



MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Mayor Matti H. Bower and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 6, 2011

This shall serve as written notice that a meeting of the Finance and Citywide Projects Committee has been scheduled for December 6, 2011, at 3:30 P.M. in the City Manager's Large Conference Room.

The agenda is as follows:

OLD BUSINESS

REPORTS

NEW BUSINESS

1. **A discussion of a proposed modification of the promissory note dated February 5, 2007, between MBCDC: Meridian Place, LLC, a Florida Limited Liability Corporation, to the Miami Beach Redevelopment Agency; and to discuss a subordination of the City's Mortgages in favor of a mortgage made by a commercial lending institution (May 11, 2011 Commission Item C4A)**

Anna Parekh – Director of Real Estate Housing and Community Development

2. **Discussion concerning City Fees and Charges for Gay Pride 2012 (July 13, 2011 Commission Item C4G)**

Max Sklar – Cultural Arts & Tourism Development Director

3. **Discussion and review of City's Investment Policy (September 14, 2011 Commission Item C4K)**

Patricia Walker – Chief Financial Officer

4. **Discussion regarding the public beachfront concessions agreement**

Anna Parekh – Director of Real Estate Housing and Community
Development

**5. Request for approval to issue a Request for Proposals (RFP) for
security guard services (October 19, 2011 Commission Item C2A)**

Gus Lopez – Procurement Director
Ray Martinez – Assistant Police Chief
Saul Frances – Parking Director

**6. Discussion pertaining to the issuance of a Request for Proposals
(RFP) for auditing services for the City's (CAFR), (OMB A-133 Single
Audit), The Miami Beach Redevelopment Agency's basic financial
statements (RDA), ...(PSF), (VCA) financial statements, The Miami
Beach Convention Center, as managed by Global Spectrum, financial
statements, The Children's Trust Program, The Building Better
Communities Bonds Program, and The Safe Neighborhood Parks
and Bond Program (SNP) (September 14, 2011 Commission Item C7I)
(October 19, 2011 Commission Item C4D)**

Patricia Walker – Chief Financial Officer

**7. Discussion of Right-of-way recycling program (October 19, 2011
Commission Item R9J)**

Fred Beckman – Public Works Director

8. Discussion on FPL Franchise Payments to the City of Miami Beach

Fred Beckman – Public Works Director

**9. Discussion on Outsourcing of Lincoln Road mall Maintenance
Services**

Fred Beckman – Public Works Director

JMG/PDW/rs/th

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information on access for persons with disabilities, and/or any accommodation to
review any document or participate in any city-sponsored proceeding, please
contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five
days in advance to initiate your request. TTY users may also call 711 (Florida
Relay Service).*

Cc. Mayor and Members of the City Commission
Management Team

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COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: *Jorge M. Gonzalez for*
Jorge M. Gonzalez, City Manager

DATE: August 17, 2011

SUBJECT: **Discussion concerning City Fees and Charges for Gay Pride 2012.**

BACKGROUND

The subject discussion item was referred to the Finance and Citywide Projects Committee at the July 13, 2011 City Commission meeting.

In 2008, Mayor Bower created the Gay Business Development Ad Hoc Committee. One of the first initiatives of this Ad Hoc Committee was to establish a Miami Beach Gay Pride. In 2009 the Committee celebrated the inaugural Miami Beach Pride event and they have successfully produced the event for three (3) consecutive years.

The following is a breakdown of the fees charged by the City for Miami Beach Pride in each year of the event (W=Waived):

	2009		2010		2011	
Application Fee	(\$250.00)	W	(250.00)	W	(250.00)	W
Permit Fee	(\$250.00)	W	(500.00)	W	(500.00)	W
Vehicle Beach Access Passes	(\$1,200.00)	W	(3,000.00)	W	(4,500.00)	W
Square Footage Fee	3,475.00	-	10,390.00	-	5,130.65	-
Lummus Park User Fee	2,194.00	-	2,794.75	-	3,476.70	-
Police Personnel	3,923.00	-	8,264.00	-	8,414.50	-
Police Admin. Fees	(980.00)	W	(330.00)	W	(300.00)	W
Fire Personnel	0.00	-	520.00	-	520.00	-
Fire Admin. Fees	0.00	W	(104.00)	W	(104.00)	W
Parking Fees	1,920.00	-	3,300.00	-	3,300.00	-
Parking Admin. Fees	30.00	-	30.00	-	30.00	-
Sanitation Fees	2,963.49	-	775.00	-	1,219.81	-
Building Fees - Aprox.	463.60	-	1,117.24	-	766.40	-
TOTAL COSTS	\$12,289.09		\$23,006.99		\$17,204.06	
TOTAL WAIVERS	\$2,180.00		\$3,684.00		\$5,154.00	

As you are aware, the City does not provide waivers to any entity for hard costs (police and fire personnel, parking or sanitation), and cannot waive Building fees by State law.

JMG/HMF/MAS

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COMMITTEE MEMORANDUM

TO: Commissioner Deede Weithorn, Chair, and Members of the Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager

DATE: December 6, 2011

SUBJECT: **DISCUSSION REGARDING THE ADDITION OF ISRAELI BONDS AS AN ALLOWABLE INVESTMENT BY THE CITY**

BACKGROUND

On November 18, 1987, the City passed and adopted Ordinance No. 87-2588 which amended the Code of the City of Miami Beach by creating Chapter 18A entitled "Investment of Surplus Funds." This Chapter authorized the City to invest and reinvest any surplus public funds in such investments as US Government obligations, banker's acceptances, certificate of deposits, obligations issued by any state or territory of the United States, and other types of investment instruments.

On September 16, 1992, the City amended Ordinance No. 87-2588 by passing and adopting Ordinance No. 92-2793 which added commercial paper rated A-1 and P-1 from Moody's and Standard & Poor's as another allowable investment.

The City again amended Chapter 18A on March 15, 1997 by passing and adopting Ordinance No. 97-3074 which added corporate notes and bonds, money markets and mutual funds, fixed income mutual funds, mortgage-backed securities, external managed investment funds, and interest rate swaps agreements to the list of allowable investments instruments.

The City's Investment Policy and Procedures were officially adopted in writing on September 27, 1995 with the passage and adoption of Resolution No. 95-21726. This was a result of the passing of Chapter 218.415 of the Florida Statutes that required the adoption of a formal written investment policy by local governments.

On March 5, 1997, the City passed and adopted Resolution No. 97-22315 which adopted the percentages of the City's funds which may be invested in each investment category.

The last amendment to the Investment Policy was done in 2007 by the request of then Mayor David Dermer who wanted to add certain investments that the City should not invest in. He wanted to incorporate the State's "Protecting Florida's Investment Act" to the City's policy. This Act prohibited the investment of public funds managed by the City in any "Scrutinized Companies" with active business operations in Sudan or Iran, as listed by the State Board of Administration (SBA) on a quarterly basis. Thus, this Act was incorporated into the City's

Investment Policy by the adoption and passage of Resolution No. 2007-26602 on July 11, 2007.

ANALYSIS

The State of Florida, in the passing of Chapter 218.415, has allowed the investment in Israeli bonds. Chapter 218.415(16) specifically states that "(t)hose units of local government electing to adopt a written investment policy...may by resolution invest and reinvest any surplus public funds in their control or possession in: (f) rated or unrated bonds, notes, or instruments backed by the full faith and credit of the government of Israel."

Due to the State allowing investments in Israeli bonds, the City will be adding the investment of Israeli bonds as an allowable City investment with the approval of the Finance Committee and in turn by the City Commission,

In addition, we recommend the removal of Section L-Investment Committee from the Investment Policy and replacing it with Investment Advisor. The City has for several years now had Cutwater Investor Services Corp (formally known as MBIA Municipal Investors Services Corporation) as its Investment Advisor. They have provided the City with numerous investment opportunities especially in a market of declining interest rates. They also had the foresight of advising us not to investment in the Florida Local Government Investment Pool which froze all deposits/withdrawals in November 2007 that resulted in many governments from retrieving 100% of their investments. In addition, we have added a maximum percentage per issuer for each type of investment.

The City's Investment Policy has been reviewed by our Investment Advisors and the City, and we have made other minor changes to bring it into a more current status.

JMG/PDW



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**CITY OF MIAMI BEACH
INVESTMENT POLICY
AND PROCEDURE**

UNDER SEPARATE COVER

**CITY OF MIAMI BEACH
INVESTMENT POLICY AND PROCEDURE**

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Condensed Title:

Request For Approval To Issue A Request For Proposals (RFP) For Security Guard Services.

Key Intended Outcome Supported:

Increase Resident Rating of Public Safety Services

Supporting Data (Surveys, Environmental Scan, etc.): According to the 2008 Strategic Plan, 90% responded that they felt very safe or reasonably safe in their neighborhood during the day.

Issue:

Whether the City Commission should approve the issuance of the RFP?

Item Summary/Recommendation:

At the March 9, 2011 the Mayor and City Commission approved the Administration's recommendation to renew the contract with Security Alliance for two additional one-year terms and issue a Request for Proposals (RFP) by October 1, 2011 for security guard services.

The current Security Guard Contract with Security Alliance expires on April 30, 2012. At the City's sole option and discretion, the contract may be renewed for one (1) additional one-year period.

As a result of today's market conditions, the Administration has consistently elected not to exercise its renewal options, but rather has elected to issue new RFPs. It is the intent of this RFP to use the "Best Value" Procurement process to select a Security Guard Contractor with the experience and qualifications; the ability; capability, capacity; and proven past successful performance in providing high quality unarmed security guard services.

The results of the new RFP process will be compared to the existing contract, to determine if it's in the City's best interest to reject proposals or award a new contract.

APPROVE ISSUANCE OF THE RFP.

Advisory Board Recommendation:

The Finance and Citywide Projects Committee (the Committee) at its January 27, 2011 meeting retroactively approved the first-year renewal of Security Alliance's contract from May 1, 2010 to April 30, 2011; prospectively approved the second-year renewal of Security Alliance's contract from May 1, 2011 to April 30, 2012; and further authorized the issuance of a Request for Proposals (RFP) by October 1, 2011 (six months prior to contract expiration). The Committee also approved the issuance at its September 26, 2011 meeting.

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Gus Lopez, extension 6641.

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SF <i>[Signature]</i> RM	JGG <i>[Signature]</i> CN <i>[Signature]</i>	JMG <i>[Signature]</i>

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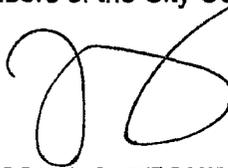




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COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission
FROM: Jorge M. Gonzalez, City Manager 
DATE: October 19, 2011
SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR SECURITY GUARD SERVICES.**

ADMINISTRATIVE RECOMMENDATION

Approve the issuance of the RFP.

KEY INTENDED OUTCOMES (KIOs) SUPPORTED

Increase resident rating of public safety services; and maintain crime rates at or below national trends.

BACKGROUND

The Finance and Citywide Projects Committee, at its January 26, 2010 meeting, recommended the issuance of a new Request for Proposals (RFP) for Security Guard Services and that the following information be incorporated as part of the RFP:

1. Training as an evaluation criteria;
2. Financial stability as requirement of the Successful Contractor; and
3. Language which states that the Living Wage rates are under review and is subject to change.

At its March 10, 2010 meeting, the Mayor and City Commission approved the issuance of an RFP for Security Guard Services.

The RFP was posted on BidSync and the Procurement's City website on March 10, 2010, with an original bid opening date of April 9, 2010. The bid was also advertised on the March 12, 2010, Daily Business Review publication.

A pre-proposal submission meeting was held on March 25, 2010, at which 42 interested agencies attended (includes telephone call-in).

At the May 20, 2010 Finance and Citywide Projects Committee, the deadline for submission of the proposals for the RFP for security guard services was extended to allow for an analysis on paid time off for employees covered by the Living Wage Ordinance, and the possible inclusion of paid time off in the RFP requirements. Subsequently, the RFP opening date was postponed.

The Finance and Citywide Projects Committee at its January 27, 2011 meeting, retroactively approved the first-year renewal of Security Alliance of Florida's ("Security Alliance") contract from May 1, 2010 to April 30, 2011; prospectively approved the second-year renewal of Security Alliance's contract from May 1, 2011 to April 30, 2012; and further authorized the issuance of a Request for Proposals (RFP) at least six (6) months prior to the expiration of the current contract.

The Mayor and City Commission at its March 9, 2011 meeting, approved the Finance and Citywide Projects Committee's recommendation, to exercise the first and second renewal option for the unarmed security services contract with Security Alliance and to issue a Request for Proposals (RFP) for the Security Guard Services Contract at least six (6) months prior to the expiration of the current contract.

The Finance and Citywide Projects Committee at its September 26, 2011 meeting, discussed an investigation that involved Security Alliance and "Rooms To Go" employees. After being briefed by the City Attorney's Office, the Committee's recommendation was to issue the RFP immediately.

CONTRACT TERM

Contract No. 34-05/06, was awarded to Security Alliance on April 2, 2007, with an effective date of May 1, 2007. The contract's basic term expired on April 30, 2010, and has been renewed for two additional one-year terms set to expire April 30, 2012. At the City's sole option and discretion, the contract may be renewed for one (1) additional one-year period through April 30, 2013.

As a result of today's market conditions, the Administration has consistently elected not to exercise its renewal options, but rather has elected to issue new RFPs. It is the intent of this RFP to use the "Best Value" Procurement process to select a Security Guard Contractor with the experience and qualifications; the ability; capability, capacity; and proven past successful performance in providing high quality unarmed security guard services.

The results of the new RFP process will be compared to the existing contract, to determine if it's in the City's best interest to reject proposals or award a new contract.

EVALUATION CRITERIA

The Evaluation Committee appointed by the City Manager will review all responsive proposals received and score and rank the Contractors based on the following criteria:

1. The experience and qualifications of the Contractor **(30 points)**;
2. The experience and qualifications of the Management Team **(15 points)**.
3. Past performance based on number and quality of the Performance Evaluation Surveys **(10 points)**;
4. Financial Strength as evidenced by financial statements **(10 points)**;
5. Total cost **(25 points)**;
6. Character, integrity, judgment and reputation of the contractor **(10 points)**.

FINANCIAL STATEMENTS

The selected Contractor shall have a minimum "A" rating from Standard & Poor or Moody's as of the due date of this RFP, if the company has a rating by either of those agencies. If the selected Contractor has no such rating because it is a non-profit entity or it is a non-stock organization and it has no long-term debt, then the selected Proposer shall submit financial statements showing a strong financial position, including strong asset to liability ratio, to be determined by the City. Additionally, the Successful Contractor must provide the City with a 100% Performance Bond.

COST PROPOSAL

The billing rate quoted shall include full compensation for labor, equipment use, travel time, hiring of security guards and any and all cost associated to the proposer in order to provide the City of Miami Beach with a Best Value Contract for Unarmed Security Guard Services.

Contractors will be asked to submit cost information based on the following:

<u>DESCRIPTION</u>	<u>EST. HOURS</u>	<u>BILLING RATES</u>	<u>TOTAL</u>
UNARMED GUARDS	130,000/year	\$ _____/hour	\$ _____
SUPERVISORS	30,000/year	\$ _____/hour	\$ _____
		GRAND TOTAL	\$ _____

ADD ALTERNATES

BILLING RATE

1. Issuance of warnings and violations as the City determines to be warranted to include:
 - a. dog off leash laws; \$ _____/violation
 - b. pooper scooper laws; and \$ _____/violation
 - c. littering. \$ _____/violation

2. Appearance of security guards and/or supervisors at Special Master Hearings when needed in support of the City's efforts to ensure compliance with City Code.
 - a. Security Guard \$ _____/appearance
 - b. Supervisor \$ _____/appearance

3. Guards certified in traffic control procedures \$ _____/hour

4. Issuance of warnings and violations as the City determines to be warranted to include:

¹ The City is not guaranteeing the number of hours and will reserve the right to adjust hours either up or down on an "as needed" basis.

- a. Skateboarding on Lincoln Road \$_____/violation
- b. Skateboarding and Bicycle riding on the Boardwalk \$_____/violation
- 5. Taking photographs of violations as the City determines to be warranted. \$_____/photograph
- 6. Costs associated with additional vehicle(s) \$_____/vehicle

The City reserves the right, at its sole discretion, to select none, any, or all Add Alternates.

MINIMUM REQUIREMENTS / QUALIFICATIONS

- a) The Security Guard Contractor shall submit incorporation or other business entity/form documentation with their proposal. Contractor shall have provided continuous and successful security guard services for a minimum of five (5) years.
- b) The Security Guard Contractor must provide a drug and alcohol free workplace.
- c) The minimum requirements of the Unarmed Security Guards are as follows.

UNARMED SECURITY GUARDS

- a. A minimum of 40 hours of training as required by the State of Florida Department of Licensing pursuant to Section 493.6123 (1) F.S., and must possess a Florida Class "D" License and a minimum of 16 hours of site-specific training at their assigned post.
- b. Specialized training, as requested by the City of Miami Beach Police Department, on an as needed basis per post assignments (e.g. building evacuations, hurricane evacuations, training, traffic control, etc.).
- c. Pass a Florida Department of Law Enforcement (FDLE) criminal background check.
- d. Ability to write a report to document incidents as required.
- e. Ability to follow all the terms and conditions in the City of Miami Beach Post Order Bid Manual.
- f. Ability to speak English (multilingual desirable) and write all reports in English.
- g. Ability to communicate, provide information, and gives directions in a courteous matter to tourists and residents.
- h. Pass a drug screening test.
- i. Ability to respond to and take command of emergency situation.
- j. Ability to provide effective access control and maintain a safe and secure environment.
- k. Ability to provide protection with professionalism.
- l. Ability to provide a professional level of personal interaction services.
- m. Trained and certified in first aid and rendering Cardiopulmonary Resuscitation (CPR).
- n. Physically capable of pursuing and detaining individuals who have committed criminal acts.
- o. Have a minimum of 6 months of security officer experience, law enforcement or equivalent military training.
- p. Ability to issue written warnings and code citations as City determines it is

warranted.

- q. Ability to take photographs and document violations and incidents as required.

SCOPE OF SERVICES

The Successful Contractor will provide the following:

- A minimum of three (3) roving shift supervisors equipped with an automobile on duty within the City limits of Miami Beach at all times. The supervisors will be able to respond to any site within 15 minutes. A list must be submitted in writing, identifying the name(s) of each roving shift supervisor, and all security personnel under their supervision, to the Miami Beach Police Department (MBPD), Contract Administrator.
- A written street/park lighting report, where applicable, forwarded to the MBPD within 48 hours of any "lights out" occurrence.
- All drug screening, background checks, and psychological testing of employees assigned to Miami Beach posts at the Successful Contractor expense.
- All sensors/readers at contracted posts to ensure that security officers are making required rounds at assigned frequencies and times and provide a weekly computerized printout downloaded from sensors installed at each post to the Police Department. The location of the sensors will be submitted to the MBPD for approval.
- A supervisor, who will be required to meet with the MBPD, authorized representative, upon request.
- All uniforms, radios, firearms, rain gear, traffic vests, tools and equipment necessary to perform the required security services in accordance with the bid documents.
- Uninterrupted services under all conditions, to include but not limited to the threat of a strike or the actuality of a strike or the actuality of a strike, adverse weather conditions, a disaster, or emergency situations, at the agreed upon hourly contractual rate.
- Compliance by their personnel assigned to City of Miami Beach posts with the Security Contractor's Post Order and Rules and Regulations Manual.
- Any holiday and sick-time pay to assigned personnel.
- A written quarterly statistical analysis report of security incidents forwarded to the City of Miami Beach Police Department on a quarterly basis.
- Certify in writing, the names of all employees who will provide security services to the City of Miami Beach, of which will have a valid Florida Armed Security Guard Licenses (D) and G). Copies of State license(s) will be kept in employee personnel file for immediate viewing if necessary and produced in hard copy within five business days (excluding weekends and holidays) upon receipt of request from the MBPD.

The City reserves the right to take any action necessary to ensure that the security forces are fully staffed in order to protect the City of Miami Beach property, personnel, and assets. This may include contractual arrangements with other contractors for the purpose of obtaining additional resources in the event that the Successful Contractor cannot perform.

If such arrangements are deemed necessary, then the Successful Contractor may, at the sole discretion of the City of Miami Beach, be terminated, and any cost incurred by the City of Miami Beach may be withheld from funds owed to the Successful Contractor.

The City of Miami Beach reserves the right to an employee from a duty assignment, and /or bar the employee from further service under this Contract.

The Successful Contractor will be responsible for advertising and recruiting help, training the security guards, preparing paychecks, payroll taxes, Social Security and Withholding taxes, preparing W-2's, Unemployment and Workmen's Compensation claims and liability insurance.

The obligation of the City of Miami Beach will be solely to compensate the Successful Contractor for the number of hours provided monthly in accordance with the contract price schedule. The Successful Contractor will provide a Schedule of Values/Payment Schedule to the City's Contract Administrator for review and approval, prior to the commencement of work.

Should the Successful Contractor be asked to provide additional coverage and support for major events, or emergencies, and the Successful Contractor cannot provide the additional coverage/support with its own employees, then the Successful Contractor must request in writing that the City approve its sub-contractor, and the City Manager or designee, will reserve its right approve the sub-contractor prior to any sub-contracting or performance of any work.

RECORDS

The Successful Contractor will submit all invoices to the City of Miami Beach containing an itemized employee time record, to include the employee name and hours worked/shift, for the time period identified on the invoice. The computerized printout from the downloaded sensors will accompany the weekly invoices. These printouts will be the same date and time frame of the submitted invoices.

All correspondence, records, vouchers and books of account insofar as work done under this Contract is concerned, will be open to inspection, by an authorized City of Miami Beach representative, during the course of the Contract and for a period of two (2) years after expiration of the Contract.

The Successful Contractor will maintain accurate and complete records of personnel criteria, training criteria and biographical data of all personnel affiliated with this Contract. The Successful Contractor will keep on file a separate personnel file for each employee employed under the Miami Beach contract. This file will specifically, along with the above mentioned criteria, include:

- Personal information of the employee, sex/race/ DOB/ and social security number.
- Copies of Florida Drivers license and security guard class "D" license.
- Copies or notification of all discipline actions taken by the vendor or City of Miami Beach. This will include all verbal or written documentation of warnings or discipline.

- Proof of successful Background Check, Drug Screen, and Polygraph examination.

The City reserves the right to perform audit investigations of the Successful Contractor payroll and related records of employees assigned to the City of Miami Beach to ascertain that such employees' records indicate payment received for the specific hours worked for the City. Such audit will be at the discretion of and at the option of the City.

Successful Contractor will be required to provide any/all records in its possession which contain information concerning hours worked and payment received based on the contractor's invoices to the City of Miami Beach. All required documentation and personnel files will be readily available for inspection by any authorized City of Miami Beach representative, during initial research and during the course of this Contract. Failure to have the required documentation will be deemed as non-compliance to the Terms and Conditions of the contract.

Each guard must have their individual "D" and "G" license in their possession while performing work for the City of Miami Beach, and if operating a vehicle have a valid driver's license.

WORK FORCE AND WORK ASSIGNMENTS

Unarmed security guards will be provided to work various locations, including patrolling numerous City of Miami Beach facilities. All Security Guards will be required to carry 2-way radios and electronic scanner wands unless specifically exempted by the City of Miami Beach Contract Administrator.

REGULAR SECURITY OFFICER DUTIES

1. All security personnel furnished by the Successful Contractor to Miami Beach will be required to monitor the facilities by walking the Facility, riding a golf cart and/or whatever other means the City of Miami Beach considers best for each facility and/or location.
2. All security personnel furnished by Successful Contractor to the City of Miami Beach will provide all phases of building and personnel security, personal property protection and vehicle protection, both within and out of the facility. This will include, but not limited to, making rounds and clock rounds of assigned areas and key locations; checking lights; assuring locks of gates and doors.
3. The Successful Contractor's personnel will take proper steps to prevent unauthorized entrance and access to the Facility or contents thereof.
4. While fulfilling regular security duties, Successful Contractor's personnel may detain any person using reasonably necessary measures, in or about the premises, until said personnel is able to turn such person(s) over to the police.
5. Reporting in detail daily reports to employee's Supervisor verbally and in writing, in a prescribed manner, regarding the performance of his/her shift and special reports regarding any problems or incidents occurring during his/her shift of all unusual situations and circumstances. Such daily reports will be submitted to the City of Miami Beach on a weekly basis.
6. Conducting and/or undertaking initial incident investigations and submitting

appropriate detail reports to the City of Miami Beach without undue delay. Special incident reports will be submitted to the City of Miami Beach the following business day.

7. All security personnel furnished to City of Miami Beach will give instructions or information to visitors upon request, or direct them to the appropriate administrative office if any questions cannot be answered. Security personnel will, escort from time to time, patrons to their vehicles at patron's request.
8. Utilizing their two-way radio, security personnel must contact their supervisor or their base station, which can contact and dispatch police if the need arises.
9. The Successful Contractor and their assigned personnel will follow all terms, conditions, and procedures as outline in the attached "Post Orders for the City of Miami Beach Security Guard Contracts.
10. Responding to alarms, suspicious activities, fires, injuries, security incidents or any emergency situation.
11. Performing any other duties or functions not specifically outlined or set forth above but which are identified as falling within the scope and realm of a security officer's responsibilities.
12. The Successful Contractor will provide an adequate supply of flashlights and batteries, raingear, uniforms, clipboards and any other personnel equipment required for the Security Guard to perform their duties.
13. The Successful Contractor will provide all related forms, pencils, pens and miscellaneous office supplies.
14. All equipment utilized by the Successful Contractor in the execution of this contract shall be maintained by the Successful Contractor.
15. All Successful Contractor personnel will read, understand and follow the attached "Current Security" Posts for the City of Miami Beach Security Guard Contracts.

SUPERVISOR DUTIES

The Successful Contractor's supervisors in charge of its employees to the City of Miami Beach shall:

1. Review the day or night activities and report in writing to the proper City of Miami Beach authorities any unusual incident.
2. Ensure proper inventory of keys, electronic key cards and supplies.
3. Coordinate with proper City of Miami Beach designees all security operations and services for regular and event assignments to insure that all are properly staffed. In some instances, this requires daily contact with City of Miami Beach staff to learn of authorized activities.
4. Conduct daily visual inspection of assigned personnel verifying all post are manned and all security guard are fully equipped and in proper uniform. Additional locations may be added and some existing locations may be deleted from service requirements.
5. Install scanner buttons where directed by the City of Miami Beach Contract Administrator.

6. Provide weekly downloads of all the City of Miami Beach Posts where scanner buttons are installed. The downloaded information will accompany the weekly invoices.

SERVICE LOCATIONS AND ASSIGNMENT HOURS

See Attachment A - "Post Orders for City of Miami Beach Security Contracts" for locations/shifts requiring service. It will be the sole discretion of the City of Miami Beach as to locations, number of guards, and hours of services needed. The City of Miami Beach reserves the right to add other possible locations and to change the required hours of service during the term of the Contract.

OVERTIME

No overtime for either regularly scheduled or special event guards will be paid by City for security personnel supplied by the Successful Contractor unless pre-approved by the Police Department Contract Administrator.

PERSONNEL PROBATION

The City's Contract Administrator or designated representative personnel may observe each employee of the Successful Contractor for a period of thirty (30) consecutive days. If during this probation, the City of Miami Beach is not satisfied with the performance of that employee, the City of Miami Beach will notify the vendor of such performance and the vendor will replace such employees immediately.

Additionally, the City of Miami Beach reserves the right to demand in writing that the Successful Contractor relieve an employee from a duty assignment, and/or ban the employee from further service under the contract, at the sole discretion of the City of Miami Beach.

Personnel must not be employed by the Successful Contractor under the Contract if they have currently or have in the past been involved in:

- a. Military conduct resulting in dishonorable or undesirable discharge.
- b. Any pattern of irresponsible behavior, including but not limited to unreasonable driving or a problem employment record.
- c. Personnel employed by Successful Contractor to provide services for the City of Miami Beach must successfully complete a polygraph examination, to be conducted at the Successful Contractor's expense, prior to assignment, and whose minimum testing parameters will include:
 1. Nature of discharge from military service.
 2. Substance abuse (drug and alcohol).
 3. Child abuse and/or molestation.
 4. Convictions (misdemeanors and/or felony).
 5. Dismissal other than layoff.

UNIFORMS

All security personnel furnished to the City of Miami Beach will be well groomed and neatly uniformed. Each guard supplied by the Successful Contractor will wear a nameplate

bearing the guard's name. Successful Contractor's name will appear either on guard's nameplate or as a patch on guard's uniform. Uniforms will be readily distinguishable from the City of Miami Beach Police uniforms.

TRAINING

The Successful Contractor is required to provide training to all field personnel in order that the City of Miami Beach may be assured said personnel are capable of assuming the responsibilities of respective assignments.

The cost for such training will be considered as a part of the Successful Contractor's operational expenses and should be considered when proposing overall hourly rate. The time spent by staff in such a program, though required, is not billable to the City of Miami Beach. All security personnel are to successfully complete and pass such training course prior to assumption of duty under this contract. This training course, to be developed or made available by the Successful Contractor, is to include minimum requirements for subject matter and hours of instruction, and must be approved by the City of Miami Beach. The City of Miami Beach evaluation of proposed training will include, but not be limited to, previews of techniques and methods of instruction, quality of instructions, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual retentiveness.

All formal training is to be administered by persons, corporations, and/or institutions that have been expressly approved by the City of Miami Beach. A written certification of each employee's training will be made available as part of the employee's personnel file. The Successful Contractor's supervisors must have also completed required training and worked for six (6) continuous months as an actual guard; additionally, basic supervisory skills are required, as well as an overall knowledge of operations, locations, etc.

The Successful Contractor is required to ensure that all security guards providing traffic control services are certified.

ASSIGNMENT OF CONTRACT

Successful Contractor will **not** assign, transfer, convey or otherwise dispose of the Contract, or of any or all of its rights, title or interest therein, or its power to execute such Contract to any person, company or corporation without prior **written consent of the City of Miami Beach**.

PROTECTION OF PROPERTY

The Successful Contractor will at all times guard against damage to or loss of property to the City and will replace or repair any loss or damage unless the damage is caused by The City of Miami Beach, another Successful Contractor and/or contractors. The City of Miami Beach may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Successful Contractor, its employees or agents.

EXPENDITURES

The Successful Contractor understands that any expenditure that it makes, or prepares to make in order to perform the Services required by the City of Miami Beach, is a business

risk which the Successful Contractor must assume.

FINES

Fines may be imposed on the Successful Contractor for violations by its personnel by deducting the amount of the fine from a subsequent invoice for that location. Notice of a violation and the intent to impose a fine will be given to the Successful Contractor by sending a copy of the site representative's report, through the Contract Administrator, promptly after the site representative submits it. This allows the Successful Contractor time to bring any extenuating circumstances to the site and contract administrator's attention. All fines are assessed by the City of Miami Beach Contract Administrator, whose decisions are final.

Violations that may result in a fine includes but are not limited to those listed below. Fines imposed will be **\$100.00** per infraction.

Management/Administrative Violations:

1. Not properly equipped for specific detail;
2. No radio or inoperative radio;
3. No scanner wand, improper scanning buttons, failure to fix inoperative scanning Buttons;
4. Leaving an abandoned post unattended or failure to fill post assignment within one and one half (1-1/2) hours of scheduled event;
5. Lack of contract supervision;
6. Excessive hours on duty (more than 10 hour shift not approved in advance by the Contract Administrator;
7. Assigning any guard previously suspended from duty by the Contract Administrator;
8. Failure to follow all Vendor Rules and Regulations; and Incidents where Vendor Rules and Regulations where discipline was insufficient.

Violations that may result in a fine include but are not limited to those listed below. Fines imposed will be **\$100.00** per infraction.

Security Officer Violations:

1. Inappropriate behavior (reading, lounging, inattention, etc.);
2. Failing to make a report promptly;
3. Improper clock rounds;
4. Failing to follow post orders;
5. Improper or badly soiled uniforms;
6. Acts of theft or vandalism; and
7. Failure to adhere to City of Miami Beach policies, procedures and locations guidelines.

Security Officer Significant Violations (\$250.00):

1. Late for duty;
2. Sleeping on duty;
3. Abandoning post;
4. Participating or attempting to; in any criminal act; and

5. Any action that would cause the City harm, physically, financially, or in repetition.

Repeated violations of any type at the same location will be taken as proof of a general incapacity on the part of the Successful Contractor to perform in accordance with contract requirements.

PRE-AWARD INSPECTION OF FACILITY

The Successful Contractor will have the personnel, equipment and organization necessary to satisfactorily provide the services required in this contract to include, but not limited to:

- Performing required background checks on all guards and to provide all required training and supervision. Successful Contractor will provide written documentation, which states in detail, that these requirements have been met, prior to the assignment of security personnel.
- Radios are to be utilized by all assigned security personnel. The Successful Contractor will maintain a South Florida office with supervisory personnel reachable by telephone (only) on a 24-hour basis.

COMMUNICATION SYSTEM

The Successful Contractor will be responsible for the following:

1. HAND-HELD RADIOS

Two-way hand-held radios, licensed for use by the Federal Communications Commission (FCC), will be provided by the Successful Contractor to all on-duty contract security officers and supervisors as required unless otherwise accepted by the City of Miami Beach Police Department Contract Administrator.

2. SUCCESSFUL CONTRACTOR CENTRAL DISPATCH

The Successful Contractor will provide a centralized dispatching service through use of a stationary base station manned by experienced personnel on a 24-hour per day basis, to include a taped back-up system. A mobile transmitter/receiver, operated by field personnel, **will not** be considered sufficient to adequately provide such service.

Successful Contractor personnel must be available at the Central Dispatch Station who has the ability and authority to take immediate action on behalf of the Successful Contractor, as required. The Successful Contractor will provide the names, with all pertinent information of these assigned personnel, to the City's Contract Administrator.

SYSTEM QUALITY

The Successful Contractor will at all times, have high quality radio communications transmitting and receiving). The Successful Contractor will be totally responsible for providing and maintaining required system quality, as follows:

1. The Successful Contractor will provide/lease a network of transceivers and repeaters of sufficient strength and capacity to service all sites

specifically identified in this Invitation to Bid.

2. The Successful Contractor must provide/lease an exclusive radio frequency operated exclusively by the Contractor. Radios will have printout identification and emergency capability.
3. The Successful Contractor must implement a program of maintenance and repair for all equipment to be used in the performance of this contract. Such a program will ensure the optimum performance of all equipment at all times, thereby, allowing the system to meet the service requirements and quality standards specified above.

The Successful Contractor will ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the Successful Contractor to implement a system by which fresh batteries, adequate supply of flashlights or charged radios, are delivered to the posts in order to meet this requirement.

EVALUATION OF RADIO COMMUNICATIONS SYSTEM

All aspects of the Successful Contractor's radio communications system will be evaluated by the City of Miami Beach prior to award of Contract. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the Successful Contractor is unable and/or unwilling to make changes deemed necessary by the City of Miami Beach, then the Successful Contractor will be considered non-responsive to the required Terms and Conditions of this Contract. Likewise, should there be a deterioration of performance during the term of this contract, and the Successful Contractor is unable or unwilling to make the required improvements, the City of Miami Beach may terminate, in accordance with the **Termination for Default Clause** of this Contract. The City of Miami Beach will address, in writing to the Contractor, any/all identified inadequacies of the required radio communications, and prior to any termination procedures.

PROVIDED BY THE CITY OF MIAMI BEACH

The City of Miami Beach will provide to Successful Contractor, for the duration of the contract, the Post Order and Rules and Regulation Manual. Changes to Post Orders, if needed, will be provided by the Contract Administrator through written addendum to these orders.

PERFORMANCE OF CONTRACT

This contract may be terminated upon thirty days written notice to the Successful Contractor due to lack of performance and after Successful Contractor fails to correct deficiencies after written notification.

Performance items include, but are not limited to the following:

- A. Security Guard timeliness in responding to assigned post;
- B. Security Guard dressed incomplete uniform, to include (serviceable radio, fire arm, etc.);
- C. Security Guard completion of all assignments, in a timely manner;
- D. Successful Contractor not providing required training to all assigned security guards;

- E. Successful Contractor not providing the required trained supervisory personnel;
- F. Successful Contractor to ensure compliance of Miami Beach Security Contractor's Post Orders Manual;
- G. Successful Contractor reporting of any/all missing City supplies, equipment, property; and
- H. Excessive non-compliance incidences.

Additionally, the City of Miami Beach reserves the right to have any security guards removed from Miami Beach assigned posts for violation of the Post Orders Manual. The City of Miami Beach Police Department will not pay Successful Contractor billing charges for times in excess of thirty (30) minutes between security officer rounds made between sensors, unless there are extenuating circumstances or this requirement is waived by the City of Miami Beach Police Department on a post by post basis.

LICENSES AND PERMITS

Successful Contractor will abide by all ordinances and laws pertaining to his operation and will secure, at his expense, all licenses and permits necessary for these operations.

PERFORMANCE EVALUATION MEETINGS

The Successful Contractor will assign two (2) Contract Managers to meet with the City of Miami Beach Contract Administrator on a daily basis, if required. Regularly scheduled meetings will be held on a monthly basis. Additionally, a meeting will be held whenever a Contract Discrepancy Report is issued by the City Contract Administrator.

A mutual effort will be made to resolve all problems identified. The written minutes of these meetings will be signed by the Successful Contractor's Contract Administrator and the City's Contract Administrator, and a copy will be forwarded to the Procurement Director. Should the Successful Contractor not concur with the minutes, he will state in writing to the Procurement Director any areas wherein he does not concur.

Fine assessment procedure:

Once a violation which has the possibility of a fine assessment is identified and written notification of intent to fine ("Contract Discrepancy Report") is issued to the Successful Contractor. The Successful Contractor will have seven (7) days to provide a written response to the CMB Contract Administrator.

The Contract Administrator will review all written documents, conduct a cursory investigation if the needed and a final determination will be forwarded to the Successful Contractor and the CMB Procurement Dept. Security Contract Administrator's decision is final.

KEY CONTROL

The Successful Contractor will establish and implement methods of ensuring that all keys issued to the Successful Contractor by the City are not lost, or misplaced, and are not used by unauthorized person(s). No keys issued the Successful Contractor by the City will be duplicated. The Successful Contractor will develop procedures covering key control that will be included in his/her quality control plan, which will be submitted to the City's Contract Administrator and Procurement Director. The Successful Contractor may

be required to replace, re-key, or to reimburse the City for replacement of locks or re-keying as a result of Successful Contractor losing keys.

In the event a master key is lost or duplicated, all locks and keys for that system will be replaced by the City and the total cost deducted from the monthly payment due.

The Successful Contractor will report the occurrence of a lost key immediately to the City's Contract Administrator but no later than the next workday.

CONSERVATION OF UTILITIES

The Successful Contractor will be directly responsible for instructing employees in utilities conservation practices. The Successful Contractor will be responsible for operating under conditions, which preclude the waste of any/all utilities.

FIRE AND SECURITY

Successful Contractor is to comply with all fire regulations and is responsible for securing the buildings during and after clean up. The City may have security personnel on duty during night cleaning hours.

SERVICE EXCELLENCE STANDARDS

Excellent Customer Service is the standard of the City of Miami Beach. As contract employees of the City, security guards will be required to conduct themselves in a professional, courteous and ethical manner at all times and adhere to the City's Service Excellence standards.

PHOTO IDENTIFICATION

Work hereunder requires Successful Contractor employees to have on their person photo identification at all times. The City of Miami Beach reserves the right to verify a guard's identity and required credentials, upon that guard reporting to work.

If for any reason, any Successful Contractor employee is terminated; the Police Department Contract Administrator will be advised in writing.

CONCLUSION

The Administration recommends the issuance of the RFP for Security Guard Services with the scope of services; evaluation criteria; and other provisions as set forth in this memo.

JMG/CN/JGG/RM/SF/GL

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MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Commissioner Deede Weithorn, Chair, and Members of the Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager

DATE: December 6, 2011

SUBJECT: **A DISCUSSION PERTAINING TO THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR AUDITING SERVICES FOR THE CITY'S BASIC FINANCIAL STATEMENTS INCLUDED IN THE CITY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR), FEDERAL GRANT PROGRAMS AND STATE PROJECTS (OMB A-133 SINGLE AUDIT), THE MIAMI BEACH REDEVELOPMENT AGENCY'S BASIC FINANCIAL STATEMENTS (RDA), THE PARKING SYSTEMS FUND'S (PSF) FINANCIAL STATEMENTS, THE MIAMI BEACH VISITOR AND CONVENTION AUTHORITY'S (VCA) FINANCIAL STATEMENTS, THE MIAMI BEACH CONVENTION CENTER, AS MANAGED BY GLOBAL SPECTRUM, FINANCIAL STATEMENTS, THE CHILDREN'S TRUST PROGRAM, THE BUILDING BETTER COMMUNITIES BONDS PROGRAM, AND THE SAFE NEIGHBORHOOD PARKS AND BOND PROGRAM (SNP).**

ANALYSIS

The City is required to have annual independent audits for the following:

- The City's Basic Financial Statements included in the City's Comprehensive Annual Financial Report (CAFR);
- Federal Grant Programs and State Projects (OMB A-133 Single Audit);
- Miami Beach Redevelopment Agency's (RDA) Basic Financial Statements;
- Parking Systems Funds' (PSF) Financial Statements;
- Miami Beach Visitor and Convention Authority's (VCA) Financial Statements;
- Miami Beach Convention Center (MBCC);
- The Safe Neighborhood Parks and Bond Program (SNP);
- The Children's Trust Program; and
- The Building Better Communities Bond Projects

The current auditors, McGladrey and Pullen were selected in Request for Proposals (RFP) No. 23-05/06 and approved under Commission Resolution 2006-26247 to provide auditing services for a period of five (5) years with the sole option and discretion of the City to renew for five (5) additional one (1) year periods.

McGladrey and Pullen conducted the above audits for fiscal years 2006 through 2010 and will

Finance & Citywide Projects Committee
Auditing Services
December 6, 2011
Page 2 of 2

be conducting the audit for fiscal year 2011 pursuant to Commission Resolution No. 2011-27714. However, this item is being referred to discuss the timing of the issuance of the next RFP for external audit services.

JMG/PDW/aw

F:\FINA\GENERAL LEDGER\MAN\Allison\Auditing Services\2011 documents

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MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee
FROM: Jorge M. Gonzalez, City Manager
DATE: December 6, 2011
SUBJECT: Discussion of Establishing New Recycling Bins

BACKGROUND

At the October 19, 2011 Commission Meeting, Commissioner Michael Gongora referred the discussion of establishing new recycling bins throughout the Right-of-Way (ROW) to the Finance and Citywide Projects Committee (FCWPC).

ISSUE FOR DISCUSSION

The issue for the Committee's consideration and discussion at this time is related to the purchasing of new recycling bins.

Current Right-of-Way Recycling Program

Since 2009, the City installed 74 dual recycling bins and 74 silver urban style standalone recycling bins throughout the City's ROW, beach entrances, and in select parks (Attachment A). The bins were financed through negotiations with the City's franchise waste haulers. Also, through these negotiations the City's franchise waste haulers provide in-kind solid waste and recycling pick-up. Waste haulers service the ROW waste receptacles on a regular schedule to ensure a high level of service in City parks, beach entrances and ROW locations.

Currently, the City is negotiating a partnership agreement with Coca-Cola. As part of this agreement, Coca-Cola will assist with developing signage for existing recycling bins to improve recycling rates. All future recycling receptacles purchased by the City would also include this updated message to create a uniform design throughout the City.

Proposed Recycling Programs

The Sustainability Committee believes that the City should consider improving the design of the recycling receptacles currently deployed throughout the City. A number of companies have presented dual trash and recycling receptacle products to the Sustainability Committee including Go Green EcoBin and Big Belly Solar.

The company Go Green EcoBin has patented a waste receptacle design that is made from stainless steel with solar powered LED panels that generate 4-6 hours of light for advertising (Attachment B). The funds generated through bin advertisements are used to cover the cost of the dual bins. In addition, EcoBin is responsible for maintaining, repairing, collecting and cleaning the bins. The City can elect to purchase the four panels by entering into a five (5) year contract and pay a fee of \$250 per month per bin.

Big Belly Solar offers solar powered dual trash and recycling compactors that are monitored wirelessly allowing tailored pick-up service (Attachment C). The units cost approximately \$6,000 each and include the monitoring software. Big Belly also offers a financing option. For example a pilot program of 125 dual receptacles can be financed over a five (5) year period at a cost of \$11,000 a month. After this term the receptacles belong to the City.

Both of these companies' business models include an option to use advertising to offset the cost of providing these public facilities. An ordinance was adopted by the City in 2001, codified in Section 82-414 (Attachment D) in the City Code, which addresses directory signs, bus shelters, and the bike sharing program, which are supported by advertisement. Section 82-414 would need to be amended to permit advertisement on waste receptacles. It is not anticipated that the City's Historic Preservation Board will be in favor of adding additional advertising in the public ROW.

Other concerns that have been identified with selecting new recycling receptacles include size constraints in ROW, uniformity with current receptacles, and odor problems associated with the compacting models of decomposing organic waste in Miami-Beach's hot, humid climate. Many of the high pedestrian areas such as Lincoln Road, Ocean Drive, and Washington Avenue have limited ROW space available. Both the Go Green EcoBin and Big Belly Solar's dimensions will make it difficult to identify enough suitable locations in the high pedestrian commercial districts to provide an adequate level of service (Attachments E & F). Neither the Go Green EcoBin nor the Big Belly Solar bin could be installed in our standard 5-foot wide sidewalks as they would not leave enough space to provide compliance with ADA standards.

It should also be noted that both the Go Green EcoBin and the Big Belly Solar design would require a concrete slab foundation for installation adjacent to the beach. The Florida Department of Environmental Protection regulates construction activities west of Coastal Construction Control Line (CCCL) and would require the City to obtain a CCCL Permit to move forward with installing these receptacles.

CONCLUSION

The above information and the attachments are provided to facilitate the discussion by members of the committee.

Attachments:

- A: Miami Beach Recycling & Dual Can Locations
- B: Go Green EcoBin Design
- C: Big Belly Solar Design
- D: Section 82-414 of the City Code
- E: Go Green EcoBin Dimensions
- F: Big Belly Solar Dimensions


DRB/FHB/RWS/ESW

Miami Beach Recycling & Dual Can Locations

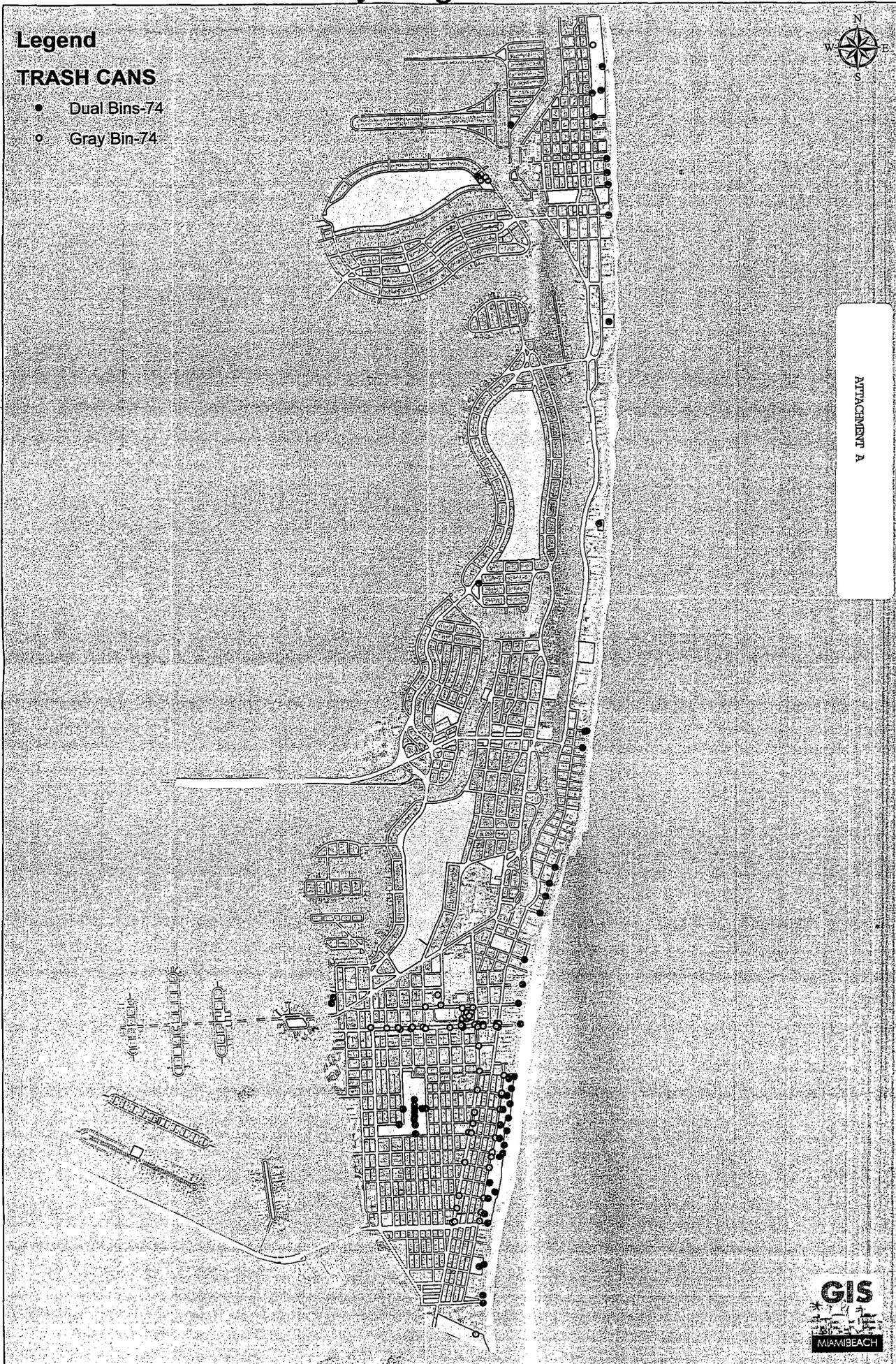
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TRASH CANS

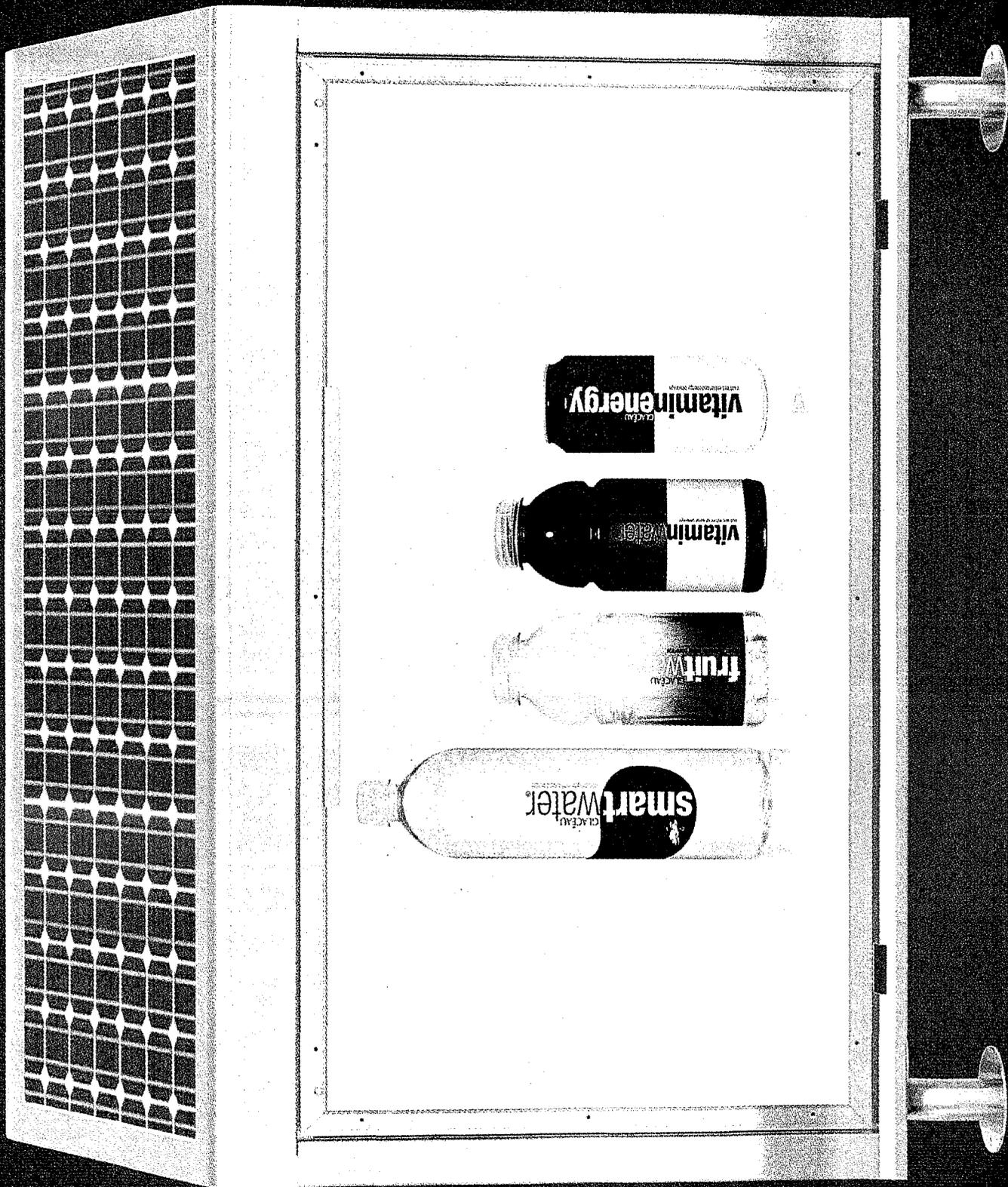
- Dual Bins-74
- Gray Bin-74



ATTACHMENT A

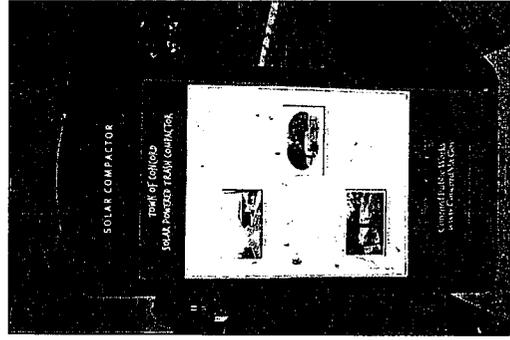
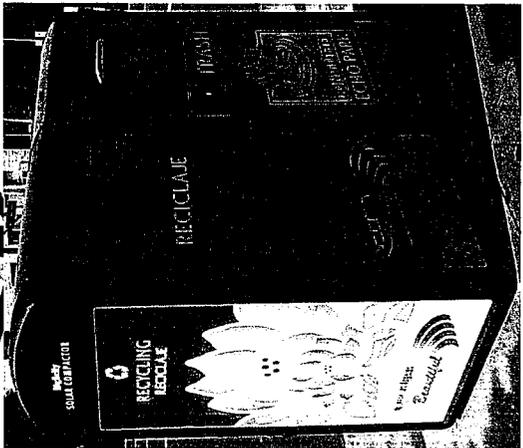
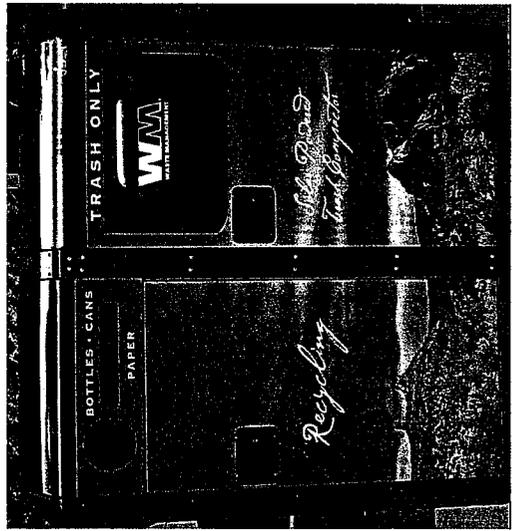


ATTACHMENT B





Highly customizable imagery and messaging to use as a Community Engagement Platform

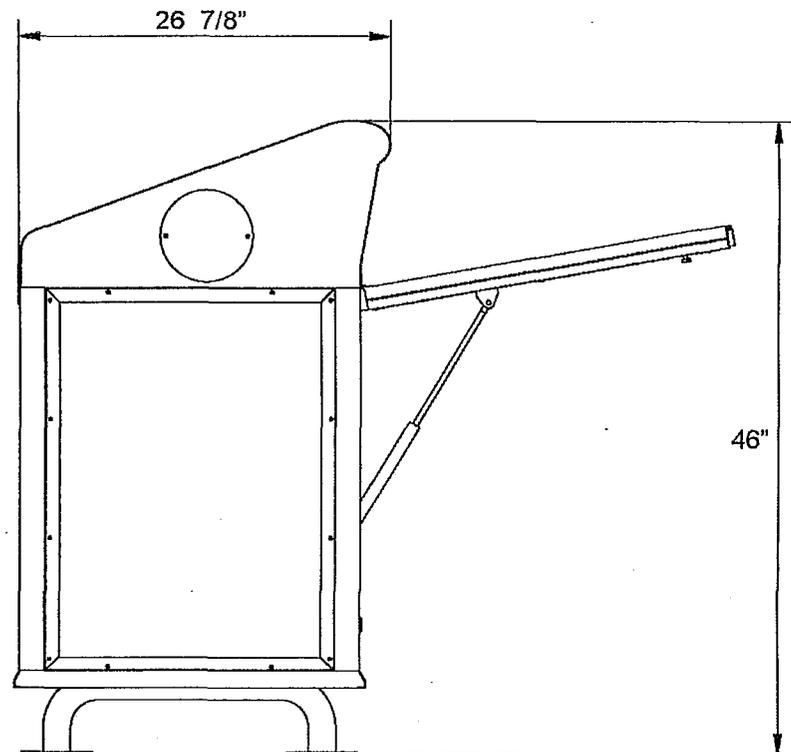
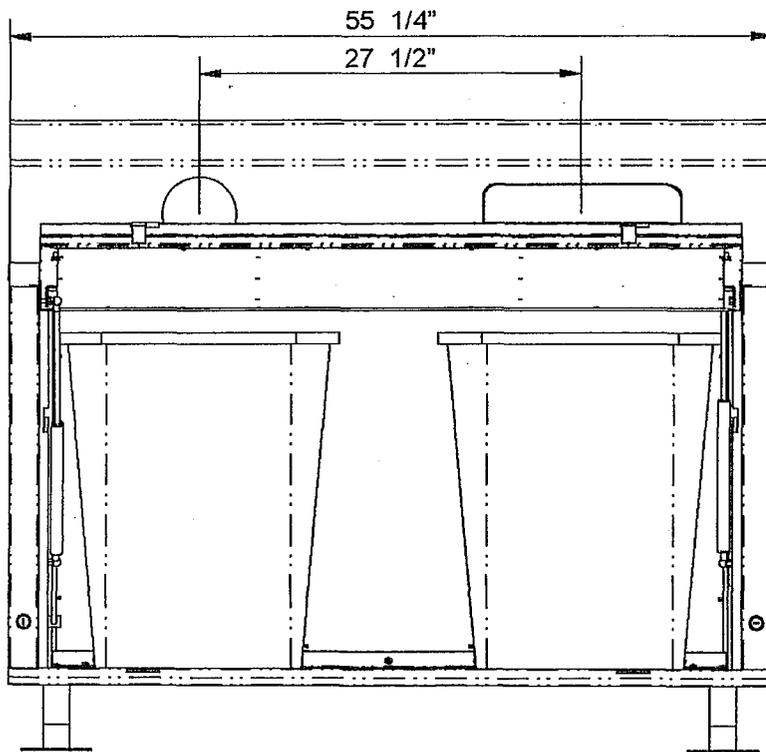


Sec. 82-414. - Permitted signs, shelters and advertising in public rights-of-way.

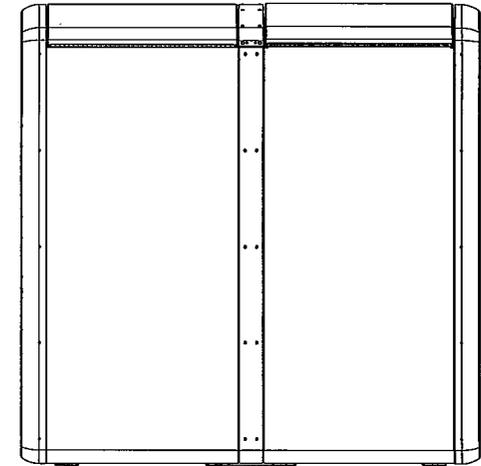
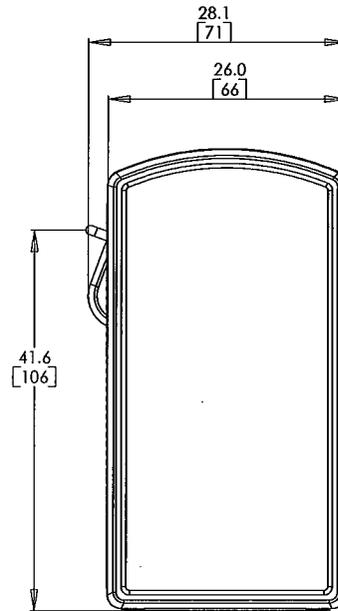
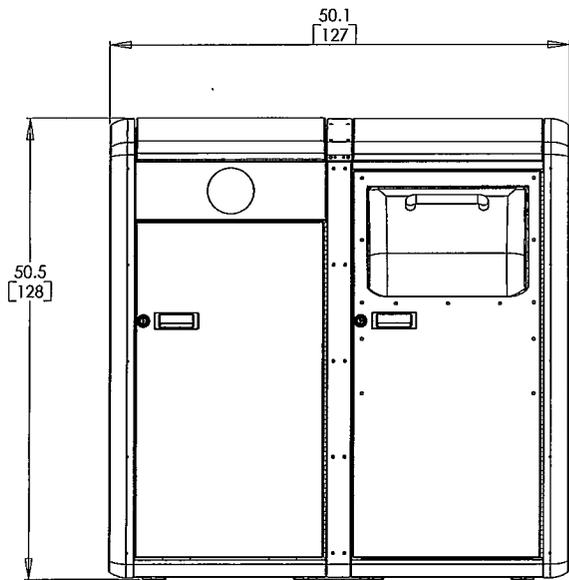
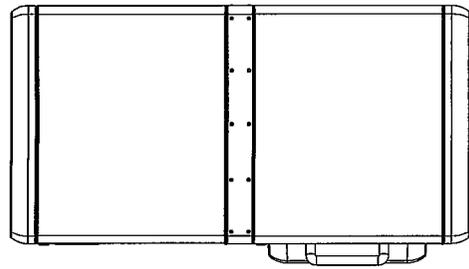
Notwithstanding any other prohibitions in this Code to the contrary, the city may place, or contract to place, directory signs and bus shelters in the public rights-of-way, or bicycles as part of a city-sponsored bicycle rental and sharing program, with advertising thereon. Such signs, shelters, and bicycles shall be subject to all applicable permitting requirements and design reviews as provided for in the Land Development Regulations.

Front&Back poster dimension is 2"(W) X 4"(H).

Both sides poster dimension is 18 7/8"(W) X 25 3/4"(H).



REVISIONS			
REV.	DESCRIPTION	DATE	BY



<p>ALL DIMENSIONS ARE IN INCHES- INTERPRET DRAWING PER ASME Y14.5-1994</p> <p>TOLERANCES UNLESS OTHERWISE SPECIFIED:</p> <p>X.X ± .03 <math>\angle \pm .5^\circ</math></p> <p>X.XX ± .01</p> <p>X.XXX ± .005 63/</p> <p>REMOVE ALL BURRS AND SHARP EDGES .005R OR CHAMFER MAX</p>	APPROVED	DATE	BIGBELLY SOLAR 50 BROOK ROAD NEEDHAM, MA 02494 WWW.BIGBELLYSOLAR.COM	
	PREP BY J. SATWICZ		<p style="text-align: center; font-size: 24pt;">BIGBELLY 3</p> <p style="text-align: center; font-size: 24pt;">2-UNIT KIOSK</p>	
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MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager

DATE: December 6, 2011

SUBJECT: **DISCUSSION ON FPL FRANCHISE PAYMENTS TO THE CITY OF MIAMI BEACH**

The purpose of this informational memorandum is to provide general background for a discussion on Florida Power & Light Co. (FPL) franchise payments to the City of Miami Beach. The City's current thirty (30) year non-exclusive franchise agreement with FPL expires on January 22, 2012. Since January, 2011, representatives of the City Manager and City Attorney's Office have been negotiating the terms and conditions of a new franchise agreement with FPL.

BACKGROUND

At the September 14, 2011, meeting of the City Commission, the vote on the first reading of the proposed new franchise agreement was deferred, and a recommendation made to schedule a public workshop, as initially recommended by Commissioner Weithorn, to further discuss the terms of the proposed new agreement.

The subject public workshop, moderated by Commissioner Weithorn, was held on November 28, 2011, at the Miami Beach Golf Course Clubhouse, and attended by Miami Beach residents, non-residents (including the Mayors of the Village of Pinecrest and the City of South Miami, respectively), FPL representatives, and City staff.

The workshop commenced with presentations by FPL and the City, respectively, regarding the terms of the proposed new agreement, including identifying those issues where the City was able to negotiate better or new terms in the new agreement than those contained in the current agreement. Following the presentations, Commissioner Weithorn entertained questions and comments from the public. At the workshop, residents (including the aforementioned officials from Pinecrest and South Miami), expressed their opinions on the franchise agreement. A major concern was the 30-year term, which, notwithstanding the City's continuous efforts to reduce, FPL indicated could not be modified.

Residents from the Sunset Islands 3 & 4 neighborhood addressed concerns regarding the difficulties surrounding the process of undergrounding, and recommended that the City Commission consider enacting some type of legislation which would dedicate a percentage of the funds collected from the franchise fee to be set aside for use toward the underground placement of overhead utilities.

At the end of the workshop, Commissioner Weithorn recommended that an item regarding the calculation of current and proposed franchise payments be scheduled for discussion at

the next Finance and Citywide Projects Committee meeting.

ANALYSIS

The following compares the FPL franchise fees as calculated under various scenarios: A) based on current contract; B) based on negotiations prior to the Sept. 14th Commission Meeting; and C) based on guidance provided at the Sept. 14th Commission Meeting.

- **Scenario A: Existing Agreement**

Under the existing agreement, total FPL payments to the City for the franchise fee, property taxes, permits and fees equal 6% of the revenue that FPL collects from the sale of electricity to its retail customers. After accounting for the property taxes and permits/fees, the net effective franchise rate charged to customers and remitted to the City is 5.28%.

- **Scenario B: Negotiations Prior to Sept. 14th Commission Meeting**

Under this scenario, and as a result of FPL's decision (in all new franchise agreements) to change the formula by which it calculates the franchise fee, the property taxes are excluded from the formula, so that the total FPL payments to the City for the franchise fee, permits and fees would equal 6% of the revenue that FPL collects from the sale of electricity. In addition, the total revenue figure upon which the franchise fee payment is based was adjusted to deduct un-collectables. Under the new formula, and at the initial proposed rate of 6%, the net effective franchise rate charged to customers and remitted to the City would have increased (from the current 5.28% to 6%), yielding an increase in revenue to the City of \$1,027,268. This would have resulted in an average monthly increase of \$1.35/month to a typical residential customer in the City.

- **Scenario C: Proposed Agreement Following Sept. 14th Commission Meeting**

Notwithstanding Scenario B above, at the September 14, 2011, City Commission meeting, the Commission directed the Administration to negotiate a franchise fee that would not result in an increase to residential customers (i.e. the direction was to essentially keep the fee "flat"). Following this direction, the formula for this scenario was adjusted so that total FPL payments to the City for the franchise fee, permits and fees maintain the net effective franchise rate charged to customers and remitted to the City at 5.29% of the revenue that FPL collects from the sale of electricity. In this case, the total revenue figure upon which the franchise fee payment is based was adjusted to deduct un-collectables. As a result of the proposed new agreement, there would be no change in the average residential electric bill as a result of the franchise fee, nor would there be a change in the relative amount of franchise collected by the City (\$4,146).

Attachment A. was provided by FPL to compare the franchise fee payment calculation between the current agreement and the proposed agreement. Attachment B. compares the three scenarios described above.

CONCLUSION

The above information is provided for discussion purposes by the members of the Finance and Citywide Projects Committee.

Attachments:

- A: FPL's Franchise Fee Payment Calculation (Current vs Proposed Contract)
- B: Comparison of Franchise Fee Payment Calculation


JMG/DBB/FHB

F:\WORK\ALL(1) EMPLOYEE FOLDERS\CANO\FPL Franchise Agreement\FCWPC Memo 2011-12-06 FPL Franchise Fee.doc

Attachment A

FPL's Franchise Fee Payment Calculation

Current Contract vs. New Contract

Current Contract Terms ¹:

Franchise Fee + Property Taxes + Permits/Fees = 6% of specified revenue

New Contract Terms ¹:

Franchise Fee + Permits/Fees = 5.29% of specified revenue (less uncollectibles)

Revenue Type	City of Miami Beach	
	Current	New
Residential	\$ 59,989,154	\$ 59,989,154
Commercial	84,245,585	84,245,585
Industrial	112,193	112,193
Total Revenue ²	\$ 144,346,932	\$ 144,346,932
Less: Uncollectibles ²	-	245,255
Net Revenue	\$ 144,346,932	\$ 144,101,677
	6.0000%	5.2900%
% Revenue	\$ 8,660,816	\$ 7,622,979
Other payments by FPL:		
Permits/Fees	\$ 4,175	\$ 4,175
Property Taxes	1,041,983	-
Franchise Fees collected from customers	\$ 7,614,658	\$ 7,618,804
Effective Rate charged to customers	5.28%	5.29%

\$	7,618,804
\$	7,614,658
\$	4,146

The amount of fees paid would be approximately the same under this scenario.

- Under the current agreement - a typical residential bill for 1,200 kWh is \$118.53 \$5.31 of that is for franchise fees and \$7.10 for municipal tax.

- Under the new agreement - a typically residential bill for 1,200 kWh would be \$118.53 \$5.31 of that is for franchise fees and \$7.10 for municipal tax.

There would be no change in the average residential customer bill since FPL would be paying approximately the same amount in Franchise fees.

Summary:

Current Contract Terms ¹:

Franchise Fee + Property Taxes + Permits/Fees = 6% of specified revenue

\$ 7,614,658 + \$ 1,041,983 + \$ 4,175 = \$ 8,660,816 (Total payments)

New Contract Terms ¹:

Franchise Fee + Permits/Fees = 5.29% of specified revenue + Property Taxes

\$ 7,618,804 + \$ 4,175 = \$ 7,622,979 + \$ 1,041,983 = \$ 8,664,962 (Total payments)

¹ Current Contract Terms call for 90% payment each month for the first eleven months of each franchise year, with that 10% added to the final payment; under the new contract, 100% is paid each month.

² Franchise revenues and uncollectible amounts are actual 12 months ending June 2011.

<u>Summary:</u>	Current	New	
Franchise fees collected from customers and paid to city	\$ 7,614,658 5.28%	\$ 7,618,804 5.29%	Approximately same
Permits and fees	\$4,175	\$ 4,175	Same
Item previously included in formula to achieve 6% of revenue, but not a part of the new agreement			
Property taxes levied	\$1,041,983	n/a	

COMPARISON OF FRANCHISE FEE PAYMENT CALCULATION

SCENARIO:	A	B	C
Revenue Type	EXISTING AGREEMENT	INITIALLY NEGOTIATED AGREEMENT	PROPOSED AGREEMENT FOLLOWING 9/14/11 COMM. MTG.
Residential	\$59,989,154	\$59,989,154	\$59,989,154
Commercial	\$84,245,585	\$84,245,585	\$84,245,585
Industrial	\$112,193	\$112,193	\$112,193
Total Revenue:	\$144,346,932	\$144,346,932	\$144,346,932
Less Uncollectibles:	\$0	\$245,255	\$245,255
Net Revenue:	\$144,346,932	\$144,101,677	\$144,101,677
Percentage of Revenue Applicable to FPL Payments to City:	6.00%	6.00%	5.29%
Applicable Revenue Collected:	\$8,660,816	\$8,646,101	\$7,622,979
Variance from Current:	-	(\$14,715)	(\$1,037,837)
FPL Payments to City Include:	Franchise Fee, Permits, Fees & Property Taxes	Franchise Fee, Permits, & Fees	Franchise Fee, Permits, & Fees
Other Payments by FPL:			
Permits/Fees:	\$4,175	\$4,175	\$4,175
Property Taxes:	\$1,041,983	\$0	\$0
Franchise Fees Payment to CMB (Effective rate charged to customers):	\$7,614,658	\$8,641,926	\$7,618,804
Increased Revenue to City:	-	\$1,027,268	\$4,146
% of Franchise Fee Collected to CMB:	5.28%	6.00%	5.29%
Typical Residential Bill for 1,200 kWh			
Total:	\$118.53	\$119.88	\$118.53
Includes Franchise Fee of:	\$5.31	\$6.54	\$5.31
Includes Municipal Tax of:	\$7.10	\$7.22	\$7.10
Total:	\$12.41	\$13.76	\$12.41
Average impact to resident:		\$1.35	\$0.00

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MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager

DATE: December 6, 2011

SUBJECT: **DISCUSSION ON OUTSOURCING OF LINCOLN ROAD MALL MAINTENANCE SERVICES**

The purpose of this informational memorandum is to provide general background for a discussion on the outsourcing of maintenance services for the entire length of Lincoln Road, from Collins Avenue to West Avenue, including side streets between Lincoln Lane North and Lincoln Lane South. Exploring opportunities to outsource Lincoln Road maintenance services is consistent with other previous and on-going outsourcing initiatives to maximize value and service delivery efficiency through a balanced utilization of in-house and outside resources. Maintenance services for the SoundScape Park are not included as part of the Lincoln Road outsourcing initiative. These are being pursued through a separate process through solicitation of the City's current providers of landscaping services.

BACKGROUND

Except for the 1100 block of Lincoln Road (between Lenox Avenue and Alton Road), City of Miami Beach personnel, with limited support from temporary labor, provide maintenance services for the entire length of Lincoln Road - from Collins Avenue to West Avenue, including the side streets between Lincoln Lane North and Lincoln Lane South. Maintenance services for the 1100 Block are provided under a management agreement with UIA Management, LLC (UIA).

Maintenance / security services provided or managed by City personnel are as follows:

- Parks and Recreation Dept. Greenspace Management Division – Include turf mowing, trimming and edging (30/year); shrub and ground cover pruning (12/year); weed control (40/year); tree/palm pruning (2-3/year); date palm seed removal (4-6/year); mulch application (2/Year); daily irrigation system checks (5 days, weekly) and repairs as needed; flower installations (3/Year) with additional plants also installed; turf fertilization (3/year); shrub/ground cover granular fertilization (3/year); liquid fertilization (minors) (4/year); tree/palm fertilization (3/year); and litter removal (supplemental to Sanitation Division) once per day, 5 days weekly; and integrated pest management. A total of five City personnel support the above activities.
- Sanitation Division – Include pressure cleaning of all hard surfaces, with scrubber overlapping pressure cleaners, as well as area garbage cans(5 days, weekly, 15-day rotation); seven-day litter control from 6:10 a.m. to 11:30 p.m., including blowing and sweeping the walkways and emptying garbage and recycling containers; reporting of deficient conditions for follow-up or corrective work by other divisions; and close work

with Code Enforcement, Police and Homeless Outreach Team to support a cleaner and safer environment for tourists, residents and business owners. A total of 13 City personnel and three temporary laborers support the above daily from 6:30 a.m. to 11:30 p.m.

- Property Management Division – Include painting of all structures, retaining walls and “piano keys”; service and maintenance of all decorative, landscaping and pedestrian street lighting; maintain all electrical service points for vendors; and provide cleaning and chemical treatment of fountains/water features, as well as repair and maintenance of associated electrical, pumping and plumbing systems. A total of six City personnel support the above activities. The equivalent of three of the six employees – an Electrician, a Municipal Service Worker III, and a painter dedicate a portion of their time to maintain other RDA district facilities outside of the Lincoln Road service area; therefore they will not be enforced.
- Police Department – Contracted security services provide two daily shifts / 7-day coverage; each shift staffed by two guards. Split shifts are from 6:00 am to 2:00 pm and 6:00 pm to 2:00 am.

Should the City Commission agree to outsource the maintenance of Lincoln Road Mall, the costs of the outsourcing agreement would not exceed the approved Fiscal Year 2011/12 Budget for supporting Lincoln Road maintenance and security services. Any additional scope of work and/or services would require additional funding beyond current budgeted levels.

As part of the FY2011/2012 budget process, a separate CIP project is being proposed, funded at \$150,000 to initially address wholesale replacement of landscaping along the entire length of the Mall.

Average scores from the City’s Cleanliness Index & Assessment Program’s recent surveys for Lincoln Road are as follows:

- From FY10/Q2(1) through FY11/Q4:
 - Lincoln Road, excluding the 1100 block: 1.6
 - Lincoln Road, 1100 block only: 1.4

(1) *UIA Management contract for 1100 Block maintenance commences.*

Cleanliness index scores provide an objective measurement of performance ranging from 1.0 (Very clean) to 6.0 (Very Dirty) and include assessment of litter, litter/garbage cans and dumpsters, organic material and fecal matter. The results of the assessments are used to monitor the impact of recently implemented initiatives to target areas for future improvements and assure the quality of services.

UIA MANAGEMENT MAINTENANCE SERVICES – 1100 BLOCK

On January 2010 the City Commission approved the execution of a Management Agreement between the City and UIA Management, LLC (UIA) for the maintenance of improvements to the 1100 block of Lincoln Road Mall. Under the Maintenance Management Agreement, UIA has provided maintenance, repair and replacement of the water features, landscaping, trees, Pedra Portuguesa stone pavement, lighting, electrical equipment, mechanical systems and sanitation services on the 1100 Block of Lincoln Road. Over the course of the past eighteen

(18) months, UIA has met expectations under the terms and conditions of the Agreement. General consensus is that the levels of maintenance, oversight, and repair for the contracted portion of Lincoln Road Mall compare favorably to other Mall areas maintained by City forces.

On February 24, 2011, the Finance and Citywide Projects Committee approved proceeding with the expansion of the UIA Agreement to the remainder of Lincoln Road and SoundScape.

Section 23 of the Management Agreement states that: "The City and Manager (UIA), by mutual written agreement, can expand the scope of this Agreement to cover management of the maintenance of other sections of Lincoln Road and/or the future Lincoln Park." Since security services are not part of the current Agreement with UIA, a 5/7th vote of the City Commission is necessary to waive competitive bidding requirements, finding such waiver to be in the best interest of the City.

The Management Agreement of the 1100 block of Lincoln Road Mall was contracted to UIA Management, LLC in accordance with Section 52-6 of the original Development Order for the construction of UIA's mixed use parking garage facility. The purpose of the Agreement was to evaluate the benefits received by consolidating oversight and management of all maintenance activities under a single entity as an attempt to control costs while improving levels of service and response time. To date, the general consensus is that the contract has been successfully executed.

Should the Commission wish to consider this option, the Administration would proceed to negotiate an amendment to the existing agreement that extends the management oversight provided by UIA to the entirety of Lincoln Road from Collins Avenue to West Avenue, including side streets (between Lincoln Lane North and Lincoln Lane South). Further, the amendment to UIA's maintenance management Agreement for Lincoln Road will provide a full time Lincoln Road Mall Manager, enhance levels of service by increasing maintenance resources on an as-needed basis, increase the frequency of plant replacement, and set higher standards for maintaining the varied amenities that comprise the Mall area. Security for the Mall will be augmented, increasing the hours of daily coverage from 16 hours per day to 24 hours per day.

Increasing security and providing a single point of contact for all maintenance activities should improve the overall appearance and condition of the Mall features. 24 hour per day surveillance by trained security guards will reduce the defacing of City property, thereby freeing up maintenance resources to concentrate on performing preventive maintenance in lieu of corrective maintenance (reacting to damage, graffiti and acts of vandalism). By providing a single point of contact for all maintenance and repairs (a dedicated "Mall Manager"), supervision of the workforce will be improved, and attention to details will be a priority.

The City Administration views the expansion of the maintenance Agreement as the first step in the transformation of Lincoln Road. This transformation will start with improving the maintenance services currently provided along Lincoln Road by managing this effort through a professional Mall Manager and enhanced services; followed by the development of a vision for the future of Lincoln Road to include short-term, mid-term and long-term capital improvements required to keep Lincoln Road as the premier pedestrian mall in South Florida.

The Lincoln Road Property Owners Association has pledged to match City annual revenues received from the Lincoln Road Adshell advertising panels (\$85,000 projection for 2011) in

support of a proposed marketing plan that will promote Mall destinations and include the use of social media as well as an application accessible by smart mobile devices to help direct patrons of the Mall to their desired location, assist with parking, and promote special events. The development of the marketing application will be accomplished separately from the Management and Maintenance Agreement.

UIA will obtain a minimum of three bids from local companies for the services that will be expanded to the remainder of Lincoln Road Mall, review the bids, and be ready to start negotiations with the City should this option be approved by the City Commission.

The disposition of City staff impacted by the privatization of the maintenance of the remainder of Lincoln Road Mall will be handled in accordance with provisions of the various Collective Bargaining Agreements governing those positions.

The current termination clauses for default and convenience contained in the existing City/UIA Management Agreement for Maintenance of 1100 Block of Lincoln Road (Sections 10 and 11, respectively) would continue to be in effect should the City Commission approve an amendment to the City/UIA agreement for the management of maintenance and security services for the Lincoln Road Mall. In addition, any renewals or extensions of such agreement would be subject to the availability of annual appropriations.

In summary, by outsourcing all the management of maintenance and security functions currently performed on Lincoln Road by different City departments and planning to merge all these responsibilities under a single mall manager, we expect to achieve better coordination with the different businesses operating on Lincoln Road Mall; and therefore, potentially improving the maintenance and security levels of service.

CONCLUSION

The above information is provided to facilitate the discussion of whether or not the management of the maintenance and security functions of Lincoln Road Mall should be outsourced.

Attachment:

A: Map of Proposed Lincoln Road Service Area


JMG/DRB/FHB

PROPOSED MAINTENANCE SERVICE AREA TO BE OUTSOURCED

