



MIAMIBEACH

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: January 26, 2010

This shall serve as written notice that a meeting of the Finance and Citywide Projects Committee has been scheduled for January 26, 2010, at 2:30 P.M. in the City Manager's Large Conference Room.

The agenda is as follows:

OLD BUSINESS

NEW BUSINESS

1. **Selection of a Chair and Vice-Chair for the Finance and Citywide Projects Committee for a one year term.**

2. **Discuss franchise hauler status and options for the City**

Robert Middaugh – Assistant City Manager

3. **Discussion regarding the fiscal impact of amending the City's Living Wage Ordinance to revise the minimum wage requirements**

Gus Lopez – Procurement Director

4. **Discussion regarding an ordinance to amend the CMB Living Wage Ordinance to eliminate the option for companies to not provide health benefits to employees of companies contracting with City government.**

Gus Lopez – Procurement Director

5. **Discussion regarding a Request for Proposal (RFP) for a new security guard contract.**

Gus Lopez – Procurement Director

6. **Discussion regarding amending and restating the City's Bass Museum agreement to allow for replacement of the museum's current Board of Trustees by a new governing entity.**

Max Sklar – Director of Tourism and Cultural Development

7. **Discussion regarding establishing the Mayor and Commission Arts Ball**

Commissioner Jerry Libbin

8. **Discussion regarding issues related to the port dredging project.**

Robert Middaugh – Assistant City Manager

9. **Discussion regarding the Internal Audit division's audited areas for Fiscal Year 2008/09 and FY 2009/10 Risk Assessment Areas**

Kathie Brooks - Budget & Performance Improvement Director

Finance and Citywide Projects Committee Meetings for 2010:

February 18, 2010

March 25, 2010

April 26, 2010

May 20, 2010

June 24, 2010

July 29, 2010

September 30, 2010

October 26, 2010

November 18, 2010

December 16, 2010

JMG/PDW/rs/th

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Cc. Mayor and Members of the City Commission
Management Team

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RESOLUTION NO. 2003-25446

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING RESOLUTION NOS. 97-22607 AND 98-22693 TO PROVIDE FOR THE MERGER OF THE NEIGHBORHOOD COMMITTEE AND THE COMMUNITY AFFAIRS COMMITTEE WHICH SHALL BE KNOWN AS THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE; AMENDING THE ALTERNATE MEMBER PROVISIONS FOR ALL CITY COMMISSION COMMITTEES; ELIMINATING THE QUORUM AND VOTING PROVISIONS FOR NON-COMMITTEE MEMBERS ATTENDING COMMITTEE MEETINGS; AND PROVIDING THAT EACH COMMITTEE SHALL SELECT ITS CHAIRPERSON AND VICE-CHAIRPERSON.

WHEREAS, pursuant to City of Miami Beach Resolution 97-22607, the name of the "Capital Improvements and Finance Committee" was changed to the "Finance and Citywide Projects Committee" and the name of the "Community Issues Committee" was changed to the "Neighborhood Committee," and the responsibilities, duties and requirements for all Commission Committees were amended; and

WHEREAS, pursuant to City of Miami Beach Resolution No. 98-22693, the Mayor and City Commission created an additional Commission Committee known as the "Community Affairs Committee" which has the authority to carry out various purposes relating to issues of concern or interest to the Miami Beach community which are not addressed by the other established Commission Committees; and

WHEREAS, the Mayor and City Commission wish to merge the Neighborhood Committee and the Community Affairs Committee into one committee, which shall hereafter be known as the Neighborhood/Community Affairs Committee, and to amend the provisions for all Commission committees relating to quorums, non-member participation, and the selection of committee chairpersons and vice-chairpersons.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA as follows:

- I. Paragraph 1 of Resolution No. 98-22693 is hereby amended as follows:
 1. ~~Four (4)~~ Three (3) Committees shall be established to examine in depth facts and issues relating to matters in which the Mayor and City Commission may need to act

and to advise the Mayor and City Commission of their findings and their recommendations relating to those matters. The ~~four (4)~~ three (3) Committees shall be as follows and shall generally have the following purposes:

- a. the Land Use and Development Committee shall hear matters related to ~~P~~planning and ~~Z~~zoning issues and issues related to specific public and/or private development projects;
- b. the Finance and City-Wide Projects Committee shall hear issues related to municipal finance and City-wide capital improvement projects;
- c. the Neighborhood/Community Affairs Committee shall address issues related to the quality of life, including improvement programs relating to the various neighborhoods throughout the City; and
- d. ~~the Community Affairs Committee~~ shall address issues of concern or interest to the Miami Beach community.

II. Paragraph 2 of Resolution No. 97-22607 is hereby amended to read as follows:

2. Each Committee shall have three (3) voting members who shall be comprised of members of the City Commission selected by the Mayor; in addition, each Committee shall have an alternate member selected by the Mayor, provided, however, that the Mayor may serve as one of the three (3) members of any Committee. ~~Notwithstanding the foregoing, any member of the City Commission may be present, participate and vote on any issue before a particular Committee.~~ In the event that one or more of the three (3) members comprising a specific Committee are not present at a Committee meeting, ~~any other member or members of the City Commission present at the meeting may serve as an alternate member or members~~ the alternate member may participate and vote on any issue before his or her designated committee and may serve for purposes of establishing a quorum and with regard to voting on a particular issue. Notwithstanding the above, City Commission members who are not Committee members, or serving as an alternate member in the place of an absent

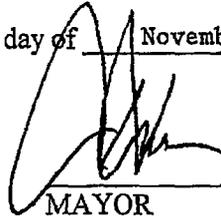
Committee member, may participate in the discussion of any issue before any Committee.

III. Paragraph 3 of Resolution No. 97-22607 is hereby amended to read as follows:

3. ~~The Mayor~~ Each committee shall ~~appoint~~ select its chairperson and vice chairperson ~~for each committee.~~ ~~Each member of a committee shall serve as chairperson or vice chairperson of a committee on a rotating basis.~~ The term of service for each chairperson or vice chairperson shall be one year.

Notwithstanding the foregoing, the Mayor and City Commission reserve the right to assign such other matters they may deem appropriate, to be addressed by one or all of the aforestated Committees.

PASSED and ADOPTED this 25th day of November, 2003.


MAYOR

ATTEST:


CITY CLERK

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney 1-5-04
Date

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MIAMI BEACH

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

COMMITTEE MEMORANDUM

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

FROM: Jorge M. Gonzalez, City Manager

DATE: January 19, 2010

SUBJECT: **REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE TO DISCUSS FRANCHISE HAULER STATUS AND OPTIONS AVAILABLE TO ADDRESS THE CURRENT FRANCHISE VACANCY.**

As a result of recent mergers and acquisitions, the number of the City's franchise waste haulers has been reduced from its total of five (5) to four (4) businesses. One of the existing franchise holders, Waste Services, Inc. of Florida recently acquired the assets of Republic Waste Services in Miami-Dade County; as such Republic Waste Services has ceased business operations in Miami-Dade County. As a result of this acquisition, the current franchise holders include: Waste Management, Inc., Waste Services, Inc., Choice Environmental Services and General Hauling Services, Inc.

At the December 9, 2009 City Commission meeting, the City Commission approved a referral to the Finance & Citywide Projects Committee to discuss the status of the franchise haulers and options that are available to the City to address the vacant slot or to pursue a different option.

There are two (2) basic options which are available to the City Commission in considering how to address the current waste hauler franchise vacancy. The City Commission may determine that a fifth franchise hauler should be procured through an RFP process or the City Commission may determine that the current four haulers is sufficient and negotiate an agreement with those haulers that may provide additional services to the City of Miami Beach and its residents.

In assessing the waste industry at the current time, there are very few waste hauling companies known to the City that the City might procure as a fifth hauler. In the last selection process in which the City undertook to fill a franchise hauler vacancy in February 2009, the viable businesses that were engaged in the process included: Choice, Environmental Services, World Resources and General Hauling Services, Inc. As the Commission is aware, General Hauling Services, Inc. was chosen as the fifth waste franchise hauler at that time. Subsequent to that selection process, Choice Environmental Services acquired the assets of Davis Sanitation and that franchise was transferred to Choice Environmental Services by action of the City Commission. The other viable company in the region, World Resources, Inc. has had its waste hauling division acquired by Waste Management and is no longer in that line of business.

Since the selection process in February 2009 for the last franchise hauler, the Administration has no knowledge of other companies that might have the interest and capability to serve as a franchise hauler for the City. As a result, there seem to be very few viable options that the City can pursue in a procurement process for a fifth hauler to fill the vacancy at this time.

With the current state of the waste industry, it appears that one of the most viable options for the City is to maintain the current four franchise haulers and to negotiate an agreement for additional services with those haulers that would inure to the benefit of the City and the residents of the City. This option is similar to that which was undertaken by the City many years ago when faced with a similar vacancy in the available number of franchise waste haulers. Previously, the City had negotiated with the then existing franchise waste haulers to develop a list of additional services and public benefit that would be provided to the community in exchange for an agreement with the City that the number of franchise waste haulers would remain at four and that the fifth slot would not be filled.

As indicated previously, the City has also pursued the other option of soliciting proposals for an added waste hauler to fill a vacancy as recently as 2009.

In order to assess the potential value of the option to maintain four franchisees and to allow the City Commission to make an informed decision, the Administration has proceeded with discussions with the current franchise holders to develop a list of potential benefits that could be conveyed to the City if an agreement is reached to maintain the number of franchise waste haulers at four rather than filling the fifth available slot.

While there are other options available to the Mayor and City Commission, clearly the option that does convey a substantial advantage and benefit to the community is to enter into an agreement with the franchise waste haulers to provide additional service while agreeing that the fifth franchise slot would remain vacant.

In conversations with the franchise waste haulers, it has been agreed that the franchise waste haulers in exchange for not filling the fifth franchise vacancy would offer the community the following list of services:

1. Provide the community two (2) hazardous material pick-up events per year.
Estimated value \$8,000.
2. Provide the City with an annual cash contribution equivalent to the purchase of fifteen (15) of the recently approved urban recycling containers valued each at between \$1,200 and \$1,300.
Estimated contract value \$18,750.
3. The four franchise waste haulers will develop a common brochure to distribute to all business and commercial accounts in the community that explains commercial recycling option available and the County requirement to undertake recycling. No direct value is estimated for the community; however, some cost is associated with the hauler development of the brochure. This approach will be similar to that currently used for multi-family dwellings.
4. The franchise waste haulers would reimburse the City for security services provided at the wasteful weekends held in the community each month.
Estimated value \$6,000.

5. Each of the franchise waste haulers would pay to the City one half of a percent of their gross revenues in each year for a green initiatives fund to be managed by the City. This contribution would increase by one half percent in each of the next two (2) years until a total of one and a half percent of the gross revenues was being contributed to the City in year three (3) of the franchise and thereafter.

First year estimated value \$90,000.
Second year estimated value \$180,000
Third year estimated value \$270,000
Fourth year estimated value \$270,000
Fifth year estimated value \$270,000

6. The franchise waste haulers would contribute \$75,000 per year to the City of Miami Beach for the specific purpose of paying for the individual school expenses associated with the International Baccalaureate Program, licensing and testing costs.

Estimated first year value \$75,000.00.

Estimated total first year total contribution to the City, \$197,750.

Estimated value to community over the five (5) years of the franchise, \$1,618,750.

The franchise waste haulers have agreed in conversation that the respective share for participation in the new services of each franchise holder would be proportionate to the market share which they maintain in the City of Miami Beach. This is the same manner of benefit distribution that is used for the current list of public benefits that is being paid by the franchise waste haulers.

The \$1,618,750 in added services and benefits is over and above previously negotiated services and benefits. The value of in-kind services provided by the Franchise Haulers prior to 2008 was valued at \$462,462. In 2008 when the franchise agreements were renewed by the City, an additional value of \$921,620 in services and benefits was negotiated as described below:

1. Disposal of litter collected by City crews in the Entertainment District (Lincoln Road, Washington Avenue, Collins Avenue, Ocean Drive, Beach walk, and Boardwalk). This service will be provided seven days a week. Total estimated savings of \$78,120.
2. Pick-up and disposal of all litter cans throughout the City except for litter cans located in the Entertainment District. This service will be provided seven days a week. Total estimated savings of \$775,000.
3. Expand recycling services to 17 additional City facilities. Franchisees to provide recycling containers and collect recycled material once a week. Total estimated savings of \$15,000.
4. Pick-up and disposal of recycled material in the public right-of-way and parks. Service will be provided two times per week. Total estimated savings of \$25,000.
5. Additional support for special events by providing 50 20-yard roll-off containers per year. Total estimated savings of \$10,000.
6. Additional support for special events by providing a discounted price on 30 port-o-lets per year. Total estimated savings of \$3,500.

7. Partnering with the City on a recycling education program. Total estimated savings of \$15,000.

The total value of the in-kind services and benefits provided by the four franchisees before adding the proposed \$1,618,750 in services and benefits was \$1,384,082. If the proposed services and benefits are added the new total available to the City would be valued at \$3,002,832.

As the additional benefits outlined above are significant, the franchise waste haulers also asked the City to consider extending the term of the franchise from its current three (3) year period to a five (5) year period beginning March 1, 2010. The franchise waste haulers indicated this term would allow them a longer time to amortize the cost of equipment that they needed to acquire in order to service the initial franchise award. The initial three (3) year term which was approved by the City Commission in 2008, was making it difficult both to amortize the equipment and difficult for the new franchisees to get an established position within the market. All of the franchise waste haulers indicated that the change in the term would enable them to stabilize their pricing that ultimately should inure to the benefit of the entire community.

The Administration agrees that if the option to negotiate additional benefits is to be pursued by the City Commission together with maintaining four rather than five franchise waste haulers, the change in term is a condition that is appropriate to provide.

A recommendation from the Finance & Citywide Projects Committee is needed on:

- 1) Should the City maintain four franchises and bargain for added public benefit and services?
 - a. Are the services indicated in the memo sufficient?
 - b. Is the Committee supportive of an extended initial term from 3 to 5 years?
- 2) Should a procurement process for the vacant franchise be pursued?

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COMMITTEE MEMORANDUM

To: Finance and Citywide Projects Committee Members

From: Jorge M. Gonzalez, City Manager

Date: January 26, 2010

Subject: **REPORT ON LIVING WAGE ANALYSIS**

The purpose of this memorandum is to provide the members of the Finance and Citywide Projects Committee with a report on the fiscal impact of amending the City's Living Wage Ordinance (LWO) revising the living wage rates with and without benefits.

BACKGROUND

The LWO's wage rates were originally determined and set at the federal poverty level for a household of four at the time of Ordinance adoption (2001). The current LWO requires City covered contractors to pay no less than \$8.56/hour, in addition to at least \$1.25/hour towards health benefits, or \$9.81/hour without health benefits.

The common practice by Miami-Dade County and other municipalities with similar ordinances is to annually adjust the wage rates based on the Consumer Price Index for all Urban Consumers (CPI-U) as set by the Miami/Ft. Lauderdale metropolitan area data provided by the U.S. Bureau of Labor Statistics. However, since the LWO adoption in 2001, the City has not adjusted its living wage rates.

The current LWO applies to 26 contracts for various general services and impacts over 600 workers. Vila and Sons, Inc. and SFM are not including in this report because their contracts were executed on October 1, 2009, and payroll records had not been collected at the time of this report.

LIVING WAGE SCENARIOS

The following scenarios are based on information provided by each eligible contractor in response to the City's request in July 2009 for payroll certifications. The payrolls represent the total hours worked and pay rates for each covered employee from January to June 2009, with exception to the holiday decorators that provided payroll information from November 2008 to January 2009. Total eligible employees and hours may vary and only approximate estimations can be provided.

The following scenarios provide for modifying the current LWO and the adjusted costs to the City:

1. **Miami-Dade County Rates:** The first scenario is to increase the living wage rates to meet those set by Miami-Dade County, which are \$11.36/hour and \$13.01/hour with and without benefits respectively. This includes increasing the health benefit costs to \$1.65/hour. Based on the total eligible contracts, the City's cost would be approximately \$1,914,133 million over a 12-month period. It is important to note that total cost does not take into consideration any ripple costs as a result of any payroll compressions. (See Attachment A)
2. **Federal Poverty Level as set by the Census Bureau:** The second scenario is to establish living wage rate increases based on federal poverty thresholds as set by the Census Bureau and the Department of Health and Human Services. The purpose is to establish an hourly rate that meets or exceeds the poverty thresholds for a household of four. Keep in mind that these projections are based on the 2008 poverty threshold. The threshold is expected to be increased later this year.

The current federal poverty threshold for a household of four is \$22,025. This would require the City to increase the living wage rate to at least \$8.94/hour with benefits and \$10.59/hour without to meet the threshold. The City's cost would be approximately \$335,662 over a 12-month period to increase the salaries for each eligible employee to meet this scenario. It is important to note that total cost does not take into consideration any ripple costs as a result of any payroll compressions. (See Attachment B)

3. **Federal Poverty Level Plus 15.6%:** The third scenario relates to the second in that is based on a proportionate increase to the federal poverty threshold for a household of four. When the City adopted its LWO, it not only set its living wage rates to meet the 2001 poverty threshold, but also surpassed it by 15.6%. The poverty threshold for a household of four in 2001 was \$17,650.

To keep the wage rates at 15.6%, the rates would be set at \$10.61/hour with benefits and \$12.26/hour without. The City's cost would be approximately \$1,412,551 over a 12-month period to increase the salaries for each eligible employee to meet this scenario. Again, it is important to note that total cost does not take into consideration any ripple costs as a result of any payroll compressions. (See Attachment C)

- 4a. **Federal Minimum Wage:** Given current economic conditions, a fourth scenario that should be considered is the fiscal impact of repealing the LWO and allowing contractors to offer its employees the federal minimum wage. Based on the current Federal Minimum Wage of \$7.25/hour, the total savings would be \$1,129,659 over a 12-month period.
- 4b. **Federal Minimum Wage Plus Benefits:** If one was to add the current contribution towards health benefits of \$1.25/hour to the minimum wage rate of \$7.25/hour, for a total of \$8.50/hour, then the total savings would be \$863,305 over a 12-month period. (See Attachment D)

The following table provides the 12-month cost impact by scenario. The results represent a cumulative living wage fiscal impact calculated over a 12-month period for each scenario. It is important to note that total cost does not take into consideration any ripple costs as a result of any payroll compressions.

Scenario	Hourly Rates w/ and w/o Health Benefits	12-Month Cost Impact Increase – (Decrease)
Scenario 1 – Miami-Dade County LW Rate	\$11.36 / \$13.01	\$1,914,133
Scenario 2 – Federal Poverty Level	\$8.94 / \$10.59	\$355,663
Scenario 3 – Federal Poverty Rate + 15.6%	\$10.61 / \$12.26	\$1,412,551
Scenario 4a – Federal Minimum Wage	\$7.25	(\$1,129,659)
Scenario 4b – Federal Minimum Wage + Health Benefits	\$8.50	(\$863,305)

FISCAL IMPACT ON CITY EMPLOYEES

According to City records, as of January 25, 2010, there are at most 13 part-time employees that would require adjustments in salary and benefits to meet the scenario with the highest wage rates.

The following table illustrates the potential City costs to meet the living wage rate scenarios by May 2010. The total compensation cost is based on the cost of providing all possible City benefits accordingly.

Scenario	Hourly Rate	# of Employees	Total Compensation Cost
1	\$ 13.01	13	\$18,721.29
2	\$ 10.59	0	
3	\$ 12.26	10	\$7,701.14
4a	\$7.25	0	
4b	\$8.50	0	

Living Wage Indexing: Commissioner Weithorn has recommended that the Living Wage Ordinance be amended to address the issue of indexing by using the Broward County Living Wage Ordinance as a guide. Broward's Living Wage Ordinance addresses the issue of indexing as follows:

“the living wage rate and health care benefits rate may be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U), calculated by the United States Department of Commerce. Notwithstanding the preceding, no annual increase shall exceed three percent (3%); nor shall an annual increase exceed the corresponding annual compensation increase (if any) provided to unclassified city employees.”

As always, please feel free to contact me should you have any questions or require additional information on this item.

JMG/PDW/GL/TC

Attachment A

Scenario 1: Increase living wage rate to match Miami-Dade County's rate (\$13.01/hr total compensation)						
Bid #	Vendor	Total Employees Reported	Total Impacted Employees	Current Reported Labor Cost	Scenario 1 (\$13.01) - LW Annual Increase	12-Month Cost Impact
RFP 41-08/09 - Parking Cashiers	Impark*	198	198	\$ 1,909,262.74	\$ 696,057.86	\$ 2,605,320.60
RFP 34-05/06 - Security Guards	Security Alliance	105	105	\$ 1,441,512.14	\$ 364,278.20	\$ 1,805,790.34
RFP 37-04/05 - Temporary Staff	Tri-State	52	52	\$ 807,131.68	\$ 263,284.54	\$ 1,070,416.22
RFP 04-07/08 - Janitorial Services	Vista Building	35	35	\$ 350,089.45	\$ 181,997.44	\$ 532,086.88
ITB 34-08/09 - Groundskeepers/Landscapers	Country Bill's	24	22	\$ 567,320.00	\$ 104,977.60	\$ 672,297.60
RFP 37-04/05 - Temporary Staff	A1A Employment	29	29	\$ 446,029.60	\$ 91,228.76	\$ 537,258.36
RFP 04-07/08 - Janitorial Services	Diamond Contract	10	10	\$ 96,569.64	\$ 50,202.68	\$ 146,772.32
RFP 17-05/06 - Parking Meter Collection	Standard Parking	11	11	\$ 145,884.42	\$ 42,764.48	\$ 188,648.90
ITB 34-08/09 - Groundskeepers/Landscapers	Superior Landscaping	94	70	\$ 193,137.96	\$ 32,882.51	\$ 226,020.47
ITB 34-08/09 - Groundskeepers/Landscapers	Everglades Environmental	8	4	\$ 177,789.60	\$ 19,611.50	\$ 197,401.10
RFP 37-04/05 - Temporary Staff	Transhire	6	5	\$ 86,559.14	\$ 18,883.04	\$ 105,442.18
RFP 04-07/08 - Janitorial Services	Omarcio Cleaning	7	5	\$ 140,580.00	\$ 18,192.26	\$ 158,772.26
ITB 34-08/09 - Groundskeepers/Landscapers	Florida Lawn	9	8	\$ 91,039.22	\$ 16,761.08	\$ 107,800.30
ITB 34-08/09 - Groundskeepers/Landscapers	Neighborhood Svcs.	6	3	\$ 164,320.00	\$ 12,542.40	\$ 176,862.40
ITB-33-07/08 - Holiday Decorations		16	15	\$ 3,237.08	\$ 354.53	\$ 3,591.61
RFP 37-04/05 - Temporary Staff	Creative Staffing	3	1	\$ 7,959.00	\$ 114.57	\$ 8,073.57
RFP 48-03/04 - Waste Management	Waste Management, Inc.	13	0	\$ 519,214.61	\$ -	\$ 519,214.61
RFP 45-06/07 - Printing Services	Solo Printing	5	0	\$ 181,375.70	\$ -	\$ 181,375.70
RFP 37-04/05 - Temporary Staff	Union Temporary Svcs.	1	0	\$ 1,407.64	\$ -	\$ 1,407.64
RFP 37-04/05 - Temporary Staff	Staffix	0	0	\$ -	\$ -	\$ -
RFP 37-04/05 - Temporary Staff	Westaff	0	0	\$ -	\$ -	\$ -
RFP 37-04/05 - Temporary Staff	David Wood	0	0	\$ -	\$ -	\$ -
RFP 37-04/05 - Temporary Staff	AppleOne	0	0	\$ -	\$ -	\$ -
RFP 37-04/05 - Temporary Staff	Tandem Staffing	0	0	\$ -	\$ -	\$ -
TOTAL		632	573	\$ 7,330,419.62	\$ 1,914,133.45	\$ 9,244,553.06

*Projected to 250,000 hours

**It is important to note that total cost does not take into consideration any ripple costs as a result of any payroll compressions.

*** Does not include SFM and Vila & Sons

Attachment B

Scenario 2: Increase living wage to meet current federal poverty level for household of 4 (\$10.59/hr. total compensation)						
Bid #	Vendor	Total Employees Reported	Total Impacted Employees	Current Reported Labor Cost	Scenario 2 (\$10.59) - LW Annual Increase	12-Month Cost Impact
RFP 41-08/09 - Parking Cashiers	Impark*	198	160	\$ 1,909,262.74	\$ 113,147.17	\$ 2,022,409.91
RFP 37-04/05 - Temporary Staff	Tri-State	52	52	\$ 1,441,512.14	\$ 64,175.61	\$ 871,307.29
RFP 34-05/06 - Security Guards	Security Alliance	105	88	\$ 807,131.68	\$ 52,234.98	\$ 2,022,569.91
RFP 04-07/08 - Janitorial Services	Vista Building	35	35	\$ 350,089.45	\$ 41,511.77	\$ 433,113.00
RFP 04-07/08 - Janitorial Services	Diamond Contract	10	10	\$ 567,320.00	\$ 22,901.45	\$ 119,471.09
ITB 34-08/09 - Groundskeepers/Landscapers	Country Bill's	24	12	\$ 446,029.60	\$ 12,126.40	\$ 579,446.40
RFP 17-05/06 - Parking Meter Collection	Standard Parking	11	10	\$ 96,569.64	\$ 8,127.83	\$ 154,012.26
ITB 34-08/09 - Groundskeepers/Landscapers	Superior Landscaping	94	53	\$ 145,884.42	\$ 7,297.97	\$ 200,435.93
ITB 34-08/09 - Groundskeepers/Landscapers	Florida Lawn	9	6	\$ 193,137.96	\$ 3,666.96	\$ 94,706.18
RFP 04-07/08 - Janitorial Services	Omarcio Cleaning	7	4	\$ 177,789.60	\$ 3,154.14	\$ 143,734.14
ITB 34-08/09 - Groundskeepers/Landscapers	Everglades Environmental	8	3	\$ 86,559.14	\$ 3,059.42	\$ 180,849.02
RFP 37-04/05 - Temporary Staff	Transhire	6	4	\$ 140,580.00	\$ 2,833.42	\$ 89,392.57
RFP 37-04/05 - Temporary Staff	A1A Employment	29	1	\$ 91,039.22	\$ 1,391.52	\$ 447,421.12
ITB-33-07/08 - Holiday Decorations		16	5	\$ 164,320.00	\$ 34.16	\$ 3,271.24
RFP 48-03/04 - Waste Management	Waste Management, Inc.	13	0	\$ 3,237.08	\$ -	\$ 519,214.61
RFP 45-06/07 - Printing Services	Solo Printing	5	0	\$ 7,959.00	\$ -	\$ 181,375.70
ITB 34-08/09 - Groundskeepers/Landscapers	Neighborhood Svcs.	6	0	\$ 519,214.61	\$ -	\$ 164,320.00
RFP 37-04/05 - Temporary Staff	Creative Staffing	3	0	\$ 181,375.70		\$ 7,959.00
RFP 37-04/05 - Temporary Staff	Union Temporary Svcs.	1	0	\$ 1,407.64		\$ 1,407.64
RFP 37-04/05 - Temporary Staff	Staffix	0	0	\$ -	\$ -	\$ -
RFP 37-04/05 - Temporary Staff	Westaff	0	0	\$ -	\$ -	\$ -
RFP 37-04/05 - Temporary Staff	David Wood	0	0	\$ -	\$ -	\$ -
RFP 37-04/05 - Temporary Staff	AppleOne	0	0	\$ -	\$ -	\$ -
RFP 37-04/05 - Temporary Staff	Tandem Staffing	0	0	\$ -	\$ -	\$ -
TOTAL		632	443	\$ 7,330,419.62	\$ 335,662.80	\$ 8,236,416.98

*Projected to 250,000 hours

**It is important to note that total cost does not take into consideration any ripple costs as a result of any payroll compressions.

*** Does not include SFM and Vila & Sons

Attachment C

Scenario 3: Matching proportionate increase with federal poverty level for a household of 4 (\$12.26/hr total compensation)

Bid #	Vendor	Total Employees Reported	Total Impacted Employees	Current Reported Labor Cost	Scenario 3 (\$12.26) - LW Annual Increase	12-Month Cost Impact
RFP 41-08/09 - Parking Cashiers	Impark*	198	197	\$ 1,909,262.74	\$ 510,171.45	\$ 2,419,434.19
RFP 34-05/06 - Security Guards	Security Alliance	105	103	\$ 1,441,512.14	\$ 260,632.31	\$ 1,702,144.45
RFP 37-04/05 - Temporary Staff	Tri-State	52	52	\$ 807,131.68	\$ 201,577.23	\$ 1,008,708.91
RFP 04-07/08 - Janitorial Services	Vista Building	35	35	\$ 350,089.45	\$ 151,323.71	\$ 501,413.16
ITB 34-08/09 - Groundskeepers/Landscapers	Country Bill's	24	22	\$ 567,320.00	\$ 70,657.60	\$ 637,977.60
RFP 37-04/05 - Temporary Staff	A1A Employment	29	29	\$ 446,029.60	\$ 60,256.91	\$ 506,286.51
RFP 04-07/08 - Janitorial Services	Diamond Contract	10	10	\$ 96,569.64	\$ 41,741.55	\$ 138,311.19
RFP 17-05/06 - Parking Meter Collection	Standard Parking	11	11	\$ 145,884.42	\$ 31,889.26	\$ 177,773.68
ITB 34-08/09 - Groundskeepers/Landscapers	Superior Landscaping	94	63	\$ 193,137.96	\$ 24,454.99	\$ 217,592.95
ITB 34-08/09 - Groundskeepers/Landscapers	Everglades Environmental	8	3	\$ 177,789.60	\$ 13,736.74	\$ 191,526.34
RFP 37-04/05 - Temporary Staff	Transhire	6	4	\$ 86,559.14	\$ 13,587.56	\$ 100,146.70
RFP 04-07/08 - Janitorial Services	Omarcio Cleaning	7	5	\$ 140,580.00	\$ 12,622.76	\$ 153,202.76
ITB 34-08/09 - Groundskeepers/Landscapers	Florida Lawn	9	8	\$ 91,039.22	\$ 11,751.45	\$ 102,790.67
ITB 34-08/09 - Groundskeepers/Landscapers	Neighborhood Svcs.	6	3	\$ 164,320.00	\$ 7,862.40	\$ 172,182.40
ITB-33-07/08 - Holiday Decorations		16	11	\$ 3,237.08	\$ 213.59	\$ 3,450.66
RFP 37-04/05 - Temporary Staff	Creative Staffing	3	1	\$ 7,959.00	\$ 71.82	\$ 8,030.82
RFP 48-03/04 - Waste Management	Waste Management, Inc.	13	0	\$ 519,214.61	\$ -	\$ 519,214.61
RFP 45-06/07 - Printing Services	Solo Printing	5	0	\$ 181,375.70	\$ -	\$ 181,375.70
RFP 37-04/05 - Temporary Staff	Union Temporary Svcs.	1	0	\$ 1,407.64	\$ -	\$ 1,407.64
RFP 37-04/05 - Temporary Staff	Staffix	0	0	\$ -	\$ -	\$ -
RFP 37-04/05 - Temporary Staff	Westaff	0	0	\$ -	\$ -	\$ -
RFP 37-04/05 - Temporary Staff	David Wood	0	0	\$ -	\$ -	\$ -
RFP 37-04/05 - Temporary Staff	AppleOne	0	0	\$ -	\$ -	\$ -
RFP 37-04/05 - Temporary Staff	Tandem Staffing	0	0	\$ -	\$ -	\$ -
TOTAL		632	557	\$ 7,330,419.62	\$ 1,412,551.30	\$ 8,742,970.92

*Projected to 250,000 hours

**It is important to note that total cost does not take into consideration any ripple costs as a result of any payroll compressions.

*** Does not include SFM and Vila & Sons

Attachment D

Scenario 4: Repeal the ordinance (\$7.25/hr & \$8.50/hr)

Bid #	Vendor	Total Employees Reported	Current Reported Labor Cost	Scenario 4a (\$7.25) - LW Savings	Scenario 4b (\$8.50) - LW Savings
RFP 41-08/09 - Parking Cashiers	Impark*	198	\$ 1,909,262.74	\$ (296,483.15)	\$ (201,719.48)
RFP 37-04/05 - Temporary Staff	Tri-State	52	\$ 807,131.68	\$ (210,627.64)	\$ (107,782.11)
RFP 34-05/06 - Security Guards	Security Alliance	105	\$ 1,441,512.14	\$ (154,442.40)	\$ (181,079.67)
ITB 34-08/09 - Groundskeepers/Landscapers	Country Bill's	24	\$ 567,320.00	\$ (100,867.00)	\$ (85,982.00)
RFP 48-03/04 - Waste Management	Waste Management, Inc.	13	\$ 519,214.61	\$ (57,314.52)	\$ (61,648.90)
ITB 34-08/09 - Groundskeepers/Landscapers	Superior Landscaping	94	\$ 193,137.96	\$ (42,196.43)	\$ (36,917.95)
ITB 34-08/09 - Groundskeepers/Landscapers	Neighborhood Svcs.	6	\$ 164,320.00	\$ (41,213.12)	\$ (16,621.20)
ITB 34-08/09 - Groundskeepers/Landscapers	Everglades Environmental	8	\$ 177,789.60	\$ (39,064.81)	\$ (41,991.52)
RFP 37-04/05 - Temporary Staff	A1A Employment	29	\$ 446,029.60	\$ (34,789.09)	\$ (37,592.47)
RFP 45-06/07 - Printing Services	Solo Printing	5	\$ 181,375.70	\$ (30,164.97)	\$ (29,862.26)
RFP 17-05/06 - Parking Meter Collection	Standard Parking	11	\$ 145,884.42	\$ (29,188.56)	\$ (16,686.32)
RFP 04-07/08 - Janitorial Services	Omarcio Cleaning	7	\$ 140,580.00	\$ (26,788.39)	\$ (9,143.66)
RFP 37-04/05 - Temporary Staff	Transhire	6	\$ 86,559.14	\$ (21,756.37)	\$ (14,235.98)
ITB 34-08/09 - Groundskeepers/Landscapers	Florida Lawn	9	\$ 91,039.22	\$ (18,932.58)	\$ (18,398.37)
RFP 04-07/08 - Janitorial Services	Vista Building	35	\$ 350,089.45	\$ (16,374.91)	\$ (1,226.95)
RFP 04-07/08 - Janitorial Services	Diamond Contract	10	\$ 96,569.64	\$ (7,389.38)	\$ (338.45)
RFP 37-04/05 - Temporary Staff	Creative Staffing	3	\$ 7,959.00	\$ (1,558.29)	\$ (1,590.91)
ITB-33-07/08 - Holiday Decorations		16	\$ 3,237.08	\$ (507.28)	\$ (487.01)
RFP 37-04/05 - Temporary Staff	Union Temporary Svcs.	1	\$ 1,407.64	\$ -	\$ -
RFP 37-04/05 - Temporary Staff	Staffix	0	\$ -		
RFP 37-04/05 - Temporary Staff	Westaff	0	\$ -		
RFP 37-04/05 - Temporary Staff	David Wood	0	\$ -		
RFP 37-04/05 - Temporary Staff	AppleOne	0	\$ -		
RFP 37-04/05 - Temporary Staff	Tandem Staffing	0	\$ -		
TOTAL		632	\$ 7,330,419.62	\$ (1,129,658.89)	\$ (863,305.20)

*Projected to 250,000 hours

**It is important to note that total cost does not take into consideration any ripple costs as a result of any payroll compressions.

*** Does not include SFM and Vila & Sons

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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 Members

From: Jorge M. Gonzalez, City Manager

Date: January 26, 2010

Subject: **REPORT ON AMENDING THE LIVING WAGE ORDINANCE TO ELIMINATE THE OPTION FOR COMPANIES TO NOT PROVIDE HEALTH BENEFITS (BY PAYING THE HIGHER HOURLY RATE).**

As referred by former Commissioner Victor M. Diaz, Jr. at the October 14th City Commission Meeting, the purpose of this memorandum is to provide the members of the Finance and Citywide Projects Committee with information relative to amending the City's Living Wage Ordinance, to eliminate the option for a Covered Employer¹ to not provide health benefits to its employees.

BACKGROUND

Pursuant to the Living Wage Ordinance (Ord. No. 2001-3301), Section 2-408 (b) entitled, Health Benefits; eligibility period, states:

"For a covered employer or the city to comply with the living wage provision by choosing to pay the lower wage scale available when a covered employer also provides health benefits, such health benefits shall consist of payment of at least \$1.25 per hour toward the provision of health benefits for covered employees and their dependents."

The existing Living Wage Ordinance (hereafter referred to as the "Ordinance") provides City service contractors² (hereafter referred to as the "contractor") the option to pay no less than \$8.56/hour, in addition to at least \$1.25/hour towards health benefits, or \$9.81/hour without health benefits.

¹ *Covered Employer* means the City and any and all Service Contractor, whether contracting directly or indirectly with the City, and subcontractors of a Service Contractor.

² *Service contractor* is any individual, business entity, corporation (whether for profit or not for profit), partnership, limited liability company, joint venture, or similar business who is conducting business in Miami Beach, or Miami-Dade County, and meets one of the two following criteria:

(1) The service contractor is:

a. Paid in whole or part from one or more of the city's general fund, capital project finds, special revenue funds, or any other funds either directly or indirectly, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; or

b. Engaged in the business of, or part of, a contract to provide, a subcontract to provide, or similarly situated to provide, services, either directly or indirectly for the benefit of the city. However, this does not apply to contracts related primarily to the sale of products or goods.

There are three (3) options provided to contractors under the Ordinance:

(1) a contractor can require its employees to enroll in health benefits, and therefore pay the lower wage (\$8.56, with \$1.25 minimum per hour towards the premium), regardless of employee preference;

(2) a contractor can choose to not provide health benefits, therefore requiring an employee to receive the higher wage (\$9.81 per hour); or

(3) a contractor can provide the option to its employees of enrolling in health benefits or taking the higher wage.

Currently there are a total of twenty-six (26) City contractors subject to the Ordinance. Of these contractors, seventeen (17) do not provide health benefits (opting for the higher wage rate); seven (7) which provide either option (in some cases health benefits are offered only to full-time employees of 35 hours or more per week); and two (2) that require their employees to receive health benefits (opting to pay the lower wage rate).

PROPOSED AMENDMENT

Commissioner Diaz's proposed amendment to eliminate the option for contractors to not provide health benefits (essentially removing the aforementioned Option No. 2) could foreseeably have the following impact(s):

1. May limit competition in the acquisition of City service contract.

- Some health insurance carriers do not provide group coverage to a company that has 50 or less enrolled employees. Often times, City service contracts covered under the Ordinance are with small businesses that employ less than 50 employees. Therefore, the proposed amendment may limit contractors who can do business with the City to only larger companies (51 or more employees on payroll).
- The aforesaid information regarding small group coverage was provided to the City by its insurance broker of record, Gallagher, which went on the state: *"There is small group size health coverage available to 50 or less enrolled employees. However, the coverage that can be obtained for such a small group size has very high premiums and the only coverage Gallagher could reference for the circumstances given (10 enrolled employees with a payment of \$200 per month or \$1.25/hr, per employee) would entail an HSA coverage that requires a \$2,500-\$5,000 deductible and would be based on the individuals health history and age which would determine the premium. Therefore, a company could offer a composite rate, which is a premium that is the same for all enrolled employees, or a rate that is different for each employee enrolled based on the individuals' conditions."*
- May limit the number of bids received from City service contractors who choose to subcontract labor under City contracts, by now requiring the subcontractors to also provide health benefits to their employees (as the only way of complying with the Ordinance).

2. Does not eliminate a Contractor's option to require its employees to enroll in health benefits, regardless of employee preference (as noted in Option No. 1 on page 2 hereof).

- The City's Contracts Compliance Specialist randomly selected and interviewed employees currently employed with a City service contractor that opts to comply with the Ordinance by offering health benefits (as this paying the lower rate), have complained that they have benefits through other means and do not use the one offered through the company. They would prefer the higher wage rate. Therefore, covered employees³ who may receive health coverage through spouses or other employment (service employees are often on a part-time basis) will continue to not have the option of a higher wage.

3. Does not specify what qualifies as "health benefits"

- The Ordinance does not currently define the term "health benefits." This has enabled Contractors to offer ambiguous health insurance coverage, such as Axis⁴ cards. Other governmental entities (i.e.-Miami Dade County) have amended their living wage ordinances to include a definition, such as the following, "*Health Benefit Plan for purposes of complying with this section shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in § 627.6699(12)(a), Florida Statutes*" (See also Attached County Manager Memorandum, dated May 9, 2006).

CONCLUSION

For the reasons set forth herein, the Administration recommends that the Finance and Citywide Projects Committee recommend to the Mayor and City Commission, that the Living Wage Ordinance not be amended to eliminate the option currently available to employers to pay the higher wage rate without contributions towards health benefits.

JMG/PDW/RA/GL

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³ *Covered employee* means anyone employed by the city or any service contractor, as further defined in this division, either full or part time, as an employee with or without benefits or as an independent contractor.

⁴ *Axis* was a health insurance company utilized by former security guard services contractor, Internal Intelligence Service, Inc. which offered a "use it or lose it" cafeteria plan that provided limited coverage.

Memorandum



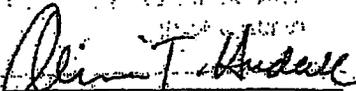
Date: May 9, 2006

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Ordinance Amending Section 2-8.9 of the Code Relating to the Living Wage Ordinance to Refine Health Benefit Eligibility Requirements

This ordinance amending Section 2-8.9 of the Code of Miami-Dade County refines health benefit requirements, including provisions for a Health Benefit Plan with standard health benefits meeting requirements set forth in State Statute 627.6699(12)(a). The fiscal impact cannot be determined at this time.


Assistant County Manager

cmo06906



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: May 9, 2006

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Amended
Agenda Item No. 7(I)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor Amended _____
Veto _____ Agenda Item No. 7(I)
Override _____ 5-9-06

ORDINANCE NO. 06-67

ORDINANCE AMENDING SECTION 2-8.9 OF THE CODE OF MIAMI-DADE COUNTY (THE LIVING WAGE ORDINANCE) TO REFINER HEALTH BENEFIT ELIGIBILITY REQUIREMENTS; AUTHORIZING ADDITIONAL PENALTIES FOR NON-COMPLIANCE; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, the Board of County Commissioners on May 11, 1999, enacted Ordinance 99-44 establishing a Living Wage requirement for specified County service contracts, specified permittees and for County employees, which was codified in the County Code as Section 2-8.9 ("Living Wage Ordinance"); and

WHEREAS, the Board of County Commissioners in the Living Wage Ordinance established an advisory board known as the Living Wage Commission to make recommendations to the Board of County Commissioners regarding the effectiveness of the Living Wage Ordinance; and

WHEREAS, after much discussion by the Living Wage Commission Advisory Board, it is apparent that refining the health benefits requirements and strengthening the penalties for non-compliance will enhance the effectiveness of the Living Wage Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 2-8.9 of the Code of Miami-Dade County, Florida, is hereby amended as follows:¹

Sec. 2-8.9. Living Wage Ordinance For County Service Contracts and County Employees.

LIVING WAGE

(A) Living Wage Paid

(1) Service contractors.

All Service Contractors as defined by this Chapter, including MIA General Aeronautical Service Permittees (subject to restrictions if any applicable to such permit), performing Covered Services with Miami-Dade County shall pay to all of its employees providing Covered Services, a Living Wage of no less than \$8.56 per hour with a health ~~>>benefit plan<< [[benefits]]~~ as described in this section, or otherwise \$9.81 per hour, ~~>>or the current rate for the given year in the manner provided for herein for the adjustment of the Living Wage rate<<~~

(B) Health ~~>>Benefit Plan<< [[Benefits]]~~.

~~>>(1)<< For a Covered Employer or the County to comply with the Living Wage provision by choosing to pay the lower wage scale available when a Covered Employer also provides >>a<< Health Benefit >>Plan<<, such Health Benefit >>Plan<< shall consist of payment of at least \$1.25 per hour towards the provision of a >>Health Benefit Plan<< [[health care benefits]] for employees and >>, if applicable, << their dependents. [[If the health benefit plan of a covered employer or the County requires an initial period of employment for a new employee to be eligible for health~~

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

~~benefits (eligibility period) such covered employer or the County may qualify to pay the \$8.56 per hour wage scale during a new employee's initial eligibility period provided the new employee will be paid health benefits upon completion of the eligibility period.]]~~. >>The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a Health Benefit Plan. If the Service Contractor pays less than the required amount for providing a Health Benefit Plan provided in this section, then the Service Contractor may comply with the Living Wage requirements by paying the difference between the premium it pays for the Health Benefit Plan of the Covered Employee and the minimum amount required by this section for a qualifying Health Benefit Plan. The Service Contractor may require that all employees enroll in a Health Benefit Plan offered by the Service Contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage.<< Proof of the provision of a Health >>Benefit Plan<< [[Benefits]] must be submitted to the awarding authority to qualify for the wage rate for employees with a Health Benefit Plan. [[health benefits]]. >>Health Benefit Plan for purposes of complying with this section shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a) Florida Statutes.

(2) To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

- (a) Provided the Covered Employer will be providing a qualifying Health Benefit Plan to a new employee upon the completion of such employee's eligibility period required under the Covered Employer's Health Benefit Plan and the Covered Employer has taken the necessary steps to effectuate coverage for such employee, a Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire.
- (b) If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer commencing on the ninety first (91st) day of the new employee's initial eligibility period.

must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.<<

* * *
COMPLIANCE AND ENFORCEMENT
* * *

(D) **Sanctions Against Service Contractors.** For violations of this Ordinance as determined pursuant to the procedures set forth by Administrative Order, the County may sanction a Service Contractor for violations of this Ordinance by requiring the Service Contractor to pay wage restitution to the affected employee. The County may also sanction the Service Contractor in at least one of the following additional ways:

- (1) Damages payable to the County in the sum of up to \$500 for each week for each Covered Employee found to have not been paid in accordance with this Chapter;
- (2) The County may suspend or terminate payment under the contract or terminate the contract with the Service Contractor;
- (3) The County may declare the Covered Employer ineligible for future service contracts for three (3) years or until all penalties and restitution have been paid in full, whichever is longer. In addition all employers shall be ineligible under this section where principal officers of the employer were principal officers of an employer who has been declared ineligible under this Chapter; and.
- (4) All such sanctions recommended or imposed shall be a matter of public record.

>>(5) A Service Contractor who fails to respond to a notice of noncompliance, fails to attend a Compliance Meeting, or who does not timely

request an administrative hearing from an adverse compliance determination made by DBD after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of non-compliance and, in the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the employee and the Service Contractor may be fined the applicable penalty for such underpayment as follows. In the case of underpayment of the required Living Wage rate, the amount equal to the amount of such underpayment may be withheld from the Service Contractor and remitted to the employee and in addition, the Service Contractor may also be fined for such noncompliance as follows:

- (A) for the first underpayment, a penalty in an amount equal to 10% of the amount
- (B) for the second underpayment, a penalty in an amount equal to 20% thereof.
- (C) for the third and successive underpayments, a penalty in an amount equal to 30% thereof.
- (D) A fourth violation, shall constitute a default of the subject contract and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray DBD's costs of administering the Living Wage provisions. If the required payment is not made within

a reasonable period of time, the noncomplying Service Contractor and the principal owners thereof shall be prohibited from bidding on or otherwise participating in County Living Wage contracts for a period of three (3) years.<<

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 4. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED: May 9, 2006

Approved by County Attorney as
to form and legal sufficiency:



Prepared by:



Eric A. Rodriguez

Sponsored by Commissioner Natacha Seijas
and Commissioner Dorrin D. Rolle

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MIAMIBEACH

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

COMMITTEE MEMORANDUM

To: Finance and Citywide Projects Committee Members

From: Jorge M. Gonzalez, City Manager

Date: January 26, 2010

Subject: **DISCUSSION REGARDING A REQUEST FOR PROPOSALS (RFP) FOR A NEW SECURITY GUARD CONTRACT.**

Attached please find the DRAFT RFP for Security Guard Services for your discussion. An important part of the discussion before the Member of the Finance and Citywide Projects Committee is whether the Living Wage Ordinance will be amended to reflect new wage rates and health benefits requirements.

It is important to note that as a result of today's market conditions, the Administration has consistently re-issued RFPs and Invitation to Bids in lieu of exercising any renewal options. The current contract with Security Alliance expires on April 30, 2010, with three (3) one-year renewal options.

As always, please feel free to contact me should you have any questions or require additional information on this item.

JMG/PDW/GL/CD



MIAMIBEACH

REQUEST FOR PROPOSALS (RFP)

PROVIDE UNARMED SECURITY GUARD SERVICES

RFP # _____

BID OPENING: _____ AT 3:00 P.M.

POINT OF CONTACT:

Gus Lopez, *CPPO, Procurement Director*

CITY HALL

PROCUREMENT DIVISION – 3RD Floor

1700 Convention Center Drive, Miami Beach, FL 33139

Phone: 305.673.7490

Fax: 786.394.4007

Website: <http://web.miamibeachfl.gov/procurement/>

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MIAMIBEACH

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

PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 305-673-7851

PUBLIC NOTICE

PROVIDE UNARMED SECURITY GUARD SERVICES Request for Proposals (RFP) No. _____

Scope of Services

This Request for Proposals (RFP) seeks responses from licensed and high performing contractors with strong professional qualifications to provide two different levels of Unarmed Security Guard Services. Pursuant to the City Key Intended Outcome to Increase Resident Ratings of Public Safety Services, the City's Police Department is in need of a "best value" solution.

The billing rate quoted shall include full compensation for labor, equipment use, travel time, hiring of security guards, to include but not limited to all training, drug screening, background checks, and psychological testing of employees assigned to Miami Beach posts, 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.

Sealed proposals will be received until **3:00 PM** on _____, at the following address:

**City of Miami Beach
City Hall
Procurement Division -- Third Floor
1700 Convention Center Drive
Miami Beach, Florida 33139**

Any response received after 3:00 PM on _____ will be returned to the contractor unopened. The responsibility for submitting proposals before the stated time and date is solely the responsibility of the contractor.

The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

A Pre-Proposal Submission Meeting is scheduled for _____ at the following address:

TBD

Attendance (in person or via telephone) to this Pre-Proposal submission meeting is encouraged and recommended as a source of information but is not mandatory. Contractors interested in participating in the pre-Proposal submission meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1-800-915-8704 (Toll-free North America)
- (2) Enter the MEETING NUMBER: *2659980* (note that number is preceded and followed by the star (*) key).

Contractors who are interested in participating via telephone, please send an e-mail to guslopez@miamibeachfl.gov expressing your intent to participate via telephone.

The City of Miami Beach reserves the right to accept any proposal deemed to be in the best interest of the City of Miami Beach, or waive any informality in any proposal. The City of Miami Beach may also reject any and all proposals.

YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR PROPOSAL IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE: <http://www.miamibeachfl.gov/newcity/depts/purchase/bidintro.asp>

- CONE OF SILENCE – ORDINANCE NO. 2002-3378
- CODE OF BUSINESS ETHICS – RESOLUTION NO. 2000-23879.
- DEBARMENT PROCEEDINGS – ORDINANCE NO. 2000-3234.
- PROTEST PROCEDURES – ORDINANCE NO. 2002-3344.
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES – ORDINANCE NO. 2002-3363.
- LIVING WAGE REQUIREMENT –ORDINANCE NO. 2001-3301. Pursuant to City of Miami Beach Living Wage Ordinance, as codified in Chapter 2, Division 6, Section 2-407 thru 2-410 of the Miami Beach Code, all service contractors, entering into a contract with the city shall pay to all its employees, a living wage of not less than \$8.56 an hour with health benefits, or a living wage of not less than \$9.81 an hour without health benefits. For a covered employer to company with the living wage provision by choosing to pay the lower wage scale (\$8.56/hour) when a covered employer also provides health benefits, such health benefits shall consist of payment of at least \$1.25 per hour toward the provision of health benefits for covered employees and their dependents.

Sincerely,

Gus Lopez, CPPO
Procurement Director



MIAMI BEACH

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

PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 305-673-7851

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SECTION I – OVERVIEW

A. INTRODUCTION / BACKGROUND

Pursuant to the City Key Intended Outcome to Increase Resident Ratings of Public Safety Services, the City's Police Department is in need of a "best value" solution.

The purpose of this RFP is to establish a contract for providing two different levels of Unarmed Security Guards for the City of Miami Beach (the "City") for a three-year period. The contract will commence 30 calendar days after the award by the Mayor and City Commission, and shall remain in effect for a period of three (3) years, unless terminated by the City. Providing the Successful Proposer(s) will agree to maintain the same terms and conditions of the current contract, this contract could be extended for an additional three (3) years, on a year-to-year basis, at the sole discretion and option of the City.

B. PURPOSE

It is the intent of this RFP is to use the "Best Value" Procurement process to select a Security Guard Contractor with the experience and qualifications; the ability; capability, and capacity; and proven past successful performance in providing high quality unarmed security guard services.

C. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

RFP Issued
Pre-Proposed Submission Meeting
Deadline for receipt of questions
Deadline for receipt of responses
Evaluation committee meetings
Commission approval/
authorization of negotiations
Contract negotiations
Projected contract start date

Comment [CoMB1]: DATES TO BE DETERMINED – BASED ON WHEN CITY COMMISSION AUTHORIZES ISSUANCE OF THE RFP.

D. PROPOSALS SUBMISSION

An original and ten (10) copies of Contractors' proposal will be received until 3:00 p.m. on _____, at the following address:

**City of Miami Beach
City Hall
Procurement Division -- Third Floor
1700 Convention Center Drive
Miami Beach, Florida 33139**

The original and all copies must be submitted to the Procurement Division in a sealed envelope or container stating on the outside the Contractor's name, address, telephone number, RFP number and title, and due date. **No facsimile or e-mail responses will be considered.**

The responsibility for submitting a response to this RFP to the Procurement Division on or before the

stated time and date will be solely and strictly that of the contractor. The City will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. Responses received after the RFP due date and time will not be accepted and will not be considered.

E. PRE-PROPOSAL SUBMISSION MEETING

A Pre-Proposal Submission Meeting is scheduled for _____ at _____ at the following address:

**City of Miami Beach
City Hall
First Floor Conference Room
1700 Convention Center Drive
Miami Beach, Florida.**

Attendance (in person or via telephone) is encouraged and recommended as a source of information but is not mandatory. Contractors interested in participating in the pre-RFP submission meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1-800-915-8704 (Toll-free North America)

(2) Enter the MEETING NUMBER: *2659980* (note that number is preceded and followed by the star (*) key).

Contractors, who are interested in participating via telephone, please send an e-mail to the contact person listed on the next page, expressing your intent to participate via telephone.

F. CONTACT PERSON

The contact person for this RFP is Gus Lopez, Procurement Director. Mr. Lopez may be reached by phone: 305.673.7490; fax: 786.394.4007; or e-mail: guslopez@miamibeachfl.gov.

The City's Procurement Director is authorized by the City's Code of Silence Ordinance to have oral communications with prospective Contractors relative to matters of process or procedures only.

Requests for additional information or clarifications must be made in writing to the Procurement Director. Facsimile or e-mail requests are acceptable. Please send all questions to johnellis@miamibeachfl.gov and copy the City Clerk's office RobertParcher@miamibeachfl.gov.

The Procurement Director will issue replies to inquiries and additional information or amendments deemed necessary in written addenda, which will be issued prior to the deadline for responding to this RFP.

Contractors should not rely on representations, statements, or explanations other than those made in this RFP or in any addendum to this RFP.

Contractors are advised that oral communications between the Contractors or their representatives and the Mayor or City Commissioners and their respective staff, or members of the City's administrative staff to include the City Manager and his staff, or evaluation committee members is prohibited.

G. TERM OF CONTRACT

This contract shall commence the day specified in the contract as a result of negotiations, and remain in effect for a period of three (3) years.

The City of Miami Beach has the option to renew the contract at its sole discretion for an additional three (3) year period on a year-to-year basis. Renewal of the contract is a City of Miami Beach prerogative, not a right of the contractor. Such option will be exercised, if at all, only when it is in the best interest of the City of Miami Beach.

In the event that the contract is held over beyond the term herein provided it shall only be from a month-to-month basis only and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein, and shall not exceed six (6) months.

Option to Renew / Adjustment to Contract Amount: In the event the City of Miami Beach exercises its option to renew beyond the initial three (3) year contract, the contract prices and any other terms the City may choose to negotiate, will be reconsidered for adjustment prior to renewal due to increases or decreases in labor costs; but in no event will the prices be increased or decreased by a percentage greater than the percentage change reflected in the Consumer Price Index – All Urban Areas (CPI-U) as published by the U.S. Department of Labor. The City of Miami Beach reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the City.

SECTION II -- SCOPE OF SERVICES

CONTRACT REQUIREMENTS

The Successful Proposer(s) will provide the following:

- A minimum of one (1) roving shift supervisor equipped with an automobile on duty within the City limits of Miami Beach at all times. This supervisor 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 (MBPD), Contract Administrator.
- A written street/park lighting report, where applicable, forwarded to the Miami Beach Police Department 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 Proposer's 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 to the threat 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 others contractors for the purpose of obtaining additional resources in the event that the Successful Proposer(s) cannot perform. If such arrangements are deemed necessary, then the Successful Proposer(s) 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 Proposer(s).

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 Proposer(s) will be responsible for advertising and recruiting help, 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 Proposer(s) for the number of hours provided monthly in accordance with the contract price schedule. The Successful Proposer(s) will provide a Schedule of Values/Payment Schedule to the City's Contract Administrator for review and approval, prior to the commencement of work.

Safeguards for the City's protection will be made a part of this new contract. Should the successful proposer(s) provide security guards employed by a sub-contractor the successful proposer(s) will be required to provide a Labor and Materials (Payment Bond), in the amount of \$100,000. The successful proposer(s) will also provide an Employee Dishonesty Bond in the amount of \$25,000. Additionally, the City reserves the right to deduct payment(s) in an amount specified in the bid/contract documents for either non-qualified security guard, and/or for unsatisfactory performance in accordance with the specified Terms and Conditions of the RFP.

RECORDS

The Successful Proposer(s) 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 Proposer will maintain accurate and complete records of personnel criteria, training criteria and biographical data of all personnel affiliated with this Contract. The Successful Proposer 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.
- Proof of successful Background check, Drug screen, and Polygraph examination.
- 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.

The City reserves the right to perform audit investigations of the Successful Proposer's 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 Proposer(s) 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 wards unless specifically exempted by the City of Miami Beach Contract Administrator.

Regular Security Officer Duties

1. All security personnel furnished by the Successful Proposer(s) 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 Proposer(s) 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 Proposer'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 Proposer'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 Proposer(s) 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 Proposer(s) 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 Proposer(s) will provide all related forms, pencils, pens and miscellaneous office supplies.
14. All equipment utilized by the Successful Proposer(s) in the execution of this contract shall be maintained by the Successful Proposer(s).
15. All Successful Proposer(s) personnel will read, understand and follow the attached "Post Orders for the City of Miami Beach Security Guard Contracts.

Supervisor Duties

The Successful Proposer's supervisor in charge of its employee(s) 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. Insure 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 of Miami Beach for security personnel supplied by the Successful Proposer(s) unless pre-approved by the City of Miami Beach Contract Administrator.

Personnel Probation

The City's Contract Administrator or designated representative personnel may observe each employee of the Successful Proposer(s) 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 Proposer(s) 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 Proposer(s) 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 Internal Intelligence to provide services for the City of Miami Beach must successfully complete a polygraph examination, to be conducted at the Successful Proposer(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 Proposer(s) will wear a nameplate bearing the guard's name. Successful Proposer'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 Proposer(s) 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 Proposer'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 Proposer(s), 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 Proposer'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.

Assignment of Contract

Successful Proposer 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 Proposer(s) 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 Proposer(s) 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 Proposer(s), its employees or agents.

Expenditures

The Successful Proposer(s) 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 Proposer(s) must assume.

Fine

Fines may be imposed on the Successful Proposer(s) 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 Proposer(s) 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 Proposer(s) 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
9. 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:

January 26, 2010
City of Miami Beach

RFP No: _____
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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 Proposer(s) to perform in accordance with contract requirements.

PRE-AWARD INSPECTION OF FACILITY

The Successful Proposer(s) 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 Proposer(s) 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 Proposer(s) will maintain a South Florida office with supervisory personnel reachable by telephone (only) on a 24-hour basis.

COMMUNICATION SYSTEM

The Successful Proposer 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 Proposer 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 PROPOSER CENTRAL DISPATCH

The Successful Proposer(s) 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 Proposer(s) personnel must be available at the Central Dispatch Station who has the ability and authority to take immediate action on behalf of the Successful Proposer(s), as required.

The Successful Proposer(s) will provide the names, with all pertinent information of these assigned personnel, to the City's Contract Administrator.

SYSTEM QUALITY

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

1. The Successful Proposer(s) 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 Proposer(s) must provide/lease an exclusive radio frequency operated exclusively by the Contractor. Radios will have printout identification and emergency capability.
3. The Successful Proposer(s) 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 Proposer(s) 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 Proposer(s) 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 Proposer'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 Proposer(s) is unable and/or unwilling to make changes deemed necessary by the City of Miami Beach, then the Successful Proposer(s) 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 Proposer(s) 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, prior to any termination procedures.

PROVIDED BY THE CITY OF MIAMI BEACH

The City of Miami Beach will provide to Successful Proposer(s), 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 Proposer(s) due to lack of performance and after Successful Proposer(s) 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 Proposer(s) not providing required training to all assigned security guards;
- e. Successful Proposer(s) not providing the required trained supervisory personnel;
- f. Successful Proposer(s) to ensure compliance of Miami Beach Security Contractor's Post Orders Manual;
- g. Successful Proposer(s) 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 Proposer(s) 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 Proposer(s) 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 Proposer(s) 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 Proposer's Contract Administrator and the City's Contract Administrator, and a copy will be forwarded to the Procurement Director. Should the Successful Proposer(s) 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 Proposer(s). The Successful Proposer(s) 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 Vendor and the CMB Procurement Dept. Security Contract Administrator's decision is final.

KEY CONTROL

The Successful Proposer(s) will establish and implement methods of ensuring that all keys issued to the Successful Proposer(s) by the City are not lost, or misplaced, and are not used by unauthorized person(s). No keys issued the Successful Proposer(s) by the City will be duplicated. The Successful Proposer(s) 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 Proposer(s) may be required to replace, re-key, or to reimburse the City for replacement of locks or re-keying as a result of Successful Proposer(s) 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 Proposer(s) 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 Proposer(s) will be directly responsible for instructing employees in utilities conservation practices. The Successful Proposer(s) will be responsible for operating under conditions, which preclude the waste of any/all utilities.

FIRE AND SECURITY

Successful Proposer(s) 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 Proposer(s) 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 Proposer(s) employee is terminated, City of Miami Beach Contract Administrator and Procurement Director will be advised in writing.

CUSTOMER SERVICE:

Excellent customer service is the standard of the City of Miami Beach. As contract employees of the City, all employees will be required to adhere to the City's "Service Excellence" standards and expected to conduct themselves in a professional, courteous and ethical manner in all situations. The successful bidder's employees must work as a cooperative team of well-trained professionals, and must serve the public with dignity and respect. All business transactions with the City will be conducted with honesty, integrity, and dedication.

Customer Service Standards:

All City employees have been trained and are expected to perform to the City of Miami Beach's customer service standards. All vendors and contractors that are partnered with the City are also expected to perform and comply with these customer service standards. The customer service standards are provided below and are segmented based on different forms of customer interactions. Information is also provided on how these customer standards are monitored.

Telephone

- Telephones will be covered at all customer-contact points during normal business hours answering within the third ring.
- Phone messages received will be responded to (if requested) in a timely manner, two business days, even if just to acknowledge receipt. An estimate of time to resolve the problem to be given if applicable.
- Calls coming from external sources will be answered with a consistent greeting such as

"Good morning, City of Miami Beach, John Smith, may I help you?"

- Employee will take responsibility for providing a solution and/or options to the customer's request.
- Request permission from the caller before transferring a call, provide the caller with the name and number of the person being transferred to, and stay on the line to announce the caller to the person receiving the transfer. If the transfer cannot be accomplished (busy, no answer or the person is unavailable), the employee will reconnect with the caller and ask if they want to leave a message.
- Voice mail messages will include employee's full name, working hours, and optional phone number to call. When employee is away for an extended period of time, the voice mail message will communicate such absence and offer an option for the caller.
- Thank the customer for calling and ask if further assistance is needed prior to concluding the call.

Written Correspondence

- Correspondence start with a greeting.
- E-mail signatures (e-mail) will include the name, title, department, division, and contact number.
- Activate the e-mail Out-of Office Assistance when away from the office for an extended period of time.
- Acknowledge e-mails and faxes that require a response within two business days.
- Respond to letters within 10 business days.
- Use correct spelling and grammar, including accurate name and address.
- Provides complete, accurate, and precise information regarding their inquiry.
- Fax cover sheets will be legible and include name, telephone number, and the name and fax number of the receiver.

Personal Contact

- Respond to customers in a courteous manner... the customer is not always right, but always deserves to be treated with respect.
- Provide accurate and understandable solutions/options to customer requests or direct the customer to the appropriate person who may have knowledge in the subject matter.
- Average or maximum wait time without an appointment should be no longer than 30 minutes or scheduled for a mutually convenient time.
- Counter will be staffed during business hours.
- Employees will dress in attire that is professional, tasteful, appropriate and consistent

with the individual departmental policies.

Monitoring our Standards

- Our customer service team will oversee all customer service standards.
- If we do not meet our standards, we will implement an action plan to improve our service.
- We will listen and do all we can to resolve issues.
- For questions and/or concerns, contact the Answer Center at 305-604-CITY.

SECTION III – PROPOSAL FORMAT

Proposals must contain the following documents, each fully completed, and signed as required. If any items are omitted, Contractors must submit the documentation within five (5) calendar days upon request from the City, or the proposal shall be deemed non-responsive. The City will not accept cost information after deadline for receipt of proposal.

1. Table of Contents

Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

2. Proposal Points to Address:

Proposer must respond to all minimum requirements listed below. Proposals which do not contain such documentation may be deemed non-responsive.

- a) Introduction letter outlining the Contractors professional specialization, provide past experience to support the qualifications of the submitter. Interested Contractors should submit documents that provide evidence as to the capability to provide security guard services.
- b) Contractors must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements (**Section IV, Page 26**).
- c) **Cost Information:**
Cost information must be submitted with your proposal, and if selected as successful contractor, cost will be negotiated. **At a minimum, contractors shall complete the Cost Proposal Forms for Option 1 and Option 2, on Pages 48 and 49.**
- d) **Client Survey:**
Please provide your client with the Performance Evaluation Letter and Survey attached herein on pages **44 and 45**, and request that **your client submit** the completed survey to the contact person listed on page 6.
- e) **Past Performance Information:**
Past performance information will be collected on all contractors. Contractors are required to identify and submit their best projects. Contractors will be required to send out Performance Evaluation Surveys to each of their clients. Contractors are also responsible for making sure their clients return the Performance Evaluation Surveys to the City. The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.
- f) **Qualifications of Contractor Team:**
Provide an organizational chart of all personnel and contractors to be used on this project and their qualifications. A resume of each individual, including education, experience, and any other pertinent information shall be included for each team member to be assigned to this project

g) **Risk-Assessment Plan (RAP):**

All contractors must submit a Risk-Assessment Plan. The Risk-Assessment Plan must not be longer than two pages front side of page only. The RAP should address the following items in a clear and generic language:

- (1) What risks the project has. (Areas that may cause the contractor not to finish on time, not finish with budget, cause any change orders, or be a source of dissatisfaction with the owner).
- (2) Explanation of how the risks will be avoided/minimize.
- (3) Propose any options that could increase the value of this project.
- (4) Explain the benefits of the Risk Assessment Plan. Address the quality and performance differences in terms of risk minimization that the City can understand and what benefits the option will provide to the user. No brochures or marketing pieces.

The Risk Assessment Plan shall be submitted by **3:00 p.m. on July 14, 2006**, but as a **separate document** from the RFP proposal documentation. The Risk Assessment Plan shall be a **fully anonymous** two page non-technical plan **without the specification of your company name**, manufacturer, or any material technical descriptions.

h) **Financial Statements:**

The selected Proposer 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 Proposer 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.

3. **Acknowledgment of Addenda:**

(IF REQUIRED BY ADDENDUM) and Proposer Information forms (Pages 24-32);

4. **Other Documents Required.**

Risk Assessment Plan Guide

Introduction

The purpose of the Risk Assessment (RA) plan is to capture the vendor's ability to preplan (identify the risks on a future project in terms of cost (\$), time, and client expectation and performance). The RA plan is used to:

1. Assist the client in prioritizing firms based on their ability to understand the risk of a project.
2. Provide high performing vendors the opportunity to differentiate themselves due to their experience and expertise.
3. Giving the competitive edge to experienced companies who have done the type of work before, who can see the job from beginning to end, and who know how to minimize the risk.
4. Provide a mechanism for the high performers to regulate the low performers by ensuring that if they are not selected, the selected company will minimize the risk and provide the client with a comparable performance.

Vendors should keep in mind that RA plan is only one step in the selection process. If all the RA plans are the same, the RA plan will have little impact in the selection (other factors, such as past performance and interview will dictate the selection). The RA plan will become part of the contract.

RA Plan Format

The format for the RA plan is attached. The RA Plan should clearly address the following items in a non-technical manner.

1. List and prioritize major risk items or decisions to be made that are unique to this project. This includes items that may cause the project to not be completed on time, not finished within budget, generate and change orders, or may be a source of dissatisfaction for the owner. Attach a cost (\$), time extension, or quality differential for every risk.
2. Explain how the vendor will avoid / minimize the risk. If the vendor has a unique method to minimize the risk, it should be explained in non-technical terms.
3. Propose any options that could increase the value (expectation or quality) of their work. List any value or differential that the vendor is bringing to the project.
4. Attach a schedule with up to six major milestones and weeks of each major task.

No names!!! – In order to minimize any bias by the evaluation committee, the RA must not contain ANY names (such as contractor, manufacturer, or designer names, personnel names, project names, product names, or company letterhead). The RA should not contain any marketing information.

Length – The client's goal is to make the selection process as efficient as possible. Efficiency is to minimize the effort of all participants, especially those who will not get the project. Therefore, the RA plan should be a brief, well organized and concise. The RA plan must not exceed 2 pages.

Font Size – The font size should be no smaller than 12 point.

Organization – Outline format. The attached is only a sample.

Impact of Risk

Risks are any items that you should be concerned with throughout the entire project. They are the most critical items that can impact the cost, time, or quality expectation of the client. Think through the project. What would bother the client? Why would you have to communicate with the client? What would make someone call the client's representative and cause them stress? The risks should be prioritized, or listed in order by the greatest at the top and the lowest risk in decreasing order. Each risk should have a cost and/or time concern. If the risk has cost implication, the actual estimated cost should have a cost time concerns, the number of days should be listed.

Rating of Risk Assessment Plans

RA plans will be rated by 3 or 4 individuals (technical and non-technical.)

Rating criteria will be:

1. The understanding and minimization of risks.
2. Contractor's differentiation of their value.
3. Schedule.

The process will take no more than 30 minutes. They will prioritize the best (10) to the worst (1). If they all look alike, they are directed to give all "5's" and the project will be determined on the other factors.

Checklist for Risk Assessment Plan

1. Are all names removed from the RA plan; personal, project, or company names?
2. Does every risk have a cost or time attached to it?
3. Are risks listed, high impact risks? (Do not list risks that you can easily handle unless you perceive others are not doing it)
4. Does the RA plan include all services, quality control processes, documentation that you do that your competition does not.
5. Are you including PR risks such as interfacing with project managers, users of the facility, or audit/inspection personnel?
6. Do you have a simple schedule with major milestones?
7. Do you understand that anything you list becomes a part of your contract?
8. Does your RA plan differentiate you? By how much?
9. Can your RA plan make a non-technical person comfortable with hiring you?
10. Did you number the pages of the risk assessment plan?
11. Did you make (10) copies of your RA plan?

If all items are checked, your risk assessment plan is ready to submit.

Risk Assessment Plan Format

Please prioritize the risks (list the greatest risks first). Indicate the potential impact to cost (in terms of \$), and/or schedule (in terms of calendar Days). You may add/delete the risk tables below as necessary.

Major Risk Items

Risk 1:
Impact: Cost (\$) _____ Schedule (Days) _____
Solution: _____

Risk 2:
Impact: Cost (\$) _____ Schedule (Days) _____
Solution: _____

Risk 3:
Impact: Cost (\$) _____ Schedule (Days) _____
Solution: _____

Risk 4:
Impact: Cost (\$) _____ Schedule (Days) _____
Solution: _____

Risk 5:
Impact: Cost (\$) _____ Schedule (Days) _____
Solution: _____

Risk 6:
Impact: Cost (\$) _____ Schedule (Days) _____
Solution: _____

Risk 7:
Impact: Cost (\$) _____ Schedule (Days) _____
Solution: _____

Risk 8:
Impact: Cost (\$) _____ Schedule (Days) _____
Solution: _____

Risk 9: _____

Impact: Cost (\$) _____ Schedule (Days) _____
Solution: _____

Value Added Options or Differentials (what you will do that the others do not)

Vendors should identify any value added options or differentials that they are proposing, and include a short description of how it adds value to the project. Identify if the items will increase or decrease schedule, cost, or expectation. You may add/delete the value tables below as necessary.

Item 1: _____
Impact: Cost (\$) _____ Schedule (Days) _____

Item 2: _____
Impact: Cost (\$) _____ Schedule (Days) _____

Item 3: _____
Impact: Cost (\$) _____ Schedule (Days) _____

Item 4: _____
Impact: Cost (\$) _____ Schedule (Days) _____

Item 5: _____
Impact: Cost (\$) _____ Schedule (Days) _____

Schedule (maximum six milestones)

Milestones (start, finish, no of workdays)
Total number of workdays

IV. 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 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:

LEVEL I UNARMED SECURITY OFFICER:

- 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 evacuation, 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.

LEVEL II UNARMED SECURITY OFFICER:

Possess all the requirements of a Level I Security Officer in addition to the following:

- a. Ability to respond to and take command of emergency situation.
- b. Ability to provide effective access control and maintain a safe and secure environment.
- c. Ability to provide protection with professionalism.
- d. Ability to provide a professional level of personal interaction services.
- e. Trained and certified in first aid and rendering Cardiopulmonary Resuscitation (CPR).
- f. Physically capable of pursuing and detaining individuals who have committed criminal acts.
- g. Have a minimum of 6 months of security officer experience, law enforcement or equivalent military training.

SECTION V – EVALUATION/SELECTION PROCESS

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of responses.
3. Opening of responses and determination if they meet the minimum standards of responsiveness.
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of this RFP. If further information is desired, contractors may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. The Evaluation Committee will recommend to the City Manager the response or responses acceptance of which the Evaluation Committee deems to be in the best interest of the City.

THE EVALUATION COMMITTEE WILL RECOMMEND TO THE CITY MANAGER THE PROPOSAL WHICH THE EVALUATION COMMITTEE DEEMS TO BE IN THE BEST INTEREST OF THE CITY BY USING THE FOLLOWING CRITERIA FOR SELECTION:

1. The experience and qualifications of the Contractor **(30 points)**.
2. The experience and qualifications of the Management Team **(20 points)**.
3. Past performance based on number and quality of the Performance Evaluation Surveys **(10 points)**.
4. Ability, Capacity, and Skill of the Contractor to Perform the Contract **(10 points)**
5. Cost **(20 points)**.
6. Methodology and Approach. Risk Assessment Plan for ensuring quality of work **(10 points)**.

The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

6. After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the City Commission the response or responses acceptance of which the City Manager deems to be in the best interest of the City.
7. The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if appropriate, approve the City Manager's recommendation(s). The City Commission may reject City Manager's recommendation(s) and select another response or responses. In any case, City Commission shall select the response or responses acceptance of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.
8. Negotiations between the selected respondent and the City Manager take place to arrive at a contract. If the City Commission has so directed, the City Manager may proceed to negotiate a contract with a respondent other than the top ranked respondent if the negotiations with the top ranked respondent fail to produce a mutually acceptable contract within a reasonable period of time.
9. A proposed contract or contracts are presented to the City Commission for approval, modification and approval, or rejection.

10. If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected respondent(s) has (or have) done so.

Important Note:

By submitting a response, all contractors shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

SECTION VI – LEGAL TERMS AND CONDITIONS /INSURANCE

A. MODIFICATION/WITHDRAWALS OF SUBMITTALS

A contractor may submit a modified response to replace all or any portion of a previously submitted response up until the RFP due date and time. Modifications received after the RFP due date and time will not be considered.

Responses shall be irrevocable until contract award unless withdrawn in writing prior to the RFP due date or after expiration of 120 calendar days from the opening of responses without a contract award. Letters of withdrawal received after the RFP due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

B. RFP POSTPONEMENT/CANCELLATION/REJECTION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in any responses received as a result of this RFP.

C. COST INCURRED BY CONTRACTORS

All expenses involved with the preparation and submission of responses to the City, or any work performed in connection therewith, shall be the sole responsibility of the contractor (s) and not be reimbursed by the City.

D. EXCEPTIONS TO RFP

Contractors must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what alternative is being offered. The City, after completing evaluations, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the contractor to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

E. SUNSHINE LAW

Contractors are hereby notified that all information submitted as part of a response to this RFP will be available for public inspection after opening of responses, in compliance with Chapter 286, Florida Statutes, known as the Florida Government in the Sunshine Law.

F. NEGOTIATIONS

The City may award a contract on the basis of initial offers received, without discussion, or may require contractors to give oral presentations based on their responses. The City reserves the right to enter into negotiations with the selected contractor, and if the City and the selected contractor cannot negotiate a mutually acceptable contract, the City may terminate the negotiations and begin negotiations with the next selected contractor. This process may continue until a contract has been executed or all responses have been rejected. No contractor shall have any rights in the subject project or property or against the City arising from such negotiations.

G. PROTEST PROCEDURES

Contractors that are not selected may protest any recommendation for selection of award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for protesting the City Manager's recommendation. **Protest not timely pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

H. RULES; REGULATIONS; LICENSING REQUIREMENTS

Contractors are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered, including the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines. Ignorance on the part of the contractor will in no way relieve it from responsibility for compliance.

I. DEFAULT

Failure or refusal of a contractor to execute a contract upon award by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City; where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the contractor from the City's vendor list.

J. CONFLICT OF INTEREST

All contractors must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, child) who is also an employee of the City of Miami Beach. Further, all contractors must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the contractor or any of its affiliates.

K. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS

All Proposers are expected to be or become familiar with all City of Miami Beach Lobbyist laws, as amended from time to time. Proposers shall ensure that all City of Miami Beach Lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed herein, in addition to disqualification of their Proposals, in the event of such non-compliance.

L. CONTRACTOR'S RESPONSIBILITY

Before submitting responses, each contractor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful contractor from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for any monetary consideration on the part of the contractor.

M. RELATION OF CITY

It is the intent of the parties hereto that the successful contractor be legally considered to be an independent contractor and that neither the contractor nor the contractor's employees and agents shall, under any circumstances, be considered employees or agents of the City.

N. PUBLIC ENTITY CRIME (PEC)

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or contractor under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

O. ASSIGNMENT

The successful contractor shall not enter into any sub contract, retain contractors, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the City. Any unauthorized assignment shall constitute a default by the successful contractor.

P. INDEMNIFICATION

The successful contractor shall be required to agree to indemnify and hold harmless the City of Miami Beach and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful contractor, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the City in the defense of such claims and losses, including appeals.

Q. TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful contractor, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the City shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful contractor of such termination which shall become effective upon receipt by the successful contractor of the written termination notice.

In that event, the City shall compensate the successful contractor in accordance with the Agreement for all services performed by the contractor prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the contractor, and the City may reasonably withhold payments to the successful contractor for the purposes of set off until such time as the exact amount of damages due the City from the successful contractor is determined.

R. TERMINATION FOR CONVENIENCE OF CITY

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful contractor of such termination, which shall become effective thirty (30) days following receipt by contractor of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the Agreement is terminated by the City as provided in this section, the City shall compensate the successful contractor in accordance with the Agreement for all services actually performed by the successful contractor and reasonable direct costs of successful contractor for assembling and delivering to City all documents. No compensation shall be due to the successful contractor for any profits that the successful contractor expected to earn on the balanced of the Agreement. Such payments shall be the total extent of the City's liability to the successful contractor upon a termination as provided for in this section.

S. INSURANCE

Successful Contractor shall obtain, provide and maintain during the term of the Agreement the following types and amounts of insurance as indicated on the Insurance Checklist which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide. Name the City of Miami Beach as an additional insured on all liability policies required by this contract. When naming the City of Miami Beach as an additional insured onto your policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.

Any exceptions to these requirements must be approved by the City's Risk Management Department.

FAILURE TO PROCURE INSURANCE:

Successful contractor's failure to procure or maintain required insurance program shall constitute a material breach of Agreement under which City may immediately terminate the proposed Agreement.

T. CONE OF SILENCE

Pursuant to Section 2-486 of the City Code, entitled Cone of Silence, you are hereby advised that the Cone of Silence requirements listed herein shall apply.

U. DEBARMENT ORDINANCE

Proposers are hereby advised that this RFQ is further subject to City of Miami Beach Ordinance No. 2000-3234 (Debarment Ordinance). Proposers are strongly advised to review the City's Debarment Ordinance. Debarment may constitute grounds for termination of the contract, as well as, disqualification from consideration on any City of Miami Beach RFP, RFQ, RFLI, or bid.

V. CODE OF BUSINESS ETHICS

Pursuant to Resolution No.2000 23879 each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with your bid/response or within five days upon receipt of request. The Code shall, at a minimum, require your firm or you as a sole proprietor, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City Code.

W. AMERICAN WITH DISABILITIES ACT

Call 305-673-7490/VOICE to request material in accessible format; sign language interpreters (five days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance please call Heidi Johnson Wright, Public Works Department, at 305-673-7080.

X. ACCEPTANCE OF GIFTS, FAVORS, SERVICES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this proposal.

Pursuant to Sec. 2-449 of the City Code, no officer or employee of the city shall accept any gift, favor or service that might reasonably tend improperly to influence him/her in the discharge of his/her official duties.

Y. COMPLIANCE WITH CITY'S LIVING WAGE LAW

Pursuant to the direction of the Mayor and City Commission at its June 7, 2006 meeting, the successful proposer will be required to pay all employees who provide services pursuant to this RFP, a living wage of no less than \$8.56 an hour plus at least \$1.25 an hour towards health benefits for a total minimum value of \$9.81 an hour, or a living wage of no less than \$9.81 an hour without health benefits. Said living wage will commence on the employee's date of hire. Failure to comply with this provision shall be deemed a material breach under the awarded Agreement, under which the City may, at its sole option, immediately terminate the Agreement, and may further subject successful proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as may be amended. The most recent copy of the City's Living Wage Ordinance is attached as Exhibit B hereto; notwithstanding the preceding, it shall be proposers' sole responsibility and obligation to familiarize itself with the Living Wage Law, as well as any subsequent amendments thereto, including the City Commission's directive that the living wage shall commence on the employee's date of hire.

INSURANCE CHECK LIST

XXX 1. Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.

XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).

XXX3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.

___ 4. Excess Liability - \$ _____ . 00 per occurrence to follow the primary coverages.

XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.

___ 6. Other Insurance as indicated:

___ Builders Risk completed value	\$ _____ . 00
___ Liquor Liability	\$ _____ . 00
___ Fire Legal Liability	\$ _____ . 00
___ Protection and Indemnity	\$ _____ . 00
<u>XXX</u> Employee Dishonesty Bond	<u>\$25,000. 00</u>

XXX 7. Thirty (30) days written cancellation notice required.

XXX 8. Best's guide rating B+:VI or better, latest edition.

XXX 9. The certificate must state the Quote number and title

VENDOR AND INSURANCE AGENT STATEMENT:

We understand the Insurance Requirements of these specifications and that evidence of this insurance may be required within five (5) days after Proposal opening.

Vendor

Signature of Vendor

**SECTION VII - DOCUMENTS TO BE COMPLETED
AND RETURNED TO CITY**

**REQUEST FOR PROPOSALS NO. 34-05/06
ACKNOWLEDGMENT OF ADDENDA**

Directions: Complete Part I or Part II, whichever applies.

Part I: Listed below are the dates of issue for each Addendum received in connection with this RFP: 34-05/06

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Addendum No. 5, Dated _____

Part II: _____ No addendum was received in connection with this RFP.

Verified with Procurement staff

_____	_____
Name of staff	Date
_____	_____
(Contractor -Name)	(Date)

(Signature)	

DECLARATION

TO: City of Miami Beach
City Hall
1700 Convention Center Drive
Procurement Division
Miami Beach, Florida 33139

Submitted this _____ day of _____, 2006.

The undersigned, as contractor, declares that the only persons interested in this proposal are named herein; that no other person has any interest in this responses or in the Contract to which this response pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The contractor agrees if this response is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the contractor and the City of Miami Beach, Florida, for the performance of all requirements to which the response pertains.

The contractor states that the response is based upon the documents identified by the following number:
RFP No.34-05/06

SIGNATURE

PRINTED NAME

TITLE (IF CORPORATION)

**SWORN STATEMENT UNDER SECTION
287.133(3)(a), FLORIDA STATUTES, ON PUBLIC
ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____ .)

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:

- 1) A predecessor or successor of a person convicted of a public entity crime; or
- 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5) I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6) Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

[signature]

Sworn to and subscribed before me this _____ day of _____, 2006

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

QUESTIONNAIRE

Contractor's Name:

Principal Office Address:

Official Representative:

Individual
Partnership (Circle One)
Corporation

If a Corporation, answer this:
When Incorporated:

In what State:

If a Foreign Corporation:
Date of Registration with
Florida Secretary of State:

Name of Resident Agent:

Address of Resident Agent:

President's Name:

Vice-President's Name:

Treasurer's Name:

Members of Board of Directors

Questionnaire (continued)

If a Partnership:

Date of organization:

General or Limited Partnership*:

Name and Address of Each Partner:

NAME

ADDRESS

* Designate general partners in a Limited Partnership

-

1. Number of years of relevant experience in operating Security Guard Services: _____

2. Have any agreements held by Contractor for a project ever been canceled?
Yes () No ()

If yes, give details on a separate sheet.

3. Has the Contractor or any principals of the applicant organization failed to qualify as a responsible Proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?

If yes, please explain:

Questionnaire (continued)

4. Has the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes () No ()

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary on a separate sheet.

5. Person or persons interested in this bid and Qualification Form have () have not () been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words)

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five (5) years:

C. List any criminal violations and/or convictions of the Contractor and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)

Questionnaire (continued)

8. **Public Disclosure.** In order to determine whether the members of the Evaluation Committee for this Request for Proposals have any association or relationships which would constitute a conflict of interest, either actual or perceived, with any Contractor and/or individuals and entities comprising or representing such Contractor, and in an attempt to ensure full and complete disclosure regarding this contract, all Contractors are required to disclose all persons and entities who may be involved with this Proposal. This list shall include public relation firms, lawyers and lobbyists. The Procurement Division shall be notified in writing if any person or entity is added to this list after receipt of proposals.

Questionnaire (continued)

The Contractor understands that information contained in this Questionnaire will be relied upon by the City in awarding the proposed Agreement and such information is warranted by the Contractor to be true. The undersigned Contractor agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Contractor, as may be required by the City Manager. The Contractor further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Beach Police Department. By submitting this questionnaire the Contractor agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

WITNESS:

IF INDIVIDUAL:

Signature

Signature

Print Name

Print Name

WITNESS:

IF PARTNERSHIP:

Signature

Print Name of Firm

Print Name

Address

By: _____

General Partner

Print Name

WITNESS:

IF CORPORATION:

Signature

Print Name of Corporation

Print Name

Address

By: _____

President

(CORPORATE SEAL)

Attest: _____

SECTION VIII – BEST PERFORMANCE PROCUREMENT INFORMATION
DOCUMENTS TO BE COMPLETED BY CUSTOMERS OF THE RESPONDENT



MIAMIBEACH

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

PROCUREMENT DIVISION
Tel: 305.673.7490 , Fax: 305.673.7851

January 22, 2010

To:

Phone:

Fax:

E-mail:

Subject: Performance Evaluation of _____
Number of pages including cover: 2

To Whom It May Concern:

The City of Miami Beach has implemented a process that collects past performance information on various security guard contractors. The information will be used to assist City of Miami Beach in the procurement of future/various security guard services/projects.

The company listed in the subject line has chosen to participate in this program. They have listed you as a past client that they have done work for. Both the company and City of Miami Beach would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to John Ellis by Friday, **July 14, 2006** by fax: 305.673.7851; or e-mail johnellis@miamibeachfl.gov

Thank you for your time and effort.

Gus Lopez, CPPO
Procurement Director

January 26, 2010
City of Miami Beach

RFP No: _____
46 of 52



MIAMIBEACH

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

PROCUREMENT DIVISION
Tel: 305.673.7490 , Fax: 305.673.7851

PERFORMANCE EVALUATION SURVEY

Contractor Name: _____

Point of Contact: _____

Phone and e-mail: _____

Please evaluate the performance of the contractor (10 means you are very satisfied and have no questions about hiring them again, 5 is if you don't know and 1 is if you would never hire them again because of very poor performance).

NO	CRITERIA	UNIT	
1	Ability to manage the project cost (minimize change orders)	(1-10)	
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	
3	Quality of services	(1-10)	
4	Professionalism and ability to manage (includes responses and prompt payments to suppliers and subcontractors)	(1-10)	
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, tax clearance, etc, submitted promptly)	(1-10)	
6	Communication, explanation of risk, and documentation (construction interface completed on time)	(1-10)	
7	Ability to follow the agencies rules, regulations, and requirements (housekeeping, safely, etc...)	(1-10)	
8	Overall customer satisfaction and hiring again based on performance (comfort level in hiring contractor again)	(1-10)	

Overall Comments: _____

Agency or Contact Reference Business Name: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

**PROVIDE UNARMED SECURITY GUARD SERVICES
REQUEST FOR PROPOSALS NO. 34-05/06**

COST PROPOSAL

BILLING RATE:

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.

We propose to furnish Unarmed Security Guard Services for the City of Miami Beach, in accordance with the complete/required Scope of Services, as follows:

OPTION 1:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST. HOURS</u>	<u>HR/BILLING RATES</u>	<u>TOTAL</u>
#1	LEVEL I - UNARMED	200,000/ year	\$ _____	\$ _____
#2	LEVEL II - UNARMED	20,000/ year	\$ _____	\$ _____
#3	SUPERVISOR(S)	10,000/year	\$ _____	\$ _____

ANNUAL GRAND TOTAL: \$ _____

(WRITTEN AMOUNT)

**PROVIDE UNARMED SECURITY GUARD SERVICES
REQUEST FOR PROPOSALS NO. 34-05/06**

COST PROPOSAL

BILLING RATE:

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.

We propose to furnish Unarmed Security Guard Services for the City of Miami Beach, in accordance with the complete/required Scope of Services, as follows:

OPTION 2:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST. HOURS</u>	<u>HR/BILLING RATES</u>	<u>TOTAL</u>
#1	LEVEL II - UNARMED	220,000/ year	\$ _____	\$ _____
#2	SUPERVISOR(S)	10,000/year	\$ _____	\$ _____

ANNUAL GRAND TOTAL: \$ _____

(WRITTEN AMOUNT)

The City reserves the right to recommend negotiations and award a contract(s) based on the City's Best Value Procurement process.

ATTACHMENT A
Current Security Posts

Police Department

1- City Hall

1-Guard..... 8am – 10:30 pm Monday - Saturday (6)

2- Boardwalk

2- guards5am – 9amMonday – Sunday (7)

3- guards.....4pm – 1amMonday – Sunday (7)

2- guards.....9am – 5pm..... Saturday & Sunday (2)

3- Beachwalk/RDA City Center

1- guard5am-9amMonday –Sunday (7)

1- guard9am-5amMonday –Sunday (7)

1- guard.....5pm-1am.....Monday –Sunday (7)

4- Lincoln Road/RDA City Center

2- guards.....6am- 4pm..... Monday –Sunday (7)

4- guards.....4pm- 2am..... Monday –Sunday (7)

5- Flamingo Park

1- guard.....6pm-2am..... Monday –Sunday (7)

1- guard.....10pm -6am..... Monday –Sunday (7)

6- North Shore Youth Center

1-guard 10pm- 6am.....Monday –Sunday (7)

7- South Point Park/RDA South Pointe

2-guards.....10am -2am.....Monday – Sunday (7)

8- Alaska Baywalk/RDA City Hall

1- guard5am -9am..... Monday – Sunday (7)

1- guard.....6pm – 12am..... Monday – Sunday (7)

ATTACHMENT A

Current Security Posts

9- Alaska Parcel/payment RDA South Pointe

(South Pointe Pier to Monty's Restaurant)

2- guards.....4pm – 12am..... Monday – Sunday (7)

10- Sanitation – only on special needs

11- Police Dept (special events)

Parking Department

** See Quick Overview on following Page

12- 7th Street garage

13- 12th Street garage

14- 13th Street garage

15- 16th Street garage

16- 17th Street garage

17- 42nd Street garage

18- Parking Coin Room

19- P-Lot @ City Hall /Convention Ctr.

Property Management

20- Normandy Shores Guard Gate

24 hr service/ 7days a week

BASS Museum

21- Bass Museum

Hours vary.....7days a week

Parks and Recreation

22- Alton Rd Golf Club

7:30pm- 6am7 days a week

ATTACHMENT A

Quick Overview

	Department Responsible	Yearly hours - Cost	Contact
	Police Department	85,202 hrs --	Tim O'Regan ext. #5440 Cell# 305-725-5342
1	City Hall	4,186 hrs --	
2	Boardwalk	13,312 hrs --	
3	Beach walk(RDA)	7,280 hrs --	
4	Lincoln Road... (RDA)	21,840 hrs --	
5	Flamingo Park	5,824 hrs --	
6	North Shore Recreation	2,912 hrs --	
7	South Pointe Park ... (RDA)	11,648 hrs --	
8	Alaska Baywalk ... (RDA)	3,640 hrs --	
9	Alaska Parcel (RDA)	5,824 hrs --	
10	Sanitation	Temp discontinued	
11	Police Dept -spc. events	As needed	
**	Supervisors Salary	8,736 hrs --	
	Parking Division	83,616 hrs --estimate	Chuck Adams ext. # 6863 786-412-6431
12	7 th Street garage	22,776 hrs --	
13	12 th Street garage	7,956 hrs --	Miguel Beingolea
14	13 th Street garage	10,972 hrs --	786-402-8757
15	16 th Street garage	13,312 hrs --	
16	17 th Street garage	17,784 hrs --	
17	42 nd Street garage	8,736 hrs --	
18	Parking Div. Coin Room	2,080 hrs --	
19	P-lot City Hall /Conv. Ctr.		
	Property Management	8,736 hrs --	305-673-7807
20	Normandy Shores Guard gate	8,736 hrs --	
	Bass Museum	7,176 hrs -- estimate	(954) 683-1536
21	Bass Museum	7,176 hrs --	
	Parks and Recreation	3,822 hrs --	Randy Weber (305) 532-3350
22	Alton Road Golf Club	3,822 hrs	
	TOTALS	188,552 hrs -- estimate	

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MIAMI BEACH

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

MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager

DATE: January 19, 2010

SUBJECT: **A DISCUSSION REGARDING AN AMENDED AND RESTATED BASS MUSEUM AGREEMENT**

ANALYSIS

The Bass Museum (Museum) was established from its inception as a strong public/private partnership through a contractual agreement entered into in 1963, when the City accepted the gift of the art collection of John and Johanna Bass (the Bass Collection), in exchange for making the Bass Collection open and available to the public in a building maintained by the City.

Specifically, the 1963 Agreement, as amended, requires the City to maintain the Collection in perpetuity; provide for the exhibition of the Collection; keep it open and available to the public; and provide basic funding for the maintenance and exhibition of the Collection. The City fulfills this obligation by funding the operational elements of the Bass Museum and maintaining the building, which is a City asset.

The Agreement further stipulates that the Bass Museum shall be overseen by a Board of Trustees, which is currently composed of the City Manager, the President of the Miami Beach Chamber of Commerce, the President of the Friends of the Bass Museum, Inc., and two members of the Bass family. The Board has the responsibility for Museum policies and procedures, as well as day-to-day management through the staff it employs.

In addition to the City and the Board of Trustees, a third entity exists to promote and further the mission of the Bass Museum: the Friends of the Bass Museum, Inc. This 501(c)3 was established in 1978 as the membership and fundraising arm of the Museum. The President of the Friends chairs the Board of Trustees. The Friends' board of directors serves as advisor to the Trustees; advocates and raises funds for the Museum; and sponsors Museum programs (which include all special exhibitions and educational programs).

The Museum's membership, education, development, and marketing efforts are realized by employees of the Friends of the Bass Museum. The Museum's Executive Director/Chief Curator is a City employee (with full benefits), but is hired by, and answers to, the Board of Trustees. Thus, the current Museum staff consists of City employees (both classified and unclassified) and Friends employees, with substantial differences in benefits and pay scales.

The Administration has been working closely with representatives of the Board of Trustees and the Friends to streamline the Museum's current governance model, standardize employment practices, and empower the Museum to fully realize its potential as the City's preeminent art institution.

At the June 3, 2009, City Commission Meeting, Resolution No. 2009-27089 was approved, which authorized the transfer of \$137,000 in budgeted, appropriated funds for the Bass Museum, to the

Friends of the Bass Museum. In addition to providing the Friends with direct oversight and management of the operational issues funded by this allocation, this also allows the Friends to pursue potential savings by using non-City contracts for certain services (such as carpet cleaning or for the purchase of office supplies, for example). By transferring the budget allocations for certain line items, the City also began the process of transitioning some of the day-to-day administration and oversight of operational issues to the Friends.

This is an important step in moving toward increased simplification of the Museum's governance structure, which has been considered essential for the future well-being of the institution and was included in the Museum's five-year strategic plan, completed in March 2007. This concept was also discussed at the May 5, 2009 Finance and Citywide Projects Committee. The Finance Committee approved the transfer of those operating line item balances and recommended that the Administration come back as part of the budget process for any future allocations. Accordingly, at the September 24, 2009 City Commission Meeting, Resolution No. 2009-27216 was approved, authorizing the transfer of \$512,000 to the Friends of the Bass Museum to fund certain operating expenses for Fiscal Year 2009-10.

Concurrent with the above, the Administration and representatives of the Friends of the Museum commenced discussions in August of 2009 to begin the process of developing a new governance model for the Museum, which includes an overhaul of the existing by-laws of the Friends, culminating in the creation of a new 501(c)3, to be known as the Bass Museum of Art, Inc. (which entity will replace the Friends as the new governing entity for the museum).

The Administration also has been working with Dennis Richard, who is the testamentary representative of the Bass Family (and therefore successor in interest to John and Johanna Bass under the original 1963 Agreement), to draft a new (amended and restated) Agreement, essentially updating the terms and conditions of the 1963 Agreement. A draft of the proposed "Amended and Restated Bass Museum Agreement" is attached for your reference.

This new Agreement would replace both the existing Board of Trustees and the Friends of the Bass Museum, Inc., with a new governing body, the Bass Museum of Art, Inc., composed of actual stakeholders (as opposed to the current Board of Trustees, who maintain their seats by virtue of their contractually designated positions). The City Manager would retain membership on the new governing board, with voting power equivalent to 20% of the Board. The day-to-day responsibility to ensure the City's contractual obligations to maintain the Collection would be handled by this new governing body.

The Friends are currently working on updating and amending their by-laws in preparation for their transitioning to this new governing body, the Bass Museum of Art, Inc.

Replacing the current, antiquated governance structure with the aforesaid new board will transfer decision-making power to professionals and stakeholders; finally bringing the Museum into full compliance with the accepted operating standards of the American Association of Museums (AAM), and empowering the institution to become one of the region's leading art museums. While the City will continue its financial contractual obligations to maintain and exhibit the Collection in perpetuity, it will realize substantial savings over time through the transitioning of all City staff and daily operational expenses to the new governing body.

The item is submitted to the Committee for discussion and direction on this matter.

JMG/HMF/mas

DRAFT

AMENDED AND RESTATED BASS MUSEUM AGREEMENT

This Amended and Restated Bass Museum Agreement is entered into this _____ day of _____, 2010, by and between the City of Miami Beach, a Florida municipal corporation (hereinafter "City"), and Dennis Alan Richard as the successor to "Bass," defined below (hereinafter "Dennis Richard").

W I T N E S S E T H:

RECITALS

WHEREAS, on the 8th day of July, 1963, an agreement was made between John and Johanna Bass of the City of New York, State of New York ("Bass") and the City, whereby Bass donated and the City accepted a substantial and valuable art collection, known as the "JOHN AND JOHANNA BASS COLLECTION," for the use and enjoyment of the citizens and visitors of the City, conditioned, amongst others, upon the agreement on the part of the City that the collection shall be made open and available to the public; maintained in the building previously utilized by the City as a library, modified structurally; that the collection be known in perpetuity as the JOHN AND JOHANNA BASS COLLECTION, and maintained and administered by a self-perpetuating board of trustees, and the building named THE BASS MUSEUM OF ART ("Agreement"); and

WHEREAS, the JOHN AND JOHANNA BASS COLLECTION was augmented after the Agreement with additional donations made by John and/or Johanna Bass and accepted by the City which, together with the original donation became part of the JOHN AND JOHANNA BASS COLLECTION; and

WHEREAS, the City has funded the maintenance and operation of THE BASS MUSEUM OF ART and the JOHN AND JOHANNA BASS COLLECTION since 1963 in

accordance with its obligations under the Agreement; and

WHEREAS, all of the right, title and interest of Bass under the Agreement was duly assigned and transferred to Melvin J. Richard on or about June 21, 1979; and thereafter, duly assigned and transferred to Dennis Richard on or about February 12, 2001; and

WHEREAS, the Agreement was amended by Melvin J. Richard and the City in June of 1979, and again in June of 1988, and again in September of 1990; and

WHEREAS, Dennis Richard and the City have decided to amend and restate the agreement as set forth in this Amended and Restated Bass Museum Agreement.

NOW, THEREFORE, Dennis Richard and the City hereby agree as follows:

1. The foregoing Recitals are true.
2. The City agrees to continue to fund the administration, operation, and maintenance of the JOHN AND JOHANNA BASS COLLECTION, permanently and as a whole, in compliance with the American Association of Museums ("AAM") Standards for Collections Stewardship (whether on display or in storage), and the placement of the JOHN AND JOHANNA BASS COLLECTION on exhibit for the use and enjoyment of the public under the terms and conditions hereinafter specified. City agrees to maintain the JOHN AND JOHANNA BASS COLLECTION in the building formerly utilized by the City as a municipal library, as such building has been and may be modified or expanded from time to time, which building is located on a site which is generally bounded as follows: By 21st Street on the South; 22nd Street on the North; Park Avenue on the West, and Collins Avenue on the East. In the event that said building becomes unavailable because of damage, destruction, act of God, or compelling public necessity, the City agrees to make available other facilities, equal and comparable to said building, in which the JOHN AND JOHANNA BASS COLLECTION shall be housed and maintained under the same terms and conditions. Said building is to be named as the "THE

BASS MUSEUM OF ART.”

3. The City agrees to maintain the said building so that it is suitable and utilizable as an art museum in accordance with AAM Standards for Facilities Risk Management and Collections Stewardship, and to provide and maintain:

- a. Adequate and proper lighting for the purposes intended;
- b. Adequate provisions for office space, storage, receiving and repair space;
- c. Adequate and appropriate facilities and appurtenances for the hanging and display of art;
- d. Suitable signs naming THE BASS MUSEUM OF ART, placed on Collins Avenue, 21st Street, 22nd Street, and Park Avenue, Miami Beach, and above the main entrance to the museum;

The City may delegate or contract out these obligations.

4. The JOHN AND JOHANNA BASS COLLECTION shall be governed, administered, operated, and maintained, in compliance with AAM Guidelines, by The Friends of the Bass Museum, Inc. (which may be renamed THE BASS MUSEUM OF ART, INC.), an independent 501(c)(3) non-profit corporation, through its Board of Directors (hereinafter “Board”), which shall be responsible for the following:

- a. Mission and Strategic Planning - The Board shall engage in ongoing planning activities as necessary to determine the mission of the Museum and its strategic direction, to define specific goals and objectives related to the mission, and to evaluate the success of the Museum’s services toward achieving the mission.
- b. Fiscal Responsibility - The Board shall annually approve the museum’s budget and regularly assess the museum’s financial performance in relation to the budget.
- c. Fundraising - The Board shall actively participate in the fundraising

process through members' financial support and active seeking of the support of others.

d. Oversight of Executive Director - The Board shall hire, fire, define and approve job description, set the compensation for, and annually evaluate the performance of the Executive Director.

e. Legal and Other Compliance - The Board shall ensure that an internal review of the Museum's compliance with known existing legal, regulatory, and financial reporting requirements is conducted annually and that a summary of the results of the review is provided to the entire Board.

f. Bylaws — the Board shall enact bylaws, and amendments thereto, provided that nothing therein shall be inconsistent with this agreement.

5. The Board shall appoint the City Manager to be a member of the Board with voting power equivalent to 20% of the total members of the Board. For example, if the Board consists of five (5) members, the City Manager's vote shall be equivalent to one (1) vote. If the Board consists of twenty (20) members, the City Manager's vote shall be equivalent to five (5) votes.

6. The JOHN AND JOHANNA BASS COLLECTION shall be administered, operated, and maintained in perpetuity, and open to the public in accordance with a reasonable time schedule established by the Board, and shall not be disposed of in whole or in part by sale, gift, exchange, or otherwise, except as decided by the Board, in accordance with its bylaws and AAM guidelines. In the event any works are disposed of, the proceeds thereof shall be used exclusively for the purchase of other works of art, which shall become part of the JOHN AND JOHANNA BASS COLLECTION and shall be subject to the same terms and provisions of the original collection. All accession and deaccession of objects of art shall be in accordance with standard museum practices and AAM guidelines.

7. Any controversies or claims arising out of, or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction.

8. THIS AGREEMENT shall be binding upon the heirs, personal representatives, administrators, assigns and successors of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals at the place and on the date first above written.

DENNIS ALAN RICHARD

CITY OF MIAMI BEACH, a Municipal
corporation,

By: _____
MAYOR

ATTEST:

CITY CLERK

STATE OF FLORIDA :
: ss.
COUNTY OF MIAMI-DADE :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DENNIS ALAN RICHARD, to me well known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at the County and State aforesaid, this _____ day of _____, 2010.

NOTARY PUBLIC, State of Florida

My Commission Expires:

RESOLUTION NO. 11024

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI BEACH, FLORIDA, that it is in the best interests of the City and of its residents that the City of Miami Beach accept, and it does hereby accept the gift of John and Johanna Bass of the Art Collection known as the "Bass Art Collection" as identified and specified in the Agreement hereinafter referred to, and that the said gift be, and it is hereby accepted subject to the conditions and provisions set forth in said Agreement, and

WHEREAS, an agreement has been duly prepared setting forth the conditions and provisions of said gift and the City Council being familiar with the same, it is

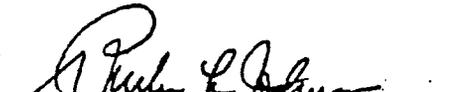
NOW, THEREFORE, DULY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and the City Clerk be and they are hereby authorized and directed to execute and deliver for and in the name of the City said Agreement setting forth the conditions and provisions of said gift.

PASSED and ADOPTED this 3rd day of July, 1963.



Mayor

ATTEST:



City Clerk

A G R E E M E N T

JHC
7/8/63

THIS AGREEMENT made this 8th day of July, 1963, in the City of Miami Beach, State of Florida, by and between JOHN and JOHANNA BASS of the City of New York, State of New York, parties of the first part, hereinafter called, "BASS," and the CITY OF MIAMI BEACH, a Municipal corporation, of the State of Florida, hereinafter called, "CITY."

W I T N E S S E T H:

RECITALS

BASS are the owners of a substantial and valuable art collection, known as the "JOHN AND JOHANNA BASS COLLECTION," hereinafter referred to as the "COLLECTION." BASS desire and intend to donate this COLLECTION to the CITY OF MIAMI BEACH for the use and enjoyment of its citizens and visitors, conditioned, amongst others, upon the agreement on the part of the CITY that the COLLECTION shall be made open and available to the public; maintained in the building previously utilized by the CITY as a library, modified structurally, as hereinafter specified; that the COLLECTION be known in perpetuity as the JOHN AND JOHANNA BASS COLLECTION; and maintained and administered by a self-perpetuating Board of Trustees, and the building named, "THE BASS MUSEUM OF ART."

CITY, for its part, is desirous of obtaining said art collection for the enjoyment of its citizens and visitors and is agreeable to the conditions hereinafter set forth under which the COLLECTION is to be made available.

IN CONSIDERATION THEREFORE of the foregoing Recitals and of the mutual covenants hereinafter set forth, it is agreed

as follows:

1. The foregoing Recitals are true and form the basis of this Agreement. This Agreement, in the event of ambiguity, shall be interpreted so as to carry out the purposes set forth in the Recitals.

2. BASS, as the owners of the JOHN AND JOHANNA BASS COLLECTION hereby give, grant and convey to the CITY outright and in fee simple, on the terms and conditions hereinafter set forth, the art objects comprising the said COLLECTION, which is identified with particularity in Exhibit "A", attached hereto and made a part hereof by this reference.

3. In return and as consideration for the said gift on the part of BASS, the CITY agrees to administer, operate and maintain said COLLECTION, permanently and as a whole, as the JOHN AND JOHANNA BASS COLLECTION, and cause the same to be placed on exhibit for the use and enjoyment of the public under the terms and conditions hereinafter specified. CITY agrees to maintain the COLLECTION in the building formerly utilized by the CITY as a municipal library, which building is located on a site which may be generally bounded as follows: By 21st Street on the South; 22nd Street on the North; Park Avenue on the West, and by the new Public Library Building of the City of Miami Beach on the East. In the event that said building becomes unavailable because of damage, destruction, act of God, or compelling public necessity, the CITY agrees to make available other facilities, equal and comparable to said building, in which the COLLECTION shall be housed and maintained under the same terms and conditions.

4. Said building is to be suitably named as the "BASS

... shall be utilized exclusively for the exhibition of the COLLECTION, it being the intent and purpose of this provision that the COLLECTION be maintained as a whole on the first floor.

6. The CITY agrees to modify and alter the said building so as to make it suitable and utilizable as an art museum; among such modifications and alterations CITY agrees:

(a) All gallery and exhibition space windows shall be made light-proof.

(b) Adequate and proper lighting shall be provided for the exhibit areas.

(c) The existing West Room or space of the building, presently divided by a gallery, shall be modified so as to allow for approximately fifteen (15) feet clearance between floor and ceiling for use as gallery or exhibition space.

(d) There shall be four (4) main galleries or exhibition rooms as identified on sketch attached hereto, marked Exhibit "B" and made a part hereof by this reference.

(e) The remainder of the first floor shall have adequate provisions for office space, storage, receiving and repair space.

(f) The gallery shall, at the CITY'S expense, be provided with adequate and appropriate facilities and appurtenances for the hanging and the display of the COLLECTION.

(g) Air-conditioning and humidity control shall be provided so that a constant temperature of approximately seventy-two (72) degrees and humidity of not more than fifty (50%) per cent can be uniformly maintained.

(h) Suitable signs naming the BASS MUSEUM OF ART shall be placed on Collins Avenue, 21st Street, 22nd Street, and Park Avenue, Miami Beach, and above the main entrance to the Museum.

7. The building shall be modified, maintained and the exhibits kept in good condition and repair at the cost and expense of the CITY. The exhibit and COLLECTION shall be open to the public

in accordance with a reasonable time schedule to be adopted in accordance with the directives of the Board of Trustees hereinafter provided for.

8. CITY shall maintain the said COLLECTION in perpetuity and shall not dispose of the same in whole or in part by sale, gift, exchange or otherwise.

9. BASS agree to have the COLLECTION delivered to the exhibit building within thirty (30) days after being furnished with written notice by the CITY that the building is ready to receive the COLLECTION, and as near as may be by December 1, 1963. CITY agrees to exercise due diligence to have the said building ready for the hanging and placing of the exhibition on or before December 1, 1963. Warehousing, awaiting shipment, transportation and delivery of the COLLECTION shall be at the cost of BASS. The COLLECTION shall be placed and hung within thirty (30) days after delivery, and such placing and hanging shall be at the cost of the CITY.

✓ 10. BASS agrees to furnish to the CITY within thirty (30) days of the date hereof, or as soon thereafter as possible, a current and up-to-date appraisal of said collection made by an appraiser or appraisers satisfactory to the insurance company selected by the CITY, so as to enable the CITY to procure such insurance upon said COLLECTION, as it shall deem appropriate.

11. CITY shall approve and accept this Agreement by appropriate formal resolution of its City Council.

12. Within five (5) days after the CITY has furnished to BASS or their attorney certified copies of the Resolutions and/or ordinances, implementing, authorizing, undertaking or accomplishing those matters specified in Paragraphs 6 and 14 hereof, a Bill of Sale (in the form attached hereto as Exhibit "C") to all of the articles listed in Exhibit "A" shall be executed by BASS and delivered to the CITY.

13. BASS shall at all times hereafter have the express privilege of making further and subsequent donations or loans of additional art works to the Museum which, if and when accepted by the CITY, (which expressly reserves the right of acceptance or rejection) shall be added to and exhibited in the Museum.

14. The hanging, display, placement, management and day-to-day operation of the Museum and of the COLLECTION shall be entrusted to a Board of Trustees appointed by the City Council of the City. This Board shall be composed of the holders from time to time of the following offices:

- (a) City Manager of the City of Miami Beach.
- (b) Chairman of the Library Board of the City of Miami Beach.
- (c) President of the Miami Beach Chamber of Commerce (or successor.)

In addition there shall be appointed to the Board JOHN BASS and JOHANNA BASS, who shall serve for life. In the event of the death, resignation or inability to serve (by reason of mental or physical deficiency) on the part of either JOHN or JOHANNA BASS, he or she, as the case may be, shall be succeeded by one of the following named children of the said JOHN and JOHANNA BASS, in the order named, to-wit: ROGER WILLIAM BASS, ROBERT EARL BASS and ERIC RALPH BASS.

15. Any controversies or claims arising out of, or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction.

16. THIS AGREEMENT shall be binding upon the heirs, personal representatives, administrators, assigns and successors

STATE OF FLORIDA)
) SS..
COUNTY OF DADE)

PERSONALLY appeared before me, MELVIN J. RICHARD and R. WM. L. JOHNSON, who being by me first duly sworn, deposed and said that they are the Mayor and City Clerk, respectively, of the City of Miami Beach, a Florida municipal corporation; that they executed the above and foregoing instrument for the purpose therein expressed; and that they are duly authorized to execute said instrument for and in the name of the City of Miami Beach, Florida.

WITNESS my hand and official seal at the County and State aforesaid, this 8th day of July, 1963.



Notary Public, State of Florida

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Dec. 19, 1963
Bonded by American Surety Co. of N.Y.

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT entered into this 6th day of June, 1979, by and between the CITY OF MIAMI BEACH, a Florida municipal corporation, hereinafter referred to as the "CITY" and MELVIN J. RICHARD as Testamentary Devisee under the Will of JOHN BASS, on behalf of JOHN AND JOHANNA BASS of the City of New York, State of New York, hereinafter referred to as "BASS."

W I T N E S S E T H:

WHEREAS, the parties desire to enter into an agreement for the purpose of amending the agreement passed and adopted by the Miami Beach City Commission on July 8, 1963, authorizing execution of contract with BASS for the purpose of establishing the "Bass Museum of Art."

The following designated sections of the original contract are to be amended to read as follows:

3. In return and as consideration for the said gift on the part of BASS, the CITY agrees to administer, operate and maintain said COLLECTION, permanently and as a whole, as the JOHN AND JOHANNA BASS COLLECTION, and cause the same to be placed on exhibit for the use and enjoyment of the public under the terms and conditions hereinafter specified. The entire collection need not be on display at all times, provided those objects not on display are adequately protected while in storage using standard museum procedures, including provision for storage in a place where temperature (72°F) and humidity (50%) is maintained. CITY agrees to maintain the COLLECTION in the building formerly utilized by the CITY as a municipal library, which building is located on a site which may be generally bounded as follows: By 21st Street on the South; 22nd Street on the North; Park Avenue on the West, and by the new Public Library Building of the City of Miami

Beach on the East. In the event that said building becomes unavailable because of damage, destruction, act of God, or compelling public necessity, the CITY agrees to make available other facilities, equal and comparable to said building, in which the COLLECTION shall be housed and maintained under the same terms and conditions.

5. The first floor of said building shall be utilized primarily for the exhibition of the COLLECTION, it being the intent and purpose of this provision that the COLLECTION be maintained on the first floor.

8. CITY shall maintain the said COLLECTION in perpetuity and shall not dispose of the same in whole or in part by sale, gift, exchange or otherwise, except with unanimous written concurrence by all five voting members of the Board of Trustees. In the event any works are sold due to the unanimous recommendation of the Board of Trustees the proceeds thereof can be used exclusively for the purchase of other works of art for display, which shall become part of the BASS COLLECTION and shall be subject to the same terms and provisions as the original collection.

14. The BASS MUSEUM OF ART shall have a Board of Directors composed of the following persons:

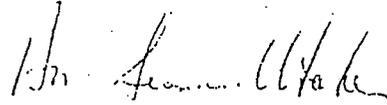
- a) City Manager of the City of Miami Beach.
- b) The Chairman of the Library Board of the City of Miami Beach.
- c) The President of the Miami Beach Chamber of Commerce.
- d) Two members of the John and Johanna Bass family or their lineal descendants. Initially these two positions shall be filled in the following order - Roger William Bass, Robert Earl Bass, and Eric Ralph Bass. Subsequent representatives of the BASS family shall be selected by members of said family. In the event more than two members of the BASS family claim a place on the Board of Trustees, the remaining members of the Board of Trustees shall seat the eldest claimant who is the issue of Roger William Bass and the eldest claimant who is the issue of Robert Earl Bass.

The Board of Trustees shall have the following responsibilities:

1. The hanging, display, placement, management and day to day operation of the museum and of the collection of works of art.
2. Preparation of the annual budget to be presented to the City of Miami Beach.
3. The selection and overseeing of special exhibits and cultural programs associated with the BASS museum.
4. The hiring and dismissal of personnel for the BASS museum.
5. To aid in the establishment, and to cooperate with the Friends of the Bass Museum which shall be a community sponsored advisory group to the Board of Trustees.
6. To further enhance the prestige of the BASS collection by objects of art through donations or other means of acquisition including purchase when funds are available. When desired objects of art are available through donation, it shall be the responsibility of the Board of Trustees to secure an appraisal, to vote tentative acceptance or rejection within a reasonable time, and to submit to the CITY within 10 days notice of the Board's tentative acceptance together with copies of the appraisal and the Board's minutes. If the CITY's Board of Commissioners does not vote to reject the donation within 60 days of the date of notice the acceptance shall become final and the date of acceptance shall relate back to the date of the vote of the Board of Trustees.
7. To adopt a set of bylaws to facilitate the orderly transaction of the Board's duties.

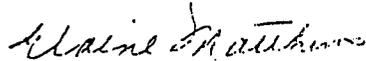
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed by their duly authorized officials on the day and date first above indicated.

CITY OF MIAMI BEACH

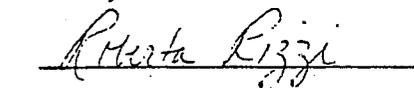


Mayor

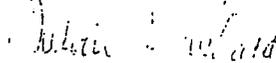
Attest:


City Clerk

Witnesses:

For John and Johanna Bass:


MELVIN J. RICHARD, Testamentary
Devisee under Will of JOHN BASS

RESOLUTION NO. 79-15942

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING THE CONTRACT BETWEEN THE CITY OF MIAMI BEACH AND JOHN AND JOHANNA BASS WHICH PROVIDED FOR THE ESTABLISHMENT OF THE BASS MUSEUM OF ART.

WHEREAS, the parties desire to enter into an Agreement for the purpose of amending the Agreement passed and adopted by the Miami Beach City Commission on July 8, 1963, authorizing execution of Contract with John and Johanna Bass for the purpose of establishing the Bass Museum of Art; and

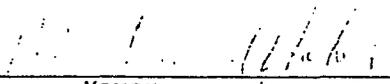
WHEREAS, the City Administration has recommended that the proposed Contract changes as submitted by the Board of Trustees of the Bass Museum be accepted; and

WHEREAS, the City Attorney has approved the proposed Contract changes and the Amendment to the Agreement as to form, and the City Manager has recommended that the City Commission accept said proposed Contract changes and authorize entry into same; and

WHEREAS, the City Commission of the City of Miami Beach is familiar with the provisions of said Amendment to Agreement;

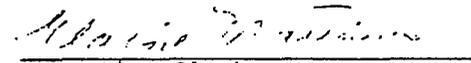
NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Clerk be and they are hereby authorized and directed to execute the Agreement amending the Contract between the City of Miami Beach and Melvin J. Richard, as Testamentary Devisee under the Will of John Bass in the name of and on behalf of the City of Miami Beach, Florida.

PASSED and ADOPTED this 6th day of June, 1979.



Mayor

Attest:



City Clerk

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH THAT THE CITY ENTER INTO AN AGREEMENT WITH MELVIN J. RICHARD AMENDING THE BASS MUSEUM AGREEMENT TO PROVIDE THAT THE PRESIDENT OF THE FRIENDS OF THE BASS MUSEUM BE DESIGNATED AS A MEMBER OF THE BOARD OF TRUSTEES IN LIEU AND IN PLACE OF THE CHAIRMAN OF THE LIBRARY BOARD OF THE CITY OF MIAMI BEACH.

WHEREAS, under the terms of the agreement for creation, maintenance and operation of the Bass Museum of Art, herein designated as the MUSEUM, dated July 8, 1963 between John and Johanna Bass, designated therein and herein as BASS, and the City of Miami Beach, a municipal corporation of the State of Florida, designated therein and herein, as CITY, it is provided that "the hanging, display, placement, management and day-to-day operation of the Museum and of the COLLECTION (which constitutes the art contributed by BASS) shall be entrusted to a Board of Trustees appointed by the City Council of the City", composed of the holders from time to time of the following offices:

- a) City Manager of the City of Miami Beach,
- b) Chairman of the Library Board of the City of Miami Beach,
- c) President of the Miami Beach Chamber of Commerce (or successor), and
- d) Two members of the Bass family, and;

WHEREAS, the Library Board of the City of Miami Beach was abolished when the County of Dade took over the maintenance and operation of the Miami Beach Public Library; and

WHEREAS, there is, therefore, the need to amend said agreement to provide for replacement for the Chairman of the Library Board of the City of Miami Beach; and

WHEREAS, under the will of John Bass, dated May 12, 1976, the said John Bass, now deceased, assigned to Melvin J. Richard, all of his right, title and interest under any and all agreements, including the aforesaid Bass Museum agreement, made with the City of Miami Beach; and

WHEREAS, the remaining members of the Board of Trustees of the Museum recognize that the friends of the Bass Museum are and

have been actively engaged in the establishment and daily operation of the gift shop for the benefit of the MUSEUM and in the training of its members as docents, in planning and aiding the operation of special programs and functions at the MUSEUM, in raising funds for the MUSEUM and in many other ways to foster improvement of the MUSEUM, all on a voluntary basis; and

WHEREAS, this Board deems it appropriate to designate the President of the Friends of the Museum as the replacement member of the Board of Trustees.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the City enter into an agreement with Melvin J. Richard amending the Bass Museum agreement to provide that the President of the Friends of the Bass Museum be designated as a member of the Board of Trustees in lieu and in place of the Chairman of the Library Board of the City of Miami Beach.

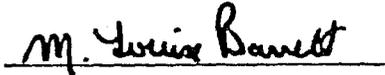
PASSED and ADOPTED this 3rd day of February, 1988.


MAYOR

Attest:


City Clerk

FORM APPROVED
LEGAL DEPARTMENT:


M. Louis Barnett

Date: 1-27-88

MLB/rlw

AMENDMENT TO BASS AGREEMENT

THIS AMENDMENT TO AGREEMENT entered into this 17 day of June, 1988, by and between the CITY OF MIAMI BEACH, a Florida municipal corporation, hereinafter referred to as the "CITY", and MELVIN J. RICHARD, hereinafter referred to as "RICHARD", as Testamentary Devisee under the will of JOHN BASS, in behalf of JOHN and JOHANNA BASS, hereinafter referred to as "BASS".

WITNESSETH as follows:

WHEREAS, the CITY and BASS entered into an agreement July 8, 1963 for donation by BASS to the CITY of a substantial and valuable art collection, known as the JOHN and JOHANNA BASS collection, hereinafter referred to as the "COLLECTION" and for the creation, maintenance and operation of the BASS MUSEUM OF ART to house the COLLECTION, and

WHEREAS, paragraph 14 of the said Agreement provides, "the hanging, display, placement, management and day-to-day operation of the Museum and of the COLLECTION shall be entrusted to a Board of Trustees appointed by the 'CITY COUNCIL of the CITY" to be composed of the holders from to time of the following offices:

- (a) City Manager of the City of Miami Beach;
- (b) Chairman of the Library Board of the City of Miami Beach;
- (c) President of the Miami Beach Chamber of Commerce (or successor);
- (d) Two members of the Bass Family, and

WHEREAS, the Library Board of the City of Miami Beach was abolished when the County of Dade took over the maintenance and operation of the Miami Beach Public Library, and

WHEREAS, there is therefore the need to amend said agreement to provide for replacement for the Chairman of the Library Board of the City of Miami Beach, and

WHEREAS, under the will of John Bass, dated May 12, 1976, the said John Bass, now deceased, assigned to Melvin J. Richard, all of his right, title and interest under any and all

agreements, including the aforesaid Bass Museum agreement, made with the City of Miami Beach, and

WHEREAS, the remaining members of the Board of Trustees of the Museum recognize that the friends of the Bass Museum are and have been actively engaged in the establishment and daily operation of the gift shop for the benefit of the MUSEUM and in the training of its members as docents, in planning and aiding the operation of special programs and functions at the MUSEUM, in raising funds for the MUSEUM and in many other ways to foster improvement of the MUSEUM, all on a voluntary basis, and

WHEREAS, the remaining members of the Board of Trustees unanimously adopted a Resolution recommending that the CITY and RICHARD enter into an agreement amending the aforesaid agreement to provide that the President of the Friends of the Bass Museum be designated as a member of the Board of Trustees in lieu and in place of the Chairman of the Library Board of the City of Miami Beach, and

WHEREAS, the CITY on February 3, 1988, adopted Resolution No. 88-19147 to that effect, and

WHEREAS, by Amendment To Agreement dated June 6, 1979 the CITY and RICHARD amended the aforesaid agreement June 6, 1979 providing, among other things, how the members of the BASS family shall be selected.

NOW, THEREFORE, it is hereby agreed by the parties hereto that paragraph 14 of the aforesaid Agreement of July 8, 1963 be and it is hereby amended to read as follows:

14. The hanging, display, placement, management and day-to-day operation of the Museum and of the COLLECTION shall be entrusted to a Board of Trustees appointed by the City Commission of the City of Miami Beach, to be composed of the holders from time to time of the following offices:

- (a) City Manger of the City of Miami Beach.
- (b) President of the Friends of the Bass Museum.
- (c) President of the Miami Beach Chamber of Commerce.
- (d) Two members of the John and Johanna Bass family or their lineal descendants. Initially these two positions shall be

filled in the following order - Roger William Bass, Robert Earl Bass, and Eric Ralph Bass. Subsequent representatives of the BASS family shall be selected by members of said family. In the event more than two members of BASS family claim a place on the Board of Trustees, the remaining members of the Board of Trustees shall seat the eldest claimant who is the issue of Roger William Bass and the eldest claimant who is the issue of Robert Earl Bass.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17 day of June, 1988.

CITY OF MIAMI BEACH

Allyson
MAYOR

ATTEST:

Alpine M. Baker
City Clerk

WITNESSES:

Marta J. Ruiz
Laura P. Puelo

FOR JOHN AND JOHANNA BASS:

Melvin J. Richard (SEAL)
MELVIN J. RICHARD,
Testamentary Devisee under
Will of JOHN BASS

BASS.8

FORM APPROVED
LEGAL DEPT.

By *Peter M. Ben*

Date *6/14/88*

City of Miami Beach

FLORIDA 33139



"VACATIONLAND U. S. A."

OFFICE OF THE CITY MANAGER
ROB W. PARKINS
CITY MANAGER

CITY HALL
1700 CONVENTION CENTER DRIVE
TELEPHONE: 873-7010

COMMISSION MEMORANDUM NO. 499-90

DATE: September 19, 1990.

TO: Mayor Alex Daoud and
Members of the City Commission

FROM: Rob W. Parkins
City Manager

SUBJECT: AMENDMENT TO THE AGREEMENT BETWEEN MELVIN J. RICHARD, AS
TESTAMENTARY DEVISEE UNDER THE WILL OF JOHN BASS, IN
BEHALF OF JOHN AND JOHANNA BASS, AND THE CITY OF MIAMI
BEACH, RELATING TO THE DESIGNATION OF INDIVIDUALS TO THE
BOARD OF TRUSTEES

This amendment will provide that the Chairman of the
Board of Directors of the Miami Beach Chamber of Commerce
be designated as a member of the Board of Trustees in
lieu and in place of the President of the Miami Beach
Chamber of Commerce.

ADMINISTRATION RECOMMENDATION:

3

AGENDA
ITEM

C-4-B

DATE

9-19-90

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH THAT THE CITY ENTER INTO AN AGREEMENT WITH MELVIN J. RICHARD AMENDING THE BASS MUSEUM AGREEMENT TO PROVIDE THAT THE CHAIRMAN OF THE BOARD OF DIRECTORS OF THE MIAMI BEACH CHAMBER OF COMMERCE BE DESIGNATED AS A MEMBER OF THE BOARD OF TRUSTEES IN LIEU AND IN PLACE OF THE PRESIDENT OF THE MIAMI BEACH CHAMBER OF COMMERCE.

WHEREAS, under the terms of the agreement for creation, maintenance and operation of the Bass Museum of Art (herein designated as the "MUSEUM") dated July 8, 1963 between John and Johanna Bass (designated therein and herein as "BASS") and the City of Miami Beach, a municipal corporation of the State of Florida (designated therein and herein, as "CITY"), and as amended on June 17, 1988, it is provided that "[t]he hanging, display, placement, management and day-to-day operation of the Museum and of the COLLECTION (which constitutes that art contributed by BASS) shall be entrusted to a Board of Trustees appointed by the City Commission of the City," composed of the holders from time to time of the following offices:

- a) City Manager of the City of Miami Beach.
- b) President of the Friends of the Bass Museum.
- c) President of the Miami Beach Chamber of Commerce.
- d) Two members of the John and Johanna Bass family or their lineal descendants. Initially these two positions shall be filled in the following order - Roger William Bass, Robert Earl Bass, and Eric Ralph Bass. Subsequent representatives of the BASS family shall be selected by members of said family. In the event more than two members of the BASS family claim a place on the Board of Trustees, the remaining members of the Board of Trustees shall seat the eldest claimant who is the issue of Roger William Bass and the eldest claimant who is the issue of Robert Earl Bass; and

WHEREAS, the Miami Beach Chamber of Commerce has changed its structure as follows: the President of the Chamber of Commerce is now the Chairman of the Board and the Executive Director is now the President, and

WHEREAS, there is, therefore, the need to amend said agreement

to provide for replacement of the President of the Miami Beach Chamber of Commerce; and

WHEREAS, this Board deems it appropriate to designate the Chairman of the Board of Directors for the Miami Beach Chamber of Commerce as the replacement member of the MUSEUM's Board of Trustees; and

WHEREAS, under the will of John Bass, dated May 12, 1976, the said John Bass, now deceased, assigned to Melvin J. Richard, all of his right, title and interest under any and all agreements, including the aforesaid Bass Museum agreement, made with the City of Miami Beach.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the CITY enter into an agreement with Melvin J. Richard amending the Bass Museum agreement to provide that the Chairman of the Board of Directors for the Miami Beach Chamber of Commerce be designated as a member of the Board of Trustees in lieu and in place of the President of the Miami Beach Chamber of Commerce.

PASSED and ADOPTED this 19th day of September, 1990.


MAYOR

Attest:

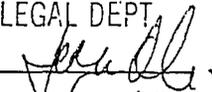

City Clerk

FORM APPROVED

LEGAL DEPT.

By

Date


6-17-90

AMENDMENT TO BASS AGREEMENT

THIS AMENDMENT TO AGREEMENT entered into this 21st day of September, 1990, by and between the CITY OF MIAMI BEACH, a Florida municipal corporation (hereinafter referred to as the "CITY") and MELVIN J. RICHARD (hereinafter referred to as "RICHARD") as Testamentary Devisee under the will of JOHN BASS, on behalf of JOHN and JOHANNA BASS (hereinafter referred to as "BASS").

WITNESSETH as follows:

WHEREAS, the CITY and BASS entered into an agreement July 8, 1963 for the donation by BASS to the CITY of a substantial and valuable art collection, known as the JOHN and JOHANNA BASS collection (hereinafter referred to as the "COLLECTION") and for the creation, maintenance, and operation of the BASS MUSEUM OF ART (hereinafter referred to as the "MUSEUM") to house the COLLECTION, and

WHEREAS, paragraph 14(6) of the Agreement as amended on June 6, 1979 provides that the Board of Trustees of the MUSEUM (hereinafter referred to as the "BOARD") shall have the following responsibility:

To further enhance the prestige of the BASS collection by objects of art through donations or other means of acquisition including purchase when funds are available. When desired objects of art are available through donation, it shall be the responsibility of the Board of Trustees to secure an appraisal, to vote tentative acceptance or rejection within a reasonable time, and to submit to the CITY within 10 days notice of the Board's tentative acceptance together with copies of the appraisal and the Board's minutes. If the CITY'S Board of Commissioners does not vote to reject the donation within 60 days of the date of notice the acceptance shall become final and the date of acceptance shall relate back to the date of the vote of the Board of Trustees.

And

WHEREAS, to further efficient MUSEUM management procedures, there is the need to amend said agreement to provide for additional time to submit the BOARD'S tentative acceptance of art acquisitions to the CITY, and

WHEREAS, under the will of John Bass, dated May 12, 1976, the said John Bass, now deceased, assigned to RICHARD, all of his right, title, and interest under any and all agreements, including

eldest claimant who is the issue of Robert Earl Bass"; and

WHEREAS, the Miami Beach Chamber of Commerce has changed its structure as follows: the President of the Chamber of Commerce is now the Chairman of the Board and the Executive Director is now the President, and

WHEREAS, there is, therefore, the need to amend said agreement to provide for a replacement for the President of the Miami Beach Chamber of Commerce on the MUSEUM's Board of Trustees, and

WHEREAS, under the will of John Bass, dated May 12, 1976, the said John Bass, now deceased, assigned to Melvin J. Richard, all of his right, title and interest under any and all agreements, including the aforesaid Bass Museum agreement, made with the CITY, and

WHEREAS, the remaining members of the MUSEUM's Board of Trustees unanimously adopted a Resolution recommending that the CITY and RICHARD enter into an agreement amending the aforesaid agreement to provide that the Chairman of the Board of Directors of the Miami Beach Chamber of Commerce be designated as a member of the Board of Trustees in lieu and in place of the President of the Miami Beach Chamber of Commerce, and

WHEREAS, the City on September 19, 1990, adopted Resolution No. 90-20103 to that effect, and

NOW, THEREFORE, it is hereby agreed by the parties hereto that paragraph 14 of the aforesaid amended Agreement of June 17, 1988 be and it is hereby amended to read as follows:

14. The hanging, display, placement, management and day-to-day operation of the MUSEUM and of the COLLECTION shall be entrusted to a Board of Trustees appointed by the City Commission of the City of Miami Beach, to be composed of the holders from time to time of the following offices:

- (a) City Manager of the City of Miami Beach.
- (b) President of the Friends of the Bass Museum.
- (c) Chairman of the Board of Directors of the Miami Beach Chamber of Commerce.

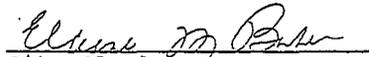
(d) Two members of the John and Johanna Bass family or their lineal descendants. Initially these two positions shall be filled in the following order - Roger William Bass, Robert Earl Bass, and Eric Ralph Bass. Subsequent representatives of the BASS family shall be selected by members of said family. In the event more than two members of BASS family claim a place on the Board of Trustees, the remaining members of the Board of Trustees shall seat the eldest claimant who is the issue of Roger William Bass and the eldest claimant who is the issue of Robert Earl Bass.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 21st day of September, 1990.

CITY OF MIAMI BEACH

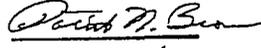

MAYOR

ATTEST:


City Clerk 9/21/90

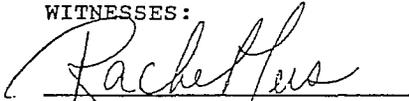
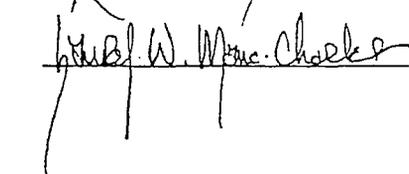
FORM APPROVED

LEGAL DEPT.

By 

Date 6/14/90

WITNESSES:

FOR JOHN AND JOHANNA BASS:

 (SEAL)
MELVIN J. RICHARD,
Testamentary Devisee under
Will of JOHN BASS



OFFICE OF THE CITY MANAGER
ROB W. PARKINS
CITY MANAGER

CITY HALL
1700 CONVENTION CENTER DRIVE
TELEPHONE: 673-7010

COMMISSION MEMORANDUM NO. 500-90

DATE: September 19, 1990

TO: Mayor Alex Daoud and
Members of the City Commission
FROM: Rob W. Parkins
City Manager
SUBJECT:

AMENDMENT TO THE AGREEMENT BETWEEN MELVIN J. RICHARD, AS TESTAMENTARY DEVISEE UNDER THE WILL OF JOHN BASS, IN BEHALF OF JOHN AND JOHANNA BASS, AND THE CITY OF MIAMI BEACH, PROVIDING FOR THE TIME FOR NOTIFICATION OF ACCEPTANCE OF AN ART ACQUISITION

This amendment will provide that the Board of Trustees shall have thirty (30) days instead of ten (10) days to notify the city of the Board of Trustees' tentative acceptance of an art acquisition together with copies of the appraisal and the Board's Minutes.

ADMINISTRATION RECOMMENDATION:

The Administration recommends approval of this amendment to the Bass Museum Agreement.

LWC:mep

AGENDA ITEM C-4-C
DATE 9-19-90

RESOLUTION NO. 90-20104

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH THAT THE CITY ENTER INTO AN AGREEMENT WITH MELVIN J. RICHARD AMENDING THE BASS MUSEUM AGREEMENT TO PROVIDE THAT THE BOARD OF TRUSTEES OF THE BASS MUSEUM SHALL HAVE THIRTY (30) DAYS INSTEAD OF TEN (10) DAYS TO NOTIFY THE CITY OF THE BOARD OF TRUSTEES' TENTATIVE ACCEPTANCE OF AN ART ACQUISITION TOGETHER WITH COPIES OF THE APPRAISAL AND THE BOARD'S MINUTES.

WHEREAS, under the terms of the agreement for creation, maintenance, and operation of the Bass Museum of Art (hereinafter referred to as the "MUSEUM") dated July 8, 1963 between John and Johanna Bass (hereinafter referred to as "BASS") and the City of Miami Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY"), and as amended on June 6, 1979, it is provided that:

To further enhance the prestige of the BASS collection by objects of art through donations or other means of acquisition including purchase when funds are available. When desired objects of art are available through donation, it shall be the responsibility of the Board of Trustees to secure an appraisal, to vote tentative acceptance or rejection within a reasonable time, and to submit to the CITY within 10 days notice of the Board's tentative acceptance together with copies of the appraisal and the Board's minutes. If the CITY'S Board of Commissioners does not vote to reject the donation within 60 days of the date of notice the acceptance shall become final and the date of acceptance shall relate back to the date of the vote of the Board of Trustees.

And

WHEREAS, to further efficient MUSEUM management procedures, there is the need to amend said agreement to provide for additional time to submit the BOARD'S tentative acceptance of an art acquisition to the CITY, and

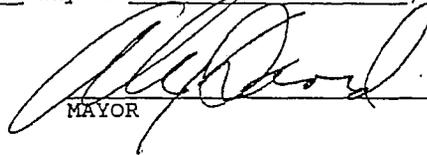
WHEREAS, the BOARD deems it appropriate to extend the period of time within which the BOARD must notify the City of an art acquisition and to provide copies of the appraisal and the BOARD'S minutes from ten (10) days to thirty (30) days, and

WHEREAS, under the will of John Bass, dated May 12, 1976, the said John Bass, now deceased, assigned to Melvin J. Richard, (hereinafter referred to as "RICHARD") all of his right, title, and interest under any and all agreements, including the aforesaid Bass

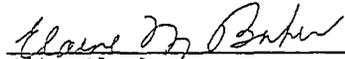
Museum agreement, made with the City of Miami Beach.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the CITY enter into an agreement with RICHARD amending the Bass Museum agreement to provide that the BOARD shall have thirty (30) days within which to notify the CITY of an art acquisition and to provide copies of the appraisal and the BOARD'S minutes.

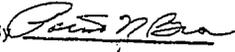
PASSED and ADOPTED this 19th day of September, 1990.


MAYOR

Attest:


City Clerk

FORM APPROVED
LEGAL DEPT.

By 

Date 9/2/90

AMENDMENT TO BASS AGREEMENT

THIS AMENDMENT TO AGREEMENT entered into this 21st day of September, 1990, by and between the CITY OF MIAMI BEACH, a Florida municipal corporation (hereinafter referred to as the "CITY") and MELVIN J. RICHARD (hereinafter referred to as "RICHARD") as Testamentary Devisee under the will of JOHN BASS, on behalf of JOHN and JOHANNA BASS (hereinafter referred to as "BASS").

WITNESSETH as follows:

WHEREAS, the CITY and BASS entered into an agreement July 8, 1963 for the donation by BASS to the CITY of a substantial and valuable art collection, known as the JOHN and JOHANNA BASS collection (hereinafter referred to as the "COLLECTION") and for the creation, maintenance, and operation of the BASS MUSEUM OF ART (hereinafter referred to as the "MUSEUM") to house the COLLECTION, and

WHEREAS, paragraph 14(6) of the Agreement as amended on June 6, 1979 provides that the Board of Trustees of the MUSEUM (hereinafter referred to as the "BOARD") shall have the following responsibility:

To further enhance the prestige of the BASS collection by objects of art through donations or other means of acquisition including purchase when funds are available. When desired objects of art are available through donation, it shall be the responsibility of the Board of Trustees to secure an appraisal, to vote tentative acceptance or rejection within a reasonable time, and to submit to the CITY within 10 days notice of the Board's tentative acceptance together with copies of the appraisal and the Board's minutes. If the CITY'S Board of Commissioners does not vote to reject the donation within 60 days of the date of notice the acceptance shall become final and the date of acceptance shall relate back to the date of the vote of the Board of Trustees.

And

WHEREAS, to further efficient MUSEUM management procedures, there is the need to amend said agreement to provide for additional time to submit the BOARD'S tentative acceptance of art acquisitions to the CITY, and

WHEREAS, under the will of John Bass, dated May 12, 1976, the said John Bass, now deceased, assigned to RICHARD, all of his right, title, and interest under any and all agreements, including

the aforesaid Bass Museum agreement, made with the CITY, and

WHEREAS, the remaining members of the MUSEUM'S BOARD unanimously adopted a Resolution recommending that the CITY and RICHARD enter into an agreement amending the aforesaid agreement to provide that the BOARD shall have thirty (30) days instead of ten (10) days within which to submit notice to the City of the BOARD'S tentative acceptance of an art acquisition together with copies of the appraisal and the BOARD'S minutes, and

WHEREAS, the City on September 19, 1990, adopted Resolution No. 90-20104 to that effect, and

NOW, THEREFORE, it is hereby agreed by the parties hereto that paragraph 14 (6) of the aforesaid amended Agreement of June 16, 1979 be and it is hereby amended to read as follows:

To further enhance the prestige of the BASS collection by objects of art through donations or other means of acquisition including purchase when funds are available. When desired objects of art are available through donation, it shall be the responsibility of the Board of Trustees to secure an appraisal, to vote tentative acceptance or rejection within a reasonable time, and to submit to the CITY within ~~10~~ 30 days notice of the Board's tentative acceptance together with copies of the appraisal and the Board's minutes. If the CITY'S Board of Commissioners does not vote to reject the donation within 60 days of the date of notice the acceptance shall become final and the date of acceptance shall relate back to the date of the vote of the Board of Trustees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 21st day of September, 1990.

CITY OF MIAMI BEACH

[Signature]
MAYOR
FORM APPROVED

LEGAL DEPT.

By *[Signature]*

Date 6/7/90

ATTEST:

[Signature]
City Clerk 91-1190

WITNESSES:

[Signature]
[Signature]

FOR JOHN AND JOHANNA BASS:

[Signature] (SEAL)
MELVIN J. RICHARD,
Testamentary Devisee under
Will of JOHN BASS

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Discussion Item

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Carlos Alvarez, Mayor

County Executive Office
County Manager
111 NW 1st Street • Suite 2910
Miami, Florida 33128-1994
T 305-375-5311 F 305-375-1262

miamidade.gov

January 12, 2010

Jorge Gonzalez
City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Dear Jorge,

We received a copy of your December 23, 2009 memorandum to Mayor Bower and the Miami Beach City Commission describing a December 18, 2009 meeting between your staff and staff of the Miami-Dade Water and Sewer Department (WASD) regarding relocation of the sewer force main under Government Cut. Relocation of the pipe is required to allow dredging of the shipping channel to enable larger ships to access the Seaport. While we all share the priority of making the Port of Miami ready for the next generation of shipping vessels, a project that is crucial for our shared economic growth, it is important to clarify a few points regarding the project.

We are pursuing the micro-tunnel alternative at this time due to the tight schedule constraints, as well as to lower construction risks associated with the much larger and longer duration utility tunnel project. Preliminary design of the utility tunnel project will be completed; however the project will not be scheduled at least until 2014 when the channel dredging work is completed. That would be the earliest starting date for a utility tunnel, and it is likely that completion of final design and construction will take at least four years. I would also like to clarify that although you make reference to a deeper location for the micro-tunnel in your memorandum, both tunnels are expected to be at a similar depth. Ultimately, the construction of both projects will provide a back up system for this important link in the regional wastewater system. However, the most critical and urgent consideration before us today is relocating the existing force main to accommodate the channel dredging work.

The County cannot assume any obligation, responsibility or authority to participate in upgrades to the City's collection system. The booster station in question has been part of the City's required Peak Flow Management Plan at least since 2006, a clear indication that the City, quite properly, has long considered this booster station to be a City responsibility. While it may be true that the utility tunnel project could provide some collateral benefits to the City's collection system, even to the extent of mitigating the need for a booster station, it does not create an obligation for the County to construct the project or to complete construction on a certain schedule.

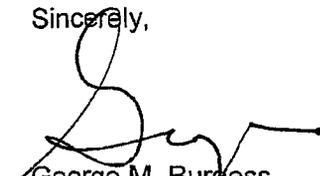
Jorge Gonzalez
City Manager, City of Miami Beach
Page 2

WASD staff attending the December 18 meeting reported that City staff in attendance indicated they will share the results of a new analysis of the flows in the City's system based on the fact that North Bay Village is planning to connect directly to the County's wastewater systems. This connection would effectively reduce the flows from the City's system which may negate the need for a booster station at this time. WASD staff agreed to evaluate those results and to identify any additional flows that might be re-directed away from the City's system. To date no additional flows have been identified that could be re-routed from the City's system.

While we always welcome proposals from the City, your current proposal seems decidedly imbalanced. In fact, it could result in us shifting significant costs from the City to the larger group of WASD's retail and wholesale customers.

We will continue to keep you fully informed regarding the Government Cut project and the longer-range plans for the utility tunnel as they evolve. Enhancing access to the Seaport in time to accommodate deeper draft ships will benefit the entire south Florida economy for years to come. We appreciate your support in this effort.

Sincerely,



George M. Burgess
County Manager

- c. Honorable Carlos Alvarez, Mayor
Honorable Matti Herrera Bower, Mayor, City of Miami Beach
and Members, Miami Beach City Commission
Ysela Llort, Assistant County Manager
Howard Piper, Special Assistant to the County Manager
John Renfrow, Director, Water and Sewer Department

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MIAMIBEACH

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

COMMITTEE MEMORANDUM

TO: Members of the Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager

DATE: January 26, 2010

SUBJECT: Internal Audit Division's Audited Areas for Fiscal Year 2008/09 and Fiscal Year 2009/10 Risk Assessment Areas

The City's Internal Audit Division, a component of the Office of Budget and Performance Improvement, is responsible for ensuring:

- Compliance with Resort Tax Ordinances by auditing Miami Beach businesses;
- Compliance with City policies and procedures and financial integrity and sufficiency of internal controls by Departments and Not-for-Profits; and
- Integrity of performance measures reported Citywide.

The Division is comprised of nine full time staff with four auditors, four field agents and one office associate. Three field agents are responsible for auditing business required to file resort taxes. Additionally, resources are shared between resort tax and internal audit functions for the Internal Auditor, Assistant Internal Auditor, and the office associate.

Resort Tax Audits

The majority of resources in the Division are dedicated to auditing the Miami Beach businesses required to report and remit resort taxes. This effort is supported by approximately half of the positions in the Division as well as by outside contract auditors. Resort tax generated for the fiscal year 2008/09 was \$37,828,845.

Scheduled audits are based upon the type of business, actual resort tax receipts received, and the frequency of the last audit. There are approximately 1,749 businesses registered to collect resort taxes. Our goal is to audit the 686 businesses consisting of hotels, restaurants, nightclubs, and bars at least once every 4 years, approximately 171 per year. Newer accounts are to be audited soon after they are opened. The remaining 1,063 accounts representing apartments having less risk are audited much less frequently.

In fiscal year 2008/09 the Division completed 234 resort tax audits (94% of our total goal) of which 129 were hotels, restaurants, nightclubs, and bars. The 234 audits resulted in additional tax assessments of \$342,242. This represented 2.28% of the total resort tax reported for these 234 entities over the multi-tax year audited and approximately 0.90% of the total resort tax generated for fiscal year 2008/09.

Internal Audits

For Department and Not-for Profit Internal Audits, the City's Audit Plan is separated by different types of reviews. Annually required audits include those mandated by City Code

and State Agreements, as well as providing assistance to the City's external auditors. Scheduled audits are those areas targeted by the Internal Audit Division based on a risk assessment approach. Audits are classified as to high, medium or low risk. Higher assigned risk areas are subject to more frequent audits, and lower risk areas are often less frequent. The Parking Department is considered particularly high risk due to the considerable revenues received and the manner of collection and therefore has resources dedicated for ongoing audits. The review of waste franchise contractors and roll-off haulers for compliance with the City's sanitation ordinance also has been made a priority in the past three years. In addition, inputs for audits in other Departments are obtained from Directors and the City Manager. In general, our internal audit goals are as follows:

- Audit 90% of the high risk areas approximately once every five years
- Audit 75% of the medium risk areas approximately once every seven years
- Audit 60% of the low risk areas approximately once every ten years.

However, special circumstances are taken into account which may lengthen or shorten the period. In addition unplanned projects may impact the schedule in any given year. For example in the last three years, achieving these goals has been impacted by dedicating internal audit staff to hurricane reimbursement and Building Department assistance in collecting permit fees.

At previous Finance and City Wide Projects Committee meetings, the Committee recommended that the administration present a report annually on the status of Department and Not-For-Profit Internal Audits within the City. Attached is our Status of Audit Areas through Fiscal Year 2008/09. Audits completed in 2009 are shown in bold.

For fiscal year 2008/09 internal audits included the following recommendations:

- Additional safeguards over inventory processing for areas of Public Works, Property Management and Police Property Evidence Unit;
- Revisions to update several departmental procedures for fixed assets, city, payment processing and public works purchasing.
- Improve controls over Central Services billings and Fleet Division's fuel distribution;
- Follow up on outstanding towing fees paid to the Parking and Police Departments and improvement of reconciliations of invoices submitted;
- Changes in procedures to comply to reporting requirements of approved grant funds distributed by the Cultural Arts Council;
- Require better oversight by the agency's Board of funds forwarded to non-profit agencies to be used for proper agency purposes and recommendations for improvement in internal controls;
- Improve monitoring of revenue sharing agreements for bus shelters and convention center food and beverage, and for the lease and concession agreements for Pier Park and South Points restaurants;
- Improve processes for police off-duty fees and overtime paid to assigned employees;
- Enhance procedures for the performance of valet operations, attended lots; and the Parking Department's process for garage space rentals;
- Strengthen oversight of compliance to the agreements for parking meter collection services and for providing cashiers and attendants to the City.
- Improve monitoring and processing receipts for communication service tax, franchise and utilities taxes agreements for electrical and gas.

Overall, thirty-four Department internal and Not-For-Profit audits were completed during fiscal year 2008/09 with a staff of five, including 5 continuous monitoring audits in parking and sanitation by two of the staff, as described below.

Building Department Support

Based on previous findings by the Building Department regarding discrepancies in construction costs estimates for the purpose of determining permit fees, the Division continued to provide ongoing staff assistance in verifying all documentation and calculating the building developing process fees prior to project close-out. In fiscal year 2008/09, \$4,115,671 was collected resulting from our assistance. For first quarter of fiscal year 2009/10, an additional \$197,470 has been collected with the Division's assistance. In addition, working with the Building Department staff, some key processes have been changed to help ensure fees are collected correctly on an ongoing basis. This process was transferred back to the Building Department effective January 1, 2010.

Hurricane Grant Reimbursement Support

Additional hurricane related grant monitoring responsibilities for the Division included:

- Assisting FEMA and the State with their ongoing closeout for Hurricane Wilma 2005.
- Preparation of project worksheets for Tropical Storm Fay 2008.
- Preparation of Quarterly Reports to FEMA (still ongoing for Hurricane Wilma projects).
- Monitoring each open project for completion and requested reimbursement.

Additional monies recovered during the past fiscal year for these claims amounted to \$70,292 for Hurricane Wilma and \$41,230 for Tropical Storm Fay. Additional funds are pending as projects are completed. We anticipate that in fiscal year 2009/10 additional time will be spent on completing the request for payments and final closeouts for the 2005 storms.

Parking Monitoring Reviews

In the Parking area, the Division completed twelve meter, four attended lot cash operations and four coin room reviews during the past fiscal year. While our parking meter reviews identified an improvement in enforcement over the previous fiscal year, areas of enforcement still fell short of desired benchmarks. Operational procedures for attended lots were found to comply with the city's guidelines. In addition, coin room operations were functioning in accordance the city's procedures.

Sanitation Audits

In FY 2006/07 our part time position was expanded to a fulltime position dedicated to monitoring and auditing waste haulers. This effort led to the issuance of ten audit reports in fiscal year 2008/09 resulted in \$103,116 being collected. An additional \$1,804 was collected in first quarter of fiscal year 2009/10 leaving a balance of \$80,357 pending collection from all sanitation audits. Since the inception of our increased monitoring and auditing of these areas, roll-off fee revenues, net of audit assessment, increased from \$447,338 in fiscal year 2003/04 to \$818,256 in fiscal year 2008/09. While there was a 24.8% decrease in revenues from the previous fiscal year mainly attributed to the downturn in the economy, the percentage increase over the base year amounted to 82.9%.

Fiscal Year 2009/10 Risk Assessment Areas /Audit Plan

Areas highlighted on the Status of Audit Areas report represent those areas considered for audits based upon the projected frequency. These highlighted areas are a primary source in developing the annual audit plan. However, the comments provided also indicate reasons why areas may not be audited within the projected frequency.

Internal audits completion rate in fiscal year 2008/09 increased over the past year. Three high priority audits were completed during the year and the balance has been carried over to be completed in fiscal year 2009/10. Based on the fiscal year 2009/10 audit plan, it is anticipated that the City will achieve a closer position with the above stated internal audit goals.

The Division continues to take on more supporting projects and other activities relating to OBPI objectives. These areas include coordinating a revision of City-wide policies and procedures for posting to intranet and developing a coordinated approach for contract management reviews for all citywide contracts.

Transparency

The City has begun to place all of its Internal Audit Reports, Performance Improvement reports and Outside Consultant reviews on the City Website as reports are issued. Along with these reports, a status summary report is being developed which will include the status of each audit finding and review recommendation as reported by each department on a semi-annual basis.

Recommendation for Changing Committee that serves as the Audit Committee

At the next Neighborhood Community Affairs meeting in February there is an item titled "Discussion of Process Improvement and Management Studies" on the agenda that includes a recommendation to transfer the responsibility of the Audit Committees from the City's Finance and Citywide Projects Committee to utilizing the "Committee As a Whole" to serve as the audit committee to review the following items:

- Internal Audit's annual risk areas / plan.
- The External Auditors' reports.
- Annual Review of Internal Audit findings and status.

This committee can meet at a minimum twice a year with the first meeting occurring in the first quarter whereby results of Internal Audit's prior year reports can be presented along with the current risk assessment audit plan. The next meeting can occur in the third quarter with the External Auditors communicating their final reports and results and in addition, an interim report can be presented on the status of Internal Audit recommendations to date.

JMG/KGB/JJS
Attachment

**CITY OF MIAMI BEACH
INTERNAL AUDIT DEPARTMENT
Audit Areas
Fiscal Year Ended 9/30/09**

Areas highlighted are considered for audit based on projected frequency. Comments provided indicate reasons why area may not be audited within the projected frequency.

<u>Department - Audit Area</u>	<u>Last Audit</u>	<u>Risk Type</u>	<u>Comments</u>
Mayor and City Commission			
Operations		L	
Administrative Support Services			
City Manager Office			
Operations		L	
Communications		L	
Budget & Performance Improvement			
Management & Budget		L	Annual budget has been presented to GFOA and earned their Distinguish Budget Award, and audited by external auditors.
Grants Management		L	Grants are included in the City's single audit by the City's external auditors.
Finance			
Cashier Functions - Central Cashier	2008	H	
Cashier Functions - Other areas Building, Police, Parking)	2008	M	
City Payment Processing	2009	H	
Fixed Assets	2009	H	
Interfund Transfers (includes management fees for Convention Center, Parking, Sanitation, Storm, Sewer, Internal Service, Resort Tax)		M	City's external auditors review the internal controls of these financial areas annually within the scope of their comprehensive financial audit of the city.
Intergovernmental Rev (S/Tax, Gas Tax Motor Fuel)		M	While this does not constitute a detailed internal audit, the controls are being reviewed. The City has a consultant study underway to update the basis of determination for management fees.
Miscellaneous Revenues to include the following; Road Impact Fee reimbursement, Beach Access,		L	
Accumulated Leave Liability	2001	L	
Business Tax Receipts / Certificate of Use	2008	M	
Communication Service Tax	2009	M	Previously Franchise Cable & Utility Tax - Telephone
Franchise Fees & Utility Taxes - Electric	2009	M	
Franchise Fees & Utility Taxes - Gas	2009	M	
Investments		M	Strong investment policy and oversight by investment advisor.
Lien Letter Fees		L	
Payroll Processing	2008	H	
Resort Tax Operations		L	Audits of resort tax business are under the internal audit function. Daily contact with this Finance section keeps Audit Division informed.
Storm Water Fee Billing		M	Consultant review of billings completed in 2009.
Water and Sewer Billings		H	Consultant review of billings completed in 2009.

**CITY OF MIAMI BEACH
INTERNAL AUDIT DEPARTMENT
Audit Areas
Fiscal Year Ended 9/30/09**

Areas highlighted are considered for audit based on projected frequency. Comments provided indicate reasons why area may not be audited within the projected frequency.

<u>Department - Audit Area</u>	<u>Last Audit</u>	<u>Risk Type</u>	<u>Comments</u>
Procurement Operations	2003	H	Various contract and procurement policies are reviewed and comments under areas of user departments.
Public Auctions / Sale of Surplus Property		M	Procedures reviewed under Police PEU audit of auctioned items (2007). No problems noted.

Information Technology

Operations (Applications, Support, Communications Services)		M	Each year, external auditor reviews internal controls over IT functions in their annual audit.
IT Security (contract) recommended		H	
Inventory	2002	L	

Human Resources

Operations includes Labor Relations		L	
Review of Benefits Formulas	2005	L	
Pension Time Purchased by Leave Hours	2008	L	
Health, Dental and Life Insurance	1992	L	

Risk Management

Workers Compensation	2005	M	
General Liability Insurance	2005	L	

City Clerk

Operations, Record Retention / Public Requests		L	
Special Masters		M	
Election Invoices	2008	L	

Central Services

Inventory	2003	L	
Operations / Billings for Department Services	2009	L	

City Attorney

Operations		L	
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Economic Dev. & Cultural Events

Economic Development

Economic Development			
Anchor Shop Retail / Garages		L	
RDA - Administrative & Operations		L	

Asset Management

Beachfront Concession (Boucher Brothers)	2005	L	
City Leases, Historic City Hall, 777 Building, etc.	2002	M	Historic City hall under renovation through 2008.
Colony Theater Restaurant Agreement	2008	L	Reviewed RFP
Ballet Valet Company Lease Agreement		L	
Vending Machines	1993	M	Contract calls for annual certified statement of revenue. Audit reviewed 2008 year revenues in 4/2009.
Penrods Pier Park	2009	L	
Miami Beach Marina	2002	L	
South Pointe Restaurant (Smith & Wollensky)	2009	L	
State Beachfront Management Agreement	2009	L	Required Annually by State Agreement
Market Places Concession Agreement	2005	L	

**CITY OF MIAMI BEACH
INTERNAL AUDIT DEPARTMENT
Audit Areas
Fiscal Year Ended 9/30/09**

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<u>Department - Audit Area</u>	<u>Last Audit</u>	<u>Risk Type</u>	<u>Comments</u>
Building			
Operations	2009	H	Outside Consultant completed an organizational review and operations analysis of the Building Department in 2009.
Master Building Permit Fee	2008	H	
Other Building Fees - Electrical, Plumbing, Mechanical, Training, Elevator Inspections, Recertification, Demolition, Building Code Violations, Expired Permits,		H	Building Development Process Fee Study completed in 2009. Procurement of new permitting system in 2009.
Certificate of Completion / Occupancy		H	

Planning			
Operations		L	
Plans Review, Application Fees	1996	L	Building Development Process Fee Study completed in 2009. Procurement of new permitting system in 2010
Concurrency Fees		M	
Parking Impact fees	2004	L	

Tourism & Cultural Development			
Special Events		L	
Byron Carlyle		L	
Bass Museum Operation	1989	L	Expenditure audit, minimum risk. Analysis of revenues and operations was done in 2003 for Friends of the Bass Audit
Cultural Arts Council	2009	L	Required Annually by City Code
Convention Center Management Contract / Revenues - Rents & leases, Concessions, Telephones, Electrical, Services	2008		Close-out audit of SMG contract
Convention Center Food & Beverage/Centerplate	2009	M	
Convention Development Tax		L	County audit completed in 2008.

Operations

Code Compliance			
Code Enforcement Violations and Operations		H	Code Compliance system being procured in 2010.

Community Services			
Community Services	2001	L	
Homeless Outreach Services		L	

Housing & Community Development			
CDBG grants		M	Department is reviewed periodically by the State of Florida and HUD.
Home Investment Partnerships (HOME Entitlement)		M	
State Housing Initiatives Part (SHIP) Programs		M	

**CITY OF MIAMI BEACH
INTERNAL AUDIT DEPARTMENT
Audit Areas
Fiscal Year Ended 9/30/09**

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Department - Audit Area	Last Audit	Risk Type	Comments
Parks and Recreation			
Golf Management Agreement Miami Beach Golf	2005	M	
Golf Management Agreement Normandy Shores		M	Course under renovation, completion in FY 2008/09.
Greenspace Management		L	
Landscaping Agreements		M	Contracts are effectively monitored by Parks Greenspace Mgmt and Procurement. Results are shared with Internal Audit.
Overtime (Parks & Recreation)		M	
Recreation fees / Cashier functions		M	
Tennis Centers Agreement		L	
Public Works			
Administration / Engineering		L	
Bus Shelter / Lincoln Road Directories	2009	M	
Environmental Resource Management		L	Area considered minimum risk.
Inventory (Public Works)	2009	M	
Inventory Processing	2009	M	
Operations - Sewer		M	Various operational components were reviewed in conjunction with reimbursement requests made for prior hurricanes.
Operations - Storm Water		M	
Operations - Streets, Street Lights		L	
Operations - Water		M	
Overtime (Public Works)		M	
Permit Fees - News Racks		L	
Permit Fees - Work in Right of Way		L	
Permit Fees - Sidewalk		L	
Purchasing - Public Works	2009	M	
Transportation Management	2002	L	
Water & Sewer Impact Fees		L	
Sanitation			
Operations	1999	L	Worked with department management on hurricane debris and roll-offs last four years, no problems noted.
Waste Franchise Fees	2009	M	Audited four contractors
Sanitation Fee Residential Billing		M	
Sanitation Impact Fees (Construction & Commercial Billings)		M	
Fines & Forfeits (Sanitation)		L	
Roll-Off Franchise Fees	2009	H	Continuous audits. Completed 6 audits in 2009.
Property Management			
Maintenance Agreements	2008	M	
Internal Service Charge Billings (Including CAM)		M	
Inventory (Property Management)	2009	L	
Capital Improvement Projects			
Financial Controls		H	

**CITY OF MIAMI BEACH
INTERNAL AUDIT DEPARTMENT
Audit Areas
Fiscal Year Ended 9/30/09**

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<u>Department - Audit Area</u>	<u>Last Audit</u>	<u>Risk Type</u>	<u>Comments</u>
Parking			
Attended Parking Lots Monitoring	2009	H	Completed 4 reviews during the year.
Boat Show Parking	2008	M	
Cashiers & Attendants Agreement (Parking)	2009	M	As of 8/2009 audit required annually.
Coin Room (Monitoring) Meter Collection	2009	H	Completed 4 reviews of coin room during the year.
County Court Fines Parking	2003	L	
Meter Collection Agreement	2009	M	
Parking Debit Card/In Car Meters	2001	M	Previous audit reported no significant control issues. In Car cards will be implemented by 11/1/08.
Parking Enforcement Reviews (Meters)	2009	H	Continuously monitored throughout year. 12 separate reviews performed.
Parking Permits (Non-Revenue)	2002	L	
Parking Permits (Revenue)	2007	M	
Space Rentals - Meters	2008	M	
Space Rentals - Parking Garages	2009	M	
Towing Fees - Parking Department	2009	L	
Valet Parking Agreement (Gold Star)	2009	M	

Fleet Management

Fuel distribution	2009	M	
Inventory & Processing	2007	L	
Operations / Internal Service Charges Billings	2007	L	
Vehicle Purchases	2007	L	Audited vehicle purchasing process.

Public Safety

Police

County Court Fines - Traffic	2001	L	Follow-up audit preformed 10/2003, no exceptions were noted.
False Alarm/Registration	2007	L	Internal Audit assisted police in reviewing new procedures for false alarm. Police in process of obtaining new software for operations
Forfeited Funds - Federal	2006	L	
Forfeited Funds - State	2007	L	
Off Duty Account (Police)	2009	M	
Official Authorized Funds - Criminal Investigation Unit (CIU)	2007	L	
Official Authorized Funds - Strategic Investigation Unit (SIU)	2007	L	
Operations - (Patrol, Criminal Investigation, Support Services & Technical Services)	2007	L	
Overtime (Police)	2009	H	
Property Evidence Unit (Police)	2009	M	
Towing Fees (Police)	2009	L	

**CITY OF MIAMI BEACH
INTERNAL AUDIT DEPARTMENT
Audit Areas
Fiscal Year Ended 9/30/09**

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<u>Department - Audit Area</u>	<u>Last Audit</u>	<u>Risk Type</u>	<u>Comments</u>
Annual Fire Inspection Fees		L	Building Development Process Fee Study completed in 2009. Procurement of new permitting system in 2009.
Fire Code Violations		L	
Fire Plan Review		L	Building Development Process Fee Study completed in 2009. Procurement of new permitting system in 2009.
Fire Rescue Fees	2008	M	
Ocean Rescue Operations		L	
Off Duty Account (Fire)	2008	M	
Operations (Suppression, Rescue, Support Services, Prevention)		L	
Overtime - (Fire including Ocean Rescue)		M	

Citywide Projects

Capital Projects - CIP, Public Works, RDA		H	
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Non-Profit Organizations

CDBG funding source:

American Veteran News		L	CDBG funding reviewed by City Econ Dev. Periodically reviewed by Federal HUD. Areas reviewed by external auditors through the Single Audit Report under OMB Circular A-133.
ASPIRA of South Florida		L	
Food for Life Network		L	
HIV Education law Project (HELP)		L	
HOPE, INC		L	
Little Havana Activities and Nutrition Center		L	
Miami Beach Adult Community Education Center		L	
Miami Beach Community Development Corp	2009	L	
Montessori Academy at St. John's		L	
Prime Time Seniors		L	
RAIN Parents Inc.		L	
Shelbourne House		L	
Unidad of Miami Beach, Inc.		L	

General fund funding source:

Douglas Garden Community Mental Health Center		L	General fund for 2010 is \$21,660.
Jewish Vocational Services -Hot Meals		L	General fund for 2010 is \$46,930
Latin Chamber of Commerce	2006	L	General fund for 2010 is \$20,000.
MDPL- 10th St auditorium		L	General fund for 2010 is \$25,000.
Miami Beach Botanical Gardens	2005	L	General fund for 2010 is \$152,475.
Miami Beach Chamber of Commerce	2008	L	General fund for 2010 is \$40,000.
Sanford L. Ziff Jewish Museum		L	General fund for 2010 is \$55,000
Sister Cities		L	General fund for 2010 is \$15,200.
South Florida & Greater Miami Hispanic	2008	L	General fund for 2010 is \$20,000.

Both general fund and CDBG funding source:

Boys and Girls Club		L	General Fund for 2010 is \$16,606.
Miami Beach Community Health Center		L	General Fund for 2010 is \$21,660.
North Beach Development Corp	2008	L	General Fund for 2010 is \$20,000.

Other funding sources:

Friends of the Bass	2003	L	
Police Athletic League	2009	L	