



**City Commission Meeting
SUPPLEMENTAL MATERIAL 1**

**City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
March 11, 2015**

Mayor Philip Levine
Vice-Mayor Jonah Wolfson
Commissioner Michael Grieco
Commissioner Joy Malakoff
Commissioner Micky Steinberg
Commissioner Edward L. Tobin
Commissioner Deede Weithorn

City Manager Jimmy L. Morales
City Attorney Raul J. Aguila
City Clerk Rafael E. Granado

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ATTENTION ALL LOBBYISTS

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

SUPPLEMENTAL AGENDA

C4 - Commission Committee Assignments

- C4G Referral To Sustainability And Resiliency Committee - Discussion Regarding The "Woosh" Smart Water Stations Network Proposal.
(Requested by Commissioner Michael Grieco)
(Attachments)

C7 - Resolutions

C7A A Resolution Approving And Authorizing The City Manager Or His Designee To Take The Following Actions: 1) Submit A Grant Application To Florida Department Of Transportation For The Transportation Alternatives Program, In The Approximate Amount Of \$1 Million, For The Beachwalk II Project; And Retroactive Approval Of The Following Actions: 2) Submittal Of A Grant Application To Firehouse Subs, In The Approximate Amount Of \$20,000, For Emergency Management Equipment; 3) Submittal Of A Grant Application To The Us Department Of Justice, Smart Policing Initiative Grant, In The Approximate Amount Of \$700,000; 4) Submittal Of A Grant Application To Florida Department Of Transportation, For The Police Department's Highway Safety Program, In The Approximate Amount Of \$374,000; 5) Submittal Of A Grant Application To The Florida Office Of The Attorney General, In The Approximate Amount Of \$100,000, For Victim Of Crime Act The Florida (VOCA) Funding; And, 6) Submittal Of Fiscal Year 2015/16 Budget Issue Requests To The State Legislature; Approving And Authorizing The Appropriation Of The Above Grants And Funding Requests, Including Any Requisite Matching Funds And City Expenses; And Further Authorizing The City Manager, Or His Designee, To Take All Necessary Steps And To Execute All Necessary Documents In Connection With The Aforestated Grants And Funding Requests, Including, Without Limitation, Applications, Grant And Funding Agreements, And Audits.

(Budget & Performance Improvement)

(Memorandum & Resolution)

C7S A Resolution Transferring The Oversight And Management Of The City's Legislative Priorities Concerning County, State, And Federal Legislation And Governmental Affairs From The City Manager's Office To The Office Of The Mayor And City Commission; Authorizing The Mayor (As The Department Head Of The Office Of The Mayor And City Commission, Pursuant To The City Charter) To Appoint A Designee; Providing That The Mayor's Designee Shall Also Serve As The City's Point Person/Contract Administrator For, Respectively, The City's State And Federal Legislative Consulting Services Agreements; Directing The City Attorney's Office To Prepare Any Amendments To The Agreements To Effectuate The Aforestated Transition, As Required; And Authorizing The Mayor And City Clerk To Execute Such Amendments.

(Sponsored by Mayor Philip Levine)

(Legislative Tracking: Office of the City Attorney)

(Memorandum & Resolution)

R5 - Ordinances

R5G An Ordinance Amending Chapter 2, Article 111, Of The Miami Beach City Code, Entitled "Agencies, Boards And Committees," Division 32, Entitled "Gay, Lesbian, Bisexual And Transgender (GLBT) Business Enhancement Committee," And Sections 2-190.144 Through 2-190.147 Thereto To Change The Name Of The Committee To The "LGBT Advisory Committee;" And Providing For Codification, Repealer, Severability, And An Effective Date. **First Reading**

(Sponsored by Commissioner Michael Grieco)

(Legislative Tracking: Office of the City Attorney)

(Ordinance)

R7 - Resolutions

R7Q A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A New Employment Agreement With City Manager Jimmy Morales For A Four (4) Year Term, Commencing On April 1, 2015, And Ending On March 31, 2019; Further, As Provided Under The City Manager's Current Employment Agreement, Approving The City Manager's One-Time, Non-Pensionable Performance Initiative, To Be Awarded On March 31, 2015.

(Office of the City Attorney)
(Memorandum & Resolution)

R9 - New Business and Commission Requests

R9G Discussion Regarding Traffic In North Beach.
(Requested by Commissioner Micky Steinberg)
(Memorandum)

R9J Discussion Regarding The Homeless, As Our Numbers Are Increasing Significantly.
(Requested by Commissioner Deede Weithorn)
(Memorandum)

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MIAMI BEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Mayor Philip Levine and Commissioners

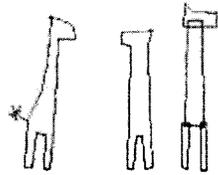
FROM: Michael Grieco, Commissioner 

DATE: March 11, 2015

SUBJECT: Referral to Sustainability & Resiliency Committee the "Woosh" Smart Water Stations Network Proposal

Please refer this item for discussion to the Sustainability & Resiliency Committee meeting for April 2015. Woosh, a possible sole source product, is a patented and licensed product from Israel, that provides purified and chilled drinking water at stations on public rights-of-way.

If you have any questions please contact Daniella Bonini at Ext 6457.



May 30, 2014

For whom it may concern,

Subject: Uniqueness of woosh water stations by Woosh® Water Systems Ltd.

1. General

I, the undersigned, was asked to examine the uniqueness of woosh's water system, in order to compare it to other urban water facilities and to examine its' uniqueness at the local and global landscape, consequently to allow to present it as a "unique supplier" within its field.

2. The Product

Woosh is an Israeli developed and manufactured innovative smart water station for water filling of bottles, including dispensing of high quality water, bacterial purification of bottles and an online computerized tracking service of water consumption at both the single station and total city deployed stations levels, in order to better manage the supply and for drawing conclusions for improved future management. These stations operate while constantly maintaining the water and keeping maximum reduction of water surplus.

The system is in fact based on deployment and end to end unique service for a city, including:

- Deployment of the water stations
- Stations' maintenance service
- Customer care service for end users
- Data systems service

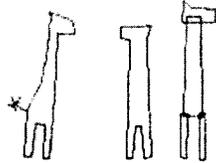
3. Patents – the system is protected with a strong IP, exclusive in the market

The uniqueness of woosh's patents is portrayed in a solution to the bacterial growth problem that takes place in the cooling tank, internal piping system, and the water outlet nozzle, common in different water dispensing systems in the market (especially common, but not only, in water systems using active carbon filtration). This problem damages the quality of water dispensed to consumers and might risk their health. Woosh's solution of internally purifying the system's components via the CIP (Clean In Place) system is exclusive to the woosh stations which consequently do not suffer from this sort of bacterial growth problem.

4. Comparison to similar products

a. Outdoor faucets

Diversified drinking facilities are installed in open urban spaces in Israeli cities. Considerable part of these facilities are constructed with concrete in order to guarantee robustness of the product itself. These faucets include a connection to the municipal water system and directly supply the water that runs in the system at



the surrounding temperature. The difference between the kinds of faucets is mainly in the design and in the added features such as a designated tap for dogs or improved accessibility for the disabled.

b. Outdoor chilled faucets

Recently, a new model of faucets was introduced which includes water cooling and an accessible bottle filling faucet. This model includes an electricity connection and a lightning feature. In fact this models are very similar to the standard stainless steel water cooler, with an adaption to withstand the outdoor environment.

c. Indoor Bottle filling devices

A few municipal authorities installed devices which allows filling of bottles (as opposed to the standard water coolers, which are uncomfortable for bottle filling). These devices do not include purification or cleansing features, nor are any consumption management tools and most of them are not suitable for outdoor usage.

Examining the different existing products in the local and global markets, we found that a lot of products provide solutions, in different levels, to regularly dispensing water. Some allow bottle filing while others chill the water.

Along with that, as much as we know and succeeded to trace and examine, water devices with similarity to the woosh system in terms of the health and municipal benefits, including self-sanitizing, cleaning and integration of other beneficial features- meaning- water purification at the water inlet and connectivity that allows remote monitoring- were not found.

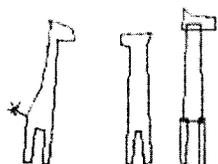
5. Public Value

The uniqueness of the woosh system and the benefit to the municipal authority and the public interest is portrayed in the fact that beyond the dispensing of chilled purified water, the system includes an online computerized remote monitoring and control system. The system is designated for maintenance requirements (reports of water pressure issues, intactness of the system, etc.) and for users' behavioral trends identification and analysis (overall usage reports, environmental effects). This sort of system allows the municipal authority to improve its provided service (public water) by drawing calculated conclusions of real time usage behaviors.

Furthermore, since the device includes communication, sensors, user interface and possible connectivity to the local water and energy providers, it can be potentially used for other purposes such as transforming the existing municipal water system to a smart one, locating pressure drops and leaks.

6. Benefits for Citizens

The benefit for the citizen (end user) is, allegedly, similar in other chilled water dispensing devices, but these other devices do not include bottle sanitation or quality control (to the dispensed water) features. Remote monitoring is also not included in other devices, nor a unique and friendly user interface. All of these features enhance the



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reliability of the system and encourage the citizens to drink water and to choose doing so by the filling of bottles as opposed to purchasing of bottled water or a sweetened beverage, which are more expensive and much less healthy. These features are exclusive to the woosh water stations. Additionally, the solution that woosh offers is wide deployment of stations offering a comprehensive solution for cities.

7. **Environmental Benefits**

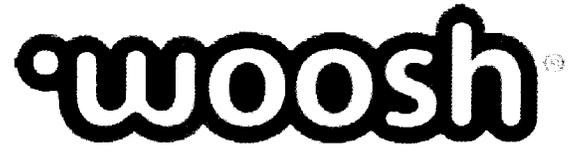
Reducing the use of plastic bottles reduces carbon emissions and the ecological footprint of the city. Another unique feature of the system is a display that shows the emissions reductions at the municipal level and on a personal level (each user identified using chip or code and thus the amount of times he or she filled bottle sign up and join the uses of the past). This measurable reduction could join other urban activities performed in other authorities pledged to reduce emissions such as the "15 cities forum" (in Israel). In addition, the station was designed for a minimum waste of water while using them, by designing the station for drinking water supply only. This is in contrast to the other common drinking fountains which are used for other purposes.

8. **Conclusion**

After all mentioned above, considering the distinguish uniqueness of the product in terms of innovation, water quality control and management, comparison to other products in the Israeli and global markets and the strong IP the systems holds, my recommendation is to acknowledge the system as a unique and exclusive product, which allows to recognize the company as a sole provider in the field of **smart urban water stations**.

Regards,

Rafi Reich, Architect



WOOSH® WATER SYSTEMS LTD.

Smart Water Stations Network

Project Layout- Miami Beach

February 2015



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Project Layout-

General Overview:

Woosh offer a new municipal service to the benefit of the citizens and visitors of the city of Miami Beach. Woosh aims to deploy and operate a network of Smart Water Stations across the city, on public areas. The network of stations will provide purified and chilled drinking water in a smart and fun way for people "on-the-go". The service is provided as an alternative to environmental-harmful plastic bottles at the fraction of the price.

Implementing the service is a strong statement by the city that it is actively promotes health, environmental, smart city and economical values for the benefit of its citizens.

The project will also create new job opportunities to local populations, as a local based company will be formed to run the operation.

This paper shows the structure of the project implementation in the city of Miami Beach. Joint discussions are required in the near future in order to adjust the proposed business model to fit the city's specific needs.

Service benefits to End-User (citizens and visitors)

- **Health** – Drinking water is healthy. Most people don't drink enough water during the day. Woosh encourages drinking **more water** in general and help make water as an attractive alternative to soft drinks
- **Environment** – eliminates the need to buy a new plastic bottle, encourage bottle refill. Simply by using woosh, people are effectively contributing to the environment without making a special effort. The station's eco-feedback interface shows users how many plastic bottles and carbon emissions they saved, thus providing them a positive eco-feedback and a feeling that they actively helped save the environment.
- **Cost reduction** – the cost of filling a bottle at Woosh stations is considerably lower than buying a bottle. The average price for a personal chilled water bottle (500 ml) in the United States is average 1.50\$ (more in Miami beach). Bottle filling (of an equivalent amount) from a woosh station is targeted to be approximately \$0.50 for visitors and \$0.35 for citizens. That is 70% saving for consuming drinking water.
- **Lifestyle** – woosh encourages outdoor activities by making it easy to refresh yourself with cold water during the activity "on the go" in a fun and friendly way.

Service benefits to Municipality (City of Miami Beach)

- Make drinking water accessible across the city. **Provide Cool refreshment** on a hot day, On-The-Go.
- **Reducing the carbon footprint** of the city and enabling carbon offset by reducing plastic waste.
 - Reduce waste collection **costs**
 - Keep the city streets, beach and ocean **clean from plastic** bottles waste
 - Educate and promote **environmental protection values** in the city
- An **innovative service** to city residents and visitors, branding the city as an innovative city.
 - Converting the water network into a smart network.
 - Align with the Smart City concept.
- Encouraging **outdoor activities** that help resident and visitors maintain a healthier lifestyle, and help fight obesity and other related diseases.
- Accurate measuring the usage of a municipal service enabling smart deployment decisions.

Station Features:

- Bottle Filling Feature - digital accurate water filling, suitable for any type of bottle or water vessel. The Woosh system is designed with fixed water quantities that match standard bottle sizes available in the market of up to 1000 ml. this feature is designed to preserve water and to assure the usage will be only for drinking water.
- Water treatment - the Woosh water station is first of its kind using a state of the art **CIP (Clean In Place)** purification system which offers a high quality of water and guarantees automatic quality and bacterial growth control 24/7. The CIP system is patented by woosh®
- Bottle Cleansing System – fast easy ozone based bottle cleaning and sanitizing unit. Reusing unclesed bottles creates an unpleasant smell form bacterial growth. Our bottle cleansing system solves this problem by providing a fast (about 15 seconds) ozone sanitizing treatment to customers’ personal bottles. This feature promotes the use of reusable bottles in order to eliminate excessive plastic bottle manufacture, usage and waste. The bottle cleansing system is patented by woosh®.

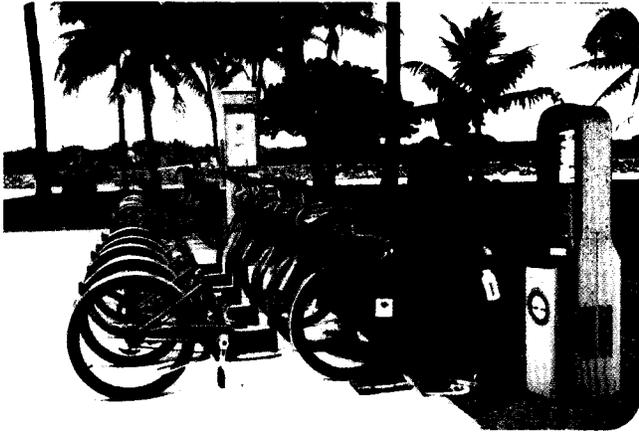
- Wi-Fi Enablement (optional) - the stations can function as a Wi-Fi zone for devices on 500 meters radius. Wi-Fi can be paid for or free (TBD).
- LCD Screen - the screen is designed to for other functions beyond operating the water station. Municipalities can use the screen as a **digital municipal message board** or as an advertisement platform. City can use the screen to better educate citizens on different city projects and programs. The LCD screen is 6mm thick anti-vandal glass with internal illumination for outdoor application.
- On line monitoring and remote control – Each station is remote controlled and operated from a central control room 24/7. The stations report their status, usage rates and other useful data. The stations will automatically shut down in any case of suspected problem with water quality, ensuring water safety at all time. Control room operator can remotely access each station for maintenance and customer service assistance at all times.
- Outdoor compatible – the stations are specifically designed for the challenges of the outdoor, including anti-vandal materials etc.
- Robust cooling system- in each station there is a unique cooling system that can provide chilled water even on massive usage and high volume of water.

Miami Beach – Installation scenarios illustrations

The stations will be deployed with a minimum interference to pedestrian traffic.

Possible locations will be:

1. Next to a Bike Share stand
2. Next to an existing street furniture on the sidewalk
3. By the beach board walk
4. Replacing the old telephone booth
5. High pedestrian traffic areas



Project Scope

General

- Woosh will establish a local based company – Woosh Miami Beach
- Woosh offer a two phase deployment phases-
 - Pilot phase – the first phase of deployment will consist of 20-30 stations under a pilot program. the deployment will be in a small geographic area in order to get a critical impact and to simulate a full scale deployment.
 - Scale up- based on a successful pilot phase, we expect a scale up of up to 120 stations.
- Woosh would provide an End To End solution: Station manufactory, deployment, operation, maintenance, customer service, control room. Woosh also supplies the back office support and maintenance service for the stations. The service will be hustle free to the municipality, as Woosh will take care of everything.
- Woosh will base its operation on the local work force, thus providing new job opportunities in several work fields:
 - Management
 - Marketing
 - Administration
 - Control room operators (IT, Dispatchers)
 - Customer service
 - technicians and technical team
- Woosh would share with the city any statistical data generated by the stations and periodical reports such as: number plastic bottles reduced, Co2 reduction, water usage. All on a city level while working according to the strictest privacy regulations.

Project layout

The City of Miami Beach and Woosh, will sign a MOU, in recognition of the mutual trust and benefits to be gained through a cooperative relationship, and approve the Woosh service and installation in The City of Miami Beach.

- The pilot phase will consist of 20-30 water stations across the city.
- The stations will be located on the streets, connected to municipal water and to the grid.



- Pilot time-frame of up to 18 months from launch. The stations will be permitted for at least 5 years if achieved success factor.
- People on the street will get to a station and refill their bottle with cold, purified water at any time.
- The end users will pay for the water a fraction of chilled bottled water price (final pricing will be determined prior to deployment, with estimations of ~\$0.5 per 500 ml fill for visitors and ~\$0.35 for citizens and service members).
 - Woosh will offer single use service (visitors) and membership program with substantial discount
 - Woosh would offer pre-paid RF cards to operate the stations
 - Woosh will cooperate with local hotels and businesses to promote the usage of the stations
 - Woosh will examine cross-platform usage with Citi Bike program, making the city's services connected.
- Woosh would be allowed to advertise on the station stand and digital screen.
- Woosh would be allowed to integrate sponsorship model (similar to Citi Bike)
- Woosh will be responsible for all operation aspects of the stations, Hustle-free to the city:
 - Woosh will establish a local team to clean the stations 2-3 times a week
 - Perform regular maintenance procedures
 - Troubleshooting, replacement parts
 - Control room operation
 - Customer service
- Woosh will be responsible for managing payments from end-users and customer service.



Structure of the proposal between the City and Woosh:

Estimated budget for the pilot phase

The pilot phase estimated investment budget for 18 months:

- Capital costs ~ \$1,200,000
- Operating costs ~ \$1,100,000
- **Total budget: ~2,300,000**

Optional Models

Woosh offer two optional models of the service. We can consider other alternatives as well – this models are the base for future discussions

Model A

In this proposed model, the city will assist the pilot project initial financing, and will be entitled to revenue share from project.

- Woosh will fund the operation, maintenance, data management of installations
- Woosh would bear the costs of electricity and water costs. We suggest deciding on a fix monthly price that would be paid per station.
- Woosh would fund the capital cost for the pilot phase
- Woosh would invest in total throughout the project, over \$5M
- The city will assist by allocating funds for the capital cost for the pilot phase on a loan basis. The loan should be funding 10 stations (~\$200,000 - Loan final amount to be decided by the city)
- City of Miami Beach logo on the stations.
- This loan would be paid back by Woosh to the city from the project's revenue over time.
 - The city will be paid 15% of the revenue until loan full amount is returned (estimated return time for \$200,000 loan on a 25 stations program: 14-18 months)
 - After loan fully returned, The city will be entitled for 3% of water sales revenue and 12% of advertisement throughout the project life
 - The revenue share funds can be invested by the city in environmental projects for the community
- Woosh will guarantee the loan return to the city, in case project is stopped by Woosh.

Note: *this model is only suggested. The city may assist in other ways (in-kind) such as – infrastructure, marketing promotion, water and electricity connections, installation of stations, permitting etc.*

Model B

The city will not assist in funding, and will not be entitled to full revenue share

- Project will be privately fund completely.
- Woosh will be responsible for all of project funding.
- Revenue share: The city will be entitled for 10% of advertising revenue.

Project Timeline and roadmap

- Our target is to have the project launched on July , 2015
- Woosh would break ground three (3) months form date of signing on an agreement with the city.

Action Items

Pre- deployment: Pilot phase

- Determine project team (Woosh and city's staff)
- Decide on stations locations for pilot phase
- Decide on future scale up locations
- Get all permits from the city for the deployment

Installation: Pilot phase

- Woosh will supply the stations
- Woosh will install the stations in each location
- City will provide water, electrical and drainage to each location
- Woosh will make all connections

Launch: Pilot phase

- After installation is completed, pilot project will be launched
- City will assist educating the citizens in regards to the project and its values and benefits.
- Woosh will take care of operation of stations network

Operation: Pilot phase

- Woosh will operate the service, no special requirement from the city.

Annex A: Proposed full scaled deployment locations

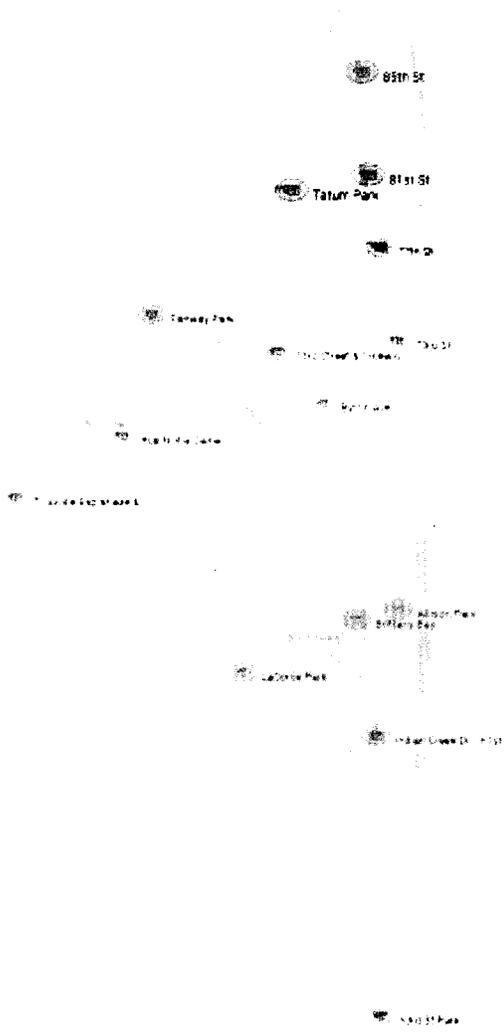
The city of Miami Beach full deployment potential is of ~120 stations.

During the 1st phase – the pilot phase, we recommend to install at least 20-30 stations to create enough volume of stations.

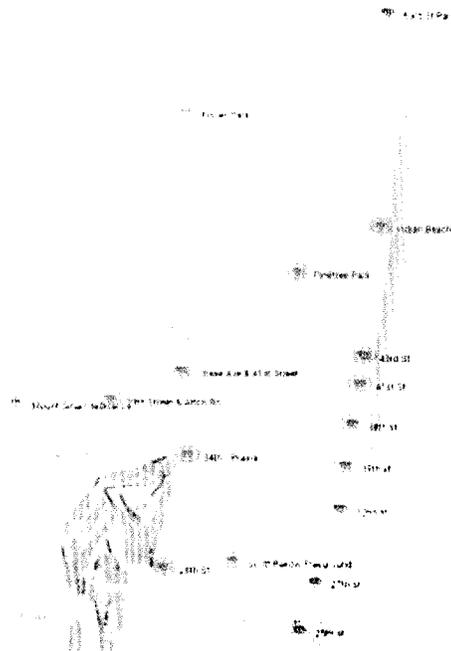
These proposed locations were chosen according, to woosh’s analysis of potential deployment locations to the City of Miami Beach.

Final locations to be determined are subjected to further discussions with the municipality.

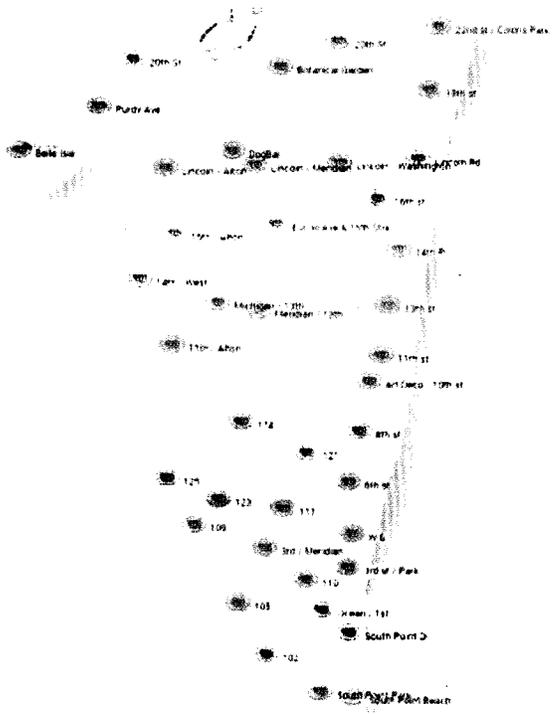
1st phase deployment is comprised of 25 stations - locations TBD.



Miami Beach
North



Miami Beach
South 1



Full deployment - ~120 stations across the city.

Miami Beach
South 2

- An interactive map can be found online in this link:
[Proposed woosh locations- Miami Beach](#)

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Condensed Title:

A Resolution Authorizing The City Manager or his designee to apply for and accept five (5) grants, and submit budget issue funding requests to the State Legislature.

Key Intended Outcome Supported:

1) and 6) Ensure comprehensive mobility addressing all modes throughout the City and ensure reliable stormwater management and resiliency against flooding by implementing select short and long-term solutions including addressing sea-level rise; 2) N/A; 3) Insist on Police Department accountability and skilled management/leadership; 4) N/A;

Supporting Data: Community Satisfaction Survey: 1) and 6) When asked how to improve the quality of life in Miami Beach "Improving traffic" was the number one solution; 2) 88% of businesses rated the City's emergency/hurricane preparedness as excellent/good; 3) 4) and 5) N/A

Item Summary/Recommendation:

Approve and authorize the City Manager or his designee to take the following actions: 1) Submit a grant application to Florida Department of Transportation for the Transportation Alternatives Program, in the approximate amount of \$1 Million for the Beachwalk II Project; and, retroactive approval for the following: 2) Submittal of a grant to Firehouse Subs, in the approximate amount of \$20,000, for Emergency Management equipment, 3) Submittal of a grant to the U.S. Department of Justice, Smart Policing Initiative Grant in the approximate amount of \$700,000, for a body worn camera demonstration project; 4) Submittal of a grant to Florida Department of Transportation, in the approximate amount of \$374,000, for Police Department's Highway Safety Program; 5) Submittal of a grant to Florida Office of the Attorney General, in the approximate amount of \$100,000, for Victim of Crime Act funding; and 6) Submittal of Budget Issue Requests to the State Legislature in the approximate amount of \$7 Million; approving and authorizing the appropriation of the above grants and funding requests, including any requisite matching funds and city expenses; and further authorizing the City Manager or his designee, to take all necessary steps and execute all necessary documents in connection with the aforesated grants and funding requests, including, without limitation, applications, grant and funding agreements, and audits.

Financial Information:

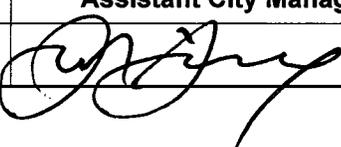
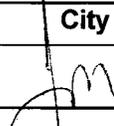
Source of Funds	#	Grant Name/Project	Approx. Award Amount	Approximate Match Amount/Source
	1	Florida Department of Transportation - Transportation Alternatives Prog/Beachwalk II	\$1,000,000	N/A
	2	Firehouse Subs/Emergency Management Equipment	\$20,000	N/A
	3	US Dept of Justice Smart Policing Initiative/ Body Worn Camera Demonstration Project	\$700,000	N/A
	4	Florida Department of Transportation Highway Safety/Highway Safety Program	\$374,000	N/A
	5	Florida Office of the Attorney General Victim of Crime Act (VOCA)/Salaries & Operating	\$100,000	\$25,000/ Police Department Operating Budget
	6	FY 2015/16 State Legislature Requests: Transportation and Stormwater Infrastructure	\$7,000,000	N/A

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Judy Hoanshelt, Grants Officer, Office of Budget and Performance Improvement

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

MIAMI BEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: March 11, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE THE FOLLOWING ACTIONS: 1) SUBMIT A GRANT APPLICATION TO FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM, IN THE APPROXIMATE AMOUNT OF \$1 MILLION, FOR THE BEACHWALK II PROJECT; AND RETROACTIVE APPROVAL OF THE FOLLOWING ACTIONS: 2) SUBMITTAL OF A GRANT APPLICATION TO FIREHOUSE SUBS, IN THE APPROXIMATE AMOUNT OF \$20,000, FOR EMERGENCY MANAGEMENT EQUIPMENT; 3) SUBMITTAL OF A GRANT APPLICATION TO THE US DEPARTMENT OF JUSTICE, SMART POLICING INITIATIVE GRANT, IN THE APPROXIMATE AMOUNT OF \$700,000; 4) SUBMITTAL OF A GRANT APPLICATION TO FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE POLICE DEPARTMENT'S HIGHWAY SAFETY PROGRAM, IN THE APPROXIMATE AMOUNT OF \$374,000; 5) SUBMITTAL OF A GRANT APPLICATION TO THE FLORIDA OFFICE OF THE ATTORNEY GENERAL, IN THE APPROXIMATE AMOUNT OF \$100,000, FOR VICTIM OF CRIME ACT THE FLORIDA (VOCA) FUNDING; AND, 6) SUBMITTAL OF FISCAL YEAR 2015/16 BUDGET ISSUE REQUESTS TO THE STATE LEGISLATURE; APPROVING AND AUTHORIZING THE APPROPRIATION OF THE ABOVE GRANTS AND FUNDING REQUESTS, INCLUDING ANY REQUISITE MATCHING FUNDS AND CITY EXPENSES; AND FURTHER AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO TAKE ALL NECESSARY STEPS AND TO EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE AFORESTATED GRANTS AND FUNDING REQUESTS, INCLUDING, WITHOUT LIMITATION, APPLICATIONS, GRANT AND FUNDING AGREEMENTS, AND AUDITS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

1. Approval to submit an application to Florida Department of Transportation (FDOT), Transportation Alternatives Program, in the approximate amount of \$1 million for the Beachwalk II Project

The Transportation Alternatives Program (TAP) is an element of the Federal Highway Administration's Surface Transportation Program and primarily funds projects for non-motorized transportation. The TAP program replaces the previous Transportation Enhancements Program and can fund the following types of transportation projects: construction of on-road and off-road facilities for pedestrians and bicyclists; historic preservation and rehabilitation of historic transportation facilities; and vegetation management practices, etc. The program does not require matching funds; however, any funding that the city contributes to the project will make the application more competitive.

The Administration intends to apply for construction funding for Beachwalk II, which runs from 3rd to 5th Street adjacent to the dunes. The project is currently in the process of design. This project supports the key intended outcome ensure comprehensive mobility addressing all modes throughout the City.

2. Retroactive approval to submit an application to the Firehouse Subs, in the approximate amount of \$20,000, for Emergency Management Equipment.

The Firehouse Subs Public Safety Foundation is dedicated to improving the life-saving capabilities of first responders and public safety organizations in communities served by Firehouse Subs by providing funding, resources and support. The funding request, in the amount of \$20,000 is for emergency equipment, training systems, community emergency response team kits, and Automated External Defibrillators (AEDS). This equipment is necessary for the many incidents where citizens who have CERT training and life-saving equipment have a positive impact, whether providing immediate help until first responders arrive or supporting personnel during a hazardous situation. This grant does not require matching funds.

3. Retroactive approval to submit an application to the United States Department of Justice, in the approximate amount of \$700,000, for the Smart Policing Initiative, for a Body Worn Camera Demonstration Project

The Smart Policing Initiative Program assists state and local jurisdictions in reducing crime and improving the functioning of the criminal justice system, specifically through support for evidence-based policing. The program seeks applications from agencies interested in using body worn cameras (BWCs) as a key component of a problem-solving strategy to enhance public and officer safety and improve policing practices through increased transparency, accountability, and legitimacy. Of particular interest to the Department of Justice are projects that examine the impact of the implementation of body worn cameras on citizen complaints, the process and outcome of internal investigations, privacy issues, and community relationships. In recent years, there has been a widespread approach by police departments countrywide to procure and implement body worn cameras. However, despite great promise, the practice overwhelmingly exceeds the evidence-base on the effectiveness of these devices. BWCs are one of the most sought after technological solutions in the world. Yet the research evidence on their value in terms of sharing the data they generate is severely lacking.

The project will simultaneously focus on the fidelity of the implementation of BWCs and on the demonstration of the effectiveness and cost-effectiveness of sharing BWCs data across the criminal justice system stakeholders. It focuses on the ability to effectively share information and collaborate across criminal justice organizations with particular attention to new methods that fundamentally change the way through which criminal justice system stakeholders (law enforcement agencies, prosecutors, public defenders, private attorneys, courts, and local governments) collaborate, specifically in the preparation of court cases using digital evidence. The Miami Beach Police Department and the Administration will partner with the Dr. Barak Ariel, University of Cambridge, England. Other stakeholders may include the State Attorney; Courts; Public Defender; Clerk of Courts. This project supports the key intended outcome insist on Police Department accountability and skilled management/leadership.

4. Retroactive approval to submit an application to Florida Department of Transportation, in the approximate amount of \$374,000, for Police Department's Highway Safety Program

The Florida Department of Transportation Safety Office (FDOT) funds grants that address traffic safety priority areas that include community traffic safety outreach, distracted driving, impaired driving teen driver safety and other priority areas.

The grant will increase existing efforts regarding impaired driving; funds would not supplant current funding, but would add to the existing program. The Florida Strategic Highway Safety Plan continues to emphasize impaired driving as a "Continuing Priority" with ongoing high-visibility enforcement campaigns to reduce impaired driving as the primary action. According to Highway Safety Matrix, Miami Beach ranks 6th out of 31 cities in impaired driver related cases.

Accordingly, the application is for funding in the amount of \$149,000 for salaries (overtime) for personnel on the DUI Enforcement Program. The Miami Beach Police Department's Overtime DUI Enforcement Program will include publicized sobriety checkpoint programs and mass media campaigns. Currently, the Police Department performs six DUI saturations per year and operates one DUI checkpoint per year. This grant will allow the Police Department to perform 18 additional DUI saturations and operate seven additional DUI checkpoints per year. This program will be in addition (supplemental) to our existing program.

5. Retroactive approval to submit an application to the Florida Office of the Attorney General, in the approximate amount of \$100,000, for Victim of Crime Act (VOCA) funding.

The Office of the Attorney General provides Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice to support the provision of services to victims of crime. The Administration receives these funds annually, and plans to apply for continued funding in the approximate amount of \$100,000 for of the Police Department's Victim Advocate Program. Funds have been requested for salary and operating costs. The Police Department will provide the required matching funds in the approximate amount of \$25,000 from the Police Department's operating budget.

6. Retroactive approval to submit Fiscal Year 2015/16 Budget Issue Requests to the State Legislature, in the approximate amount of \$7 Million.

The Administration is submitting requests for funding to the State legislature. Projects include the city's priorities of transportation and stormwater infrastructure improvement. Matching funds are not required but are encouraged. This project supports the key intended outcomes to ensure comprehensive mobility addressing all modes throughout the City and ensure reliable stormwater management and resiliency against flooding by implementing select short and long-term solutions including addressing sea-level rise.

CONCLUSION

A Resolution of the Mayor and City Commission of the City Of Miami Beach, Florida, approving and authorizing the City Manager or his designee to take the following actions: 1) Submit a grant application to Florida Department of Transportation for the Transportation Alternatives Program, in the approximate amount of \$1 million, for the Beachwalk II project; and retroactive approval for the following: 2) Submittal of a grant application to Firehouse Subs, in the approximate amount of \$20,000, for emergency management equipment; 3) Submittal of a grant application to the US Department of Justice, in the approximate amount of \$700,000, for the Smart Policing Initiative grant; 4) Submittal of a grant application to Florida Department of Transportation, for the Police Department's Highway Safety Program, in the approximate amount of \$374,000; 5) Submittal of a grant application to the Florida Office of the Attorney General, in the approximate amount of \$100,000, for Victim of Crime Act (VOCA) funding; and, retroactively, 6) Submittal of fiscal year 2015/16 budget issue requests to the state legislature; approving and authorizing the appropriation of the above grants and funding requests, including any requisite matching funds and city expenses; and further authorizing the City Manager, or his designee, to take all necessary steps and to execute all necessary documents in connection with the aforesaid grants and funding requests, including, without limitation, applications, grant and funding agreements, and audits.

JLM/JW/JMH
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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE THE FOLLOWING ACTIONS: 1) SUBMIT A GRANT APPLICATION TO FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM, IN THE APPROXIMATE AMOUNT OF \$1 MILLION, FOR THE BEACHWALK II PROJECT; AND RETROACTIVE APPROVAL OF THE FOLLOWING: 2) SUBMITTAL OF A GRANT APPLICATION TO FIREHOUSE SUBS, IN THE APPROXIMATE AMOUNT OF \$20,000, FOR EMERGENCY MANAGEMENT EQUIPMENT; 3) SUBMITTAL OF A GRANT APPLICATION TO THE US DEPARTMENT OF JUSTICE, SMART POLICING INITIATIVE GRANT, IN THE APPROXIMATE AMOUNT OF \$700,000; 4) SUBMITTAL OF A GRANT APPLICATION TO FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE POLICE DEPARTMENT'S HIGHWAY SAFETY PROGRAM, IN THE APPROXIMATE AMOUNT OF \$374,000; 5) SUBMITTAL OF A GRANT APPLICATION TO THE FLORIDA OFFICE OF THE ATTORNEY GENERAL, IN THE APPROXIMATE AMOUNT OF \$100,000, FOR VICTIM OF CRIME ACT THE FLORIDA (VOCA) FUNDING; AND, 6) SUBMITTAL OF FISCAL YEAR 2015/16 BUDGET ISSUE REQUESTS TO THE STATE LEGISLATURE; APPROVING AND AUTHORIZING THE APPROPRIATION OF THE ABOVE GRANTS AND FUNDING REQUESTS, INCLUDING ANY REQUISITE MATCHING FUNDS AND CITY EXPENSES; AND FURTHER AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO TAKE ALL NECESSARY STEPS AND TO EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE AFORESTATED GRANTS AND FUNDING REQUESTS, INCLUDING, WITHOUT LIMITATION, APPLICATIONS, GRANT AND FUNDING AGREEMENTS, AND AUDITS.

WHEREAS, the City Administration requests approval to submit an application to Florida Department of Transportation, in the approximate amount of \$1,000,000, for the Transportation Alternatives Program, the details of which are as follows:

- The Transportation Alternatives Program (TAP) is an element of the Federal Highway Administration's Surface Transportation Program and primarily funds projects for non-motorized transportation.
- The TAP program replaces the previous Transportation Enhancements Program and can fund the following types of transportation projects: construction of on-road and off-road facilities for pedestrians and bicyclists; historic preservation and rehabilitation of historic transportation facilities; and vegetation management practices, etc.
- The program does not require matching funds; however, any funding that the city contributes to the project will make the application more competitive.
- The Administration is applying for construction funding for Beachwalk II.
- This project supports the key intended outcome ensure comprehensive mobility addressing all modes throughout the City

WHEREAS, the City Administration requests retroactive approval to submit an application to the Firehouse Subs, in the approximate amount of \$20,000, for Emergency Management Equipment, the details of which are as follows:

- The Firehouse Subs Public Safety Foundation is dedicated to improving the life-saving capabilities of first responders and public safety organizations in communities served by Firehouse Subs by providing funding, resources and support.
- The Administration has applied for funding in the amount of \$20,000 for emergency equipment, training systems, community emergency response team kits, and Automated External Defibrillators (AEDS) through the City's Emergency Management Department.
- This equipment is necessary for the many incidents where citizens who have CERT training and life-saving equipment have a positive impact, whether providing immediate help until first responders arrive or supporting personnel during a hazardous situation.
- This grant does not require matching funds; and

WHEREAS, the City Administration requests retroactive approval to submit an application to the United States Department of Justice, in the approximate amount of \$700,000, for the Smart Policing Initiative Fiscal Year 2015 Competitive Grant, the details of which are as follows:

- The Smart Policing Initiative Program assists state and local jurisdictions in reducing crime and improving the functioning of the criminal justice system, specifically through support for evidence-based policing; and
- Of particular interest to the Department of Justice are projects that examine the impact of the implementation of body worn cameras (BWCs) on citizen complaints, the process and outcome of internal investigations, privacy issues, and community relationships; and
- The Administration has proposed a project, which will simultaneously focus on the fidelity of the implementation of BWCs and on the demonstration of the effectiveness and cost-effectiveness of sharing BWCs data across the criminal justice system stakeholders; and
- The grant does not require matching funds; and

WHEREAS, the City Administration requests retroactive approval to submit an application to Florida Department of Transportation, in the approximate amount of \$374,000, for Police Department's Overtime DUI Program, the details of which are as follows:

- Impaired driving is a serious problem in Florida. The Florida Strategic Highway Safety Plan continues to emphasize impaired driving as a "Continuing Priority" with ongoing high-visibility enforcement campaigns to reduce impaired driving as the primary action; and
- According to Highway Safety Matrix, Miami Beach ranks 6th out of 31 cities in impaired driver related cases; and

- Funding is requested to fund the Miami Beach Police Department's Overtime DUI Enforcement Program, in the amount of \$149,000 for overtime and other expenses.
- The Miami Beach Police Department's Overtime DUI Enforcement Program will be implemented using countermeasures that work as detailed in the National Highway Traffic Safety Administration's "Counter Measures that Work: A Highway Safety Countermeasure Guide for Safety Highway Safety Offices"; and
- These will include publicized sobriety Checkpoint programs and Mass Media Campaigns. Currently, the Police Department performs six (6) DUI saturations per year and operates one (1) DUI checkpoint per year; and
- This grant will allow the Police Department to perform 18 additional DUI saturations and operate seven (7) additional DUI checkpoints per year. This program will be in addition (supplemental) to our existing program; and
- This grant does not require matching funds; and

WHEREAS, the City Administration requests retroactive approval to submit an application to the Florida Office of the Attorney General, in the approximate amount of \$100,000, for Victim of Crime Act (VOCA) funding, the details of which are as follows:

- The Office of the Attorney General provides Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice to support the provision of services to victims of crime; and
- The Administration plans to apply for funding in the approximate amount of \$100,000 for the Police Department's Victim Advocate Program; and
- The Police Department will provide the required matching funds in the approximate amount of \$25,000 from the Police Department's operating budget; and
- This project supports the key intended outcome to maintain crime rates at or below national trends; and

WHEREAS, the City Administration requests retroactive approval to submit Fiscal Year 2015/16 budget issue requests to the state legislature, the details of which are as follows:

- Projects include the city's priorities such as transportation and stormwater infrastructure improvements; and
- Matching funds are not required; and

WHEREAS, the grant and funding requests set forth herein would benefit the health, safety, and welfare of the City and its residents.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission hereby approve and authorize the City Manager, or his designee, to take the following actions: 1) Submit a grant application to Florida Department of Transportation for the Transportation Alternatives Program, in the approximate amount of \$1 million, for the Beachwalk II project; and retroactive approval for the following: 2) Submittal of a grant application to Firehouse Subs, in the approximate amount of \$20,000, for emergency management equipment; 3) Submittal of a grant application to the US Department of Justice, in the approximate amount of \$700,000, for the Smart Policing Initiative grant; 4) Submittal of a grant application to Florida Department of Transportation, for the Police Department's Highway Safety Program, in the approximate amount of \$374,000; 5) Submittal of a grant application to the Florida Office of the Attorney General, in the approximate amount of \$100,000, for Victim of Crime Act (VOCA) funding; and, 6) Submittal of fiscal year 2015/16 budget issue requests to the state legislature; approving and authorizing the appropriation of the above grants and funding requests, including any requisite matching funds and city expenses; and further authorizing the City Manager, or his designee, to take all necessary steps and to execute all necessary documents in connection with the aforesaid grants and funding requests, including, without limitation, applications, grant and funding agreements, and audits.

PASSED and ADOPTED this _____ day of _____, 2015.

Philip Levine, Mayor

ATTEST:

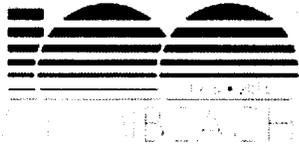
Rafael E. Granado, City Clerk

JLM/JW/JMH
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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

Paul Ortiz 3-5-15
City Attorney Date

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OFFICE OF THE CITY ATTORNEY
RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO: Mayor Philip Levine
Members of the City Commission
Jimmy Morales, City Manager

FROM: Raul J. Aguila, City Attorney 

DATE: March 11, 2015

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, TRANSFERRING THE OVERSIGHT AND MANAGEMENT OF THE CITY'S LEGISLATIVE PRIORITIES CONCERNING COUNTY, STATE, AND FEDERAL LEGISLATION AND GOVERNMENTAL AFFAIRS FROM THE CITY MANAGER'S OFFICE TO THE OFFICE OF THE MAYOR AND CITY COMMISSION; AUTHORIZING THE MAYOR (AS THE DEPARTMENT HEAD OF THE OFFICE OF THE MAYOR AND CITY COMMISSION, PURSUANT TO THE CITY CHARTER) TO APPOINT A DESIGNEE; PROVIDING THAT THE MAYOR'S DESIGNEE SHALL ALSO SERVE AS THE CITY'S POINT PERSON/CONTRACT ADMINISTRATOR FOR, RESPECTIVELY, THE CITY'S STATE AND FEDERAL LEGISLATIVE CONSULTING SERVICES AGREEMENTS; DIRECTING THE CITY ATTORNEY'S OFFICE TO PREPARE ANY AMENDMENTS TO THE AGREEMENTS TO EFFECTUATE THE AFORESTATED TRANSITION, AS REQUIRED; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SUCH AMENDMENTS.

Pursuant to the request of Mayor Philip Levine, the attached Resolution is submitted for consideration by the City Commission. The Resolution transfers the oversight and management of the City's legislative priorities concerning County, State, and Federal legislation and governmental affairs from the City Manager's Office to the Office of the Mayor and City Commission; authorizes the Mayor (as the department head of the Office of the Mayor and City Commission, pursuant to the City Charter) to appoint a designee; provides that the Mayor's designee shall also serve as the City's point person/contract administrator for, respectively, the City's State and Federal legislative consulting services agreements (collectively, the "Agreements"); directs the City Attorney's Office to prepare any amendments to the Agreements to effectuate the aforestated transition, as required; and authorizes the Mayor and City Clerk to execute such amendments.

RJA/NK/sc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, TRANSFERRING THE OVERSIGHT AND MANAGEMENT OF THE CITY'S LEGISLATIVE PRIORITIES CONCERNING COUNTY, STATE, AND FEDERAL LEGISLATION AND GOVERNMENTAL AFFAIRS FROM THE CITY MANAGER'S OFFICE TO THE OFFICE OF THE MAYOR AND CITY COMMISSION; AUTHORIZING THE MAYOR (AS THE DEPARTMENT HEAD OF THE OFFICE OF THE MAYOR AND CITY COMMISSION, PURSUANT TO THE CITY CHARTER) TO APPOINT A DESIGNEE; PROVIDING THAT THE MAYOR'S DESIGNEE SHALL ALSO SERVE AS THE CITY'S POINT PERSON/CONTRACT ADMINISTRATOR FOR, RESPECTIVELY, THE CITY'S STATE AND FEDERAL LEGISLATIVE CONSULTING SERVICES AGREEMENTS; DIRECTING THE CITY ATTORNEY'S OFFICE TO PREPARE ANY AMENDMENTS TO THE AGREEMENTS TO EFFECTUATE THE AFORESTATED TRANSITION, AS REQUIRED; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SUCH AMENDMENTS.

WHEREAS, each year, the Mayor and City Commission determine the City's funding and legislative priorities concerning County, State, and Federal legislation; and

WHEREAS, the City currently contracts with Corcoran & Associates, Inc. and Southern Strategy Group, Inc., for legislative consulting services concerning State legislation; and

WHEREAS, the City also contracts with MWW Group for legislative consulting services concerning Federal legislation (collectively, the City's legislative consulting services agreements with, respectively, Corcoran & Associates, Inc. and Southern Strategy Group, Inc., and MWW Group are referred to as the "Agreements"); and

WHEREAS, the oversight and management of the City's legislative priorities concerning County, State, and Federal legislation and the City's governmental affairs, including the contract administration of the Agreements, is presently handled by a senior Administrative staff member designated by the City Manager; and

WHEREAS, based on the powers vested in the Mayor and City Commission by the City Charter, which include, without limitation, the Commission's authority to determine and adopt the City's legislative priorities, it would serve the interest of efficiency to transfer the oversight and management of the City's legislative priorities and governmental affairs, including the contract administration of the Agreements, from the City Manager's Office to the Office of the Mayor and City Commission; and

WHEREAS, the City Attorney's Office has reviewed the legality of the transition authorized by this Resolution and has opined that it is not inconsistent with Section 2.03 of the City Charter, entitled "Powers of the City Commission," which, in pertinent part, states that the City Commission "shall have power to do and perform all things necessary for the government of the City not inconsistent with the constitution of the State of Florida, the Constitution and laws of the United States, and the terms and provisions of this Charter"; and

WHEREAS, notwithstanding the transition of the oversight and supervision of the City's legislative priorities to the Office of the Mayor and City Commission, the Mayor's designee shall coordinate and work with the City Manager's Office, City Attorney's Office, and such other City personnel as may be required, to assist in the implementation of the City's legislative priorities.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the oversight and management of the City's legislative priorities concerning County, State, and Federal legislation and governmental affairs are hereby transferred from the City Manager's Office to the Office of the Mayor and City Commission; the Mayor (as the department head of the Office of the Mayor and City Commission, pursuant to the City Charter) is authorized to appoint a designee; the Mayor's designee shall serve as the City's point person/contract administrator for the Agreements; the City Attorney's Office is directed to prepare any amendments to the Agreements to effectuate the aforesated transition, as required; and the Mayor and City Clerk are authorized to execute such amendments.

PASSED and **ADOPTED** this ____ day of _____, 2015.

ATTEST:

Philip Levine
Mayor

Rafael E. Granado
City Clerk

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature]
City Attorney

3/5/15
Date

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ORDINANCE NO.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2, ARTICLE 111, OF THE MIAMI BEACH CITY CODE, ENTITLED "AGENCIES, BOARDS AND COMMITTEES," DIVISION 32, ENTITLED "GAY, LESBIAN, BISEXUAL AND TRANSGENDER (GLBT) BUSINESS ENHANCEMENT COMMITTEE," AND SECTIONS 2-190.144 THROUGH 2-190.147 THERETO TO CHANGE THE NAME OF THE COMMITTEE TO THE "LGBT ADVISORY COMMITTEE;" AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the GLBT Business Enhancement Committee serves many important functions related to the lesbian, gay, bisexual, and transgender community in the City of Miami Beach; and

WHEREAS, at its regular meeting in February 2015, the Committee passed a motion requesting that the Mayor and City Commission change the name of the Committee to "LGBT Advisory Committee."

NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AS FOLLOWS:

SECTION 1. That Chapter 2, Article III, of the Miami Beach City Code, Division 32 thereof, and Sections 2-190.144 through 2-190.147 thereto, is hereby amended as follows:

* * *

DIVISION 32, ~~GAY LESBIAN, BISEXUAL AND TRANSGENDER (GLBT)~~ (LGBT) ADVISORY COMMITTEE BUSINESS ENHANCEMENT COMMITTEE

SECTION 2-190.144. Committee Purpose.

The purpose of the ~~GLBT Business Enhancement~~ LGBT Advisory Committee is to provide guidance and advice to the City Commission and the City Manager with recommendations on initiatives to be implemented and supported by the City regarding a variety of issues to ensure the welfare and future of the Miami Beach ~~GLBT~~ LGBT Community.

SECTION 2-190-145. Powers and Duties.

The Committee shall make advisory recommendations to the City Commission and the City Manager on initiatives to be implemented and supported by the City regarding a variety of issues to ensure the well being and quality of life of the Miami Beach ~~GLBT~~ LGBT Community.

Agenda Item RS6
Date 3-11-15

SECTION 2-190-146. Composition.

The Committee shall consist of fifteen (15) voting members, with three (3) members to be directly appointed by the Mayor, and two (2) members to be directly appointed by each City Commissioner. Notwithstanding the preceding sentence, the initial membership of the Committee shall be comprised of those current members of the Mayor's Gay Business Development Committee, choosing to serve on the Committee, with any additional members (as required to complete the total number of members of the Committee) to be appointed at large by a majority vote of the City Commission.

SECTION 2-190-147. Supporting Departments.

The Office of the City Manager will provide staff support for the Committee. The City Attorney's Office shall serve as legal counsel to the Committee.

* * *

SECTION 2. REPEALER

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY

If any section, subsection, clause or provision of this Ordinance is held invalid; the remainder shall not be affected by such invalidity.

SECTION 4. EFFECTIVE DATE

This Ordinance shall take effect ten days following adoption.

PASSED and ADOPTED this _____ day of _____, 2015.

ATTEST:

Philip Levine, Mayor

Rafael E. Granado, City Clerk

First Reading:
Second Reading:

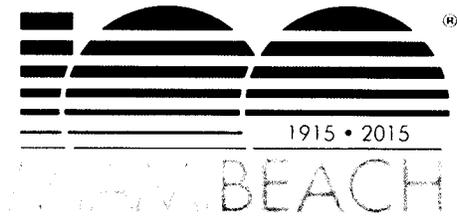
Underline denotes additions
~~Strikethrough~~ denotes deletions

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney
3-15-15

Date

[Sponsored by Commissioner Grieco]



OFFICE OF THE CITY ATTORNEY
RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jonah Wolfson, City Commissioner 

CC: Jimmy L. Morales, City Manager

DATE: March 4, 2015

SUBJECT: City Manager's New Employment Agreement

As directed by the City Commission, I met with the City Manager on various occasions regarding the negotiation of his new employment agreement. Following conclusion of our negotiations, on March 2, 2015, I presented the Finance and Citywide Projects Committee with a term sheet (attached as Exhibit "A" hereto) outlining the business terms of the Manager's proposed contract. The term sheet was approved by the Committee with the recommendation that the final employment agreement be prepared by the City Attorney and be presented to the City Commission for consideration. Except for the business terms contained in the attached term sheet, all other terms and conditions remain unchanged from those included in the Manager's current agreement.

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 A NEW EMPLOYMENT AGREEMENT WITH CITY MANAGER JIMMY MORALES FOR A FOUR (4) YEAR TERM, COMMENCING ON APRIL 1, 2015, AND ENDING ON MARCH 31, 2019; AND FURTHER, AS PROVIDED UNDER THE CITY MANAGER'S CURRENT EMPLOYMENT AGREEMENT, APPROVING THE CITY MANAGER'S ONE-TIME, NON-PENSIONABLE PERFORMANCE INITIATIVE BONUS, TO BE AWARDED ON MARCH 31, 2015.

WHEREAS, on March 13, 2013, the Mayor and City Commission appointed Jimmy Morales as City Manager of the City of Miami Beach (City), to be effective on April 1, 2013; and

WHEREAS, on April 17, 2013, the Mayor and City Commission approved Resolution No. 2013-28184, approving and authorizing the Mayor and City Clerk to execute an employment agreement with Mr. Morales, for a term of two (2) years, commencing retroactively on April 1, 2013, and ending on March 31, 2015; and

WHEREAS, the Mayor and City Commission desire to continue to retain Mr. Morales as City Manager and, accordingly, on December 17, 2014, referred the matter of negotiating and entering into a new employment agreement with City Manager Morales to the Finance and Citywide Projects Committee (FCWPC), for further discussion; and

WHEREAS, the City Commission also appointed Commissioner Jonah Wolfson to serve as its designee in negotiating the terms and conditions of a new employment agreement with the City Manager; and

WHEREAS, the City Manager's proposed agreement was discussed by the FCWPC on, respectively, January 7, 2015; February 24, 2015; and March 2, 2015; and

WHEREAS, at the March 2, 2015 FCWPC, Commissioner Wolfson presented a term sheet, attached as Exhibit "A" hereto, outlining the negotiated business terms of the Manager's new employment agreement (with all other terms and conditions to remain unchanged from those set forth in the Manager's current employment agreement); and

WHEREAS, following Commissioner Wolfson's presentation, and having considered the new business terms, the FCWPC recommended that the City Commission approve the new employment agreement with the Manager; and

WHEREAS, the City Manager's new employment agreement (the Agreement), has been drafted by the City Attorney based upon the negotiated business terms and is attached as Exhibit "B" hereto; except for the new business terms all other terms and conditions of the Agreement remain unchanged from the terms and conditions contained in the Manager's current agreement; and

WHEREAS, at its regular meeting on March 11, 2015, the City Commission held a Committee of the Whole Meeting and, following discussion at such meeting, approved the Agreement; and

WHEREAS, as provided under the City Manager's current employment agreement, the City Commission also conducted a review and evaluation of the City Manager's performance; following which, the City Commission approved a one-time, non-pensionable, Performance Incentive bonus for the Manager, in the amount of \$25,500, to be awarded to the Manager on March 31, 2015.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute a new Employment Agreement with City Manager Jimmy Morales for a four (4) year term, commencing on April 1, 2015, and ending on March 31, 2019; and further, as provided under the City's Manager's current employment agreement, approve the City's Manger's one-time, non-pensionable Performance Initiative bonus, in the amount set forth in this Resolution, to be awarded on March 31, 2015.

PASSED and ADOPTED this ____ day of _____, 2015.

ATTEST:

Rafael E. Granado, City Clerk

Philip Levine
Mayor

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

 3/4/15
City Attorney Date



MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSIONER

MEMORANDUM

To: Patricia Walker,

From: Jonah Wolfson, Commissioner

Date: February 24, 2015

Re: **Finance & Citywide Projects Committee Agenda Discussion Item**

Please place on the March 2, 2015, Finance Committee Agenda the following issue for discussion:

A discussion regarding the terms for the renewal of the City Manager Jimmy Morales's employment contract.

JW

Exhibit "A"

1 of 2 pages

City Manager Contract Term Sheet

- Duration:** 4 year term at \$262,650.00 annual salary
- Bonus:** 10% (\$25,500.00) one-time non-pensionable to be awarded on March 31, 2015
- COLA increase:** 3% one-time increase on salary to \$262,650.00.
- 457 Funding:** Increase city contribution from \$3,900.00 to \$24,000.00 for term of contract.

Exhibit "A"

2 of 2 pages

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is entered into this ___ day of ____, 2015, by, and between JIMMY L. MORALES (“Morales”) and the CITY OF MIAMI BEACH, FLORIDA (the “City”) (collectively, the “Parties”).

WHEREAS, on March 13, 2013, the Mayor and City Commission appointed Jimmy Morales as City Manager of the City of Miami Beach (City), to be effective on April 1, 2013; and

WHEREAS, on April 17, 2013, the Mayor and City Commission approved Resolution No. 2013-28184, approving and authorizing the Mayor and City Clerk to execute an employment agreement with Mr. Morales, for a term of two (2) years, commencing retroactively on April 1, 2013, and ending on March 31, 2015; and

WHEREAS, the City, acting by and through its City Commission, desires to continue to employ Morales as its City Manager on the terms and conditions set forth in this Agreement, and Morales desires to continue to be employed as City Manager on those same terms and conditions;

NOW, THEREFORE, the Parties agree as follows:

1. Recitations. Parties agree that the recitations above are true and correct and are incorporated as if fully set forth here.

2. Employment. The City agrees to employ Morales as its City Manager and Morales agrees to be so employed. Morales will devote his full working time to his duties as City Manager and will not accept or perform any other employment, paid or unpaid, while he is employed as City Manager except as expressly set forth herein or expressly agreed to by the City Commission by resolution and modification of this Agreement according to its terms. However, nothing in this Agreement shall prohibit Morales from occasional other work, such as teaching, writing, community activities, pro bono work, or civic or charitable activities as is appropriate to this position of City Manager, provided, however, that such work shall not interfere with Morales’ duties as City Manager and shall not in any way reflect unfavorably on the City. Morales shall at all times apply his best efforts to the performance of his duties as City Manager.

3. Employment At Will. Morales is employed at will and serves at the pleasure of the City Commission. This Agreement and his employment may be terminated by the City Commission at any time and for any reason or for no reason, subject only to the express Termination provisions of this Agreement.

4. Duties. Morales will perform the duties of the office of City Manager as set forth in the Charter of the City of Miami Beach, Florida, and in the Code of the City of Miami Beach, Florida, and all such duties customary and appropriate to this position of City Manager and such other appropriate duties as may be assigned by the City Commission or its designee from time to time.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into this ___ day of ____, 2015, by, and between JIMMY L. MORALES ("Morales") and the CITY OF MIAMI BEACH, FLORIDA (the "City") (collectively, the "Parties").

WHEREAS, on March 13, 2013, the Mayor and City Commission appointed Jimmy Morales as City Manager of the City of Miami Beach (City), to be effective on April 1, 2013; and

WHEREAS, on April 17, 2013, the Mayor and City Commission approved Resolution No. 2013-28184, approving and authorizing the Mayor and City Clerk to execute an employment agreement with Mr. Morales, for a term of two (2) years, commencing retroactively on April 1, 2013, and ending on March 31, 2015; and

WHEREAS, the City, acting by and through its City Commission, desires to continue to employ Morales as its City Manager on the terms and conditions set forth in this Agreement, and Morales desires to continue to be employed as City Manager on those same terms and conditions;

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4. Duties. Morales will perform the duties of the office of City Manager as set forth in the Charter of the City of Miami Beach, Florida, and in the Code of the City of Miami Beach, Florida, and all such duties customary and appropriate to this position of City Manager and such other appropriate duties as may be assigned by the City Commission or its designee from time to time.

5. Effective Date. This Agreement shall become effective April 1, 2015 (the "Effective Date").

6. Term. The Agreement shall have a term of four (4) years, commencing at 12:01 a.m., April 1, 2015 (Commencement Date), and expiring at midnight, March 31, 2019, unless terminated earlier or renewed as set forth herein.

7. Compensation. Morales shall receive compensation for performing the duties of City Manager as set forth in this Section 7. Nothing other than those items set forth in this Section 7 shall be considered or treated as compensation, wages, salary, earnings, or remuneration to Morales for any purpose whatsoever, including pension or for purposes of Section 448.08, Florida Statutes, or in arbitration.

a. Salary. The City shall pay Morales a salary annualized at \$262,650.00 to be earned and to accrue bi-weekly. This salary shall likewise be paid bi-weekly according to the usual payroll practices of the City applicable to unclassified general employees. Morales is a participant in the Section 457 deferred compensation plan (the Plan). Starting on the Commencement Date, and thereafter on April 1st of each year during the Term of the Agreement, the City shall make a lump sum contribution on Morales' behalf into the Plan, in the amount of \$24,000.00, according to the terms of the Plan and applicable laws. The City agrees to review the annual salary and/or other benefits of Morales at the time of evaluation of performance as provided in Section 7.d. and make adjustments as the City may determine. An annual salary review of Morales will be made every year within 30 days after April 1 of each year.

b. Insurance. The City will pay the full amount of premiums for the City-offered group medical and group dental plan selected by Morales, for himself and his eligible dependents. The City will pay the full amount of premiums for the City-offered life insurance policy on Morales. Morales may (or, if participation is mandatory, shall) participate in other City-offered insurance and benefits for which he is eligible on the terms applicable to unclassified general employees.

c. Leave. Morales will be eligible to accrue, use, and convert leave hours to the extent and on the terms applicable to unclassified general employees.

d. Performance Evaluation and Incentive.

i. An annual review and evaluation of Morales shall be in accordance with the specific criteria developed jointly by the City Commission and Morales as set forth in Section 7.d.ii. The Mayor shall provide Morales with a summary written statement of the findings of the City Commission and provide an adequate opportunity for Morales to discuss the review and evaluation with the City Commission.

ii. Within 90 days of the Effective Date of this Agreement and annually thereafter, the City Commission, in consultation with Morales, shall set quantitative measures and goals upon which to evaluate the performance of Morales. Such measures may include, but are not limited to, the City's financial

performance, progress on capital projects, improvements in customer service, and successful implementation of agreed upon priority initiatives. Based on the measures and goals established and the performance achieved pursuant to the City Commission's review of those measures and goals as provided in Section 7.d.i., the City Commission may provide to Morales a onetime Performance Incentive of up to 10 percent of the annualized salary amount set forth in Section 7.a. The Performance Incentive shall not be deemed a part of "base pay" or other earnings for purposes of pension.

8. Non-Compensation Expenses and Reimbursements. The City will pay for, reimburse, or otherwise provide for the items set forth in this Section 8. These items are paid for, reimbursed, or otherwise provided because they inure to the benefit of the City and do not constitute compensation, wages, salary, earnings, or remuneration to Morales for any purpose whatsoever, including pension or for purposes of Section 448.08, Florida Statutes, or in arbitration.

a. Vehicle. The City will pay to Morales a vehicle allowance in the amount of \$6,000.00 annually, paid in proportionate bi-weekly installments to reimburse him for the use of his personal vehicle for the benefit of the City.

b. Moving Allowance. The City will pay to Morales a onetime allowance of up to \$3,500.00 to reimburse Morales for reasonable moving-related expenses should Morales, in his sole discretion, choose to move his primary residence into the City during the first 12 months of this Agreement. The moving allowance will be paid upon submission of satisfactory documentation of the moving-related expenses.

c. Information and Communications Technology Expenses. The City will provide to Morales adequate and reasonable information and communications hardware, software, and services to support him in the performance of his duties as City Manager.

d. Subscriptions, Memberships, and Fees. Morales may include, as an expense item in the budget of the Office of the City Manager, an amount to be used to pay for such reasonable subscriptions, memberships, and fees and other similar costs, such as travel and lodging, as may be incurred for development and advancement related to, in support of, and inuring to the benefit of the City. No payment authorized hereunder may be made to an entity that illegally discriminates on the basis of race, color, gender, religion, national origin, age, disability, marital status, or sexual orientation.

9. Renewal and Non-Renewal. The City Commission may renew or extend the original term of this Agreement by resolution for succeeding periods as specified by the City Commission on the same terms and conditions as then set forth in this Agreement or on such modified terms and conditions to which it may agree with Morales. Should the City Commission not renew or extend the original or any succeeding term, this Agreement shall expire at the end of such original or succeeding term. Morales' employment shall simultaneously end with the expiration of the original or succeeding term or period. Should the City not renew this Agreement, it will either give Morales 90 days' notice of intent not to renew or, if no notice is given, the City shall, commencing upon the end of his employment, pay Morales an amount

equivalent to 12 weeks of the salary amount set forth in Section 7.a. (the "Separation Payments"), along with all payments due for work performed through the date of termination and other payments due, if any, upon termination on the same terms and conditions applicable to unclassified general employees and shall have no further liability to him whatsoever. The Separation Payments will be paid bi-weekly according to the City's usual payroll practices. Should Morales accept employment prior to the expiration of 12 weeks after the date of expiration of the original or succeeding term, the Separation Payments shall immediately cease and the City shall have no obligation to make Separation Payments then remaining unpaid.

10. Termination by Morales.

a. With Notice. Should Morales terminate this Agreement by giving notice not less than 90 days prior to termination, the City shall pay him in like manner as if the Agreement were not renewed.

b. Without Notice. Should Morales terminate this Agreement by giving notice less than 90 days prior to termination, the City shall pay him any payments due for work performed through the date of termination and other payments due, if any, upon termination on the same terms and conditions applicable to unclassified general employees and shall have no further liability to him whatsoever.

11. Termination by the City. The City Commission may terminate this Agreement and, thereby, Morales' employment at any time, without or without notice, and for any reason or for no reason.

a. Without Cause. Should the City terminate this Agreement without Cause, as defined in Section 11.b., it shall pay Morales an amount equivalent to 20 weeks of the salary amount set forth in Section 7.a. (the "Severance Payment"), along with all payments due for work performed through the date of termination and other payments due, if any, upon termination on the same terms and conditions applicable to unclassified general employees and shall have no further liability to him whatsoever. Should Florida law be changed to permit a Severance Payment greater than that permitted under law at the time of the execution of this Agreement, the City Commission will review the amount of the Severance Payment set forth in this Agreement. In the event the City at any time during the term of this Agreement reduces the salary or other financial benefits of Morales in a greater percentage than an applicable across the board reduction for all employees of the City or in the event the City refuses after written notice to comply with any other provision of this Agreement benefitting Morales or if a majority of the entire City Commission in a public meeting requests that Morales resign then Morales may, at his option, be deemed to be terminated at the date of such reduction or such refusal to comply within the meaning and context of this Section 11.a.

b. With Cause. Should the City terminate this Agreement with Cause, as herein defined, it shall pay Morales any payments due for work performed through the date of termination and other payments due, if any, upon termination on the same terms and conditions applicable to unclassified general employees and shall have no further liability to him whatsoever, including no obligation to pay the Severance Payment as

defined in Section 11.a. Cause is defined as one or more of the following: material breach of this Agreement; conviction of any felony; admission of conduct that would constitute any felony; conduct that would constitute a violation of any applicable code of ethics or professional conduct; conduct that would constitute malfeasance or misfeasance in office as those terms are interpreted under Section 112.3187, Florida Statutes; or other similar conduct that the City Commission reasonably determines merits termination.

12. Pension. Morales shall become a member of the Miami Beach Employees Retirement Plan as a condition of his employment pursuant to the governing ordinance of the plan (which plan, at the time of the execution of this Agreement, includes an accrual factor of 4 percent for the position of city manager).

13. Bonds. The City shall bear the full expense of any fidelity or other bond required of Morales in his capacity as City Manager under any statute, ordinance, or regulation.

14. Indemnification. The City shall indemnify and defend Morales or, at its option, provide a defense to Morales against claims arising out of and in the course and scope of his employment or function, consistent with and to the extent of Florida law under Chapter 111, Florida Statutes, and a public official's right to a defense against claims arising from their performance of their public duties performed while serving a public purpose under the common law of Florida.

15. Notice. Any notice hereunder shall be effective if made by delivery, postage paid, to the United States Postal Service or by a manner valid for personal service under the Florida Rules of Civil Procedure or by public statement on the record during a meeting of the City Commission in the presence of the party to whom notice is to be given. Notice, for purposes of this Agreement, is to be given to:

City: Mayor Philip Levine (or successor)
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

and

City Attorney Raul Aguila (or successor)
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

Morales: Jimmy L. Morales (or heirs)
6815 Corsica Street
Coral Gables, Florida 33146

16. No Assignment or Delegation; No Third-Party Beneficiaries. The services provided by Morales are considered unique and personal to him. Accordingly, Morales may not delegate or assign any duty, obligation, or benefit attaching or accruing hereunder. This Agreement is entered into and intended for the benefit solely of the City and of Morales and not for the benefit of any other person or entity.

17. Entire Agreement, Severability, Modification, Waiver. The provisions of this Agreement constitute the entire agreement between the Parties on its subject matter and this Agreement supersedes any other agreement, understanding, representation, or promise whatsoever. Morales agrees that he has relied solely upon the express language of this Agreement in determining whether to enter into this Agreement and not upon any other understanding or communication of any kind, whether written or oral. Should a court or arbitrator of competent jurisdiction determine that any provision or portion thereof of this Agreement is illegal, invalid, or unenforceable, the remaining provisions or portions thereof shall remain in full force and effect. This Agreement may be modified only by a writing signed by both Parties and approved by the City Commission by resolution. Waiver of any right or of any breach of this Agreement by either party in any instance or instances shall not constitute or be construed as a waiver in any other instance.

18. Construction, Governing Law, Headings. This Agreement shall be construed according to its express language and not strictly for or against either Party, regardless of authorship. This Agreement shall be governed by and according to the laws of the State of Florida. Section headings are for convenience only and shall have no legal effect.

19. Arbitration. The Parties agree that any claim or dispute arising from this Agreement, its interpretation, its renewal, or its breach shall be settled in final and binding arbitration by a single arbitrator under the Arbitration Policies and Procedures of the Federal Mediation and Conciliation Service. A panel of arbitrators may be requested by either Party and the Parties will select an arbitrator by alternative strikes. The first Party to strike will be determined by agreement or coin flip. Each Party may one time reject a proposed panel of arbitrators and request another. The party requesting any panel shall bear the expense of the request. The Parties shall bear equally the expense of the arbitrator and the location of the arbitration hearing. The Parties shall each bear their own litigation costs, including attorney's fees, court reporter fees, and witness fees, if any. The arbitrator shall apply a preponderance of the evidence standard of proof. The party asserting a claim or affirmative defense shall have the burden of persuasion as to that claim or affirmative defense. The arbitrator shall not have authority to make any award of attorney's fees or the costs of the arbitration. The arbitrator shall confine himself or herself strictly to the language of this Agreement and shall have no authority to add to, subtract from, or modify any term or provision of this Agreement. The arbitrator shall have no authority to construe any law, regulation, rule, principle of law, decision, or provision or provisions of this Agreement or to make any award that would result in or obligate the City, directly or indirectly, to incur any debt, cost, expense, or liability in excess of the amount initially budgeted, approved, and appropriated for the funding of this Agreement. Any such purported construction or award will be null and void. The arbitrator's award shall be subject to enforcement or vacation by the Circuit Court according to law. Moreover, and without waiving the preceding limitation, in no case shall the City be liable for any punitive, consequential, indirect, or incidental damages whatsoever.

20. Counterparts, Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Execution and delivery of this Agreement by electronic exchange bearing the copies of a Party's signature shall constitute a valid and binding execution and

delivery of this Agreement by such Party. Such electronic copies shall constitute enforceable original documents.

WHEREFORE, the Parties, after full consideration, including consultation with independent counsel, do knowingly, voluntarily, and intending to be legally bound, hereby enter into this Agreement duly executed on the dates written below.

Attest:

FOR CITY OF MIAMI BEACH, FLORIDA:

Rafael E. Granado, City Clerk

Philip Levine, Mayor

_____ day of _____, 2015.

FOR MANAGER:

Witness Signature

Jimmy Morales,

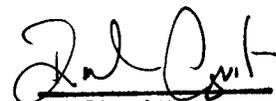
___ day of _____, 2015.

Print Name

Witness Signature

Print Name

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



City Attorney

3/4/15

Date



MIAMI BEACH

OFFICE OF THE CITY CLERK

State of Florida

County of Miami-Dade

I, Jimmy Morales, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Miami Beach and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida; and that I will well and faithfully perform the duties of City Manager of the City of Miami Beach.

Jimmy Morales

Sworn to and subscribed before me this _____ day of _____, 2015

MIAMI BEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: March 11, 2015

SUBJECT: **DISCUSSION REGARDING NORTH BEACH TRAFFIC**

This item was requested by Commissioner Micky Steinberg for discussion.

BACKGROUND

The City of Miami Beach is one of the main centers of attraction for events in Florida due to its weather, restaurants, nightlife, beaches, and people. Most major events are heavily attended and therefore increase traffic volumes on the roadway network. In addition, the seasonal characteristics of the City have a direct impact on the vehicle volumes utilizing our roadways. The increase in traffic volumes severely burdens traffic signals, thus negatively impacting roadway level of service and driver experience. The adverse traffic conditions are further exacerbated by roadway closures as a result of construction projects.

Similar to other areas in the City, North Beach has limited roadway capacity. Currently, commuters and tourists face delays through the primary corridors in this area of the area. Congestion affects the quality-of-life of residents and can be detrimental to the economic growth. Daily Corridor Level of Service maps developed by the Florida Department of Transportation show the following results:

North Beach Traffic Efficiency	
Corridor Level of Service (North of 63rd Street)	
Corridor	LOS
Collins Avenue	Range: D to F
Indian Creek Drive	Range: D to F
Abbott Avenue	D
Dickens Avenue	C
71st Street/Normandy Drive	Range: C and D
63rd Street	F

Level of Service is a qualitative measure of the performance of intersections and roadway segments. Each movement of an intersection is assigned a letter grade (A through F) corresponding to the delay for the particular movement. In general, LOS figures between A and D are found to be acceptable; however, at intersections within urban environments with moderate to high traffic density, LOS A and B are typically not achievable. Based on these

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adopted standards, all intersections with an overall LOS of E or F are considered failing intersections. The City's adopted Level of Service standard is D (2025 City of Miami Beach Comprehensive Plan). The table below provides insight into urban LOS criteria. It is important to note that LOS is not a measure of safety at an intersection. A failing LOS indicates extreme level of congestion and delay and does not imply a dangerous intersection.

ANALYSIS

Level of Service and roadway efficiency is affected by various factors including roadway capacity and signal timing. In order to identify current deficiencies in the roadway network and make recommendations for improvements in North Beach, an area-wide study including analysis of land-use intensity, geometric constraints, transit efficiency, parking, and other elements would be required. The analyses of these elements are typically conducted as part of a master planning exercise.

The City is currently engaged in the development of a comprehensive Transportation Master Plan that is taking a broader look at the City's entire transportation network, motorized and non-motorized, and considering contributing factors such as land use and parking. Additionally, reviewing the synergy between the North Beach area and other areas of the City by way of the Transportation Master Plan will lead to localized improvements that may have a greater benefit on the transportation network. The Transportation Master Plan is also reviewing policies that have a direct impact on congestion and prioritizing projects to address the needs identified in the Existing Conditions Report.

It is important to note that the City Commission will be hosting a Transportation and Planning Workshop on March 18, 2015 to discuss transportation initiatives including the Transportation Master Plan. This workshop will be an opportunity to discuss the existing conditions of the transportation network, on-going transportation and planning efforts, and a vision for transportation in the City. The Transportation Master Plan is anticipated to be completed in summer of 2015.

The City is currently engaging the U.S. Coast Guard to establish restrictions for the operations of the 63rd Street Bascule Bridge during peak traffic periods, similar to current Coast Guard restrictions on other drawbridges in the County. The goal of the restrictions is to reduce the adverse impacts to traffic flow and signalization along the 63rd Street corridor and adjacent roadways due to frequent bridge activity. Additionally, the Administration has a meeting scheduled with the Miami-Dade County Mayor's Office to discuss the optimization and coordination of traffic signals in light of the City's Intelligent Transportation Systems project.

CONCLUSION

The Administration believes that conducting a traffic study for the North beach area independent of the Transportation Master Plan will have limited benefits. Therefore, it is recommended that the North Beach area continue to be evaluated as part of the ongoing Transportation Master Plan, with recommended strategies to be brought to the Commission over the next few months.


K&B/JRG/JFD

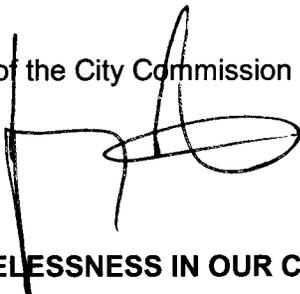


MIAMI BEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager 

DATE: March 11, 2015

SUBJECT: **DISCUSSION REGARDING HOMELESSNESS IN OUR COMMUNITY.**

Census Count

The City, much like its municipal counterparts throughout the country, is facing the challenges that accompany homelessness. As of the most recent Point-in-Time Homeless Survey conducted January 22 - 23, 2015, the City's homeless count stands at 193. This is an increase from the last count in August 2014 and one less than the count in 2010. Below please find a summary of count outcomes since 2010:

	Winter	Summer	Variance (Winter to Summer)	Year to Year Variance Winter	Variance Summer
2010	149	196	+47	N/A	N/A
2011	177	218	+41	+28	+22
2012	173	186	+13	-4	-32
2013	138	106	-32	-35	-80
2014	122	157	+35	-16	+51

While the homeless count typically fluctuates between seasons and is seen as a reflection of the country's overall economy, our City is unique in its strategies and response to the problem. Our City is one of only two in Miami-Dade County that funds outreach teams to engage and serve homeless persons. It is the only municipality that operates a walk-in center enabling homeless persons to access services proactively. Our center is located at 555 - 17th Street. In addition, our City approaches homelessness cooperatively across departments with active participation by the Homeless Outreach Team, Police, Sanitation Department and others. Further, our City purchases 52 shelter beds above and beyond those provided by the Miami-Dade County Homeless Trust, our community's lead Continuum of Care (COC) agency. The City's purchased beds include:

Shelter	Number of Beds
Camillus House	12
Lotus House	5
Miami Rescue Mission	15
The Salvation Army	20

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Current City Strategies

Aside from the internal leveraging of resources and the purchase of beds, the City has undertaken several key efforts to address homelessness including:

- Conducting joint outreach missions with Police at midnight and 3am
- Conducting advance 6am missions identifying where the homeless are sleeping so that outreach team members can engage when the sun rises
- Opening the walk-in center at 7:30am to encourage shelter acceptance at the beginning of the day
- Providing twice daily shelter placements to reduce wait time between screening and shelter placement
- Creating the Client Management Information System (CIMS), an online application that allows staff to track homeless clients in the field facilitating engagement and providing instantaneous service histories
- Providing Police with the *Homeless Services Referral Form* to encourage the offer of shelter as an alternative to arrest for certain crimes (including trespass) and enabling the subsequent tracking of the referred party's access to services

These combined efforts have enabled staff to collect individual and trending data that has significantly improved the ability to allocate resources to needed areas as well as understand the nature and factors that lead to homelessness. For instance, in Lummus Park, the simple act of relocating benches away from the entrance corridors and planting vegetation around the park sign discouraged the homeless from using these vantage points for panhandling. In Maurice Gibb Park, the installation of bench dividers has discouraged overnight sleeping.

Throughout our parks and public facilities, the City has been posting legally enforceable trespass signage as a means of discouraging use of these facilities as sleeping locations. The posting subsequently enables Police to arrest those who trespass.

City staff conducts daily 6am census routes to locate where the homeless sleep in our City. Staff photograph those sleeping on private property. The photos are then forwarded to the affected property owners along with information on steps they can take to discourage the use of their property by the homeless including the posting of no trespass signage and participation in the Police Department's trespass program. Thirteen individual property owners have been contacted thus far since this effort started in January.

The data now collected allows staff to drill down to specific areas and individuals. For instance, Washington Avenue is an area that has yielded significant calls for service in the past 60 days. Police have issued 17 *Homeless Service Referrals* for Washington Avenue in January and February of this year. City staff engaged 10 people willing to identify themselves in the same corridor. Of these, four people were placed into shelter in January and one in February. Police have made 13 homeless-related arrests in this same timeframe.

Washington Avenue poses a unique situation as certain environmental factors encourage homelessness and panhandling. This area has a significant number of vendors who allow for single-serving alcohol sales. As a result of the high tourist activity, this area is popular for panhandling. Combined, these factors encourage certain homeless to gravitate to the area during daytime hours. The homeless that outreach

staff have encountered along this corridor are resistant to engagement because of alcohol issues and tend to be aggressive. Those who are not tend to exhibit mental health issues. For these, the City is tracking encounters, refusals and overall client health to pursue court intervention where possible and appropriate.

Staff has proactively tried to track where those homeless who loiter in the Washington Avenue area sleep at night. Consistently, we have found that very few people sleep in the area but gravitate to the area after 11am -- coincidentally when alcohol sales typically begin and after panhandling opportunities have started. During the week of March 2nd, staff made a concerted effort to identify those homeless who stay in the area during daytime hours. The short survey found that most homeless in the area fit into three categories:

- Those homeless who have alcohol dependency issues and are reluctant to accept engagement;
- Those homeless who come to the area to panhandle but actually reside elsewhere (including Miami); and
- Those homeless with mental health issues who gravitate to the area because of ease of access for food enabling their sustenance.

While it is easy to simplistically reduce homelessness to numbers, City staff maintains photos, personal histories and service requests for all homeless via CIMS because each person has unique circumstances, challenges and histories that influence their personal homelessness. For instance, one homeless man who perpetually sits at the bus bench in front of the Burger King Burger Bar on Washington Avenue has signed 16 refusals of services with homeless staff and been engaged 25 times by Police. Staff has been tracking him for signs of degradation but he has maintained his weight despite having no known possessions or visible signs of income. Staff has provided him with substance abuse treatment services in the past but he has consistently declined help ever since.

As an example of why our community is attractive to the homeless, one man encountered by staff at Washington Avenue bus shelter last week readily admitted that he was homeless in Miami but came to our City to panhandle because it was more lucrative than the Overtown area where he sleeps. The reality is that the attributes that have attracted residents, businesses and visitors to our City also serve to attract the homeless.

Planned Strategies

The City is currently identifying those vendors along Washington Avenue who permit single-serving alcohol sales. Once identified, the City will proactively reach out to these business owners and seek their help in addressing homelessness in the area by discouraging these single-serving alcohol sales.


JLM/KGB/MLR

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