formats with location maps.

Task 6: Recommendations and Implementation Plan

Considering all of the analysis and outcomes of Tasks 1 through 5, a final recommendation of whether to pursue a route consolidation / restructuring along the coastal communities will be provided. If there is a positive recommendation, an implementation plan will be provided that will use best probable opinions for facilities, forecasts from the CCTMP, and the analysis of the prior tasks to develop a progression of changes by route, with timing by year, operational impacts, and physical facility needs.

The results of this task will be provided as a narrative with a table or chart of implementation activities, milestones, responsibilities, and probable cost estimates.

Project Schedule (Exhibit B)

The project schedule for this project will be nine months, with notice to proceed (NTP), end date, and public input to coincide with the Coastal Communities Transportation Master Plan (CCTMP). The CCTMP RFQ documents anticipate that the CCTMP will start in October, 2006. This project is anticipated to start at that time. If after the CCTMP RFQ is released and the coastal communities do not award the CCTMP, the project will remain at a nine (9) month duration with a start date in October, 2006.

The schedule of effort and task completion will also be determined to coincide with the project schedule for the CCTMP. A detailed schedule will be provided in coordination with the CCTMP schedule, before the NTP

Project Budget (Exhibit C)

The cost for the project is to be $125,300, with the cost breakouts as indicated in the table below.

Coastal Communities Transit	
Budget Categories	Budget
Faculty Salaries & Benefits	$ 92,720
Administrative Staff Salaries & Benefits	$ 2,897
Total Salaries and Benefits	$ 95,617
Expendable Equipment and Supplies	$ 7,600
Equipment	$ 0
Subcontractor	$ 0
Domestic Travel	$ 1,200
Total Direct Costs	$ 104,417
Indirect Costs @ 20%	$ 20,883
TOTAL COSTS	$ 125,300

The project team will include faculty, students, and secretarial and other support staff who will work directly on the project and whose costs are reflected in the direct costs of the project.

The cost breakout by task is provided below

Coastal Communities Transit		
		Budget
Task 1	Coordination and Public Involvement	$ 12,100
Task 2	Benefits	$ 19,100
Task 3	Impacts to Existing Ridership	$ 20,600
Task 4	Impacts to MDT Operations	$ 25,000
Task 5	Transit Facility Locations and Requirements	$ 21,000
Task 6	Recommendations and Implementation Plan	$ 27,500
TOTAL COSTS		$ 125,300

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Condensed Title:

Resolution consenting to the appointment of Jorge E. Chartrand as Capital Improvement Projects Director.

Key Intended Outcome Supported:

Ensure well designed quality capital projects.

Issue:

Shall the City Commission appoint Jorge E. Chartrand as the Capital Improvement Projects Director?

Item Summary/Recommendation:

A resolution consenting to the appointment of Jorge E. Chartrand as Capital Improvement Projects Director.

The Administration recommends approving the resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Ramiro Inguanzo, Chief of Staff

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		Jorge

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MIAMIBEACH

AGENDA ITEM C7Y
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CONSENTING TO THE APPOINTMENT OF JORGE E. CHARTRAND AS CAPITAL IMPROVEMENT PROJECTS DIRECTOR.**

ADMINISTRATION RECOMMENDATION

Pursuant to the requirements of Article IV, Section 4.02 of the City Charter it is recommended that the Mayor and Commission adopt the attached Resolution consenting to the appointment of Jorge E. Chartrand as Capital Improvement Projects Director.

ANALYSIS

Mr. Chartrand has been serving as the Acting Capital Improvement Projects (CIP) Director since March 1, 2005. Prior to this position, Mr. Chartrand joined the CIP office in 2001 and was promoted to CIP Assistant Director in 2002. Mr. Chartrand began his career with the City of Miami Beach in 1996 in the Construction Management Department. Prior to joining the City, Mr. Chartrand worked for Spillis Candela & Partners, an engineering and architectural firm, since 1974.

In his positions with the CIP office, Mr. Chartrand has played a major role in the development of a CIP plan; creating an effective structure for the management of the CIP office; developing organizational capacity to manage CIP projects; developing community infrastructure plans; delivering capital projects in accordance with the implementation plan; and ensuring community involvement with projects.

Mr. Chartrand has done a great job in his role as Acting CIP Director and has proven to be a valuable and effective leader. His continued commitment to the City and his leadership in the CIP area will help ensure that the City continues achieving its goals.

CONCLUSION

Mr. Chartrand has already begun his assignments as the CIP Director. While in most Council/Manager governments, Managers are typically granted broad authority to select key department heads; an old provision of our charter requires consent by Commission. Therefore, this recommendation is for consent.

JMG/TDH/RI

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Jorge E. Chartrand

EXPERIENCE SUMMARY

Close to thirty six years of experience in the planning, design, project management, and construction management of multiple types of projects such as hospitals, corporate facilities, educational facilities, institutional and government buildings. Also participated in management and marketing while with a large Architectural/Engineering firm in South Florida.

EMPLOYMENT HISTORY

1996 to the present – various positions with the City of Miami Beach. Began as Construction Manager in the Public Works Department, promoted to Capital Projects Coordinator, Assistant Director and Acting Director with the Capital Improvement Projects Office.

1974-1996 Associate Vice President with the firm of Spillis Candela & Partners (currently DMJM). Involved in the design of mechanical and fire protection installations for varied types of projects up to a value of $100 million. Project manager for a variety of projects. Division Manager of the Plumbing and Fire Protection Section at Spillis Candela. Member of the Marketing and Management Committees.

1970-1974 Shelton & Zajac Engineers – Project designer and project manager for a variety of projects.

1969-1974 Several local engineering firms as designer of mechanical systems.

EDUCATION

1978 – Bachelor of Arts in Philosophy – Florida International University

1982 – Master of Arts in Philosophy – University of Miami

1995 – Master of Business Administration – University of Miami

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CONSENTING TO THE APPOINTMENT OF JORGE E. CHARTRAND AS CAPITAL IMPROVEMENT PROJECTS DIRECTOR.

WHEREAS, the City Manager has appointed Jorge E. Chartrand as Capital Improvement Projects Director; and,

WHEREAS, pursuant to Section 4.02 of the City of Miami Beach Charter, the City Manager has power to appoint directors of City departments with the consent and confirmance of the Mayor and City Commission; and,

WHEREAS, the Mayor and City Commission wish to consent and confirm the appointment of Jorge E. Chartrand as Capital Improvement Projects Director.

NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission have consented to and confirmed the appointment of Jorge E. Chartrand as Capital Improvement Projects Director.

PASSED and ADOPTED this 7th day of December, 2005.

ATTEST:

CITY CLERK	**MAYOR**

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

Donald Papp 11/30/05

City Attorney Date

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Condensed Title:

Reappointment of Jimmy L. Morales, Esquire, as Chief Special Master.

Key Intended Outcome Supported:

Increase resident satisfaction with level of code enforcement.

Issue:

Shall Jimmy L. Morales, Esquire, be reappointed for a six month term beginning January 1, 2006, and ending June 30, 2006, or until a successor has been appointed?

Item Summary/Recommendation:

The attached two Resolutions provide for the reappointment by the City Commission of Jimmy L. Morales, Esquire. One Resolution reappoints Mr. Morales as Chief Special Master for Code Enforcement violations under Chapter 30 of the City Code; the other Resolution reappoints Mr. Morales to hear appeals from citations and violations or denials, suspensions, and revocations of occupational licenses and certificates of use pursuant to Chapter 102 of the Miami Beach City Code.

Mr. Morales is an active member of the Florida Bar, in good standing, and was first appointed as Chief Special Master on May 18, 2005.

The Administration recommends approving the Resolutions.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Bob Parcher, City Clerk

Sign-Offs:

Department Director	Assistant City Manager	City Manager
RZP	Hilda M. Fernandez	[signature]

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MIAMIBEACH

AGENDA ITEM C72
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

Murray Dubbin, City Attorney

DATE: December 7, 2005

SUBJECT: **APPOINTMENT OF CHIEF SPECIAL MASTER**
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE MIAMI BEACH CITY MANAGER AND CITY ATTORNEY, PURSUANT TO SECTION 30-36 OF THE CODE OF THE CITY OF MIAMI BEACH, CONCERNING THE REAPPOINTMENT OF JIMMY L. MORALES, ESQUIRE, TO SERVE AS CHIEF SPECIAL MASTER, COMMENCING JANUARY 1, 2006, AND ENDING JUNE 30, 2006, WHO SHALL BE AUTHORIZED TO HOLD HEARINGS AND IMPOSE FINES, LIENS AND OTHER NON-CRIMINAL PENALTIES AGAINST VIOLATORS OF THE CITY AND COUNTY CODES AND ORDINANCES, AND SHALL ALSO BE AUTHORIZED TO APPOINT SUCH OTHER SPECIAL MASTERS AS MAY REASONABLY BE REQUIRED TO CONDUCT THE SUBJECT HEARINGS; INCORPORATING ALL OTHER MATTERS SET FORTH WITHIN CITY OF MIAMI BEACH CITY CODE CHAPTER 30, SECTION 30-37(A) CONCERNING THE COMPENSATION AND DUTIES OF THE CHIEF SPECIAL MASTER.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND CITY ATTORNEY, PURSUANT TO SECTIONS 30-36 AND 102-356 OF THE CODE OF THE CITY OF MIAMI BEACH, CONCERNING THE REAPPOINTMENT OF JIMMY L. MORALES, ESQUIRE, TO SERVE AS CHIEF SPECIAL MASTER PURSUANT TO CHAPTER 30 OF THE CODE AND TO SERVE AS "DESIGNEE" PURSUANT TO SECTION 102-356 OF THE CITY CODE, COMMENCING JANUARY 1, 2006 AND ENDING JUNE 30, 2006, WHO SHALL BE AUTHORIZED TO HOLD ADMINISTRATIVE HEARINGS REGARDING APPEALS FROM CITATIONS FOR VIOLATIONS OF CITY AND COUNTY CODES AND ORDINANCES, AND REGARDING DENIALS, SUSPENSIONS, AND REVOCATIONS OF OCCUPATIONAL LICENSES, CERTIFICATES OF USE AND PERMITS AS PROVIDED BY THE CITY CODE, AND TO APPOINT SUCH OTHER SPECIAL MASTERS AS MAY REASONABLY BE REQUIRED TO CONDUCT SUCH HEARINGS PURSUANT TO CITY ORDINANCES.

ADMINISTRATION RECOMMENDATION

Adopt the Resolutions.

ANALYSIS

The attached two Resolutions provide for the reappointment by the City Commission of Jimmy L. Morales, Esquire. One Resolution reappoints Mr. Morales as Chief Special Master for Code Enforcement violations under Chapter 30 of the City Code; the other Resolution reappoints Mr. Morales to hear appeals from citations and violations or denials, suspensions, and revocations of occupational licenses and certificates of use pursuant to Chapter 102 of the Miami Beach City Code.

Mr. Morales is an active member of the Florida Bar, in good standing, and was first appointed as Chief Special Master on May 18, 2005.

Mr. Morales has a long history of service to the community, served as Chairman of the Dade Community Foundation, Board Member with the Neighborhood Lending Partners of South Florida, and as a mentor with the 5,000 Role Models of Excellence Project. He has also served on numerous not-for-profit boards, including American Red Cross, Crimestoppers of Miami-Dade County, the East Little Havana Community Development Corporation, Aspira of Florida and the Girl Scout Council of Tropical Florida. Mr. Morales is a graduate of both the Leadership Miami and Leadership Florida Programs. He is the recipient of the Bill Colson Leadership Award for the Leadership Miami program of the Greater Miami Chamber of Commerce. Mr. Morales served on the Miami-Dade County Commission for eight years. Prior to his elected office, he served for several years as Chairman of the Code Enforcement Board of the City of Miami.

Mr. Morales has demonstrated that he has the knowledge, skills and abilities, to perform as Chief Special Master. He will continue to serve this City with distinction, and his reappointment will best serve the interests of the City. As such, the subject Resolutions should be adopted.

JG:REP:LRM:lm

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE MIAMI BEACH CITY MANAGER AND CITY ATTORNEY, PURSUANT TO SECTION 30-36 OF THE CODE OF THE CITY OF MIAMI BEACH, CONCERNING THE REAPPOINTMENT OF JIMMY L. MORALES, ESQUIRE, TO SERVE AS CHIEF SPECIAL MASTER, COMMENCING JANUARY 1, 2006, AND ENDING JUNE 30, 2006, WHO SHALL BE AUTHORIZED TO HOLD HEARINGS AND IMPOSE FINES, LIENS AND OTHER NON-CRIMINAL PENALTIES AGAINST VIOLATORS OF THE CITY AND COUNTY CODES AND ORDINANCES, AND SHALL ALSO BE AUTHORIZED TO APPOINT SUCH OTHER SPECIAL MASTERS AS MAY REASONABLY BE REQUIRED TO CONDUCT THE SUBJECT HEARINGS; INCORPORATING ALL OTHER MATTERS SET FORTH WITHIN CITY OF MIAMI BEACH CITY CODE CHAPTER 30, SECTION 30-37(A) CONCERNING THE COMPENSATION AND DUTIES OF THE CHIEF SPECIAL MASTER.

WHEREAS, Section 30-2 of the Code of the City of Miami Beach Governing "Code Enforcement" provides for an alternative code enforcement system wherein Special Masters are authorized to hold hearings and impose fines, liens and other non-criminal penalties against violators of City and County Codes and Ordinances; and,

WHEREAS, Section 30-36 of the City Code, entitled "Appointment of Chief Special Master," provides for the appointment of a Chief Special Master to fulfill the above referenced duties, with the authority to appoint such other Special Masters as reasonably required to conduct said hearings; and,

WHEREAS, pursuant to Section 30-36 of the City Code, appointment of the Chief Special Master is established upon the City Commission's acceptance by a majority vote of the recommendation for appointment of the City Manager and City Attorney; and,

WHEREAS, the City Manager and City Attorney hereby recommend reappointment of Jimmy L. Morales, Esquire, to fill the position of Chief Special Master for the City of Miami Beach; and,

WHEREAS, all other matters set forth within Section 30-37(a) of the City Code with regard to limitation on compensation to be paid to the Chief Special Master, as well as other duties of the Chief Special Master shall remain effect for a six month term commencing January 1, 2006, and ending June 30, 2006, or until a successor has been appointed.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the Miami Beach City Manager and City Attorney, pursuant to Section 30-36 of the City Code, concerning reappointment of Jimmy L. Morales, Esquire, to serve as Chief Special Master pursuant to Chapter 30 of the City Code, entitled "Code Enforcement;" said Chief Special Master to be authorized to hold hearings and impose fines, liens and other non-criminal penalties against violators of City and County Codes and Ordinances and is further authorized to appoint such other Special Masters as may be reasonably required to conduct the subject hearings; and, that all other matters set forth within Section 30-37(a) of the City Code, concerning the compensation of the chief Special Master as well as other duties of the Chief Special Master serving as Special Master, are incorporated herein and shall remain in effect for a six month term commencing January 1, 2006, and ending June 30, 2006, or until a successor has been appointed.

PASSED and ADOPTED this 7th day of December 2005.

ATTEST:

MAYOR
David Dermer

CITY CLERK
Robert Parcher

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney — Date 11/30/05

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND CITY ATTORNEY, PURSUANT TO SECTIONS 30-36 AND 102-356 OF THE CODE OF THE CITY OF MIAMI BEACH, CONCERNING THE REAPPOINTMENT OF JIMMY L. MORALES, ESQUIRE, TO SERVE AS CHIEF SPECIAL MASTER PURSUANT TO CHAPTER 30 OF THE CODE AND TO SERVE AS "DESIGNEE" PURSUANT TO SECTION 102-356 OF THE CITY CODE, COMMENCING JANUARY 1, 2006 AND ENDING JUNE 30, 2006, WHO SHALL BE AUTHORIZED TO HOLD ADMINISTRATIVE HEARINGS REGARDING APPEALS FROM CITATIONS FOR VIOLATIONS OF CITY AND COUNTY CODES AND ORDINANCES, AND REGARDING DENIALS, SUSPENSIONS, AND REVOCATIONS OF OCCUPATIONAL LICENSES, CERTIFICATES OF USE AND PERMITS AS PROVIDED BY THE CITY CODE, AND TO APPOINT SUCH OTHER SPECIAL MASTERS AS MAY REASONABLY BE REQUIRED TO CONDUCT SUCH HEARINGS PURSUANT TO CITY ORDINANCES.

WHEREAS, pursuant to the Code of the City of Miami Beach, upon prior recommendation of the City Manager, the City Commission by a majority vote may appoint a Chief Special Master who shall be authorized to hold hearings and impose fines, liens, and other non-criminal penalties against violations of City Ordinances, and may appoint a "Designee" pursuant to Section 102-356, who shall be authorized to hear appeals from citations for violations of City and County Codes and Ordinances and to conduct hearings regarding denials, suspensions and revocations of occupational licenses, certificates of use and permits as provided by the City Code, and who shall also be authorized to appoint such other Special Masters as may reasonably be required to conduct such rehearings pursuant to City Ordinances; and,

WHEREAS, the use of Special Masters under the direction of a Chief Special Master has proven to be an expeditious, cost effective and fair means of adjudicating issues relating to code violations; and,

WHEREAS, the City Manager and City Attorney have recommended the reappointment of Jimmy L. Morales, Esquire, as the Chief Special Master and "Designee" for a six month term commencing January 1, 2006, and ending June 30, 2006, or until a successor has been appointed.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the City Commission hereby accepts the recommendation of the City Manager and City Attorney, and reappoints Jimmy L. Morales, Esquire, to serve as Chief Special Master and "Designee," for a six month term commencing January 1, 2006, and ending June 30, 2006, or until a successor has been appointed, who shall be authorized to hold hearings and impose fines, liens and non-criminal penalties against violators of City and County Ordinances and who shall be authorized to hear appeals from citations for violations of City and County Ordinances, and to conduct hearings regarding denials, suspensions and revocations of occupational licenses, certificates of use and permits as provided by the City Code, and who shall also be authorized to appoint such other Special Masters as may reasonably be required to conduct such hearings as may be required pursuant to City Ordinances.

PASSED and ADOPTED this 7th day of December, 2005.

ATTEST:

MAYOR
David Dermer

CITY CLERK
Robert Parcher

T:\AGENDA\2005\Dec0705\Consent\Morales - Chapter 102.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney — Date 11/30/05

Condensed Title:

Resolution authorizing the puchase of All Risk Property Insurance (Fine Arts) from Lloyds Underwriters for the Bass Museum and the City in general for an annual premium of $50,000.00 with option to renew as recommended by Arthur J. Gallagher and Co., the City's Broker of Record.

Key Intended Outcome Supported:

Increase Community Ratings of Cultural Activities.

Issue:

Property Insurance (Fine Arts) for the Bass Museum of Art and the City in general is necessary to protect the interest of the City. Coverage applies to art owned and on loan to the City at all locations. The City budgets $50,000 to cover the premium costs. Self-insurance is not recommended as the current estimated value of all art is $27,000,000.

Item Summary/Recommendation:

Approve the purchase of Property Insurance (Fine Arts) for the Bass Museum and the City in general from Lloyds Underwriters.

Advisory Board Recommendation:

Non Applicable

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$50,000.00	540.1792.000390	
2			
3			
4			
Total	$50,000.00		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Cliff Leonard

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Maryanne Buttacavoli		

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MIAMIBEACH

AGENDA ITEM C7AA
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE PURCHASE OF ALL RISK PROPERTY INSURANCE (FINE ARTS) FOR THE BASS MUSEUM OF ART AND THE CITY IN GENERAL, FOR AN ANNUAL PREMIUM OF $50,000.00, FOR A ONE-YEAR PERIOD, WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS, PROVIDED THE ANNUAL RATE DOES NOT INCREASE BY MORE THAN TWENTY PERCENT (20%) PER YEAR, AS PROPOSED, WITH LLOYDS UNDERWRITERS.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

ANALYSIS

The City's Bass Museum property insurance needs are covered by All Risk Property Insurance (Fine Arts). This insurance provides coverage at the Bass Museum, its storage facilities, various sculptures located outside the museum, and art on loan to the Bass Museum and the City.

The current policy with Lloyds Underwriters expires on December 31, 2005. The annual premium for the expiring policy is $38,500.00. The City's broker, Arthur J. Gallagher Co., following our directions, has identified a replacement policy with Lloyds Underwriters. The new policy, which would be effective on December 31, 2005, provides for All Risk Property Insurance with the only changes being an increase in the windstorm deductible from $5,000.00 to $25,000.00. The new annual premium is $50,000.00 representing an annual increase of thirty percent.

The increase in premium is due to current market conditions and this year's increase in named windstorms/hurricanes. The museum is considered a high risk by insurance underwriters as compared to offsite storage as it is open to the general public and exposure for an island community is greater for direct damage due to hurricane and flood.

As a result of changes in the marketplace, there are limited markets for this type of specialized coverage and many are subject to high minimum premiums. Arthur J. Gallagher and Co., has advised that Lloyds Underwriters is the only market able to provide the required coverage, pricing and terms. The City has been able to continue this level of coverage due to a long-term relationship with Lloyds Underwriters.

The policy provides for annual renewal. The Administration is seeking authorization to purchase a new policy with option to renew for two additional years provided that the annual rate does not exceed twenty percent. The Administration has reviewed with the City's broker and they concur that the twenty percent cap for the renewal rate is reasonable

The Administration recommends that purchase of the All Risk Property Insurance (Fine Arts) for the Bass Museum of Art and the City in general for an annual premium of $50,000.00 with option to renew, as proposed.

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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE PURCHASE OF ALL RISK PROPERTY INSURANCE (FINE ARTS) FOR THE BASS MUSEUM OF ART AND THE CITY IN GENERAL, FOR AN ANNUAL PREMIUM OF $50,000.00 FOR A ONE-YEAR PERIOD, WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS, PROVIDED THE ANNUAL RATE DOES NOT INCREASE BY MORE THAN TWENTY PERCENT (20%) PER YEAR, AS PROPOSED, WITH LLOYDS UNDERWRITERS.

WHEREAS, as proposed by Arthur J. Gallagher and Co., the City's broker of record, the Administration herein recommends the purchase of All Risk Property Insurance (Fine Arts) for the Bass Museum of Art and the City in general, with Lloyds Underwriters, for a total annual premium of $50,000.00 for a one-year period, with option to renew for two (2) additional years, provided the annual rate does not increase by more than twenty percent (20%); and

WHEREAS, funding is available from the Self Insurance Fund Number 540.1792.000390.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby approves the purchase of All Risk Property Insurance (Fine Arts), for the Bass Museum of Art and the City in general, for an annual premium of $50,000.00, for a one-year period, with option to renew with Lloyds Underwriters for two (2) additional years, provided the annual rate does not increase by more than twenty percent (20%).

PASSED AND ADOPTED this ____ day of _____, 2005.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 11/30/05 Date

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Condensed Title:

A Resolution Accepting The City Manager's Ranking Of Firms Relative To Request For Proposals (RFP) No. 39-04/05, To Select A Consultant To Provide Pilot Network(s) Management And Testing And Project Management Services For The City Of Miami Beach Wireless Broadband Network Initiative (WiFi); Authorizing The Administration To Enter Into Negotiations With The Top-Ranked Firm Of Civitium, And Should The Administration Not Be Able To Successfully Negotiate An Agreement With The Top-Ranked Firm, Authorizing The Administration To Enter Into Negotiations With The Second-Ranked Firm Of Excelsio Communication Corporation; Authorizing The Mayor And City Clerk To Execute An Agreement Upon Completion Of Successful Negotiations By The Administration, In The Base Estimated Amount Of $56,000; And Further Appropriating Funds In The Amount Of $56,000, From The Information And Communication Technology Fund.

Key Intended Outcome Supported:

Process Improved Through Information Technology.

Issue:

Shall the City Commission Accept the City Manager's Recommendations?

Item Summary/Recommendation:

The City of Miami Beach (the "City") has established a goal to use wireless broadband technology to strengthen public safety, increase government efficiency in delivery of services, and provide a basic level of access to City residents and visitors. The City specifically plans to use wireless broadband technology to support: Public safety mobile access city-wide; Mobile access for other Miami Beach government agencies; Hot zone access for targeted commercial areas; and Recurring cost savings for internal government network use.

The Committee unanimously recommended Civitium as the top rank consultant and Excelsio Communications as the second ranked consultant.

Civitium is a management and technology consulting firm focused on assisting cities in the planning, design and deployment of wireless broadband technology as the foundation for Digital Communities. Based on our experience in cities including Philadelphia, San Francisco, Houston, Portland, and New Haven, Civitium has the skills necessary to provide the pilot network planning and project management services the City is requesting.

APPROVE THE CITY MANAGER'S RECOMMENDATIONS.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	$56,000.00	Information & Communication Technology Fund.	
	2			
	3			
OBPI	Total	$56,000.00		

City Clerk's Office Legislative Tracking:

Gus Lopez, ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GA	PDW	JMG

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MIAMIBEACH

AGENDA ITEM C7BB
DATE 12-7-05

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE CITY MANAGER'S RANKING OF FIRMS RELATIVE TO REQUEST FOR PROPOSALS (RFP) NO. 39-04/05, TO SELECT A CONSULTANT TO PROVIDE PILOT NETWORK(S) MANAGEMENT AND TESTING AND PROJECT MANAGEMENT SERVICES FOR THE CITY OF MIAMI BEACH WIRELESS BROADBAND NETWORK INITIATIVE (WiFi); AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF CIVITIUM, AND SHOULD THE ADMINISTRATION NOT BE ABLE TO SUCCESSFULLY NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE SECOND-RANKED FIRM OF EXCELSIO COMMUNICATION CORPORATION; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION, IN THE BASE ESTIMATED AMOUNT OF $56,000; AND FURTHER APPROPRIATING FUNDS IN THE AMOUNT OF $56,000, FROM THE INFORMATION AND COMMUNICATION TECHNOLOGY FUND.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Information and Communication Technology Fund.

BACKGROUND

The City of Miami Beach (the "City") has established a goal to use wireless broadband technology to strengthen public safety, increase government efficiency in delivery of services, and provide a basic level of access to City residents and visitors.

The City specifically plans to use wireless broadband technology to support:

Public safety mobile access city-wide;
Mobile access for other Miami Beach government agencies;
Hot zone access for targeted commercial areas; and,

Recurring cost savings for internal government network use.

RFP PROCESS

On October 19th, 2005, the Mayor and City Commission approved the issuance of a Request for Proposals (RFP) to select a Consultant to provide Pilot Network(s) Management and Testing and Project Management Services for the City Of Miami Beach Wireless Broadband Network Initiative ("WiFi").

The RFP was issued on September 2, 2005, with a wide vendor outreach that included but was not limited to the 19 notifications: Internet search and e-mail notifications and Mailing lists from other agencies who have initiated and/or implemented WiFi projects.

Procurement issued notices to consultants which resulted in receipt of the following three proposals: 1. Civitium; 2. Excelsio Communications; and 3. Cyan Line.

The City Manager via letter to Commission (LTC) No. 275-2005 appointed the following Evaluation Committee members (the "Committee"):

Gladys Acosta, Acting Information Technology Director
Phillip Cousins, Miami Beach Resident
Larry Herrup, CPA, Miami Beach Resident
Terry Jonas, Miami Beach Resident, Systems Analyst
Nelson Martinez, Systems Support Manager
Mark Needle, Miami Beach Resident, Co-Chair of Technology Access Coalition
Patricia Schneider, Assistant Police Chief

Committee Members Phillip Cousins and Patricia Schneider were unable to attend the Committee meeting due to previous engagements.

The Committee convened on November 29, 2005, and was provided with a project overview in background information relative to this RFP. Additionally, the Committee was provided with information relative to the Government in the Sunshine Laws and the City's Cone of Silence requirements.

The Committee discussed the following evaluation criteria, which was used to evaluate and rank each Proposal:

Criteria	**Weight**
Experience and Qualifications of the Proposer	25%
Experience and Qualifications of the Individuals Assigned to Provide Pilot Network(s) Management Testing	15%
Experience and Qualifications of the Individuals Assigned to Provide Project Management Services	15%

References provided by the Proposer..... 20%

Proposed Fees.....25%

Total: **100%**

The Committee proceeded to discuss the pros and cons of each proposal and during deliberations proceed to rank the Consultants as follows:

	Mark Needle	Nelson Martinez	Gladys Acosta	Terry Jonas	Larry Herrup
Excelsio Communications	86	58	70	70	80
Cyan Line	73	45	55	50	55
Civitium	92	80	95	95	100

The Committee unanimously recommended Civitium as the top rank consultant and Excelsio Communications as the second ranked consultant.

Civitium is a management and technology consulting firm focused on assisting cities in the planning, design and deployment of wireless broadband technology as the foundation for Digital Communities. Based on their experience in cities including Philadelphia, San Francisco, Houston, Portland, and New Haven, Civitium has the skills necessary to provide the pilot network planning and project management services the City is requesting. Civitium has been involved in many of the earliest and most high profile municipal wireless deployments including:

- Civitium's founders conducted the industry's first large-scale, countrywide wireless broadband feasibility study in late 2004 for Houston County, GA. The study, sponsored by Intel Corporation, Siemens Ag and Alvarion Ltd., included a pilot deployment of a pre-WiMAX solution covering over 250 square miles of the County.

- Civitium is currently the lead management and technology consulting firm for the City of Philadelphia, PA, providing advisory services to the Honorable Mayor John F. Street, CIO Dianah Neff and Wireless Philadelphia TM Board of Directors.

- Civitium authorized the Wireless Philadelphia Business plan and Request for Proposal (RFP), and is contracted throughout the lifecycle of the project to provide answers to vendor questions, and analysis of vendor responses and program management of the selected vendor during the design and deployment phases. Civitium completed a 135 square-mile citywide radio frequency (RF)

study for the Philadelphia, the largest and most comprehensive of its kind in the industry.

- Civitium has been retained by the Wireless Philadelphia TM non-profit board to provide project management services for the 135 square mile wireless network deployment.

- Civitium was recently selected to provide advisory services for the City and County of San Francisco CA to study the feasibility of their wireless broadband initiative.

- Civitium is currently the lead management and technology consulting firm for the City of Houston, TX, having provided a detailed analysis of vendor to the city's RFP for 650 square mile wireless network. Civitium also performed a hands-on evaluation of eight pilot networks deployed by the city to study performances, scalability and reliability.

CITY MANAGER'S REVIEW

The City Manager has reviewed the Committee's recommendation and concurs with the ranking of Consultants.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution which accepts the City Manager's ranking of firms relative to Request for Proposals (RFP) No. 39-04/05, to select a Consultant to provide Pilot Network(s) Management and Testing and Project Management Services for the City of Miami Beach Wireless Broadband Network Initiative (WiFi); authorizes the Administration to enter into negotiations with the top-ranked firm of Civitium, and should the Administration not be able to successfully negotiate an Agreement with the top-ranked firm, authorizes the Administration to enter into negotiations with the second-ranked firm of Excelsio Communication Corporation; authorizes the Mayor and City Clerk to execute an Agreement upon completion of successful negotiations by the Administration, in the estimated amount of $56,000; and further appropriating funds in the amount of $56,000, from the Information and Communication Technology Fund.

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RESOLUTION TO BE SUBMITTED

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