

# MIAMI BEACH

## City Commission Meeting SUPPLEMENTAL MATERIAL 1

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

February 6, 2013

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

Interim City Manager Kathie G. Brooks  
City Attorney Jose Smith  
City Clerk Rafael E. Granado

Visit us at [www.miamibeachfl.gov](http://www.miamibeachfl.gov) for agendas and video "streaming" of City Commission Meetings.

### ATTENTION ALL LOBBYISTS

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

### SUPPLEMENTAL AGENDA

#### C7 - Resolutions

C7H A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee, Approving A Month-To-Month Extension, Retroactive To January 1, 2013, For A Voluntary Employee Loan Program, Through The BMG Money Loans-At-Work Program, To Make Available Loans To Interested Active Employees Of The City Of Miami Beach; With A Discussion Item Referred To The Finance And Citywide Projects Committee To Explore What Potential Loan Alternatives May Be Available.

(Human Resources)

**(Resolution)**

C7J A Resolution Waiving, By 5/7th Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The City, And Authorizing The City Manager To Execute A Letter Of Agreement With Jewish Community Services Of South Florida, Inc. In The Amount Of \$40,000, For Provision Of Litter Control And Sanitation Support Services, Through JCS's Hope Program, In The Area From 5<sup>th</sup> To 11<sup>th</sup> Streets, Between Lenox And Meridian Avenues.

(Public Works)

**(Resolution & Draft Letter Agreement)**

**R7 - Resolutions**

- R7C A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 1 To The Professional Services Agreement Between The City Of Miami Beach And Strategic Advisory Group (SAG), Dated October 19, 2011 For Consulting Services Relative To The Expansion And Enhancement Of The Miami Beach Convention Center (MBCC) Campus/District; Said Amendment In The Not To Exceed Amount Of \$198,835, Including All Reimbursable Expenses, With Previously Appropriated Funds From FY 2012/2013 Budget Operating Fund 168 RDA City Center Operations.

(City Manager's Office)

**(Resolution & Agreement)**

- R7E A Resolution Transmitting The Request From The City Attorney's Office And The Public Works Department, For The Debarment Of Harbour Construction, Inc. Pursuant To Sections 2-397 Through 2-406 Of The Code Of The City Of Miami Beach To Aleksandr Boksner, Senior Assistant City Attorney, Whom Shall Be Charged With The Duty Of Promptly Investigating And Preparing All Necessary Written Report(s) Concerning The Proposed Debarment, And To Serve As The Prosecuting Authority Before The Debarment Committee For The Presentation Of All Relevant Evidence And Arguments For The Debarment Of Harbour Construction, Inc.

(City Manager's Office/City Attorney's Office)

**(Resolution)**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE, APPROVING A MONTH-TO-MONTH EXTENSION, RETROACTIVE TO JANUARY 1, 2013, FOR A VOLUNTARY EMPLOYEE LOAN PROGRAM, THROUGH THE BMG MONEY LOANS-AT-WORK PROGRAM, TO MAKE AVAILABLE LOANS TO INTERESTED ACTIVE EMPLOYEES OF THE CITY OF MIAMI BEACH; WITH A DISCUSSION ITEM REFERRED TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE TO EXPLORE WHAT POTENTIAL LOAN ALTERNATIVES MAY BE AVAILABLE.**

**WHEREAS**, BMG Money offers all active full-time employees an emergency loan options through a program called Loans-At-Work;

**WHEREAS**, the BMG Money Loans-At-Work program provides a voluntary payroll deduction loan program to employees through a non-traditional, unsecured loan to cover unexpected financial emergencies, with repayment provided through payroll deduction; and

**WHEREAS**, the BMG Money Loans-At-Work program has proved to be an option for employees who have no credit and are unable to secure emergency funds through traditional financial outlets; and

**WHEREAS**, this program was offered to City employees on a twelve (12) month trial basis which ended December 31, 2012; and

**WHEREAS**, the City does not bear any responsibility or liability this program; and

**WHEREAS**, at the December 12, 2012 City Commission Meeting, after discussion, the City Commission agreed to discontinue the program effective December 31, 2012; and

**WHEREAS**, based on subsequent feedback provided to some City Commissioners, the BMG Loans-At-Work program was referred to the Finance and Citywide Projects Committee at its January 24, 2013 meeting for further discussion; and

**WHEREAS**, the Finance and Citywide Projects Committee recommends that the BMG Loans-At-Work program be extended, based on a month-to-month basis; and

**WHEREAS**, with a discussion item being to the Finance and Citywide Projects Committee for their exploration of other loan alternatives that may be available.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH FLORIDA** that the Mayor and City Commission hereby authorize the City Manager to accept the recommendation of the Finance and Citywide Projects Committee, approving a month-to-month extension, retroactive to January 1, 2013, for a voluntary employee loan program, through the BMG Money Loans-At-Work program, to make available loans to interested active employees of the City of Miami Beach; with a discussion item referred to the Finance and Citywide Projects Committee to explore what potential loan alternatives may be available.

**PASSED** and **ADOPTED** this 6<sup>th</sup> day of February 2013.

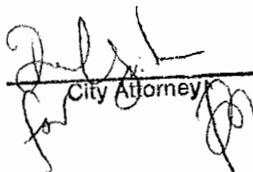
\_\_\_\_\_  
Matti Herrera Bower, Mayor

ATTESTED BY:

\_\_\_\_\_  
Rafael E. Granado, City Clerk

T:\AGENDA\2013\February 6\BMG Money Loans-At-Work Resolution.docx

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

 1-31-13  
\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING, BY 5/7<sup>TH</sup> VOTE, THE COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF AGREEMENT WITH JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC., IN THE AMOUNT OF \$40,000, FOR PROVISION OF LITTER CONTROL AND SANITATION SUPPORT SERVICES, THROUGH JCS'S HOPE PROGRAM, IN THE AREA FROM 5<sup>TH</sup> TO 11<sup>TH</sup> STREETS, BETWEEN LENOX AND MERIDIAN AVENUES.

**WHEREAS**, since 1995, the City of Miami Beach has provided funding to Jewish Community Services of South Florida, Inc. (JCS) to clean certain areas of the City's business and residential districts; and

**WHEREAS**, through JCS's HOPE Program, homeless and formerly homeless individuals are provided with much needed employment in exchange for cleaning our City's rights-of-way, swales, and streets and gutters; and

**WHEREAS**, the City wishes to continue to contract with JCS for the provision of street cleaning services (through the HOPE Program); and

**WHEREAS**, under the current proposed new agreement, provision of litter control and sanitation support services shall include sweeping and litter removal of street, and swales and gutter areas, from 5<sup>th</sup> to 11<sup>th</sup> Streets, between Lenox and Meridian Avenues, from 6 am to 11 am, five (5) days a week, for one hundred and thirty (130) days, at three hundred seven dollars and sixty-nine cents (\$307.69) per day, for a maximum not to exceed forty thousand dollars (\$40,000); and

**WHEREAS**, the City's Sanitation Division shall monitor the targeted areas on a daily basis, and include the areas for assessments in the City's *Cleanliness Index* program; and

**WHEREAS**, \$40,000 was appropriated as part of the Sanitation Budget for the HOPE Program in FY 2012-13; and

**WHEREAS**, the City Administration desires to continue its support of the JCS's HOPE Program, since it has mutual benefits for both the homeless community in Miami Beach and the City, and accordingly, would recommend that the Mayor and City Commission waive competitive bidding, finding such waiver to be in the best interest of the City, and authorize the City Mayor to enter into a Letter of Agreement with JCS to provide the aforesated services.

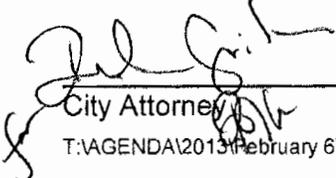
**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission hereby waive, by 5/7<sup>th</sup> vote, the competitive bidding requirement, finding such waiver to be in the best interest of the City, and authorize the City Manager to execute a Letter of Agreement with Jewish Community Services of South Florida, Inc., in the amount of \$40,000, for provision of litter control and sanitation support services, through JCS's HOPE Program, in the area from 5<sup>th</sup> to 11<sup>th</sup> streets, between Lenox and Meridian Avenues.

**PASSED AND ADOPTED this 6<sup>th</sup> day of February, 2013.**

ATTEST:

\_\_\_\_\_  
Rafael Granado, City Clerk

\_\_\_\_\_  
Matti Herrera Bower, Mayor

  
\_\_\_\_\_  
City Attorney

2-5-13  
\_\_\_\_\_  
Date

T:\AGENDA\2013\February 6\JCS Waiver of competitive bidding. reso.doc



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

OFFICE OF THE CITY MANAGER  
Tel: 305.673.7010, Fax: 305.673.7782

February 4, 2013

Jewish Community Services of South Florida, Inc.  
Attn: Fred Stock, Executive Director  
735 NE 125<sup>th</sup> Street  
North Miami, Fl. 33161  
(305) 403-6521

**Re: LETTER OF AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA, AND JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC. (JCS) FOR PROVISION OF CERTAIN SANITATION SERVICES THROUGH JCS'S HOPE PROGRAM.**

Dear Mr. Stock:

The foregoing Letter Agreement shall confirm the understanding between the City of Miami Beach, Florida (hereinafter referred to as the City) and Jewish Community Services Of South Florida, Inc (hereinafter referred to as JCS or Contractor), pertaining to Contractor's engagement to improve cleanliness of certain Miami Beach rights-of-way, through Contractor's HOPE Programs. Through JCS's HOPE Program, homeless and formerly homeless individuals are provided with needed employment in exchange for cleaning designated City public rights-of-ways, swale areas, and streets and gutters.

- **Scope of Work (Services)** - The Contractor shall provide litter control and sanitation support services, including sweeping and litter removal of street, swale and gutter areas from 5<sup>th</sup> to 11<sup>th</sup> Streets, between Lenox and Meridian Avenues (the Targeted Areas), from 6 am to 11 am, Monday through Fridays. The Sanitation Division shall monitor the Targeted Areas on a daily basis, and include the City's Areas for assessment in the City's *Cleanliness Index* program. As part of this Agreement, JCS must score a minimum of 1.5 on the City's *Cleanliness Index Assessments* (with 1 being Extremely Clean and 5 being Extremely Dirty) for the Targeted Areas.

(\**)* Provision of Services for One Hundred and Thirty (130) days, at Three Hundred Seven Dollars and Sixty-Nine Cents (\$307.69) per day, for a maximum not to exceed Forty Thousand Dollars (\$40,000).

Contractor's total compensation during the Term of this Agreement shall not exceed the maximum allowable sum of Forty Thousand Dollars (\$40,000), which shall be broken down as follows:

- **Invoicing** - Contractor shall submit Semi-Monthly Reimbursement Requests and Semi-Monthly Service Summary Reports. Invoices and supporting documentation shall be submitted to Rhonda McPherson, Assistant Division Director, Division of Sanitation, 140 MacArthur Causeway, Miami Beach, Florida, 33139.

- **Method Of Payment** - Payments shall be made within thirty (30) days of the date of invoice, in a manner satisfactory to and as approved and received by the City Manager and/or her designee, who shall be the City's Assistant Division Director, Division of Sanitation.
- **Responsibility Of The Contractor** - All candidates must be pre-screened and 'job-ready' by meeting JCS's Rehabilitation and Employment Division criteria, such as completing treatment and counseling programs to address issues that were barriers to employment, and living in either transitional or permanent housing. The Contractor must provide provision of litter control and sanitation support services, including the sweeping and litter removal of street, and swales and gutter areas, from 5<sup>th</sup> to 11<sup>th</sup> Streets, between Lenox and Meridian Avenues, from 6 am to 11 am, five (5) days a week.
- **Duration And Extent Of Agreement (Term)** - The Term of this Agreement shall commence the 1<sup>st</sup> day of October, 2012, and shall be completed no later than September 30, 2013; with the option of extending the contract on a year-to-year basis, by sole discretion of the City Manager or his/her designee, and available funds.
- **Indemnification** - Contractor agrees 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, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its employees, agents, sub-contractors, or any other person or entity acting under Contractor's control, in connection with the Contractor's performance of the Services pursuant to this Agreement; and to that extent, the 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 and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.
- **Termination for Convenience of City** - The City may, for its convenience and without cause, terminate this agreement at any time during the term hereof by giving written notice to Contractor of such termination, which shall become effective seven (7) days following receipt by the Contractor of the written termination notice. In that event, any finished or unfinished documents and other materials prepared and or otherwise compiled by Contractor pursuant to its provision of the services, shall be promptly assembled and delivered to the City, at Contractor's sole cost and expense. If the agreement is terminated by the City as provided in this subsection, contractor shall be paid for any services satisfactorily performed, as determined by the City at its sole discretion, up to the date of termination; provided, however, that as a condition precedent to such payment, Contractor shall have delivered any and all documents, materials, etc, to city, as required herein.
- **Insurance Requirements** - The Contractor shall not commence any work and/or Services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been reviewed and approved by the City's Risk Manager. Contractor shall maintain and carry in full force during the term of this Agreement the following insurance:

1. Contractor General Liability, in the amount of \$1,000,000.
2. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.

All insurance required hereunder must be furnished by insurance companies authorized to do business in the State of Florida. Original certificates of insurance for the above coverage must be submitted to the City's Risk Manager at the Office of the Risk Manager of the City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139. The Contractor is solely responsible for obtaining and submitting all insurance certificates for its sub-contractors.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Compliance with the foregoing requirements shall not relieve the Contractor of the liabilities and obligations under this Section or under any other portion of this Agreement, and the City shall have the right to obtain from the Contractor specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

All of Contractor's certificates, as required, shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

The Contractor shall not commence any work and/or Services pursuant to this Agreement until the City's Risk Manager has received, reviewed and approved, in writing, certificates of insurance showing that the requirements of this Section (in its entirety) have been met and provided for.

If the aforesaid meets with your approval, please acknowledge and execute same in the space provided below. Upon execution by the City Manager (on behalf of the City), we will forward a fully executed copy to you for your records.

Sincerely,

Fred H. Beckmann, P.E.  
Public Works Director

I have read this letter agreement and fully understand same, agree to be bound by the terms and conditions contained herein.

Contractor/Jewish Community Services  
Of South Florida

The City/City of Miami Beach

By: \_\_\_\_\_  
Contractor Signature

By: \_\_\_\_\_  
Kathie Brooks  
Interim City Manager

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

KGB/JGG/FHB

Cc: Kathie Brooks, Interim City Manager  
Jorge Gomez, Assistant City Manager  
Raul J. Aguila, First Assistant City Attorney

F:\WORK\ALL\1) EMPLOYEE FOLDERS\FIORELLA SARMIENTO\_JCS Letter of Agreement updated 020413

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND STRATEGIC ADVISORY GROUP (SAG), DATED OCTOBER 19, 2011 FOR CONSULTING SERVICES RELATIVE TO THE EXPANSION AND ENHANCEMENT OF THE MIAMI BEACH CONVENTION CENTER (MBCC) CAMPUS/DISTRICT; SAID AMENDMENT IN THE NOT TO EXCEED AMOUNT OF \$198,835, INCLUDING ALL REIMBURSABLE EXPENSES, WITH PREVIOUSLY APPROPRIATED FUNDS FROM FY 2012/2013 BUDGET OPERATING FUND 168 RDA CITY CENTER OPERATIONS.**

**WHEREAS**, on October 19, 2011, via Resolution No. 2011-27778, the City Commission authorized the Mayor and City Clerk to enter into Professional Services Agreement (the Agreement) with Strategic Advisory Group (SAG) for services relative to the expansion and enhancement of the MBCC District, pursuant to Request for Proposals (RFP) No 33-10/11, in an amount not to exceed \$175,000; and

**WHEREAS**, SAG, as part of its scope of services, assisted the City in drafting the Request for Qualifications (RFQ) for the master development of the MBCC District and, on January 11, 2012, the City Commission authorized the Administration to issue Request for Qualifications No. 22-11/12 for Qualified Developers for a Public-Private Mixed-Use Development in Miami Beach for the Enhancement of the MBCC District, Including the Expansion of the Miami Beach Convention Center and Development of a Convention Center Hotel (the RFQ) which was subsequently issued on February 7, 2012; and

**WHEREAS**, on the RFQ deadline of April 23, 2012, the City received qualifications packages from eight (8) proposers in response to the RFQ; and

**WHEREAS**, at the December 12, 2012 City Commission meeting, the Commission accepted the recommendation of the City Manager and short-listed two proposers, first ranked Portman CMC and second ranked South Beach ACE, to move forward to Phase II of the RFQ; and

**WHEREAS**, as part of Phase II of the RFQ, Portman CMC and South Beach ACE will be required to prepare a detailed proposal for their proposed development of the MBCC District, and Letters of Intent (LOI's) with the shortlisted proposers will be negotiated, which will include the scope of the renovation and design for the MBCC, the phasing plan, the financing plan, land lease terms (if required) and other economic impacts, hotel room blocks, and traffic impacts, and the LOI's will then be presented to the City Commission for consideration and further action; and

**WHEREAS**, the Administration will require SAG's continued professional industry consulting services for Phase II work, including assistance with the extensive public master planning process with the community, and the negotiations of the LOI's with Portman CMC and South Beach ACE; and

**WHEREAS**, accordingly, the Administration and SAG have negotiated Amendment No. 1 to the Agreement, in the not to exceed amount of \$198,835.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA** that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute Amendment No. 1 to the Professional Services Agreement between the City of Miami Beach and Strategic Advisory Group (SAG), dated October 19, 2011, for consulting services relative to the expansion and enhancement of the Miami Beach Convention Center campus/district, said Amendment in the not to exceed amount of \$198,835, from previously appropriated funds from FY 21012/2013 Operating Budget Fund 168 RDA City Center Operations.

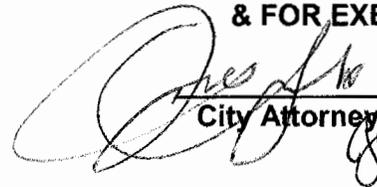
**PASSED AND ADOPTED this 6<sup>th</sup> day of February 6, 2013.**

ATTEST:

\_\_\_\_\_  
Matti Herrera Bower, Mayor

\_\_\_\_\_  
Rafael Granado, City Clerk

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

  
\_\_\_\_\_  
City Attorney

2-4-13  
\_\_\_\_\_  
Date

# Strategic Advisory Group

## Amendment #1

PROFESSIONAL SERVICES AGREEMENT DATED OCTOBER 19, 2011  
BETWEEN THE CITY OF MIAMI BEACH  
AND  
STRATEGIC ADVISORY GROUP  
FOR  
CONSULTING SERVICES RELATIVE TO THE EXPANSION AND ENHANCEMENT OF  
THE MIAMI BEACH CONVENTION CENTER CAMPUS/DISTRICT, PURSUANT TO  
REQUEST FOR PROPOSALS (RFP) NO 33-10/11

January 1, 2013

The following amends Strategic Advisory Group's ("SAG") scope of services, professional fees, and Term pursuant to our agreement dated October 19, 2011 to provide consulting services relative to the expansion and enhancement of the Miami Beach Convention Center Campus/District.

### ADDITIONAL SCOPE OF SERVICES

SAG, will manage, in conjunction with City staff, the Master plan/LOI process outlined in Exhibit 1. This will include:

- Project oversight – this includes assisting the City on how to best maximize the City's assets, informing the City on how to potentially generate maximum private investment, updating the City on the status of the project, and assisting the City with the resolution of any issues that may arise as the project progresses.
- Managing and maintaining the schedule – this includes taking the lead role in creating, modifying, communicating, and administering the attached schedule (Exhibit 1) with both the City team and the short listed developers. The goal of this process will be to complete a master plan and LOI from each short listed team by the targeted date.
- Preparing agendas and facilitating project meetings – The attached schedule includes numerous meetings and work sessions. SAG will be responsible for preparing the agenda for each meeting, ensuring participants are informed of expectations, and facilitating each meeting as appropriate.
- Participating in public forums and commission meetings. There are four public community meetings and four City Commission meetings currently planned. It is our goal to create an environment whereby the community speaks directly to the short-listed development teams, not an intermediary consultant. Nevertheless, SAG will facilitate the

## **Strategic Advisory Group**

meetings, meet in advance with leaders to prepare, and ensure the proper presentation materials are prepared.

For the Commission meetings, SAG will assist with drafting briefing information, participate in Commission member advance briefings, and prepare apple-to-apples comparisons to ensure the Commission is presented with comparable data for their decision making process.

- Drafting and reviewing written correspondence related to the project – SAG will assist with the drafting and/or reviewing project information. This will include project update memorandums, proposal comparisons, and correspondence to the development teams.
- Preparing presentation materials – SAG will prepare presentation materials when required. In addition, SAG will assist each development team with preparing their materials to ensure each team presents like data in a similar fashion.
- Facilitating developer discussions – SAG will assist with the numerous meetings, conference calls, and discussions with the short listed teams to communicate the City’s objectives, deliverable expectations, financing options, master plan issues, etc.
- Participating in design review meetings – SAG will participate and coordinate the planned design review meetings. Our main role will be to monitor how each team is moving forward and ensure the Commission, community, convention center, City and other stakeholder issues are being addressed.
- Answering developer questions – SAG will be the clearinghouse to answer developer questions as they arise, ensuring the proper team member from the City team is counseled, and that the answer is communicated.
- Drafting the LOI template – SAG will draft, in conjunction with the City’s legal team, a letter of intent template outlining the broad terms for the proposal. The LOI will address: diagrams and renderings communicating the vision for the site; square foot program for each component; phasing plan and project absorption schedule; development cash flows (revenues, expense, capital, etc.) for each component, with a summary of significant assumptions, demonstrating financial viability; terms for leasing land for private development; plan for raising capital and known funding commitments; scope of services and fee for management of the renovation and expansion of the MBCC and any other public assets requested to be developed; scope of services and fee for design of the renovation and expansion of the MBCC and any other public assets requested to be developed; requested role of the City; hotel room-block commitment; and the plan to involve the community in the refinement of the vision.
- Economic impact – one of the requirements of the RFQ is for each short listed team to provide an analysis of the economic impact of the proposed master plan, with documentation supporting how the estimated economic impact was derived. In addition each team must provide a summary of City revenues generated by the private components of the project over time, including property taxes, hotel taxes and sales taxes.

## **StrategicAdvisoryGroup**

SAG will provide guidance to each team on how these analyses are to be completed to enable an apples-to-apples comparison of the proposals. This will include providing each team with a common methodology and assumptions for each calculation.

- Negotiating the LOI – SAG will work in concert with the City legal team to negotiate the LOIs. This will entail numerous conference calls and meetings to ensure each proposal addresses all issues and that each is as favorable to the City as possible.

### **ADDITIONAL FEES**

SAG will be compensated for fees and expenses through December 31, 2012 under the current contract.

Exhibit 2 presents an estimate of the hours for each task, fees and expenses beginning January 1, 2013, assuming two firms are shortlisted. Fees and expenses are not to exceed \$198,835 during the term. Fees and expenses will increase if more than two firms are shortlisted or the City materially alters the schedule in Exhibit 1.

SAG's fees will be based on the time worked on the project multiplied by the hourly rates in Exhibit 2. Each invoice will include a summary of the tasks completed by day by person.

Travel expenses will be paid in addition to fees. Expenses for airfare, rental car, taxi, hotel and any third party data will be invoiced based on the actual amount, without markup. Meal receipts will be provided, and will be invoiced not to exceed the City of Miami Beach's per diem rates which are currently \$22.64 for breakfast, \$20.14 for lunch and \$36.38 for dinner.

Invoices shall be submitted monthly and the City shall pay invoices within 30 days of receipt.

### **TERM**

This agreement shall begin on January 1, 2013 and end on June 30, 2013.

\* \* \*

**StrategicAdvisoryGroup**

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this Subcontract Agreement to be executed as of the date first written above.

FOR CITY:

**CITY OF MIAMI BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

FOR CONSULTANT:

**STRATEGIC ADVISORY GROUP LLC**

ATTEST:

By: \_\_\_\_\_  
Thomas Reifert, Partner

\_\_\_\_\_  
Jeffrey Sachs, Managing Partner

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

  
\_\_\_\_\_  
City Attorney

2/4/13  
\_\_\_\_\_  
Date

# Strategic Advisory Group

## Exhibit 1 Design/LOI Process

Jan 8	City/SAG/Tishman - Kick Off Meeting, MBCC Walk-Through
Jan 9	City/SAG/Portman - Kick Off Meeting, MBCC Walk-Through
Jan 17	City Commissioner Briefings
Jan 29	Tishman and Portman meeting with Convention Center Advisory Board
Jan 29 Eve	Public Community Meeting #1 - Gather initial public input
Feb 26	City/SAG/Portman - Internal Preliminary Master Plan Review
Feb 27	City/SAG/Tishman - Internal Preliminary Master Plan Review
Feb 27 Eve	Public Community Meeting #2 <ul style="list-style-type: none"><li>▪ Guiding Principles for Master Plan based on community input</li><li>▪ Master Plan Concept (bubble diagrams)</li></ul>
Feb 28	City Commission Workshop #1 <ul style="list-style-type: none"><li>▪ Guiding Principles for Master Plan based on community input</li><li>▪ Master Plan Concept (bubble diagrams)</li></ul>
Feb 27 / 28	City Commissioner Briefings
Mar 26	City/SAG/Portman - Internal Master Plan Review
Mar 27	City/SAG/Tishman - Internal Master Plan Review
Mar 27 eve	City Commission Workshop #2 & Public Community Meeting #3 <ul style="list-style-type: none"><li>▪ 3D Massing diagrams</li></ul>
Mar 28	City Commissioner Briefings
April 5	Initial LOI terms due to the Administration
April	LOI review and negotiations
April 26	Final Masterplan deliverables and LOI due
May 8 eve	Public Community Meeting #4 <ul style="list-style-type: none"><li>▪ Complete Master Plans</li></ul>
May 9 / 10	City Commissioner Briefings
May 15	Special City Commission Meeting <ul style="list-style-type: none"><li>▪ Complete Master Plans</li><li>▪ Proposed LOI Terms</li></ul>

## **Strategic Advisory Group**

May 22 / 23    City Commission Briefings

Jun 5            City Commission Meeting

- Selection of the Final Proposer based on LOIs and Master Plans

# Strategic Advisory Group

## Exhibit 2

### Estimated Hours, Fees and Expenses

	Hours			Fees
	Sachs	Reifert	Total	
Project Oversight	30	20	50	\$14,750
Commissioner meetings	35	0	35	11,375
Managing & Maintaining the Schedule	25	20	45	13,125
Facilitating project meetings	10	10	20	5,750
Participating in public forums and commission meetings	32	16	48	14,400
Drafting and reviewing written correspondence related to the project	20	10	30	9,000
Preparing presentation materials	20	30	50	14,000
Facilitating developer discussions	40	10	50	15,500
Participating in design review meetings	30	30	60	17,250
Answering developer questions	20	15	35	10,250
Drafting the LOI template	30	10	40	12,250
Economic impact	10	35	45	12,000
Negotiating the LOI	60	15	75	23,250
	<u>362</u>	<u>221</u>	<u>583</u>	<u>172,900</u>
Billing Rate	\$325	\$250		
Fees	\$117,650	\$55,250	\$172,900	
Travel Expense Allowance (15%)			<u>25,935</u>	
TOTAL			<u>\$198,835</u>	
Average over 6 months			\$33,139	

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, TRANSMITTING THE REQUEST FROM THE CITY ATTORNEY'S OFFICE AND THE PUBLIC WORKS DEPARTMENT, FOR THE DEBARMENT OF HARBOUR CONSTRUCTION, INC. PURSUANT TO SECTIONS 2-397 THROUGH 2-406 OF THE CODE OF THE CITY OF MIAMI BEACH TO ALEKSANDR BOKSNER, SENIOR ASSISTANT CITY ATTORNEY, WHOM SHALL BE CHARGED WITH THE DUTY OF PROMPTLY INVESTIGATING AND PREPARING ALL NECESSARY WRITTEN REPORT(S) CONCERNING THE PROPOSED DEBARMENT, AND TO SERVE AS THE PROSECUTING AUTHORITY BEFORE THE DEBARMENT COMMITTEE FOR THE PRESENTATION OF ALL RELEVANT EVIDENCE AND ARGUMENTS FOR THE DEBARMENT OF HARBOUR CONSTRUCTION, INC.

**WHEREAS**, the City Attorney's Office, in collaboration with the Public Works Department, has requested the debarment of Harbour Construction, Inc. pursuant to Sections 2-397 through 2-406 of the Code of the City of Miami Beach; and

**WHEREAS**, the City Commission is hereby required to transmit this request to Aleksandr Boksner, Senior Assistant City Attorney, whom shall be charged with the duty of investigating and preparing all necessary written reports concerning the proposed debarment of Harbour Construction, Inc., pursuant to Chapter 2, Article VI, Division 5; and

**WHEREAS**, Senior Assistant City Attorney, Aleksandr Boksner, shall serve as the prosecuting authority before the Debarment Committee, present all relevant evidence and argument for the debarment of Harbour Construction, Inc., and have all authority necessary to investigative and prosecute this matter.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, transmit the request from the City Attorney's Office and the Public Works Department, for the debarment of Harbour Construction, Inc. pursuant to Sections 2-397 through 2-406 of the Code of the City of Miami Beach to Aleksandr Boksner, Senior Assistant City Attorney, whom shall be charged with the duty of promptly investigating and preparing all necessary written report(s) concerning the proposed debarment, and to serve as the prosecuting authority before the Debarment Committee for the presentation of all relevant evidence and arguments for the debarment of Harbour Construction, Inc.

**PASSED and ADOPTED** this \_\_\_\_\_ day of February, 2013.

**ATTEST BY:**

\_\_\_\_\_  
MAYOR MATTI HERRERA BOWER

\_\_\_\_\_  
RAFAEL E. GRANADO, CITY CLERK

Agenda Item R7E  
Date 2-6-13

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION  
  
\_\_\_\_\_  
CITY ATTORNEY AS DATE 1/31/13

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