

MIAMI BEACH

City Commission Meeting

SUPPLEMENTAL MATERIAL

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
December 8, 2010

Mayor Matti Herrera Bower
Vice-Mayor Michael Góngora
Commissioner Jorge Exposito
Commissioner Jerry Libbin
Commissioner Edward L. Tobin
Commissioner Deede Weithorn
Commissioner Jonah Wolfson

City Manager Jorge M. Gonzalez
City Attorney Jose Smith
City Clerk Robert E. Parcher

Visit us at www.miamibeachfl.gov for agendas and video "streaming" of City Commission Meetings.

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.

SUPPLEMENTAL AGENDA

C7 - Resolutions

- C7F A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Consent To Assignment And First Amendment To Job Order Contract (JOC) No. 23-08/09, Between The City And Unitech Builders Corp., Which Provides For Unitech To Assign The JOC Contract To David Mancini And Sons, Inc.
(Procurement)
(Revised Contract)

R9 - New Business and Commission Requests

- R9E Discussion Regarding Crime On Venetian Island And Throughout The City.
(Requested by Commissioner Edward L. Tobin)
(Additional Information)

**CONSENT TO ASSIGNMENT
AND
FIRST AMENDMENT TO JOB ORDER CONTRACT (JOC)
NO. 23-08/09
WITH
UNITECH BUILDERS, CORP. DATED JULY 15,2009**

The Consent to Assignment and First Amendment to Job Order Contract (JOC) No. 23-08/09, to provide Horizontal Construction Projects, dated July 15, 2009, is entered into this 8th day of December 2010 (Effective Date), by and among the **City of Miami Beach**, a Florida municipal corporation, whose address is 1700 Convention Center Drive, Miami Beach, Florida 33139; **Unitech Builders, Corp.**, a Florida corporation, whose principal address is 16115 SW 117 Avenue, Suite 23, Miami, Florida 33177, as Assignor of aforesated JOC Contract; and **David Mancini and Sons, Inc.**, a Florida corporation, whose principal address is 1931 NW 40 Court, Pompano Beach, FL 33064, as the new JOC Contractor and Assignee under said assignment (as herein below consented to by the City).

WITNESSETH:

WHEREAS, on July 15, 2009, the City of Miami Beach, Florida (the City) entered into a JOC contract with Unitech Builders, Corp. (Contractor and/or Assignor) pursuant to Job Order Contract (JOC) No. 23-08/09, to provide Horizontal Construction Projects (the JOC Contract); and

WHEREAS, Contractor now wishes to assign the JOC Contract to David Mancini and Sons, Inc. (Assignee or the new JOC Contractor); and

WHEREAS, pursuant to Section 18.1 of the JOC Contract, assignment of the JOC Contract requires the written consent of the Mayor and City Commission; and

WHEREAS, the Administration has exercised its due diligence on the new JOC Contractor and recommends said assignment; and

WHEREAS, at its regular meeting on December 8, 2010, the Mayor and City Commission approved the following Consent to Assignment and First Amendment to the JOC Contract; and

WHEREAS, the following Consent to Assignment and First Amendment to the JOC Contract, shall have an effective date of December 8, 2010, and remain in effect throughout the remainder of the current term of the JOC Contract, scheduled to expire July 14, 2014; and

WHEREAS, notwithstanding the requested assignment, David Mancini and Sons, Inc. will assume all of the remaining obligations and responsibilities originally undertaken by Unitech Builders, Corp.

Agenda Item C7F

Date 12-8-10

NOW, THEREFORE, the City, Assignor, and the new JOC Contractor/Assignee, for and in consideration of the mutual covenants, agreements and undertakings herein contained, do by these presents mutually covenant and agree to assign and amend JOC Contract No. 23-08/09, as follows:

1. The City hereby consents to the assignment of the JOC Contract, from Unitech Builders, Corp. (also referred to as the Contractor/Assignor), to David Mancini and Sons, Inc. (also referred to as new JOC Contractor/Assignee). Assignor and new JOC Contractor/Assignee hereby acknowledge and agree to said assignment, and Assignee further agrees to be bound by the terms and conditions of the JOC Contract, as amended by this Consent to Assignment and First Amendment; all as further evidenced by the parties' execution of the Consent to Assignment, attached hereto and incorporated herein as Exhibit A.
2. On or before the Effective Date, the new JOC Contractor shall furnish to the City's Risk Manager, Certificates of Insurance or endorsements evidencing the insurance coverage specified in Article 7, entitled "Insurance", on pages 39 and 40 of the JOC Contract.
3. On or before the Effective Date, the new JOC Contractor shall agree to provide Performance and Payment Bonds, each in the amount of one million dollars (\$1,000,000), guaranteeing to City the completion and performance of the work covered in the JOC Contract, as well as full payment of all suppliers, laborers, and subcontractors, pursuant to General Conditions, Section 00400, Paragraph 4, entitled "Performance Bond and Payment Bond", on pages 36 and 37 of the JOC Contract.
4. Section 6.6, entitled "Notices", on page 8 of the JOC Contract, shall be amended, in part (deleted items ~~struck through~~ and inserted items underlined), to reflect the new JOC Contractor's contact information as follows:

The address for notices to Contractor is:

~~Unitech Builders Corporation
Attn: Anthony Gomez
16115 SW 117 Avenue, Bay 23
Miami, Florida 33177~~

David Mancini and Sons, Inc.
1931 NW 40 Court
Pompano Beach, Florida 33064
Attn: David Mancini

5. Notwithstanding the City's consent to this Assignment, and new JOC Contractor/Assignee's acceptance, Contractor/Assignor shall continue to indemnify and hold harmless the City, its officers, agents, directors, and employees, from any causes of actions, claims, proceedings, liabilities, damages, losses, and costs (including, but not limited to, reasonable attorneys fees), arising out of, caused by, or otherwise due to, the

negligence, recklessness, or intentional wrongful misconduct of Contractor/Assignor, and/or persons employed or utilized by Contractor/Assignor in the performance of any work and/or services under the JOC Contract for any previously completed and/or ongoing projects that Contractor/Assignor has worked on, and/or is continuing to work on, as of the Effective Date. In such cases, the City shall always have full recourse under the JOC Contract to Contractor/Assignor.

- 6. Except as otherwise specifically amended herein, all other terms and conditions of the JOC Contract, shall remain in full force and effect. In the event there is a conflict between the terms provided herein and the JOC Contract, the provisions of this Assignment and First Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
City Clerk
Robert Parcher

Mayor
Matti Herrera Bower

FOR ASSIGNOR:

UNITECH BUILDERS, CORP.

ATTEST:

By: _____
Secretary

Print Name

President

Print Name

FOR NEW CONTRACTOR/ASSIGNEE:

DAVID MANCINI AND SONS, INC.

ATTEST:

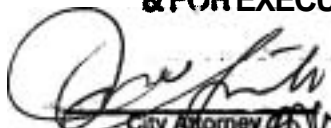
By: _____
Secretary

Print Name

President

Print Name

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney
Date 12/3/10

EXHIBIT A

CONSENT TO ASSIGNMENT

Job Order Contract (JOC) No. 23-08/09, dated July 15, 2009

This Assignment is being entered into on this 8th of December 2010, by and between UNITECH BUILDERS, CORP. (Assignor), a Florida corporation, and DAVID MANCIINI AND SONS, INC. (New JOC Contractor/Assignee), a Florida corporation whose principal address is 1931 NW 40 Court, Pompano Beach, FL 33064.

WITNESSETH, that for valuable consideration in hand paid by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor hereby assigns and transfers to the New JOC Contractor/Assignee, and Assignee hereby accepts, all of its right, title and interest in and to the following described agreements:

1. Assignee agrees to be bound and shall comply with all legal terms and conditions, and responsibilities outlined in JOC Contract No. 23-08/09;
2. Assignor will continue to honor and maintain all required warranties and responsibilities for previously completed projects and any ongoing project with the City, as of Effective Date (i.e. December 8, 2010); and
3. The parties before hereby agree and acknowledge that, notwithstanding the City's consent to this Assignment, and new JOC Contractor/Assignee's acceptance, Contractor/Assignor shall continue to indemnify and hold harmless the City, its officers, agents, directors, and employees, from any causes of actions, claims, proceedings, liabilities, damages, losses, and costs (including, but not limited to reasonable attorneys fees), arising out of, caused by, or otherwise due to, the negligence, recklessness, or intentional wrongful misconduct of Contractor/Assignor, and/or persons employed or utilized by Contractor in the performance of any work and/or services, under the JOC Contract for any previously completed and/or ongoing projects that Contractor/Assignor has worked on, and/or is continuing to work on, as of the Effective Date. In such cases, the City shall always have full recourse under the JOC Contract to Contractor/Assignor.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

UNITECH BUILDERS, CORP (Assignor)

By _____ Date _____
 President/ Signature

 Print Name

DAVID MANCINI AND SONS, INC (New JOC Contractor/Assignee)

By _____ Date _____
 President/ Signature

 Print Name

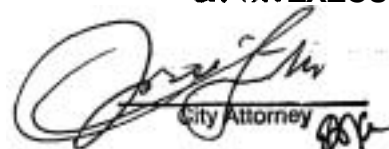
ATTEST:

 Secretary/ Signature

 Print Name

 Date

**APPROVED AS TO
 FORM & LANGUAGE
 & FOR EXECUTION**


 City Attorney
 Date 12/3/10

MIAMI BEACH

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

COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: December 8, 2010

SUBJECT: **REPORT ON CITYWIDE CRIME STATISTICS - DISCUSSION REQUESTED BY COMMISSIONER EDWARD L. TOBIN**

BACKGROUND

After receiving correspondence from residents in the Venetian Islands regarding recent burglaries, Commissioner Tobin requested that a detailed and comprehensive report be prepared on the crime statistics for the City of Miami Beach for the last nine (9) months as well as what strategies are being implemented in order to prevent crimes in the City.

Usually the administration reports crime statistics to the City Commission via Letters to Commission (LTCs) annually in February. MBPD is required to report on crimes to the Florida Department of Law Enforcement in the form of Uniform Crime Reporting (UCR). UCR Part I Crimes are composed of selected offenses, which are used by police administrators to determine and track fluctuations in the overall volume and rate of crime reported to law enforcement. The seven crime categories listed for UCR Part 1 Crimes consists of four violent crime categories which includes homicides, rapes, robberies, aggravated assaults and three property crime categories which include burglaries, larcenies, and vehicle/motor thefts.

This report provides a ten (10) year historical overview of reported UCR Part I Crimes (2000-2010), as well as a comparison of the City's crime rate for the period of January 1, 2009 through October 30, 2009 and January 1, 2010 through October 30, 2010. In addition, this report will provide the City Commission with MBPD's ongoing efforts to ensure the highest level of public safety services to the City's residents, businesses and visitors through visibility, proactive law enforcement strategies and community policing efforts.

Since this inquiry was precipitated by recent burglaries on the islands of the Venetian Causeway, a report was generated by the Criminal Investigations Division's Crime Analysis Office which revealed that the specific crime of burglary was down significantly from last year's figures. In 2009, a total of 17 burglary related crimes were reported for the Venetian Causeway, while a total of 8 burglary related crimes have been reported through the first 11 months of 2010. It should be noted that those burglaries also include curtilage related incidents (i.e. a bicycle stolen from the driveway of a residence).

That said, the residents have expressed that a perception of increased criminal activity on the islands of the Venetian Causeway exists, and as such, a comprehensive response has been developed by MBPD and implemented to address these concerns. This response includes an additional community policing officer, plain clothes details from the Crime Suppression Team, crime prevention efforts through the NROs, and increased Marine Patrol vigilance. On December 2, 2010, MBPD along with staff from the Office of the City Manager, met with the leadership of the Venetian Islands Homeowner's Association to discuss the residents' issues, as well as MBPD's efforts on their islands specifically.

Agenda Item R9E

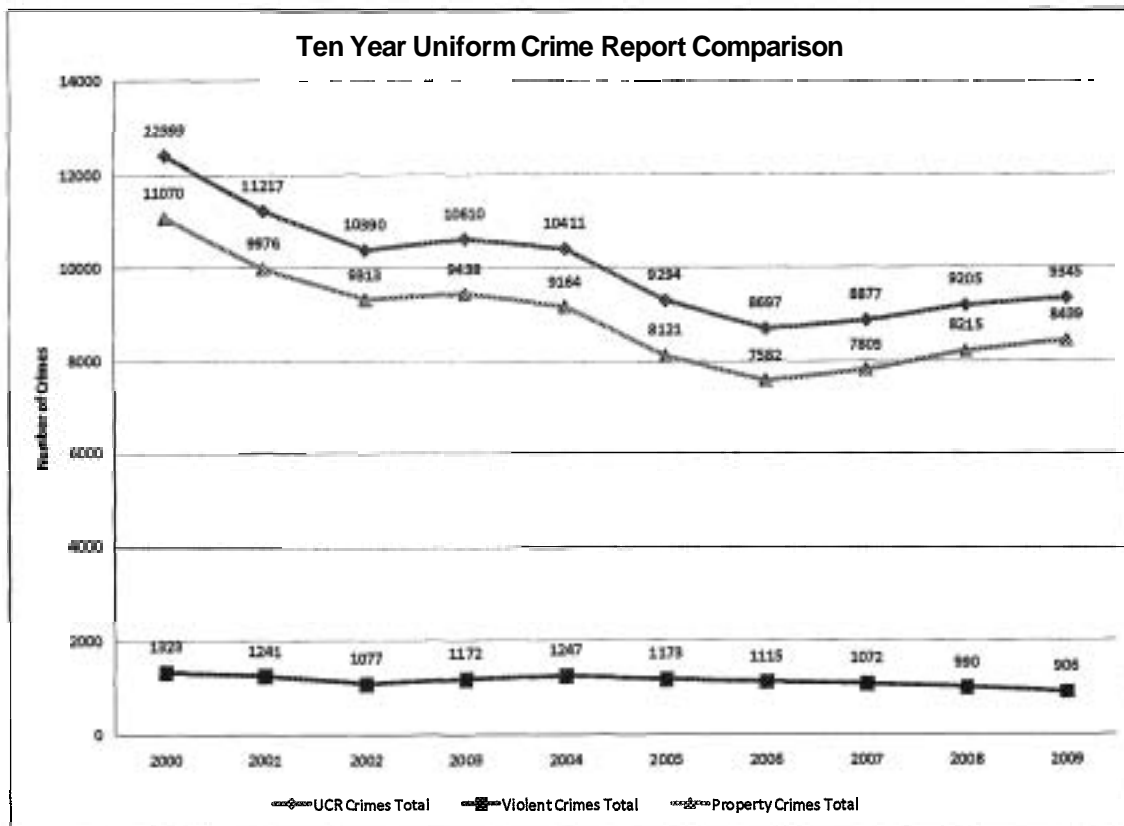
Date 12-8-10

ANALYSIS

Upon review and analysis of UCR Part I Crimes for the last ten (10) years, it is evident the MBPD's approach to public safety has yielded positive results for our community. Upon review and analysis of UCR Part I Crimes for 2000 to 2010, it is evident that violent crimes (homicides, rapes, robberies, and aggravated assaults) have increasingly declined, primarily due to the strategies implemented by MBPD. The City's crime rate is lower today than it was ten years ago.

Although overall crime has slightly increased over the last three years, the driver is primarily the significant increase in **LARCENY CRIMES** which are for the most part, crimes of opportunity, which could be affected by the greater number of visitors or a greater preponderance of opportunism.

It should also be noted that the aggregate total for all the other six UCR Part I crime categories, with the exception of larcenies, reflects a declining crime rate for those respective crime categories over that same three year period.



When comparing January 1 through October 31 in 2009 and 2010, violent crimes have decreased, except for aggravated battery. Aggravated battery includes domestic violence incidents, altercations in nightclubs and the like, which can be hard to prevent regardless of the amount of resources dedicated toward prevention. That said, overall violent crime for this same period of time reflects a decrease in 2010 of -1.16%.

For the same period, the overall property crime rate has increased by 3.73%. Again, the increase is largely driven by larceny and burglary, which are crimes of opportunity.

Crime Type	111109-10131109	111110-10131110	% Change
Homicide	7	7	0.00%
Rape	42	39	-7.14%
Robbery	363	310	-14.60%
Aggravated Battery	362	409	+12.98%
Subtotal Violent	774	765	-1.16%
Burglary	974	1,009	+3.59%
Larceny	5,611	5,922	+5.54%
Auto Theft	582	503	-13.57%
Subtotal Property	7,167	7,434	+3.73%
Crime Total	7,941	8,199	+3.25%

Although mid-year UCR Part I Crime reports reflect an 11.89% increase in the City's crime rate, it should be noted that crime statistics for 2010 have been steadily decreasing. It is important to highlight that the first six months of this year, have also been among the most active special events periods in recent Miami Beach history. Aside from the regular annual events, the City also played host to the Super Bowl, Pro-Bowl, and other high profile events. In addition to these events the City of Miami Beach experienced an unprecedented spring break period, with large numbers and visitors and exceeded the projected/usual involved time frame. The same issues were experienced during an extremely busy Memorial Day Weekend as well.

Strategies/Initiatives

The Police Department has and continues to aggressively combat crime through a variety of initiatives which are having a positive effect on these crime statistic numbers. Included with these initiatives are a significant number of outreach efforts with the business community, especially with the hotels and entertainment district. The various outreach efforts throughout the year incorporates a holistic department response to educate our City's business owners on how to become less vulnerable to criminal elements, better protect their patrons, and "target harden" their establishments. These outreach efforts have included symposiums at the Police Department as well as at various other venues throughout the City including the Loews Hotel. Another example of these efforts includes the outreach done by the Criminal Investigations Division's victim advocates prior to the spring break period to reduce the incidents of various crimes including sexual battery.

Throughout the year, the Department has also engaged in a plethora of proactive details using a combination of uniform and plain clothes personnel to address any developing crime trends and patterns throughout the City. These issues are continuously evaluated throughout the year to determine the best course of intervention from both a visibility and proactive stand point. These details consistently produce successful results and either deter or eliminate the intended criminal activity being targeted. The most recent example of this type of successful effort is the comprehensive initiative involving various components of the Police Department to address the increased perception of crime on the Venetian Causeway.

Other initiatives designed to prevent and address crime throughout the City includes, at times, task force operations, especially when a larger scale deployment is involved. One example of a task force operation is the Police Department's current Holiday Enhancement / Crime Reduction Detail, which runs for a period of approximately four weeks. This particular detail involves a Department-wide effort from every division of the Agency using primarily on-duty resources with a limited overtime component. Additionally, the MBPD routinely runs details throughout the year

using resources which include the U.S. Marshalls Office, the Miami-Dade Robbery Intervention Detail, and the Multi-Agency Gang Task Force, all of which the Miami Beach Police Department has personnel assigned to. These details provide tremendous flexibility and resources to address any significant issues on short notice with great efficiency.

Three of the Department's primary plain clothes units (Crime Suppression Team, Robbery Squad, and the Strategic Investigations Unit) are used strategically on a daily basis to have an immediate impact on a variety of crime issues. These three units respond to the most recent incidents that occur throughout the City, complaints received from a variety of sources, and are also used to address any developing "hot spots" which are identified. These three units have a high clearance rate, are highly productive, and are extremely effective. The Community Affairs Office has also been a highly effective unit, particularly when it comes to matters involving community policing issues. Through the work of the Neighborhood Resource Officers, homeowner, business owner and neighborhood associations work closely with the Police Department to resolve matters involving crime as well as quality of life issues. The Community Affairs Office also works closely with other City Departments to resolve concerns that fall under their respective overview and may have an impact on the aforementioned crime and quality of life issues. The NROs also maintain open lines of communication to keep the various named associations informed on any public safety issues.

Conclusion

It is important to note that a common thread through all the crime efforts/initiatives that drive the Police Department's public safety efforts is the crime analysis which is continually done through the Criminal Investigations Division to ensure that said efforts are intelligence driven. The information gathered through crime analysis involves activity which is current and provides data, which identifies how to maximize the use of the Department's resources.

Finally, a measure used to evaluate the Department's performance by the City is the Community Satisfaction Survey. This report shows that the Police Department's overall rating rose from 78% in 2007 to 83.9% in 2009, an increase of +5.9%, with the clear majority of all respondents suggesting they feel either "very safe" or "somewhat safe" in their neighborhood during the day.

Under the current administration, the Miami Beach Police Department prides itself on being extremely responsive to the needs of the community it serves. Understanding the challenges of these current difficult times that exist today with a struggling economy, threats of terrorism, and increased demands for public safety with diminishing resources, and endless stream of special/major events the Miami Beach Police Department strives to deliver law enforcement excellence each and every day by being proactive, vigilant, and professional.

For the record it is important to note that the Police Department is designated a Flagship Agency in 2009 by the Commission on Accreditation for Law Enforcement Agencies, Inc. for its professionalism, transparency and accountability, which includes best practices (especially with its policies and procedures).

JMG/CN/DM/tr