



CITY OF NORTH MIAMI BEACH

City Council Meeting
Council Chambers, 2nd Floor
City Hall, 17011 NE 19 Avenue
North Miami Beach, FL 33162
Tuesday, December 3, 2013
7:30 PM

Mayor George Vallejo
Vice Mayor Phyllis S. Smith
Councilman Anthony F. DeFillipo
Councilwoman Barbara Kramer
Councilwoman Marlen Martell
Councilman Frantz Pierre
Councilwoman Beth E. Spiegel

City Manager Ana M. Garcia
City Attorney Darcee S. Siegel
City Clerk Pamela L. Latimore, CMC

Notice to All Lobbyists

Any person who receives compensation, remuneration or expenses for conducting lobbying activities is required to register as a Lobbyist with the City Clerk prior to engaging in lobbying activities before City Boards, Committees, or the City Council.

AGENDA

1. **ROLL CALL OF CITY OFFICIALS**
2. **INVOCATION** - Reverend Marta Burke, Fulford United Methodist Church
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**
5. **PRESENTATIONS /DISCUSSIONS** - *None*
6. **PUBLIC COMMENT**

To All Citizens Appearing Under Public Comment

The Council has a rule which does not allow discussion on any matter which is brought up under Public Comment. We are, however, very happy to listen to you. The reason for this is that the Council must have Staff input and prior knowledge as to the facts and figures, so that they can intelligently discuss a matter. The Council may wish to ask questions regarding this matter, but will not be required to do so. At the next or subsequent Council meeting you may have one of the Councilpersons introduce your matter as his or her recommendation. We wish to thank you for taking the time to bring this matter to our attention. Under no circumstances will personal attacks, either from the public or from the dais, be tolerated.

Speaking Before the City Council

There is a three (3) minute time limit for each speaker during public comment and a three (3) minute time limit for each speaker during all public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If you have a matter you would like to discuss which requires more than three (3) minutes, please feel free to arrange a meeting with the appropriate administrative or elected official. In the Council Chambers, citizen participants are asked to come forward to the podium, give your name and address, and the name and address of the organization you are representing, if any. If you are speaking on a public hearing item, please speak only on the subject for discussion. Thank you

very much, in advance, for your cooperation.

Pledge of Civility

A resolution was adopted by the Mayor and City Council of the City of North Miami Beach recognizing the importance of civility, decency, and respectful behavior in promoting citizen participation in a democratic government. The City of North Miami Beach calls upon all residents, employees, and elected officials to exercise civility toward each other. (Resolution Nos. R2007-57, 11/06/07 and R2011-22, 4/26/11)

7. APPOINTMENTS

7.1 Swearing In of Chief of Police J. Scott Dennis Sr. (City Clerk Pamela L. Latimore)

8. CONSENT AGENDA

8.1 Regular Meeting Minutes of November 5, 2013 (City Clerk Pamela L. Latimore)

8.2 Resolution No. R2013-72 (Domestic Violence Specialist Renee Darden)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY ACCEPTING A \$4,743.00 FEDERAL AWARD FOR THE DOMESTIC VIOLENCE PROJECT TO BE USED TO EDUCATE, ASSIST AND COUNSEL VICTIMS AND FAMILIES INVOLVED IN DOMESTIC VIOLENCE CASES.

8.3 Resolution No. R2013-73 (Director of Leisure Services Paulette Murphy)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE 2014 FISCAL YEAR ANNUAL PLAN OF SERVICE FOR THE LIBRARY AND FORWARDING THE PLAN TO THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES.

9. CITY MANAGER'S REPORT

10. CITY ATTORNEY'S REPORT

10.1 Litigation List

As of December 3, 2013

11. MAYOR'S DISCUSSION

12. MISCELLANEOUS ITEMS - *None*

13. BUSINESS TAX RECEIPTS

13.1 SMG Entertainment, Inc. DBA Black Diamonds (Director of Public Services Shari Kamali)

17450 Biscayne Boulevard, North Miami Beach, FL

14. DISCUSSION ITEMS - *None*

15. LEGISLATION

15.1 Ordinance No. 2013-19 - Second and Final Reading (Assistant City Manager Mac Serda)

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING

THE RETIREMENT PLAN FOR GENERAL EMPLOYEES OF THE CITY OF NORTH MIAMI BEACH BY AMENDING SECTION 3.05, PURCHASE OF CREDITED SERVICE; AMENDING SECTION 6.01, NORMAL RETIREMENT; AMENDING SECTION 6.02, EARLY RETIREMENT AND RETIREMENT INCOME; AMENDING SECTION 6.04, BENEFITS OTHER THAN ON RETIREMENT; AMENDING SECTION 6.13, COST OF LIVING ADJUSTMENTS; AMENDING SECTION 6.14, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

15.2 Ordinance No. 2013-20 - Second and Final Reading (Assistant City Manager Mac Serda)

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE RETIREMENT PLAN FOR POLICE OFFICERS AND FIREFIGHTERS OF THE CITY OF NORTH MIAMI BEACH BY AMENDING SECTION 1.05, AMENDMENT OF PLAN; AMENDING ARTICLE II, DEFINITIONS; AMENDING SECTION 3.04, CREDITED SERVICE; AMENDING SECTION 6.01, NORMAL RETIREMENT; AMENDING SECTION 6.01A DEFERRED RETIREMENT OPTION PROGRAM; AMENDING SECTION 6.02, EARLY RETIREMENT AND RETIREMENT INCOME; AMENDING SECTION 6.04, BENEFITS OTHER THAN ON RETIREMENT; AMENDING SECTION 6.11, VOLUNTARY SUPPLEMENTAL BENEFIT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

15.3 Ordinance No. 2013-21 -Second and Final Reading (City Clerk Pamela L. Latimore)

AN ORDINANCE AMENDING CHAPTER II OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED "STRUCTURE OF CITY GOVERNMENT"; AMENDING SECTION 2-78 ENTITLED "LOBBYING" BY ADDING AN ANNUAL REGISTRATION FEE REQUIREMENT; CREATING AN EXEMPTION FROM PAYING THE REGISTRATION FEE; AMENDING THE REPORTING REQUIREMENTS FOR LOBBYISTS; AMENDING THE REGISTRATION FORM FOR LOBBYIST REGISTRATION; PROVIDING FOR EXEMPTIONS TO LOBBYIST REGISTRATION; PROVIDING FOR LOBBYIST REPORTING REQUIREMENTS; PROVIDING FOR LATE REGISTRATION AND PENALTIES; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION AND AN EFFECTIVE DATE.

16. CITY COUNCIL REPORTS

17. NEXT REGULAR CITY COUNCIL MEETING - Tuesday, December 17, 2013

18. ADJOURNMENT



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

Print

TO: Mayor and City Council
FROM: Pamela L. Latimore, City Clerk
VIA: Pamela L. Latimore, City Clerk
DATE: Tuesday, December 3, 2013

RE: Regular Meeting Minutes of November 5, 2013 (City Clerk Pamela L. Latimore)

BACKGROUND ANALYSIS: N/A

RECOMMENDATION:

FISCAL/BUDGETARY IMPACT:

ATTACHMENTS:

[Regular Meeting Minutes of November 5, 2013](#)



CITY OF NORTH MIAMI BEACH
City Council Meeting
Council Chambers, 2nd Floor
City Hall, 17011 NE 19th Avenue
North Miami Beach, FL 33162
Tuesday, November 5, 2013
7:30 PM

Mayor George Vallejo
Vice Mayor Phyllis S. Smith
Councilman Anthony F. DeFillipo
Councilwoman Barbara Kramer
Councilwoman Marlen Martell
Councilman Frantz Pierre
Councilwoman Beth E. Spiegel

City Manager Ana M. Garcia
City Attorney Darcee S. Siegel
City Clerk Pamela L. Latimore, CMC

REGULAR MEETING MINUTES

1. ROLL CALL OF THE CITY OFFICIALS

The meeting was called to order at 7:43 p.m. Present at the meeting were Mayor George Vallejo, Vice Mayor Phyllis S. Smith, and Council Members Anthony F. DeFillipo, Barbara Kramer, Marlen Martell, and Beth E. Spiegel. Also, present were City Manager Ana M. Garcia, City Attorney Darcee S. Siegel and City Clerk Pamela L. Latimore.

2. INVOCATION – Reverend Dr. Marta Burke, Fulford United Methodist Church

3. PLEDGE OF ALLEGIANCE

4. REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA

4.1 Item 8.2, Resolution No. R2013-68 was pulled for discussion by Councilwoman Spiegel.

4.2 Item 16.2, Ordinance No. 2013-20 was withdrawn by the City Manager to be heard at a later date.

5. PRESENTATIONS/DISCUSSIONS

5.1 Recognition of Charles Asarnow by Vice Mayor Phyllis S. Smith

5.2 Honoring Chief of Police Larry Gomer for his distinguished service to the City of North Miami Beach

6. PUBLIC COMMENT

City Clerk Latimore read the rules of Public Comment into record. The following person(s) spoke on the record:

1. Rolland Veilleux - 13730 Highland Dr. North Miami Beach, FL
2. Marilyn Baumohl - 18635 NE 20 Court, North Miami Beach, FL

Public comment closed.

7. APPOINTMENTS – None

8. CONSENT AGENDA

8.1 Regular Meeting Minutes of October 1, 2013

8.2 Resolution No. R2013-68 (MOVED to Legislation, see item 4.1)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE SALE OF EQUITY SECURITIES OBTAINED THROUGH VARIOUS FINANCIAL TRANSACTIONS.

MOTION by Councilman Pierre, seconded by Vice Mayor Smith, to approve the Consent Agenda. (**Approved** 7-0)

9. CITY MANAGER'S REPORT

9.1 Presentation on Phone System Enhancements

I.T. Manager Patrick Rosiak gave a brief presentation on the proposed enhancements to the City's telephone system.

City Manager Garcia stated that she sent the Council members an email regarding setting and IUPA executive session on November 20, 2013 at 6:00 PM. Mayor and Council will check their schedules and get back with the City Manager to schedule a date for that meeting.

10. CITY ATTORNEY'S REPORT

City Attorney Siegel had two items to report to Council. She stated that from the last Council meeting this Council authorized the filing of a lawsuit against the general employee's pension board. She informed Council that the lawsuit was filed today and she will provide an update on the status of the lawsuit at the next Council meeting. The second item that she spoke about was a lawsuit, Madero vs. the City of North Miami Beach. The incident occurred June 25, 2002. So far we've been through trial, an appeal, and were set to go to trial again on December 9, 2013. There was mediation yesterday and there is a tentative settlement. By tomorrow we will know if the plaintiff accepts. If they do accept the settlement, she is requesting an executive session be held on November 19, 2013 at 6:00 PM. It will be advertised as a closed attorney client session to discuss the settlement of this particular matter. If it is the consensus of this Council at the session to resolve the matter it will be brought the Council meeting that evening for the approval of the settlement.

10.1 Litigation List

As of November 5, 2013

11. MAYOR'S DISCUSSION - None

- 12. MISCELLANEOUS ITEMS - *None*
- 13. WAIVER OF FEE – *None*
- 14. BUSINESS TAX RECEIPTS - *None*
- 15. DISCUSSION ITEMS – *None*
- 16. LEGISLATION

8.2 Resolution No. R2013-68 (MOVED from the Consent Agenda, see item 4.1)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE SALE OF EQUITY SECURITIES OBTAINED THROUGH VARIOUS FINANCIAL TRANSACTIONS.

City Attorney Siegel stated that she provided Council a copy of the amended resolution and read into record the amendment. Finance Director Janet Smith gave a brief explanation of the item.

MOTION by Councilwoman Spiegel, seconded by Councilwoman Martell, to adopt **Resolution No. R2013-68** as amended. (**Approved 7-0**)

Mayor and Council discussed the item.

16.1 Ordinance No. 2013-19 – First Reading by Title Only

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING THE RETIREMENT PLAN FOR GENERAL EMPLOYEES OF THE CITY OF NORTH MIAMI BEACH BY AMENDING SECTION 3.05, PURCHASE OF CREDITED SERVICE; AMENDING SECTION 6.01, NORMAL RETIREMENT; AMENDING SECTION 6.02, EARLY RETIREMENT AND RETIREMENT INCOME; AMENDING SECTION 6.04, BENEFITS OTHER THAN ON RETIREMENT; AMENDING SECTION 6.13, COST OF LIVING ADJUSTMENTS; AMENDING SECTION 6.14, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION by Councilman Pierre, seconded by Councilwoman Martell, to adopt **Ordinance No. 2013-19 on first reading by title only**.

ROLL CALL: Councilman DeFillipo – **Yes**, Councilwoman Kramer – **Yes**, Councilwoman Martell – **Yes**, Councilman Pierre – **Yes**, Councilwoman Spiegel – **Yes**, Vice Mayor Smith – **Yes**, Mayor Vallejo – **Yes** (**Approved 7-0**)

16.2 Ordinance No. 2013-20 First Reading by Title Only (WITHDRAWN, see item 4.2)

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE RETIREMENT PLAN FOR POLICE OFFICERS AND FIREFIGHTERS OF THE CITY OF NORTH MIAMI BEACH BY AMENDING SECTION 1.05, AMENDMENT OF PLAN; AMENDING ARTICLE II, DEFINITIONS; AMENDING SECTION 3.04, CREDITED SERVICE; AMENDING SECTION 6.01, NORMAL RETIREMENT; AMENDING SECTION 6.01A DEFERRED RETIREMENT OPTION PROGRAM; AMENDING SECTION 6.02, EARLY

RETIREMENT AND RETIREMENT INCOME; AMENDING SECTION 6.04, BENEFITS OTHER THAN ON RETIREMENT; AMENDING SECTION 6.11, VOLUNTARY SUPPLEMENT BENEFIT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

16.3 Ordinance No 2013-13 Second and Final Reading

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING SECTION 1 OF THE COMPREHENSIVE PLAN, ENTITLED "FUTURE LAND USE ELEMENT" TO CHANGE THE CURRENT NOTICE REQUIREMENTS FOR COMPREHENSIVE PLAN AMENDMENTS TO CONFORM WITH FLORIDA STATUTES; AUTHORIZING THE TRANSMITTAL OF THIS AMENDMENT FOR REVIEW TO THE APPROPRIATE AGENCIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION by Councilman Pierre, seconded by Councilwoman Martell, to adopt **Ordinance No 2013-13 on second and final reading.**

Mayor Vallejo opened the item for public comment. There being none Public Comment was closed.

ROLL CALL: Councilman DeFillipo – **Yes**, Councilwoman Kramer – **Yes**, Councilwoman Martell – **Yes**, Councilman Pierre – **Yes**, Councilwoman Spiegel – **Yes**, Vice Mayor Smith – **Yes**, Mayor Vallejo – **Yes (Approved 7-0)**

16.4 Ordinance No. 2013-14- Second and Final Reading

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING SECTION 24-180(B)(5)(a)(b)and(c) OF THE CODE OF ORDINANCE, ENTITLED "DENIALS, NOTICES AND FEES", BY DELETING SPECIAL NOTICE REQUIREMENTS FOR COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION by Councilman Pierre, seconded by Councilwoman Martell, to adopt **Ordinance No. 2013-14 on second and final reading.**

Mayor Vallejo opened the item for public comment. There being none Public Comment was closed.

ROLL CALL: Councilman DeFillipo – **Yes**, Councilwoman Kramer – **Yes**, Councilwoman Martell – **Yes**, Councilman Pierre – **Yes**, Councilwoman Spiegel – **Yes**, Vice Mayor Smith – **Yes**, Mayor Vallejo – **Yes (Approved 7-0)**

17. CITY COUNCIL REPORTS

Councilman DeFillipo thanked Police Chief Gomer for his many years of service to our community and he will be greatly missed. He encouraged the local business owners to get involved with the North Miami Beach Chamber of Commerce. It's a great way to get in touch with the community. At the Chamber of Commerce the new business of the month is Miami International Learning Academy (MILA) which is located on 163 Street and West Dixie Highway. He encouraged the community to support the local businesses in our City.

Councilwoman Kramer thanked Police Chief Gomer for spending 26+ years of his life protecting our community. She thanked the leisure services Department led by director Paulette Murphy for the awesome Monster Mash Bash held at the Gwen Margolis ampitheater. She wished her mother a happy birthday. She reminded everyone about the "Socks on the String" drive in honor of homeless awareness day on November 14, 2013 all donations will be given to the Miami Rescue Mission. The Multi-Cultural Committee presents Cultural Cinema Night on Friday, November 8th, featuring the movie "Dangerous Minds" at 7 p.m. in the Silver Auditorium (Y.E.S. Center).

Councilwoman Martell agreed with Councilwoman Kramer that the Monster Bash was an incredible event. It was a safe place for children to come out and enjoy themselves. Our city has many events like this that the community can attend. To Police Chief Gomer, it was a proud moment tonight to hear all that he accomplished while with us here at the city. It was a blessing to have such a wonderful police officer in our community and thanked him for his years of service. She wished Councilwoman Kramer a happy birthday. She also wished her husband a happy birthday.

Councilman Pierre thanked Police Chief Gomer for his service to our community. He reminded the community that the library is open Monday through Sunday.

Vice Mayor Smith wished Police Chief Gomer the best and thanked him for his service to the city. She complimented the Leisure Services Department for putting on an excellent event at the Monster Mash. For nominal fee it's a safe place for parents to take their children to enjoy Halloween. She piggybacked on a comment made by one of the Council members regarding the free programs offered by the city. A few weeks ago at Highland Village there were free health screenings with a mobile mammogram truck and 45 residents used that service. She would like to see that service brought to our other communities like Washington Park and Uleta. Next month another mobile medical service will be coming to the City for pediatric care. Look on the city website for the location date and time. At 10:00 AM on November 11, 2013 though is a Veterans Day Service at All Wars Memorial Park. She encourages the community to go out and vote so that their voice can be heard.

Councilwoman Spiegel thanked Raabia Liladrie, nominated for the Citizens' Appreciation Award, for her volunteer service to our community. The Commission on the Status of Women is working hard to organize the first City of North Miami Beach Heart Health Walk it will be Saturday, February 22, 2014. She encourages anyone in our community that works in the field of heart health to contact Paulette Murphy in Leisure Services if they wish to participate in such an event. At the Commission on the Status of Women meeting yesterday Rev. Martha Burk mentioned that they are looking for volunteers to serve on Thanksgiving dinner at Fulford Methodist Church please call Ruth at 786-426-6120. It is that time of year if you are thinking of making charitable donations there is an organization called the Foster Parent Association that is looking for gift cards to give to teenagers. If you are interested in donating, Luchenzie Pierre a member of the Commission on the Status of Women would be happy to direct you to that program. She wished her mother happy birthday as well as Councilwoman Kramer.

Mayor Vallejo wished Councilwoman Spiegel's mother a happy birthday and Councilwoman Kramer. He also wished happy birthday to the HR director rose Amberson. He congratulated Mayor of Hialeah Carlos Hernandez and City of Miami Mayor Tomás Regalado on their reelection victory. He thanked

Police Chief Gomer for being a consummate professional, his leadership, and his service to our community.

18. NEXT REGULAR CITY COUNCIL MEETING

Tuesday, November 19, 2013

19. ADJOURNMENT

There being no further business to come before the City Council, Meeting was adjourned at 9:04 p.m.

ATTEST:

(S E A L)

Pamela L. Latimore
City Clerk



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

Print

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager
VIA: Kathy Katerman, Interim Chief of Police
Renee Darden, Domestic Violence Specialist
DATE: Tuesday, December 3, 2013

RE: Resolution No. R2013-72 (Domestic Violence Specialist Renee Darden)

BACKGROUND ANALYSIS:

This Resolution is for the Edward Byrne Memorial Justice Assistance Grant. The grant funds will be used to support overtime pay for the Victims Assistance Coordinator's (VAC) outreach efforts to educate the public, as well as assist and counsel the victims and families involved in domestic violence cases. The VAC is on call 24 hours a day, seven days a week to assist victims of domestic violence.

RECOMMENDATION: Approval Recommended

FISCAL/BUDGETARY IMPACT:

The grant of \$4,743 will pay for all VAC domestic violence related overtime through July 31, 2014 and does not have a required cash match.

ATTACHMENTS:

- [Resolution No. R2013-72](#)
- [Byrne Grant](#)

RESOLUTION NO. R2013-72

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY ACCEPTING A \$4,743.00 FEDERAL AWARD FOR THE DOMESTIC VIOLENCE PROJECT TO BE USED TO EDUCATE, ASSIST AND COUNSEL VICTIMS AND FAMILIES INVOLVED IN DOMESTIC VIOLENCE CASES.

WHEREAS, Miami-Dade County (the “County”) has been awarded federal funds from the Drug Control and System Improvement and Formula Grant Program under Public Law 100-690 of the Federal Anti-Drug Abuse Act of 1988 (the “Act”); and

WHEREAS, the County is desirous of supporting an expansion of the services provided by the Domestic Violence Project by providing a portion of the federal funds awarded to the County to the Domestic Violence Project; and

WHEREAS, the County, as contractor/grantee for the State of Florida, is authorized to purchase said services for the Domestic Violence Project as an allowable activity under the Act; and

WHEREAS, the County is in need of domestic violence victim assistance and prevention services from the City of North Miami Beach (“City”) in order to fulfill its contractual obligations under the aforementioned grant; and

WHEREAS, the City desires to enter into an Interlocal Agreement with the County to accept a federal award in the amount of \$4,743.00 for the Domestic Violence Project; and

WHEREAS, the funds received through this grant will enable and support overtime pay for the Victims Assistance Coordinator in his/her outreach efforts to the victims and families involved in domestic violence cases; and

RESOLUTION R2013-72

WHEREAS, the Mayor and City Council recognize the importance of providing our community with a Victims Assistance Coordinator, who is available to the victims and families involved in domestic violence cases seven days a week and twenty-four hours a day.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida.

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida, authorize the acceptance of the \$4,743.00 federal award for the Domestic Violence Project.

Section 3. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager and the City Clerk to execute an Agreement, in a form acceptable to the City Attorney, between the City of North Miami Beach and Miami-Dade County, attached hereto as Exhibit "A" and incorporated herein by reference, and to exercise the provisions contained therein.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ____ day of December, 2013.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK
(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

RESOLUTION R2013-72

North Miami Beach

FY2014

Contract

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this _____ day of _____ 2013, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Management and Budget (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19th Floor Miami, FL 33128, and the **CITY of NORTH MIAMI BEACH** a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **Domestic Violence Project**.

WHEREAS, the County has been awarded federal funds from the Drug Control and System Improvement Formula Grant Program under Public Law 100-690, the Federal Anti-Drug Abuse Act of 1988, hereinafter referred to as the ACT; and

WHEREAS, the Provider warrants and represents that it possesses the legal authority to enter into this Contract by way of resolution, motion or similar action that has been duly adopted or passed as an official act of the Provider's governing body, authorizing the execution of the Contract, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Provider to carry out on behalf of the Provider all of the duties and responsibilities set forth in this Contract; and

WHEREAS, this Contract shall be deemed effective upon award of grant funds by the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants to Miami-Dade County or when this Contract has been duly executed by both parties, whichever is later; and

WHEREAS, the County is desirous of supporting an expansion of the services provided by the **Domestic Violence Project** by providing a portion of the federal funds awarded to Miami-Dade County to the **Domestic Violence Project**; and

WHEREAS, the County as grantee for the State of Florida is authorized to contract for said services for the **Domestic Violence Project** as an allowable activity under the ACT; and

WHEREAS, the County requires the above-mentioned services from the Provider in order to fulfill its contractual obligations under the aforementioned grant,

NOW, THEREFORE, for and in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$4,743**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County. Availability of funds shall be determined in the sole discretion of the County.

II. **SCOPE OF SERVICES.** The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from **October 1, 2013 through July 31, 2014.**

IV. **CASH MATCH REQUIREMENT.** The Provider shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County; however a **Cash Match is not required for this grant term.**

V. **REQUIREMENTS RELATED TO USE OF ANTI-DRUG ABUSE FUNDS UNDER THE DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM**

A. **Requirements of the Anti-Drug Abuse Act.** The Provider agrees to abide by all of the requirements of the Anti-Drug Abuse Act of 1988 under the Drug Control and System Improvement Formula Grant Program, as may be amended from time to time, as well as with Chapter 11D-9 of the Florida Administrative Code, and all applicable federal, state and local laws, regulations and policies. Furthermore, the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial Justice Assistance Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto are incorporated herein by reference as if fully set forth. Furthermore, this award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 90-351, as amended, and Public Law 100-690.

B. **Supplanting.** The Provider agrees that funds received under this Contract shall be utilized to supplement, not supplant state or local funds, and will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for anti-drug law enforcement activities, in accordance with Rule Chapter 11D-9, Florida Administrative Code.

VI. **CONTINUITY OF SERVICES.** Provider agrees to provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified replacement when necessary.

VII. **PROGRAM CONTACT.** Provider shall designate a contract coordinator who shall be responsible for: 1) monitoring the Provider's compliance with the terms of this Contract and; 2) whenever the County so requests, meeting with County staff to review such compliance.

VIII. **INDEMNIFICATION BY THE PROVIDER.** The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in

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connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

IX. INSURANCE. If Provider is an agency or a political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes.

X. LICENSURE AND CERTIFICATION. The Provider shall ensure that all other licensed professionals providing **Domestic Violence** services shall have appropriate licenses, training and experience in the field in which he/she practices and abide by all applicable State and Federal laws and regulations and ethical standards consistent with those established for his/her profession. Ignorance on the part of the Provider shall in no way relieve it from any of its responsibilities in this regard.

The Provider agrees to comply with all applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors. Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Provider agrees to ensure that employees and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable

persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

XI. CONFLICT OF INTEREST. The Provider agrees to abide by and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County, as may be amended from time to time, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

Nepotism. The Provider will comply with section 112.3135 of the Florida Statutes regarding restrictions on employment of relations.

XII. CIVIL RIGHTS. The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., §2000d as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. §1612, and the Fair Housing Act, 42 U.S.C. §3601 et seq. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

XIII. NOTICES. Notice under this Contract shall be sufficient if made in writing and delivered personally or sent by mail or by facsimile to the parties at the following addresses or to such other address as either party may specify:

If to the COUNTY:

Miami-Dade County
Office of Management and Budget
111 NW First St., 19th Floor
Miami, Florida 33128
Attention: Ms. Michaela Doherty

If to the PROVIDER:

North Miami Beach Police Department
16901 NE 19th Avenue
North Miami Beach, FL 33161
Attention: Ms. Rene Darden

XIV. AUTONOMY. Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

XV. BREACH OF CONTRACT: COUNTY REMEDIES.

A. Breach. A breach or default by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment D); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment D); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract; or (14) The Provider has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may decline to contract with the Provider in the future;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct or indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XVI. TERMINATION BY EITHER PARTY. Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate

at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

XVII. PROJECT BUDGET AND PAYMENT PROCEDURES. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

A. Budget Variance. Funds may be shifted between approved line items, not to exceed ten percent (10%) of the total budget, without a written amendment, upon written approval of the Department. Variances greater than ten percent (10%) in any approved line item shall require a written amendment signed by both parties.

B. Recapture Funds. At the conclusion of the second quarter and upon submission of the Quarterly Performance Report and Expenditure Report, the County will review the Provider's Year-To-Date expenditures.

1. Municipalities reporting remaining balances which exceed expenditure levels for normal program operations must submit a plan which documents those steps the municipality will take in the Third Quarter to fully expend the contract by the end of the program period.

2. This expenditure plan must be approved by the County.

3. Where the municipality does not anticipate full expenditures by the end of the program period, the County will recapture the anticipated unexpended amount for use in another program, without a formal amendment process, and will notify the Provider in writing of the recapture amount.

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **Domestic Violence Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2., the Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Expenditure Report shall be submitted by August 15, 2014.

D. The Provider agrees to mail all invoices to the address listed above, Section XIII.

E. The County agrees to review invoices and to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

F. No payment of subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder.

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XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the Provider organization, will be considered an unnecessary expenditure.

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs, the cost of the proposed equipment and the size of the Provider organization. The Provider shall maintain an adequate property management system. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

C. Loss, Damage or Theft of Equipment. The Provider is responsible for replacing or repairing any property which is willfully or negligently lost, stolen, damaged or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

D. Equipment Acquired with Funds under this Contract. Equipment acquired shall be used and managed by the Provider to ensure that the equipment is used for criminal justice purposes.

E. Management. The Provider's procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements: 1) Property records must be maintained which include description of property, serial number or other identification number, source of the property, identification of who holds the title, acquisition date, costs of the property, percentage of County participation in the cost of the property (Federal funds), location of property, use and condition of the property, disposition data including the date of disposal and sale price; 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years; 3) a control system must exist to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated by the Provider as appropriate; 4) adequate maintenance procedures must exist to keep the property in good condition; and 5) if the Provider is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of at least five (5) years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

XIX. RECORDS, REPORTS, MONITORING AUDITS, AND EVALUATION STUDIES.

The Provider shall keep records of program services in sufficient detail to provide any reports that may be requested by the County.

A. Records. All program records will be retained by the Provider for not less than five (5) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **Domestic Violence Project** services must reflect:

1. The names of staff providing services as described in Attachment A.
2. The dates and number of hours the staff provided services.
3. The dates of services and activities and the names of program participants in attendance to such as described in Attachment A.
4. The records of all other program services provided under this Contract.

Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.10701(1)(a), the Provider shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential are exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

B. Reporting Requirements.

1. Quarterly and Final Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Management and Budget by January 5, April 5, July 5, and the Final Performance Report August 5, 2014 covering the Contract activity for the previous quarter. The Quarterly and Final Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly and Final Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Management and Budget by January 15, April 15, July 15, and the Final Expenditure Report August 15, 2014 covering the expenditures to be reimbursed for the previous quarter. The Quarterly and Final Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

3. Other Required Reports. The Provider shall submit other reports as may be required by the Office of Management and Budget during the program period.

C. Changes to Reporting Requirements. The Provider understands that the County may at any time require changes in data collected, records or reporting, as may be necessary and agrees to comply with any such modifications.

D. Monitoring and Audit. The Provider shall make available for review, inspection, monitoring or audit by the County without notice during normal business hours all financial records and other program records and documents which relate to or have been produced or created as a result of this Contract. The Provider shall provide assistance as may be necessary to facilitate a financial/program audit when deemed necessary by the County to ensure compliance with applicable accounting and financial standards. The County reserves the right to require the Provider to submit to an audit of the County's choosing. Furthermore, the Provider understands, it may be subject to an audit, random or otherwise, by the Office of the Dade County Inspector General or independent private sector inspector general retained by the Office of the Inspector General.

E. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of the Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally 1/4 of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witness, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and

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records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other Contracts executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

F. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the Provider's budget and any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

G. Evaluation Studies. The Provider agrees to participate in evaluation studies sponsored by the administrative agent for these funds from the Florida Department of Law Enforcement, Business Support Program, and Office of Criminal Justice Grants. This participation shall at a minimum include access to the Provider's premises and records.

XX. PROHIBITED USE OF FUNDS.

A. Adverse Actions or Proceeding. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

- C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.
- D. Double Payments. Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

XXI. MISCELLANEOUS.

A. Contract. This Contract is the complete and exclusive statement of all the arrangements between the County and the Provider regarding provision of the services described in Attachments A and B. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County unless specifically stated herein.

B. Amendments and Modifications. Except as otherwise enumerated herein, no amendment to this Contract shall be binding on either party unless reduced to writing, signed by both parties, and approved by the County Mayor or Mayor's designee. Provided, however, that the County may effect amendments to this Contract without the written consent of the Provider, to conform this Contract to changes in the laws, directives, guidelines, and objectives of County, State and Federal Governments.

Any alterations, variations, amendments, or other modifications of this Contract, including but not limited to amount payable and effective term, shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

In the event the County determines that a reduction in the Provider's budget is necessary, the County shall notify the Provider in writing within thirty (30) days of said reduction decision. Budget revision requests must be submitted in writing by the Provider to the Office of Management and Budget (OMB). Budget revision requests will be effective upon the date of written approval by the State of Florida Department of Law Enforcement.

C. Ownership of Data and Other Material. All reports, information documents, tapes and recordings, maps and other data and procedures developed, prepared, assembled or completed by the Provider in connection with the duties and responsibilities undertaken by the Provider in accordance with the terms of this Contract shall become the property of the County without restriction, reservation or limitation of their use and shall be made available to the County by the Provider at any time upon request by the County. Upon completion of all work contemplated under this Contract, copies of all of the above data shall be delivered to the County upon request.

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida. Nothing in this contract shall be considered a waiver of sovereign immunity.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider

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agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

This program was supported by a grant awarded to Miami-Dade County, the Florida Department of Law Enforcement (FDLE) and the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

F. Subcontracts. The Provider agrees not to enter into subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its rights, title or interest herein, or its power to execute such Contract without the prior written approval of the County and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract. If this Contract involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment E. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment E without prior written approval of the County.

G. Review of this Contract. Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

H. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular and pronouns shall be read as masculine, feminine or neuter as the context requires.

I. Total of Contract/Severability of Provisions. This fifteen (15) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report
Attachment D:	Quarterly Expenditure Report
Attachment E:	Miami-Dade County Affidavits
Attachment E1:	Code of Business Ethics
Attachment E2:	Miami-Dade County Debarment Disclosure Affidavit
Attachment E3:	State Public Entities Crime Affidavit
Attachment F:	Provider's Disclosure of Subcontractors and Suppliers

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirement of applicable law.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract, along with all of its Attachments, to be executed by their respective and duly authorized officers, the day and year first above written.

Signature

City Manager

Title

Ana Garcia

Name (typed)

ATTEST:

By: _____

By: _____
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
CARLOS A. GIMENEZ
MAYOR

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SUMMARY OF ATTACHMENTS

ATTACHMENT A	Scope of Services
ATTACHMENT B	Program Budget
ATTACHMENT C	Quarterly Project Performance Report
ATTACHMENT D	Quarterly Expenditure Report
ATTACHMENT E	Miami-Dade County Affidavits
ATTACHMENT E1	Code of Business Ethics
ATTACHMENT E2	Miami-Dade County Debarment Disclosure Affidavit
ATTACHMENT E3	State Public Entities Crime Affidavit
ATTACHMENT F	Provider's Disclosure of Subcontractors and Suppliers

PROGRAM NARRATIVE

Jurisdiction Name: City of North Miami Beach	Contact Person: Renee Darden
Address: 16901 NE 19 th Avenue North Miami Beach, FL 33161	Contact Numbers: O (305) 948-2940 F (305) 948-2969
Program Area: Domestic Violence	Program Dates: 10/01/13 through 07/31/14
Program Name: Victim Assistance and Prevention	Target Population: City Residents

Problem Identification

The North Miami Beach Police Department generated around 600 domestic violence incident reports and had over 700 calls for service that were domestic related last year. It is reported that in most cases of abuse, offenders usually abuse both women and children in the household. In any case, there are numerous concerns for victims of abuse.

The police response to "calls for service" model limits the time, resources, and special attention domestic violence calls require. Typically, reports are filed, arrests are made, and information is provided by way of brochure. Fortunately, the North Miami Beach Police Department recognizes that this approach is woefully inadequate, and that there is a need to continue to utilize the Victim Assistance and Prevention Program when dealing with domestic violence calls.

Program Description

The Victims Assistance Coordinator (VAC) is on call 24 hours a day, seven days a week to assist victims of domestic violence. Therefore, the VAC responds to actual scenes which require time spent at work after or before normal work hours. The Victim Assistance Coordinator is assigned to the Detective Bureau domestic violence unit. It is the VAC's responsibility to ensure linkages between the victim and support services. The department's goal is to continue to heighten awareness and educate the population on issues relating to domestic violence. This program has helped to create safe and positive relationships between victims of domestic violence and the police department. As in previous years, FY2014 JAG funds will be used to support overtime pay for the VAC's outreach efforts to educate the public, as well as assisting and counseling victims and families involved in domestic violence cases. The VAC will also continue to facilitate a Domestic Violence (DV) class which is held once a month. Additionally, the VAC will provide one workshop to educate the NMB residents about domestic and dating violence during this grant year. The VAC will attend quarterly board meetings at Safe Space Shelter to coordinate services and attend DV events. Lastly, the project will also be targeting elder victims of domestic violence.

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Jurisdiction Name: City of North Miami Beach

Contact Person: Renee Darden

Address: 16901 NE 19th Avenue
North Miami Beach, FL 33161

Contact Numbers: O (305) 948-2940
F (305) 948-2969

Program Area: Domestic Violence

Program Dates: 10/01/13 through 07/31/14

Program Name: Victim Assistance and Prevention

Target Population: City Residents

Required Activities	Planned Measures	Monitoring Plan
<p>Provide case management services to 60 DV victims during the grant year.</p> <p>Refer 60 DV victims to community resources during the grant year.</p> <p>Provide counseling services to 60 DV victims during the grant year.</p> <p>Facilitate monthly DV support group.</p> <p>Provide information on DV issues to the general public during the grant year.</p> <p>Provide 1 DV educational workshops to NMB residents.</p> <p>Attend quarterly meetings at Safe Space.</p> <p>Utilize approximately 151 overtime hours providing the services listed above.</p>	<p>The Provider shall be responsible for:</p> <p>Victim Assistance Coordinator to assist in linking victims and their families to various community services to include:</p> <ul style="list-style-type: none"> Case management Referrals Counseling Outreach DV education DV support groups 	<p>The Provider is to submit the following information to the County in a complete and timely manner:</p> <ul style="list-style-type: none"> Quarterly Performance Reports Quarterly Expenditure Reports DV monthly support group, attendance records. Documentation of case management and referrals to community resources. Documentation of 1 DV educational workshop. Documentation of quarterly Safe Space board meeting attendance. Payroll documentation including payroll registers, time sheets and overtime slips.

Dart

PROGRAM BUDGET

Attachment B

Jurisdiction Name: North Miami Beach

Contact Person: Renee Darden

Program Area: Domestic Violence

O (305) 948-2940 F (305) 948-2969

Program Name: Victim Assistance and Prevention

Program Dates: 10/01/13 - 7/31/14

CONTRACTUAL SERVICES TOTAL

		\$4,743
Salaries and Benefits, Total		\$4,574
Case Management		
1 Victim Assistance Coordinator X 135 hrs X \$30.29/hr (OT)	\$4,089	
Benefits include FICA		
Outreach Services		
1 VAC X 1mtg/mo. X 4 months X 4hrs/mtg X \$30.29/hr (OT)	\$485	
Benefits include FICA		
Expenses, Total		\$169
Office Supplies (Pens ,paper, computer cleaner, post it notes computer mouse)	\$169	
Operating Capital Outlay, Total		\$0
Total Budget		<u>\$4,743</u>
Dade County will reimburse an amount not to exceed:	<u>\$4,743</u>	

Qwf

Edward Byrne Memorial Justice Assistance Grant Program
 Drug Control and System Improvement Formula Grant Program

ATTACHMENT C

Quarterly Project Performance Report

DOMESTIC VIOLENCE
 Fiscal Year 2014

North Miami Beach
 (City)

Domestic Violence
 (Project Name)

Rene Darden
 (Name of Person Completing Form)

Victims Advocate
 (Title)

(Phone)

Report Number	Quarterly Period	Report Due Dates
1	October 1 - December 31	January 5
2	January 1 - March 31	April 5
3	April 1 - June 30	July 5
4 (FINAL)	July 1 - July 31	August 5

Report Number	Quarterly Period	Report Due Dates

Note: Those questions that are directly related to your program have been highlighted for your convenience. All questions must be answered and explained in the NARRATIVE portion of this report. Any report not received by January 5; April 5; July 5; and/or October 5, will result in the issuance of a "Noncompliance Notice" and a delay or denial of Reimbursement Requests.

lwy

FY2014 Quarterly Project Report
Domestic Violence
North Miami Beach

Please answer the following questions based on activity that occurred in the previous quarter:

1. Number of participants provided with case management and counseling services _____
2. Number of participants provided with community resource referral services _____
3. Number of participants provided with counseling services _____
4. Number of DV support groups conducted _____
5. Number of DV educational workshops conducted _____
6. Number of personnel paid with JAG funds this quarter? _____
7. Number of overtime hours paid with JAG funds this quarter? _____
8. How many officers/ staff received education and training on domestic violence issues this quarter? _____
9. Describe when and how this service was provided in the narrative section below. _____
10. Was information on domestic violence issues provided to the general public this quarter? _____
11. Describe how this service was provided in narrative below _____
12. How many people were provided this service? _____

PROGRAM NARRATIVE

In accordance with FDLE, all projects must include a detailed description of program activities for each quarter. Jurisdictions failing to complete this portion of the report will be "Out of Compliance" in addition to a denial of reimbursement requests.

Prof

PRINT THIS PAGE ON YOUR LETTERHEAD
Edward Byrne Memorial Justice Assistance Grant Program
 SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS

Subgrant Number: _____
 Name of Agency/City: _____ Date: _____
 Project Title: _____ Claim Number: _____
 Telephone Number: _____ Claim Period: _____
 Name of Person Completing Form: _____

1. Total Federal Budget _____	2. Amount of this Invoice _____
3. Amount of Previous Invoices _____	4. Remaining Budget Balance <u>\$0.00</u>
(Subtract lines 2 & 3 from line 1)	

	AGENCY Requested Amount for Reimbursement (as indicated on Line 2 above)	FOR OMB USE ONLY: Approved Amount for Reimbursement
Salaries & Benefits	_____	_____
Contractual Services	_____	_____
Expenses	_____	_____
Operating Capital Outlay	_____	_____
Total Claim Amount	<u>\$0.00</u>	_____

The above amount indicated as our agency's "Total Claim Amount" is being requested for reimbursement which is in accordance with our contract agreement. Also, supporting documentation has been provided with this package which substantiates the above "Total Claim Amount" requested by our agency.

I hereby certify that all of the costs have been paid and none of the items have been previously reimbursed. All of the expenditures comply with the authorized budget and fall within the contractual scope of services and all of the goods and services have been received, for which reimbursement is requested.

Respectfully submitted,

 Authorized Signature (Chief of Police/Other City Official)

 Payment Approved, Miami-Dade County OMB

FOR OMB USE ONLY

G/L Coding _____
 Invoice Number: _____ Invoice Description: _____
 Vendor #: _____ Voucher #: VQBU _____
 Index Code: _____
 Amount to Pay: _____ Package Reviewed by Liaison: _____
 Subject: _____ Date Submitted by Liaison in IWA: _____
 Resolution: _____

SUPPORTING DOCUMENTATION FOR THIS PAYMENT MAINTAINED BY OMB-GRANTS COORDINATION

Duf

SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(Salaries and Benefits)

Name of Agency/City: _____ Date: _____

Project Title: _____ Claim Number: _____

	Name Officer/Staff	Date of Activity	Type of Activity*	Total Hours	Total Amount
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____

*(Presentation, Parent Meeting, Field trip, etc.)

Total Amount for Salaries and Benefits (if applicable): _____ \$0.00

Total Hours: _____ 0.00

I CERTIFY THAT PAYMENT FOR THE AMOUNT OF _____ \$0.00 IS CORRECT.

BELOW IS THE SIGNATURE OF EACH STAFF (EMPLOYEE) IN THE ORDER LISTED ABOVE:

- 1 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 2 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 3 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 4 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 5 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 6 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 7 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 8 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____

I VERIFY THAT THE ABOVE SERVICES WERE PROVIDED:

CHIEF OF POLICE/CITY OFFICIAL SIGNATURE: _____

Note: Payroll registers, time sheets and OT slips (if applicable), documenting payroll expenses must be attached to process this reimbursement.

Out

SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(Contractual Services)

Name of Agency/City: _____ Date: _____

Project Title: _____ Claim Number: _____

<u>Vendor Name</u>	<u>Item Description</u>	<u>Date Paid</u>	<u>Check/ACH Number</u>	<u>Amount</u>

TOTAL CONTRACTUAL SERVICES AMOUNT: _____ \$0.00

NOTE: Copies of all invoices, cancelled checks, purchase orders for this request must be attached to process this reimbursement.

ert

SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(Expense)

Name of Agency/City: _____ Date: _____

Project Title: _____ Claim Number: _____

Vendor Name	Item Description	Date Paid	Check/ACH Number	Amount

TOTAL EXPENSE AMOUNT: _____ \$0.00

NOTE: Copies of all invoices, cancelled checks, and purchase orders for this request must be attached to process this reimbursement.

Qxy

SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(Operating Capital Outlay)

Name of Agency/City: _____

Date: _____

Project Title: _____

Claim Number: _____

<u>Vendor Name</u>	<u>Item Description</u>	<u>Date Paid</u>	<u>Check/ACH Number</u>	<u>Amount</u>

TOTAL OPERATING CAPITAL OUTLAY AMOUNT: _____ \$0.00 _____

NOTE: Copies of all invoices, cancelled checks, purchase orders for this request must be attached to process this reimbursement.

ent

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

N/A

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in the County jail for up to sixty (60) days or both.

X II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?
 Yes No
2. Does your firm provide paid health care benefits for its employees?
 Yes No
3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White: <u>98</u> Males <u>55</u> Females	Asian: <u>5</u> Males <u>2</u> Females
Black: <u>193</u> Males <u>103</u> Females	American Indian: <u> </u> Males <u> </u> Females
Hispanics: <u>95</u> Males <u>39</u> Females	Aleut (Eskimo): <u> </u> Males <u> </u> Females
<u> </u> : <u> </u> Males <u> </u> Females:	<u> </u> : <u> </u> Males <u> </u> Females

XIII. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

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The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

- N/A The firm does not have annual gross revenues in excess of \$5,000,000.
- N/A The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W, 1st Avenue, 28th Floor, Miami, Florida 33128.
- X The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;
- N/A The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County has X has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County has X has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

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X VI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

X VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

X VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

X IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

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N/AX. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

XXI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By: _____ (Signature of Affiant) _____ (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by _____ He/She is personally

known to me or has presented _____ as identification.

(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

Notary Public – Stamp State of _____
(State)

Notary Seal

Out

Form A-12
Code of Business Ethics

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate document attached to Form A-12.

Compliance with Government Rules and Regulations

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consulting, Vendors, and Suppliers

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;
- We, the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors;
- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.
- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public service and the political process to the extent permitted by law;
- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law;
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

Out

- We, the undersigned Proposer will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity;

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc;

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

By: _____
(Signature of Affiant)

(Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by _____, He/She

is personally known to me or has presented _____
(Type of Identification)

as identification.

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

ert

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129, Section 1)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

By: _____ (Signature of Affiant) _____ (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____
200__ by _____. He/She
is personally known to me or has presented _____
(Type of Identification)

as identification.

(Signature of Notary) _____ (Serial Number)

(Print or Stamp of Notary) _____ (Expiration Date)

Notary Public – Stamp State of _____
(State)

Notary Seal

enf

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Miami-Dade County

by _____
(print individual's name and title)

for _____
(print Name of entity submitting sworn statement)

whose business address is 17011 N.E 19th Ave., 4th Floor, NMB, FL

and if applicable its Federal Employer Identification Number (FEIN) is 59-6000389
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

N/A The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

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

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of Identification)

(Printed typed or stamped commissioned name of notary public)

ent

JAG/BYRNE GRANT ADMINISTRATION

PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Ordinance 97-104)

Name of Organization: City of North Miami Beach Address: 17011 N.E 19th Ave NMB, FL

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit the list of first tier subcontractors or sub-consultants who will perform any part of the Scope of Services Work, if this Contract is for \$100,000 or more.

The Provider must complete this information. If the Provider will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

<u>NAME OF SUBCONTRACTOR OR SUB-CONSULTANT</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
--	----------------	-----------------------

No subcontractors will be used.

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit a list of suppliers who will supply materials for the Scope of Services to the Provider, if this Contract is \$100,000 or more.

The Provider must fill out this information. If the Provider will not use suppliers, the Provider must state "No suppliers will be used", do not state "N/A".

<u>NAME OF SUPPLIER</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
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No suppliers will be used.

I hereby certify that the foregoing information is true, correct and complete:

Signature of Authorized Representative: _____

Title: City Manager Date: _____

Firm Name: City of North Miami Beach Fed. ID No. 59-6000389

Address: 17011 N.E 19th Ave City/ State/Zip: NMB FL 33162

Telephone: (305) 948-2900 Fax: (305) 957-3602 E-mail: nmbmgr@citynmb.com

ent



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

Print

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager
VIA: Paulette Murphy, Director of Leisure Services
Susan Sandness, Library Manager
DATE: Tuesday, December 3, 2013

RE: Resolution No. R2013-73 (Director of Leisure Services Paulette Murphy)

BACKGROUND ANALYSIS:

As required for the Library's application for State Aid to Libraries, libraries seeking State funding are required to submit an annual plan that describes their goals in serving the public. The amount of funding varies from each fiscal year, however it is anticipated that the NMB Library will receive approximately \$18,000 to be used in performing library services.

RECOMMENDATION:

Staff is recommending approval of the resolution.

FISCAL/BUDGETARY IMPACT:

An increase to the library's overall funding to be used for library services.

ATTACHMENTS:

- [Resolution No. R2013-73](#)
- [Library Annual Plan FY 2014](#)

RESOLUTION NO. R2013-73

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,
APPROVING THE 2014 FISCAL YEAR ANNUAL PLAN OF
SERVICE FOR THE LIBRARY AND FORWARDING THE
PLAN TO THE FLORIDA DEPARTMENT OF STATE,
DIVISION OF LIBRARY AND INFORMATION SERVICES.**

WHEREAS, the Florida Department of State, Division of Library and Information Services, provides operating grants to public libraries under the provisions of Chapter 257, Florida Statutes; and

WHEREAS, the North Miami Beach Public Library uses State aid revenues to purchase library materials to enhance its collection and services; and

WHEREAS, this grant is based solely on the State's availability of funds and the library's overall budget; and

WHEREAS, these State funds will allow the community to have a library that is attractive, accessible, safe and convenient to enhance the use of the library; and

WHEREAS, the Mayor and City Council recognize that the grant funding will allow the community to have access to materials, programs and services for formal and informal educational development of many individuals.

NOW, THEREFORE,

BE IT RESOLVED by the City of North Miami Beach, Florida

Section 1. The 2014 Fiscal Year Annual Plan of Service for the City of North Miami Beach public library, attached hereto and incorporated herein as Exhibit "A", is hereby approved by the City of North Miami Beach.

RESOLUTION R2013-73

Section 2. The City Council hereby authorizes the City Manager to submit the North Miami Beach public library's 2014 Fiscal Year Annual Plan of Service to the Florida Department of State, Division of Library and Information Services.

Section 3. All funds received as a result of any State aid/assistance will be centrally expended as a part of the library's budget.

Section 4. This resolution shall become effective upon its passage and adoption.

APPROVED AND ADOPTED by the City Council of the City of North Miami Beach, Florida, at the regular meeting assembled this _____ **day of December, 2013.**

ATTEST:

PAMELA L. LATIMORE
CITY CLERK
(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

RESOLUTION R2013-73

North Miami Beach Public Library
ANNUAL PLAN
FY 2014

GOAL #1 —Residents of all ages and skill levels will have access to print and digital media, computers and Internet service that will provide access to needed e Government services and a wide variety of popular and in-depth information for sustainability, personal development, and recreational reading and activities with the assistance of professional and knowledgeable staff.

- Objective A—Maintain print and media collections and develop an eBook collection based on current library services and demand priorities.
- Objective B—Provide high-demand titles at a level that ensures residents requests are met in a timely manner.
- Objective C- Increase professional staffing per capita to develop, increase and improve professional service to the community.
- Objective D—Research website and online catalog revision options to provide user-friendly access to collections and research databases.
- Objective E—Provide access and increase end user accessibility to expanded on line research site and community resources that amplifies service on NMBPL's Website. (ie. Florida Electronic Library, databases, e-Gov links)
- Objective F—Market our materials and services to reach more residents.
- Objective G—Develop a high-demand young adult collection.
- Objective H—Continue in-house staff training and cross-training through professional memberships and on-line classes for improved service and program development.

GOAL #2 —Residents of all ages will have the opportunity for self-directed personal and intellectual development.

- Objective A—Maintain a varied collection, from simple to challenging, of current and classic materials.
- Objective B—Provide assistance in locating information, materials and resources; in-house, online and in other libraries
- Objective C—Locate and utilize digital, social media, and print marketing material of library resources and services, as staffing permits.
- Objective D—Create digital and local topical displays promoting specific subject areas, as staffing permits.
- Objective E— Present programs promoting literacy, library resources, and community interests as time and staffing permits.

GOAL #3 —*Residents will have literacy support and practical life skills materials (health, family relations, communication, housing, work and study skills, legal issues, personal finance, pregnancy and parenting, safety and careers) and professional staff to assist them in the research of development of skills essential for daily tasks and becoming increasingly self-sufficient.*

- Objective A—Provide ESL and life skills materials at all levels to support residents' efforts to improve their lives.
- Objective B—Promote availability of these materials through displays, press releases, government access cable, social media, and contacts with adult education/ESL teachers and community organizations, as staffing permits.
- Objective C—Continue providing tutoring spaces and encourage the expansion of literacy tutoring programs.
- Objective D—Create and provide access to language development material, electronic resources, and a language learning computer station and equipment providing English language skills, as staffing permits.

GOAL #4 —*Residents will have wide access to education, career, small business and job search information through print and electronic access as demanded by current technology trends.*

- Objective A— Provide a wide variety of exam preparation guides for G.E.D. and college admittance, scholarships, careers/promotional opportunities and job-skills guides in varied media formats.
- Objective B— Create informational guides digitally and in print on a variety of job-search skills such as creating resumes, filling out applications, interviewing, etc. available locally and electronically.
- Objective C— Provide variety of information about/for small businesses as well as career alternatives, e.g. working at home, doing business on the Internet, etc., as staffing permits.

GOAL #5 —*Residents will have information about community agencies and organizations that provide essential services.*

- Objective A —Stock free literature for the public and refer residents to them as needed.
- Objective B- Create electronic page that will provide single point access to local service agencies.

GOAL #6 —*Residents will have the opportunity to celebrate their own heritage as well as gain an understanding of those of others.*

- Objective A— Provide a collection of materials for all age groups in a variety of formats relating to the various cultures and ethnic groups in the community.

- Objective B—Provide programs and special displays reflecting the cultural heritages of the community, as time and staff permit.
- Objective C—Develop and maintain partnerships with local multicultural organizations to enhance the library's relevance to community needs, as time and staff permit.

GOAL #7 —Children and young people will have the opportunity to experience the pleasure of reading and its importance to life-long learning genuine success.

- Objective A—Provide attractive materials, computers and databases, software, and professional guidance to assist children in becoming life-long readers as staffing permits.
- Objective B —Provide literature-based activities for all ages, as time and staff permit.
- Objective C- Provide programming that supports and enhances CORE and STEM Curriculum for successful resident student achievement.
- Objective D- Establish contacts, develop and promote library programs in area elementary and secondary schools, day care centers, and nursery to promote reading enjoyment and student success, as time an staff permit.
- Objective E- Increase participation in Summer Reading Program.
- Objective F- Promote Reading among teenagers in a variety of ways including developing and implementing a Teen Summer Reading Program, as time and staff permit.

Goal #8 —Residents will have access to an attractive, safe, convenient facility and professional services to encourage wide-spread use of the library and its resources.

- Objective A—Ensure that the library is clean, comfortable inviting and secure.
- Objective B—Provide comfortable and neutral public meeting spaces and offer a range of media technologies for program providers.
- Objective C—Expand efforts to create a more colorful, up-to-date and appealing Children's Room – build on our successes.



City of North Miami Beach
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North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

Print

TO: Mayor and City Council
FROM: Darcee S. Siegel, City Attorney
VIA: Darcee S. Siegel, City Attorney
DATE: Tuesday, December 3, 2013

RE: Litigation List

**BACKGROUND
ANALYSIS:
RECOMMENDATION:
FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

[Litigation List](#)

TO: Mayor and City Council
FROM: Darcee S. Siegel, City Attorney
DATE: December 3, 2013

LITIGATION LIST

I. Civil Rights:

Maryla Madura v CNMB, Marciante and Sanchez SETTLED

II. Personal Injury:

III. Other Litigation:

Venetia Coffey v CNMB SETTLED

IV. Forfeitures:

V. Mortgage Foreclosures:

JPMorgan v CNMB (Gutierrez) VOLUNTARY DISMISSAL

Bank of America v CNMB (Sanchez) PROPERTY SOLD

VI. Bankruptcies:

Faber, Marcia Lynn DISCHARGED



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MEMORANDUM

Print

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager
VIA: Shari Kamali, Director of Public Services
DATE: Tuesday, December 3, 2013

RE: SMG Entertainment, Inc. DBA Black Diamonds (Director of Public Services Shari Kamali)

BACKGROUND ANALYSIS:

On November 12, 2013, SMG Entertainment, Inc. DBA Black Diamonds applied for a Business Tax Receipt (BTR) for a 4 AM to 6 AM Extension of Hours an Adult Entertainment Establishment.

Per the City's Code of Ordinances, this initial application for the six month approval is to be made by the City Council.

RECOMMENDATION:

FISCAL/BUDGETARY IMPACT: None.

ATTACHMENTS:

- [Business Tax Receipt Application & Police Background Check](#)



ACCOUNT #
794257
 CZU: _____

Business Tax Receipt Application

Please make sure to fill out the application completely and legibly, and that you submit all required documentation to prevent any delays or denial of your application. If a question does not apply, please write N/A for that item. Payment of fees due upon application does not constitute approval. If you open your business prior to receiving your Business Tax Receipt, the City may charge additional penalty fees, place a lien on this property, or shutdown your business.

PENDING APPROVAL

New Business

Transfer of Location From: R. SMG Entertainment, Inc.

Transfer of Ownership From: _____

Date Applied: <u>11/12/13</u> <u>8/16/2013</u>	Date Opening: <u>11/20/13</u> <u>10-1-2013</u>	Hours & Days of Operation:
Trade/DBA Name: <u>Black Diamonds</u> <u>SMG Entertainment, Inc.</u>	Corporate Name: <u>SMG Entertainment, Inc.</u>	
Business Address: <u>17450 Biscayne Blvd, NMB, FL 33160</u>	Mailing Address: <u>(Same)</u>	
Business Phone: <u>954-415-4164</u>	Alternate Phone: <u>786-279-1600 (Norman C. Powell, Esq.)</u>	
Business Fax:	Plaza/Building Name:	
E-mail:	Website:	

Name, Title and Home Address of All Persons Associated With the Business: (If additional space is needed, please attach.)

- Michael A Goldfarb, President
- 10902 NW. 70th Court, Parkland, Florida 33076
-
-

Complete Information Below, if applicable:

Fictitious Name Registration (Please submit a copy of your registration with the application.) **OR** check the appropriate box below: This certifies that the above-named business is exempt from registering for a fictitious name for the following reason: (check one)

- It is a registered legal entity with the State of Florida.
- I am licensed by the Department of Business & Professional Regulation or the Department of Health.
- It is operated under the legal name(s) of the owner(s).

Federal Tax Id #: 20 074 6615 Incorporation Reg #: 704 000033830
 State Certificate #: _____ (Please submit a copy with the application.) Square Footage of Space: 6,071 sq. ft.

- Is this business location run on Septic Service? Yes No
- Previous Business Use of Property: _____ Previous Business's Name: _____
- Is this a minority-owned business? (optional) Yes No
- Are you interested in receiving information from the City regarding economic development opportunities, programs or grants? Yes No
- Total number of employees: 30

Property Owner/Landlord Name: <u>X DSG HOLDING, CO</u> (if different from business owner)	Trade/DBA Name:
Mailing Address: <u>PO Box 500399</u> <u>Marathon FL 33050</u>	Business Phone: <u>305 743-0072</u>

OFFICE USE ONLY:
 CRA YES NO

DETERMINATION OF BUSINESS TAX FEES

Nature of Business: Please provide a detailed description of what products will be sold and what services will be rendered.

Adult Entertainment / Female Nude Dancing
X EXTENSION OF HOURS 4-6 AM

1. Are you sharing space with another business? Yes No - If YES, Business Name: _____
 (Please submit a letter from this Business verifying same.)
2. Will you be serving alcohol on the premises? Yes No - If YES, do you have a 2COP 4COPSRX 4COP
3. Are you requesting an extension of hours? Yes No - If YES, select: 2:00 am - 4:00 am 4:00 am - 6:00 am
4. Is this business going to have retail or wholesale? Yes No - If YES, provide the Cost of Inventory: \$ 5,000
5. Is this a home-based business? Yes No - If YES, indicate your vehicle: Make: _____ Model: _____ Year: _____
6. Are you designated by the IRS as a 501(c)3? Yes No - If YES, please submit documentation of status.
7. Are you claiming any exemptions per F.S. Chapter 205? Yes No - If YES, please submit documentation of status.

I, Michael A. Goldfarb, as authorized agent for the above-referenced business do hereby certify that:

1. I have read, understand and will comply with all applicable ordinances of the City of North Miami Beach as it may relate directly to the nature of this business.
2. I will not open a business prior to paying for and receiving my City Business Tax Receipt and my Miami-Dade County Business Tax Receipt (if applicable).
3. I understand that any false or misleading information or failure to comply with the Code of Ordinances of the City of North Miami Beach at anytime could result in the shutdown of my business, a lien being placed on the property, revocation of my City Business Tax Receipt, and additional fines, penalties, and cost collection fees.
4. I acknowledge that my Business Tax Receipt expires on September 30th of each year and that I am responsible for annually submitting all required documents and applicable fees prior to that date or I will be responsible for ALL additional fines, penalties, and cost collection fees provided for by the Code of the City of North Miami Beach and ALL applicable Florida Statutes.
5. I will immediately notify the City, in writing, if this business has any change(s) of ownership, location, contact information, nature of business and/or when this business ceases operations.
6. I understand that the following fees are non-refundable, as per Chapter XII of the City's Code of Ordinances: Application Fee, Building Inspection Fee, and Certification of Zoning Fee.

X [Signature] Date: 11/12/13
8-15-2013
 Signature of Authorized Agent
Michael Goldfarb Title: President
 Print Name

Fees & Payment Information (For Office Use Only)					
Class Code:	4182	3150	Application Fee	35 ⁰⁰	Total Due: \$3235 ⁰⁰
Class Code:			Certificate of Zoning Use Fee		PAID
Class Code:			Building Inspection Fee	50 ⁰⁰	
Class Code:			Penalties	Late Fee	
Class Code:			Transfer Fee		Received By: <u>[Signature]</u> Date Routed: <u>11/12/13</u>

Administrative Approvals (For Review Departments Use Only)			
Department	Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Date

City of North Miami Beach Police Department

Inter-Office Memorandum

To: Shari Kamali
Public Services Director

Date: 11/13/13

From: Kathy Katerman
A/ Chief of Police



Subject: SMG Entertainment
D/b/a "Black Diamond"

Per your Memorandum dated 11/12/2013, requesting an investigation into the listed business of SMG Entertainment Inc. d/b/a "Black Diamond" 17450 Biscayne Blvd. The following was learned:

Using the SUNBIZ Florida Documents Program, corporate listings revealed that SMG Entertainment Inc. is listed as an "Active" Corporation(P0400003380). The registered agent is Michael Goldfarb.

A request for background history was made with Florida Department of Law Enforcement for those person's listed on the occupational license application addendum. Those person's listed have no current criminal history in the State of Florida.

As per your request a call for service history was conducted for the time frame of 08/22/2013 through 11/13/2013; there were two (2) calls for service during this time frame, related to the actual business. (1) Domestic Disturbances @ 0500 hrs. (1) Sick or Injured Person @ 0341 hrs.

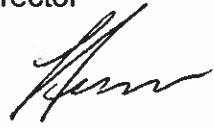
City of North Miami Beach Police Department

Inter-Office Memorandum

To: Shari Kamali
Public Services Director

Date: 8/21/13

From: Larry Gomer
Chief of Police



Subject: SMG Entertainment
D/b/a Swinging Richard

Per your Memorandum dated 08/14/2013, requesting an investigation into the listed business of SMG Entertainment Inc. d/b/a Swinging Richard's 17450 Biscayne Blvd. The following was learned:

Using the SUNBIZ Florida Documents Program, corporate listings revealed that SMG Entertainment Inc. is listed as an "Active" Corporation (FEIN 20-0746615).

A request for background history was made with Florida Department of Law Enforcement for those person's listed on the occupational license application addendum. Those person's listed have no current criminal history in the State of Florida.

As per your request, a call for service history was conducted for the time frame of 09/06/2012 through 08/21/2013; there were nineteen (19) calls for service during this time frame, related to the actual business. (10) Investigations, (4) disturbances, (2) battery investigations, (3) accidents.

Calls for Service for Swinging Richards

From 09/06/2012 through 08/21/2013

Investigations:

- 1) 09/15/2012 @ 0329 hrs. Stolen Wallet
- 2) 11/20/2012 @ 0943 hrs. theft of \$2,000.00 2012-1120-04
- 3) 11/26/2012 @ 1520 hrs. fraud investigation
- 4) 12/29/2012 @ 1423 hrs. fraud investigation
- 5) 01/01/2013 @ 1331 hrs. burglary to a vehicle
- 6) 02/03/2013 @ 0437 hrs. lost or stolen tag
- 7) 03/15/2013 @ 1944 hrs. found property (cell phone)
- 8) 05/11/2013 @ 0222 hrs. theft of a gold chain 2013-0511-02
- 9) 05/18/2013 @ 0249 hrs. fraud investigation
- 10) 07/22/2013 @ 0233 hrs. burglary in progress arrest 2013-0722-01

Disturbance:

- 1) 09/16/2012 @ 0118 hrs. Disturbance between patrons.
- 2) 04/06/2013 @ 2233 hrs. disturbance caused by intoxicated patron
- 3) 07/26/2013 @ 0008 hrs. combative violent patron arrest 2013-0726-01
- 4) 08/01/2013 @ 0210 hrs. disturbance between employee and patron _____

Battery/Assault:

- 1) 03/02/2013 @ 0250 hrs. Assault 2013-0302-03 _____
- 2) 04/26/2013 @ 0253 hrs. Assault 2013-0426-02 _____

Accidents:

- 1) 02/02/2013 @ 2235 hrs. parking lot accident _____
- 2) 03/07/2013 @ 1711 hrs. hit and run
- 3) 04/17/2013 @ 0335 hrs. hit and run _____



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MEMORANDUM

Print

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager
VIA: Mac Serda, Assistant City Manager
DATE: Tuesday, December 3, 2013

RE: Ordinance No. 2013-19 - Second and Final Reading (Assistant City Manager Mac Serda)

**BACKGROUND
ANALYSIS:**

This Ordinance amends the Retirement Plan and Trust for General Employees regarding the Police Communication Officers (PCOs) who are members of the IUPA collective bargaining agreement, but participants in the general employees retirement plan. While this pension plan was amended on September 11, 2013 to reflect the ratified AFSCME collective bargaining agreement, the ordinance could not affect the PCOs until the impasse proceedings with IUPA and the City had reached a conclusion.

The conclusion of the impasse proceedings followed almost two years of negotiations between the City and IUPA when an impasse was declared in February 2013. After declaring impasse, the two parties mutually selected a Special Magistrate and the Magistrate issued a report on July 5, 2013 recommending in favor of the City's pension proposal.

Below is a summary of the changes to the pension plan that are proposed to take effect on December 1, 2013. With the exception of the elimination of the 66 2/3% approval of active members for any changes to the pension plan, all other items apply only to the pension participants who have not attained normal retirement eligibility (age 55 and 25 years of service, or

age 62).

- Elimination of the 66 2/3% approval of active members to amend the plan's provisions
- Normal retirement is changed to 59 with 30 years of service or age 66 with 6 years of service
- There will be no guaranteed Cost Of Living Adjustment (COLA)
- The pension "multiplier" will be 2%
- The Deferred Retirement Option Program (DROP) will be closed.

The changes proposed are prospective, and do not affect any benefit already earned by an employee.

RECOMMENDATION:

Staff recommends approval of the amended ordinance.

**FISCAL/BUDGETARY
IMPACT:**

The actuarial study from GRS & Company indicated that the proposed Ordinance will result in a decrease to the City's pension contribution of \$47,793 in FY 2014.

ATTACHMENTS:

- ▢ [Ordinance No. 2013-19](#)
- ▢ [Actuarial Impact Letter](#)

ORDINANCE NO. 2013-19

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AMENDING THE RETIREMENT PLAN FOR GENERAL EMPLOYEES OF THE CITY OF NORTH MIAMI BEACH BY AMENDING SECTION 3.05 PURCHASE OF CREDITED SERVICE; AMENDING SECTION 6.01, NORMAL RETIREMENT; AMENDING SECTION 6.02, EARLY RETIREMENT AND RETIREMENT INCOME; AMENDING SECTION 6.04, BENEFITS OTHER THAN ON RETIREMENT; AMENDING SECTION 6.13, COST OF LIVING ADJUSTMENTS; AMENDING SECTION 6.14, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach has established and maintains a Retirement Plan for General Employees of the City of North Miami Beach (“Retirement Plan”); and

WHEREAS, City employees in the classification of police communications officer participate in the retirement Plan and are in the bargaining unit represented by the International Association of Police Associations, Local 6005, AFL-CIO (“IUPA”); and

WHEREAS, the City and IUPA engaged in collective bargaining negotiations for more than one year in an effort to negotiate an agreement to succeed the 2009-2011 collective bargaining agreement; and

WHEREAS, one of the main issues in collective bargaining involved the City’s proposal to reform the Retirement Plan, which as of October 1, 2012 had unfunded liabilities of more than \$36 million, and an annual required City contribution of more than \$4.2 million (40% of payroll); and

WHEREAS, the City and IUPA were unable to reach a negotiated agreement, and an impasse was declared in February 2013; and

WHEREAS, in accordance with Section 447.403, Florida Statutes, a Special Magistrate was appointed by the Florida Public Employees Relations Commission to conduct a hearing at which both parties presented evidence and argument in support of their positions, and following the hearing issued a report and recommendations on the disputed issues; and

WHEREAS, the Special Magistrate issued a report on July 5, 2013, recommending in favor of the City's pension proposal, and finding that "the changes to the pension plans proposed by the City are reasonable and necessary as they will help reduce the ever growing pension payments and create a path toward a more sustainable and yet still generous benefit for City employees"; and

WHEREAS, on September 17, 2013, the Mayor and City Council of the City of North Miami Beach took final action pursuant to Section 447.403, Florida Statutes, to resolve the impasse in collective bargaining negotiations between the City and IUPA, and determined that the City's pension reform proposal as recommended by the Special Magistrate should be implemented; and

WHEREAS, in order to implement the changes contained in the City's pension reform proposal, it is necessary to amend the Retirement Plan; and

WHEREAS, the City has obtained an actuarial impact statement concerning the changes, which reflects cost savings to the City and no detrimental financial impact on the City's Plan; and

WHEREAS, the Mayor and City Council of the City of North Miami Beach believe that it is their responsibility and obligation to amend the Retirement Plan in order to continue a viable pension for its general employees.

NOW, THEREFORE,

BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida.

Section 1. Article III, Section 3.05 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled “Purchase of Credited Service”, is proposed to be amended as follows:

Section 3.05 Purchase of Credited Service

(a) **Purchase of Credited Service for Prior Military Services** - Participants of the Plan shall have the option to receive credited service for all purposes of this Plan, for the time while in the active United States military service under the following conditions.

- (1) Participants who wish to receive credit for service will be required to make a contribution for such service which will be sufficient to pay for the full actuarial cost of the additional service, including any administrative costs associated with the purchase. A participant may purchase United States military service time in increments of six (6) months and up to a maximum of four (4) years or the time of military service. Once a time period is chosen for purchase, the period cannot be adjusted. The purchase of military service is subject to the Retirement Committee's receipt of proof of the employee's military service.
- (2) As part of the application for the purchase of such credited service, the participant shall elect either to contribute to the Plan the cost of such purchased credited service or to have all or a portion of the contributions for the cost of said purchased credited service picked up by the City. If the participant elects to have contributions picked up by the City, the participant must execute an irrevocable, binding payroll deduction authorization form with respect to these contributions, the participant shall not be entitled any option of choosing to receive the contributed amounts directly instead of having them paid by the City to the Plan and the participant while employed by the City shall not be able to make payment directly to the Plan for such purchased credited service. With respect to any participant's contributions which are picked up by the City, the effective date of the pick-up by the City shall be the later of the adoption of this Ordinance or the execution of the payroll deduction authorization form. This pick-up does not apply to any contributions made before the effective date or to any contribution that relates to compensation earned for services before the effective date. Participant contributions made pursuant to a binding irrevocable payroll deduction authorization to have such contributions picked up for the purpose of purchasing credited service hereunder shall be designated and considered as employee contributions, even though they are being paid by the City in lieu of the contributions paid directly by the participant. Any payroll deduction authorizations in effect for the purchase of such credited service as of the effective date of this

Ordinance are void. The contributions made pursuant to this section are designated as being picked up by the City and paid from the same source as the payment of salary and wages to these participants. If the cost of the purchased service credits is not paid in full prior to the termination of the participant's employment, then the balance due the Plan for the purchased credited service shall be picked up by the City from any payment due to the participant by the City for unused accrued leave (termination pay) and the irrevocable payroll deduction authorization form described above, shall so provide, except pick-up from termination pay is allowed only if said form was signed three (3) months or more before the employee's termination date. Should, after termination of the participant's employment and the City pick-up of any remaining contribution due from the participant's payment for accrued unused leave (which only includes payments available upon termination which would be reportable on Form W-2 as taxable wages but for the pickup) a balance still remain due for the purchase of credited service, then, at the participant's option, the Plan shall reduce the amount of service purchased to conform with the amount of contributions therefore picked up by the City and paid to the Plan or the participant may elect to make a lump-sum contribution for the balance due subject to the limitations of Section 415 of the internal Revenue Code. If the participant elects to make a lump-sum contribution for the balance due, such payment shall be made by the participant prior to the date that the participant's first monthly pension benefit payment is due.

- (3) The participant did not receive credited service for the time spent in the Armed Forces from any military retirement or pension system.
- (4) If, upon adoption of this Ordinance, a participant has previously agreed to purchase credited service but has not yet made full payment for that credited service, then the participant may elect City pick-up of the contribution remaining due the Plan pursuant to the procedures and provisions set forth above. The irrevocable payroll deduction authorization form electing such City pick-up must be signed within three months after the adoption of this Ordinance.
- (5) Notwithstanding any other provision of this subsection (a), the purchase of credited service for prior military service shall not be available to any participant in the IUPA bargaining unit who has not purchased or agreed to purchase such credited service through payroll deduction prior to ~~December 1, 2013~~ January 1, 2014.

(b) **Purchase of Credited Service for Prior Periods of Service with Other Public Employers or for Service with the City of North Miami Beach as a Contract Employee** - Participants under the Plan shall have the option to receive credited service for all purposes of this Plan, for periods of service with other public employers or for service with the City of North Miami Beach as a contract employee, under the following conditions.

- (1) Participants who wish to receive credit for this service will be required to make a contribution for such service which will be sufficient to pay for the total full

actuarial cost of the additional service, including any administrative costs associated with the purchase. A participant may purchase other public employee service time in increments of six (6) months and up to a maximum of the lesser of four (4) years or the number of full years of service with the other public employer or as a contract employee with the City of North Miami Beach. Once a time period is chosen for purchase, the period cannot be adjusted. The purchase of other public employer service time is subject to the Retirement Committee's receipt of proof of the employee's employment with the other public employer and participation in the other public employer's pension plan.

- (2) As part of the application for the purchase of such credited service, the participant shall elect either to contribute to the Plan the cost of such purchased credited service or to have all or a portion of the contributions for the cost of said purchased credited service picked up by the City. If the participant elects to have contributions picked up by the City, the participant must execute an irrevocable, binding payroll deduction authorization form with respect to these contributions, the participant shall not be entitled any option of choosing to receive the contributed amounts directly instead of having them paid by the City to the Plan and the participant while employed by the City shall not be able to make payment directly to the Plan for such purchased credited service. With respect to any participant's contributions which are picked up by the City, the effective date of the pick-up by the City shall be the later of the adoption of this Ordinance or the execution of the payroll deduction authorization form. This pick-up does not apply to any contributions made before the effective date or to any contribution that relates to compensation earned for services before the effective date. Participant contributions made pursuant to a binding irrevocable payroll deduction authorization to have such contributions picked up for the purpose of purchasing credited service hereunder shall be designated and considered as employee contributions, even though they are being paid by the City in lieu of the contributions paid directly by the participant. Any payroll deduction authorizations in effect for the purchase of such credited service as of the effective date of this Ordinance are void. The contributions made pursuant to this section are designated as being picked up by the City and paid from the same source as the payment of salary and wages to these participants. If the cost of the purchased service credits is not paid in full prior to the termination of the participant's employment, then the balance due the Plan for the purchased credited service shall be picked up by the City from any payment due to the participant by the City for unused accrued leave (termination pay) and the irrevocable payroll deduction authorization form described above, shall so provide, except pick-up from termination pay is allowed only if said form was signed three (3) months or more before the employee's termination date. Should, after termination of the participant's employment and the City pick-up of any remaining contribution due from the participant's payment for accrued unused leave (which only includes payments available upon termination which would be reportable on Form W-2 as taxable wages but for the pick-up) a balance still remain due for the purchase of credited service, then, at the participant's option, the Plan shall reduce the amount of service purchased to

conform with the amount of contributions therefore picked up by the City and paid to the Plan or the participant may elect to make a lump-sum contribution for the balance due subject to the limitations of Section 415 of the Internal Revenue Code. If the participant elects to make a lump-sum contribution for the balance due, such payment shall be made by the participant prior to the date that the participant's first monthly pension benefit payment is due.

- (3) The participant did not receive credited service from any other retirement or pension system.
- (4) If, upon adoption of this Ordinance, a participant has previously agreed to purchase credited service but has not yet made full payment for that credited service, then the participant may elect City pick-up of the contribution remaining due to the Plan pursuant to the procedures and provisions set forth above. The irrevocable payroll deduction authorization form electing such City pick-up must be signed within three (3) months after the adoption of this Ordinance.
- (5) Notwithstanding any other provision of this subsection (b), the purchase of credited service for prior service with other public employers or for service with the City of North Miami Beach as a contract employee shall not be available to any participant in the IUPA bargaining unit who has not purchased or agreed to purchase such credited service through payroll deduction prior to ~~December 1, 2013~~ **January 1, 2014.**

* * *

Section 2. Article VI, Section 6.01 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled "Normal Retirement", is proposed to be amended as follows:

Section 6.01 NORMAL RETIREMENT

- (a) Normal Retirement Defined - Normal retirement under the Plan is retirement from the service of the City on or after the normal retirement date.
- (b) Normal Retirement Date
 - (1) The normal retirement date of each participant will be the first day of the month coincident with or next following the date he attains age 62, or, effective July 1, 1998, completes 20 years of service after having reached the age of 55. Notwithstanding the preceding sentence;
 - a. The normal retirement date for participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit who are employed and not participating in the DROP on September 30, 2013, and who on that date have not attained age 62 or age 55 with 20 or more years of credited service, shall be age 62 with 10 or more years of credited service, or age 60 with 25 or more years of credited service. Participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit

who are employed and not participating in the DROP on September 30, 2013, and who on that date have not attained age 62 or age 55 with 20 or more years of credited service, may retire upon reaching age 62 or age 55 with 20 or more years of credited service and terminating City employment or entering the DROP, and upon such retirement shall be eligible to receive the benefit based on their credited service prior to October 1, 2013; and such participants shall be eligible to receive the benefit based on their credited service on and after October 1, 2013 upon attaining age 62 with 10 or more years of credited service, or age 60 with 25 or more years of credited service, and terminating City employment or entering the DROP. The normal retirement date for participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit hired on or after October 1, 2013 shall be age 62 with 10 or more years of credited service, or age 60 with 25 or more years of credited service.

b. The normal retirement date for participants in the IUPA bargaining unit who are employed and not participating in the DROP on ~~November 30, 2013~~ **December 31, 2013**, and who on that date have not attained age 62 or age 55 with 20 or more years of credited service, shall be age 66 with 6 or more years of credited service, or age 59 with 30 or more years of credited service; provided, such participants may retire upon reaching age 62 or age 55 with 20 or more years of credited service and terminating City employment, and upon such retirement shall be eligible to receive the benefit based on their credited service prior to ~~December 1, 2013~~ **January 1, 2014**; and such participants shall be eligible to receive the benefit based on their credited service on and after ~~November 30, 2013~~ **December 31, 2013** upon attaining age 66 with 6 or more years of credited service, or age 59 with 30 or more years of credited service, and terminating City employment. The normal retirement date for participants in the IUPA bargaining unit hired on or after ~~December 1, 2013~~ **January 1, 2014** shall be age 66 with 6 or more years of credited service, or age 59 with 30 or more years of credited service.

(c) Amount of Retirement Income. The monthly amount of retirement income payable to a participant who retires on or after his normal retirement date shall be an amount as follows:

- (i) [No change]
- (ii) [No change]
- (iii) [No change]
- (iv) [No change]
- (v) [No change]
- (vi) [No change]
- (vii) [No change]
- (viii) Notwithstanding paragraph (vi) above, for credited service earned by participants in the IUPA bargaining unit on and after ~~December 1, 2013~~ **January 1, 2014**: 2.00% (.0200) of final monthly compensation multiplied by years and completed calendar months of credited service; provided, the monthly amount of retirement income

payable to each such participant who is employed and not participating in the DROP on ~~November 30, 2013~~ December 31, 2013 and who on that date has attained age 62 or age 55 with 20 years of credited service shall be an amount equal to 3.00% (.0300) of final monthly compensation multiplied by years and completed calendar months of credited service.

- (d) **Payment of Retirement Income** - The monthly retirement income payable in the event of normal retirement will be payable on the first day of each month. The first payment will be made on the participant's normal retirement date (or on the first day of the month coincident with or next following his actual retirement, if later), except as otherwise provided in section 6.01(b)(1). The last payment will be the payment due next preceding the retired participant's death. In the event the participant dies after his retirement but before he has received retirement income payments for a period of ten (10) years, the same monthly benefit will be paid for the remainder of such 10-year period to the beneficiary (or beneficiaries) designated by the participant; or, if no designated beneficiary is surviving, the same monthly benefit shall be payable for the remainder of such 10-year period as provided in Sections 7.02 (Beneficiaries) and 7.03 (Contingent Beneficiaries) hereof.

* * *

Section 3. Article VI, Section 6.02 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled “Early Retirement and Retirement Income”, is proposed to be amended as follows:

Section 6.02 EARLY RETIREMENT AND RETIREMENT INCOME

- (a) [No change]
- (b) **Payment Governed By** - In the event of early retirement, payment of retirement income will be governed by the following provisions:
- (1) Early Retirement Date - The early retirement date will be the first day of the month coincident with or next following the date a participant retires from the service of the City under the provisions of this section, prior to his normal retirement date.
- (2) Amount of Retirement Income.
The monthly amount of retirement income payable to a participant who retires prior to his normal retirement date under the provisions of this section shall be an amount as follows:
- (i) [No change]
 - (ii) [No change]
 - (iii) [No change]
 - (iv) [No change]
 - (v) [No change]
 - (vi) [No change]
 - (vii) [No change]

(viii) Notwithstanding paragraph (vi) above, for credited service earned by participants in the IUPA bargaining unit on and after ~~December 1, 2013~~ **January 1, 2014**: 2.00% (.0200) of final monthly compensation multiplied by years and completed calendar months of credited service; provided, the monthly amount of retirement income payable to each such participant who is employed and not participating in the DROP on ~~November 30, 2013~~ **December 31, 2013** and who on that date has attained age 62 or age 55 with 20 years of credited service shall be an amount equal to 3.00% (.0300) of final monthly compensation multiplied by years and completed calendar months of credited service.

(3) [No change]

Section 4. Article VI, Section 6.04 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled “Benefits Other Than on Retirement”, is proposed to be amended as follows:

Section 6.04 BENEFITS OTHER THAN ON RETIREMENT

(a) **Benefit on Termination of Service.**

(1) **Deferred Payment of Benefits** - In the event of the termination of a participant's service prior to his normal retirement date for any reason other than his death, early retirement (as described in Section 6.02) or disability retirement (as described in Section 6.03) after he has completed ten (10) years of credited service (hereafter referred to as a "terminated participant"), he will be entitled to a monthly retirement income. That monthly retirement income will be payable for 10 years certain and life thereafter and will commence on his normal retirement date (if he shall then be living) in an amount as follows, with such amount multiplied by the Vested Percentage described below.

Effective October 1, 2002, in the event of the termination of a participant's service prior to his normal retirement date for any reason other than his death, early retirement (as described in Section 6.02) or disability retirement (as described in Section 6.03) after he has completed six (6) years of credited service (hereafter referred to as a "terminated participant"), he will be entitled to a monthly retirement income. Notwithstanding the preceding sentence, effective October 1, 2013 for participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit, in the event of the termination of such participant's service prior to the normal retirement date for any reason other than his death, early retirement (as described in Section 6.02) or disability retirement (as described in Section 6.03) after completion of ten (10) years of credited service (hereafter referred to as a "terminated participant"), the participant will be entitled to a monthly retirement income. That monthly retirement income will be payable for 10

years certain and life thereafter and will commence on his normal retirement date (if he shall then be living) in an amount as follows, with such amount multiplied by the Vested Percentage described below.

- (i) [No change]
- (ii) [No change]
- (iii) [No change]
- (iv) [No change]
- (v) [No change]
- (vi) [No change]
- (vii) [No change]
- (viii) Notwithstanding paragraph (vi) above, for credited service earned by participants in the IUPA bargaining unit on and after ~~December 1, 2013~~ **January 1, 2014**: 2.00% (.0200) of final monthly compensation multiplied by years and completed calendar months of credited service; provided, the monthly amount of retirement income payable to each such participant who is employed and not participating in the DROP on ~~November 30, 2013~~ **December 31, 2013** and who on that date has attained age 62 or age 55 with 20 years of credited service shall be an amount equal to 3.00% (.0300) of final monthly compensation multiplied by years and completed calendar months of credited service

(2) **Vesting.**

- (i) [No change]
- (ii) [No change]
- (iii) [No change]
- (iv) [No change]
- (3) [No change]
- (4) [No change]
- (5) [No change]
- (6) [No change]
- (7) [No change]
- (8) [No change]
- (9) [No change]
- (10) [No change]
- (b) [No change]
- (c) [No change]

Section 5. Article VI, Section 6.13 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled “Cost of Living Adjustments”, is proposed to be amended as follows:

Section 6.13 COST OF LIVING ADJUSTMENTS

Commencing October 1, 1999, and on the first day of each October thereafter, the monthly income payable hereunder to each participant or beneficiary who has been receiving benefits under any provision of this plan for one or more years, or to any such participant's or beneficiary's surviving beneficiary, shall be increased by two and one-quarter percent (2.25%). Notwithstanding the preceding sentence;

(a) The cost of living adjustment applied to the benefits earned by participants in the AFSCME bargaining unit and participants who are not included in any bargaining unit for credited service on and after October 1, 2013 shall be three-quarters percent (0.75%) annually with the first adjustment applied on October 1 after three years following termination of employment; provided, any participant who is employed and not participating in the DROP on September 30, 2013 and who on that date has attained age 62 or age 55 with 25 or more years of credited service, shall upon retirement under section 6.01 hereof be eligible for an annual cost of living adjustment of 2.25% commencing on October 1 after one year following retirement.

(b) There shall be no cost of living adjustment applied to benefits earned by participants in the IUPA bargaining unit for credited service on and after ~~December 1, 2013~~ January 1, 2014. The City Council may from time to time grant an ad hoc cost of living adjustment to be applied to the benefits earned by communication officers, other than those who are eligible for an automatic cost of living adjustment, for credited service after the effective date of this Ordinance, whenever the cumulative net actuarial gain is sufficient to fund the adjustment and the funded ratio of the Plan (actuarial value of assets divided by actuarial accrued liability) is 100% or more.

Section 6. Article I, Section 6.14 of the Retirement Plan for General Employees of the City of North Miami Beach, entitled "Cost of Living Adjustments", is proposed to be amended as follows:

Section 6.14 DEFERRED RETIREMENT OPTION PROGRAM (DROP)

- (1) [No change]
- (2) [No change]
- (3) [No change]
- (4) [No change]
- (5) An employee is eligible to enter the DROP upon attaining twenty (20) years of service and reaching age fifty-five (55), or attaining age 62 regardless of the number of years of service. Notwithstanding the preceding sentence;

(a) Employees in the AFSCME bargaining unit and employees who are not included in any bargaining unit who are employed on September 30, 2013 and have not attained age 62 or age 55 with 20 or more years of credited service on that date, shall be eligible to enter the DROP upon attaining age 62 or age 55 with 20 or more years of credited service, and upon DROP

entry shall be eligible to receive the benefit based on their credited service prior to October 1, 2013; and such participants shall be eligible to receive the benefit based on their credited service on and after October 1, 2013 upon attaining age 62 with 10 or more years of credited service, or age 60 with 25 or more years of credited service. Employees in the AFSCME bargaining unit and employees who are not included in any bargaining unit who are hired on or after October 1, 2013 shall be eligible to enter the DROP upon attaining age 62 with 10 or more years of credited service, or age 60 with 25 or more years of credited service.

(b) For employees in the IUPA bargaining unit, the DROP shall be closed to new participants on December 1, 2013, and any such employee who has not attained age 62 or age 55 with 20 or more years of credited service prior to ~~December 1, 2013~~ January 1, 2014 shall not thereafter be eligible to participate in the DROP.

- (6) [No change]
- (7) [No change]
- (8) [No change]
- (9) [No change]
- (10) [No change]
- (11) [No change]
- (12) [No change]
- (13) [No change]
- (14) [No change]
- (15) [No change]
- (16) [No change]
- (17) [No change]
- (18) [No change]

Section 7. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 8. If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 9. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance

may be renumbered or relettered to accomplish this intention and the word “Ordinance” may be changed to “Section”, “Article” or other appropriate word as the codifier may deem fit.

Section 10. This ordinance shall take effect immediately upon adoption.

APPROVED BY TITLE ONLY on first reading this **5th day of November, 2013.**

APPROVED AND ADOPTED on second reading this ___ day of _____, 2013.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and City Council

Note: Proposed additions to existing City Code text are indicated by underline; proposed deletions from existing City Code text are indicated by ~~striketrough~~.



November 12, 2013

Mr. Mac Serda
Assistant City Manager
City of North Miami Beach
17011 N.E. 19th Avenue
North Miami Beach, Florida 33162-3100

**Re: Retirement Plan for General Employees of the City of North Miami Beach
Actuarial Impact Statement**

Dear Mac:

As requested, we are pleased to enclose three (3) copies of our Actuarial Impact Statement as of October 1, 2012 for filing the proposed Ordinance (copy attached) under the Retirement Plan for General Employees of the City of North Miami Beach (Plan) with the State of Florida.

Background – Plan currently provides the following for members of the IUPA bargaining group:

- Normal retirement eligibility upon the earlier of (1) attainment of age sixty-two (62) or (2) attainment of age fifty-five (55) with twenty (20) years of credited service.
- Benefit multiplier is three percent (3.00%) for each year of credited service.
- Maximum period of DROP participation is five (5) years.
- COLA adjustments are 2.25% per annum commencing October 1st following receipt of benefits for one (1) year.

Proposed Ordinance – Proposed Ordinance provides for the following changes for IUPA bargaining group members who have not currently attained age sixty-two (62) or attained age fifty-five (55) with twenty (20) years of service:

- Normal retirement eligibility upon the earlier of (1) attainment of age sixty-six (66) with six (6) years of credited service or (2) attainment of age fifty-nine (59) with thirty (30) years of credited service (future accruals).
- Benefit multiplier is two percent (2.00%) for each year of credited service (future accruals).
- DROP is closed.
- No automatic COLA adjustments (future accruals).

In addition:

- Eliminates the ability to purchase prior military service, prior service with other public employers or service with the City as a contract employee for any member of the IUPA bargaining group.

Results – Based upon the results of our Actuarial Impact Statement, the proposed benefit provisions decrease the minimum annual required contribution by 0.4% of covered payroll (\$47,793). The figure in parentheses is the decrease in Plan cost expressed as a dollar amount based on projected covered annual payroll for fiscal year beginning October 1, 2013 (\$10,612,185).

Filing Requirements – We have prepared the Actuarial Impact Statement for filing with the State of Florida. Please note this Statement must be signed and dated on behalf of the Pension Board. Copies of the proposed Ordinance upon passage at first reading along with the signed and dated Actuarial Impact Statement should be filed with the State at the following addresses:

Mr. Douglas E. Beckendorf, A.S.A.
Bureau of Local Retirement Services
Division of Retirement
Building 8
Post Office Box 9000
Tallahassee, Florida 32315-9000

Please forward a copy of the Ordinance upon passage at second reading to update our files.

Actuarial Assumptions and Methods, Financial Data and Member Census Data – The actuarial methods, financial data and Member census data utilized in this Actuarial Impact Statement are the same actuarial assumptions and methods, financial data and Member census data utilized in the prior October 1, 2012 Actuarial Impact Statement dated August 30, 2013. Rate of retirement assumption have been updated as shown on pages 13-16. All remaining actuarial assumptions are the same as utilized in the prior October 1, 2012 Actuarial Impact Statement dated August 30, 2013.

Plan provisions considered in this Actuarial Impact Statement are the same Plan provisions considered in the October 1, 2012 Actuarial Impact Statement dated August 30, 2013 with the exception of the proposed Ordinance changes described above.

This Actuarial Impact Statement is intended to describe the estimated future financial effects of the proposed benefit change on the Plan and is not intended as a recommendation in favor of the change nor in opposition to the change.

These calculations are based upon assumptions regarding future events. However, the Plan's long term costs will be determined by actual future events, which may differ materially from the assumptions made.

If you have reason to believe the assumptions used are unreasonable, the Plan provisions are incorrectly described or referenced, important Plan provisions relevant to this Actuarial Impact Statement are not described or that conditions have changed since the calculations were made, you should contact the undersigned prior to relying on information in this Actuarial Impact

Mr. Mac Serda
November 12, 2013
Page 3

Statement. If you have reason to believe that the information provided in this Actuarial Impact Statement is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the undersigned prior to making such decision.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and changes in Plan provisions or applicable law. Due to the limited scope of the actuary's assignment, the actuary did not perform an analysis of the potential range of such future measurements.

This report should not be relied on for any purpose other than the purpose described in the primary communication. Determinations of the financial results associated with the benefits described in this report in a manner other than the intended purpose may produce significantly different results.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

The signing actuary is independent of the Plan sponsor.

The undersigned is a Member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

If you should have any question concerning the above or if we may be of further assistance with this matter, please do not hesitate to contact us.

Sincerest regards,



Lawrence F. Wilson, A.S.A.
Senior Consultant and Actuary

Enclosures

cc: Mr. Martin Lebowitz



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

Print

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager
VIA: Mac Serda, Assistant City Manager
DATE: Tuesday, December 3, 2013

RE: Ordinance No. 2013-20 - Second and Final Reading (Assistant City Manager Mac Serda)

BACKGROUND ANALYSIS:

For nearly two years the City and IUPA were engaged in collective bargaining. While many of the 39 articles of the collective bargaining agreement were tentatively agreed to, the two parties could not reach an agreement related to the terms of the Police and Fire Pension Plan and an impasse was declared in February 2013. Following the impasse process, a Special Magistrate was selected and after hearing the arguments and reviewing the evidence from both the City and IUPA's positions, the Special Magistrate issued a recommendation on July 5, 2013 in favor of the City's position. Continuing the impasse process, the North Miami Beach City Council held a Special Impasse Hearing on September 17, 2013, and determined that the position recommended by the Special Magistrate should be implemented.

Below is a list indicating a summary of the changes to the pension plan that are proposed to take effect on December 1, 2013. With the exception of the elimination of the 60% approval of active members for any changes to the pension plan, all other items apply only to the pension participants who have not attained normal retirement eligibility (20 years of service or age 62).

- Elimination of the 60% approval of active members to

amend the plan's provisions

- Pension benefit calculations are based on the participant's basic compensation and excludes overtime.
- Normal retirement is changed to 55 with 25 years of service or age 62 with 10 years of service
- There will be no guaranteed Cost Of Living Adjustment (COLA)
- The pension "multiplier" will be 2%
- The Deferred Retirement Option Program (DROP) will be closed.

The changes proposed are prospective, and do not affect any benefit already earned by an employee.

RECOMMENDATION:

It is staff's recommendation to approve the Ordinance.

**FISCAL/BUDGETARY
IMPACT:**

An actuarial impact study was commissioned from Bolton Partners who determined that savings of \$790,366 will be realized in the City's pension contribution to the Police and Fire Retirement Plan in FY 2014.

ATTACHMENTS:

- ▢ [Ordinance 2013-20](#)
- ▢ [Actuarial Impact Letter](#)

ORDINANCE NO. 2013-20

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE RETIREMENT PLAN FOR POLICE OFFICERS AND FIREFIGHTERS OF THE CITY OF NORTH MIAMI BEACH BY AMENDING SECTION 1.05, AMENDMENT OF PLAN; AMENDING ARTICLE II, DEFINITIONS; AMENDING SECTION 3.04, CREDITED SERVICE; AMENDING SECTION 6.01, NORMAL RETIREMENT; AMENDING SECTION 6.01A DEFERRED RETIREMENT OPTION PROGRAM; AMENDING SECTION 6.02, EARLY RETIREMENT AND RETIREMENT INCOME; AMENDING SECTION 6.04, BENEFITS OTHER THAN ON RETIREMENT; AMENDING SECTION 6.11, VOLUNTARY SUPPLEMENTAL BENEFIT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach has established and maintains a Retirement Plan for Police Officers of the City of North Miami Beach (“Retirement Plan”); and

WHEREAS, City police officers participate in the Retirement Plan and are in the bargaining unit represented by the International Association of Police Associations, Local 6005, AFL-CIO (“IUPA”); and

WHEREAS, the City and IUPA engaged in collective bargaining negotiations for more than one year in an effort to negotiate an agreement to succeed the 2009-2011 collective bargaining agreement; and

WHEREAS, one of the main issues in collective bargaining involved the City’s proposal to reform the Retirement Plan, which as of October 1, 2012 had unfunded liabilities of more than \$49 million, and an annual required City contribution of more than \$6.4 million (110% of payroll); and

WHEREAS, the City and IUPA were unable to reach a negotiated agreement, and an impasse was declared in February 2013; and

WHEREAS, in accordance with Section 447.403, Florida Statutes, a Special Magistrate was appointed by the Florida Public Employees Relations Commission to conduct a hearing at which both parties presented evidence and argument in support of their positions, and following the hearing issued a report and recommendations on the disputed issues; and

WHEREAS, the Special Magistrate issued a report on July 5, 2013, recommending in favor of the City's pension proposal, and finding that "the changes to the pension plans proposed by the City are reasonable and necessary as they will help reduce the ever growing pension payments and create a path toward a more sustainable and yet still generous benefit for City employees"; and

WHEREAS, on September 17, 2013, the Mayor and City Council of the City of North Miami Beach took final action pursuant to Section 447.403, Florida Statutes, to resolve the impasse in collective bargaining negotiations between the City and IUPA, and determined that the City's pension reform proposal as recommended by the Special Magistrate should be implemented; and

WHEREAS, in order to implement the changes contained in the City's pension reform proposal, it is necessary to amend the Retirement Plan; and

WHEREAS, the City has obtained an actuarial impact statement concerning the changes, which reflects cost savings to the City and no detrimental financial impact on the City's Plan; and

WHEREAS, the Mayor and City Council of the City of North Miami Beach believe that it is their responsibility and obligation to amend the Retirement Plan in order to continue a viable pension for its general employees.

NOW, THEREFORE,

BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida.

Section 1. Article I, Section 1.05 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled “Amendment of Plan”, is proposed to be amended as follows:

Section 1.05 AMENDMENT OF PLAN

(a) ~~Ordinance~~Resolution of City – The Plan may be amended by the City from time to time in any respect whatever, by ~~ordinance~~resolution of the City Council of North Miami Beach, specifying such amendment, subject only to the applicable requirements of federal and state law. ~~following limitations: A report and recommendation from the City Manager and the actuary and/or any other pension board consultant may be considered before the Plan is amended by the City Council.~~

~~(1) Approval of Participants – Approval of 60% of the active members shall be required before the Plan may be amended by the City Council.~~

~~(A) Such consent shall not be required if such amendment pertains to the actuarial soundness of the Plan as determined by the actuary employed by the City Council in accordance with Section 5.06 or if such amendment shall be necessary to comply with any laws or regulations of the United States or of any State to qualify this as a tax exempt plan and trust.~~

~~(2) Report and Recommendation from the City Manager and the actuary and/or any other pension board consultant shall be required before the Plan may be amended by the City Council.~~

* * *

Section 2. Article II, Definitions, definition of “Basic Compensation for Police Officers”, is proposed to be amended as follows:

ARTICLE II DEFINITIONS

* * *

Basic Compensation for Police Officers means, as per the State Statute, the total cash remuneration paid to a police officer for services rendered and shall include any elective deferral

(as defined in Code Section 402(g)(3)), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in Section 6.08(C) hereof, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Code. Effective on and after January 1, 2014, basic compensation for police officers shall exclude all overtime payments.

* * *

Section 3. Article III, Section 3.04 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled “Credited Service”, is proposed to be amended as follows:

Section 3.04 Credited Service

- (a) Defined - The credited service of each employee or participant will be the total period of his or her service as defined in Section 3.02 (Service) computed in completed calendar months, from the date of employment until the first day of the month coincident with or next following his or her date of actual retirement or termination of employment. (See Section 6.04(a)(5)(C)). For police officer participants who served in more than one of the city’s employment classifications prior to January 1, 1990, (when this separate police officers’ and firefighters’ retirement plan was established) and earned or were eligible to earn service under the citywide Retirement Plan for Employees of the City of North Miami Beach then in effect, credited service for purposes of this Retirement Plan for Police Officers & Firefighters shall include all continuous service in all employment classifications in which the employee served while covered by the former citywide Retirement Plan for Employees. Such police officer participants shall not receive or be entitled to any benefits from the former citywide Retirement Plan.
- (b) Exclusion From Credited Service - The period of any absence of 31 days or more will be excluded from an employee's or participant's credited service unless he or she receives regular compensation from the City during such absence and except or otherwise provided below. Any absence of 30 days or less will be included in the employee's credited service.
- (c) Military Service.
 - (1) First Five Years of Absence - The first 5 years of any absence due to the employee's or participant's engagement in military service will be included in his or her credited service, if:

- (a) The police officer is in the active employ of the municipality prior to such service and leaves a position, other than a temporary position, for the purpose of voluntary or involuntary service in the Armed Forces of the United States.
 - (b) The police officer is entitled to reemployment under the provisions of the Uniformed Services Employment and Reemployment Rights Act.
 - (c) The police officer returns to his or her employment as a police officer of the municipality within 1 year from the date of his or her release from such active service.
- (2) Absence Prior to Effective Date of Plan - An employee or a participant who was absent prior to the effective date of the plan because of his or her engagement in military service will be credited for the full period of such absence, if such absence was covered by a leave of absence granted by the City or was by reason of compulsory military service, provided such period would otherwise have been included as credited service if the employee or participant had been in the active service of the City.
- (3) No employee contributions shall be required with regard to credited service for military service provided in this section.
- (d) Employees Excluded From Participation Under Prior Plan - For any employee who was excluded from participation as a result of being at least age 60 on his or her date of employment and who became eligible to participate when that provision was eliminated, credited service will be the period of service from the date participant contributions begin until the date of actual retirement or termination of employment.
- (e) Purchase of Credited Service for Prior Military or Law Enforcement Services - For a participant who has completed ten years of credited service and purchases or agrees to purchase through payroll deduction credited service for prior military or law enforcement service prior to January 1, 2014, the years or fractional parts of years that such a participant served full-time active duty in the military service of the Armed Forces of the United States, voluntarily or involuntarily, or performed law enforcement service prior to the participant's first or initial employment with the City, shall be added to the participant's years of credited service under the following terms and conditions:
- (1) The participant contributes to the Retirement Plan the full actuarial cost of all service credits purchased hereunder. As part of the application for the purchase of such credited service, the participant shall elect either to contribute to the Retirement Plan the cost of such purchased credited service or to have all or a portion of the contributions for the cost of said purchased credited service picked up by the City. If the participant elects to have contributions picked up by the City, the participant must execute an irrevocable, binding payroll deduction authorization form with respect to these contributions, the employee shall not be entitled any option of choosing to receive the contributed amounts directly instead of having them paid by the City to the Retirement Plan and the employee while employed by the City shall not be able to

make payment directly to the Retirement Plan for such purchased credited service. With respect to any participant's contributions which are picked up by the City, the effective date of the pick-up by the City shall be the later of the adoption of this ordinance or the execution of the payroll deduction authorization form. This pick-up does not apply to any contributions made before the effective date or to any contribution that relates to compensation earned for services before the effective date. Participant contributions made pursuant to a binding irrevocable payroll deduction authorization to have such contributions picked up for the purpose of purchasing credited service hereunder shall be designated and considered as employee contributions, even though they are being paid by the City in lieu of the contributions paid directly by the participant. Any payroll deduction authorizations in effect for the purchase of such credited service as of the effective date of this ordinance are void. The contributions made pursuant to this section are designated as being picked up by the City and paid from the same source as the payment of salary and wages to these participants. If the cost of the purchased service credits is not paid in full prior to the termination of the participant's employment, then the balance due to the Retirement Plan for the purchased credited service shall be picked up by the City from any payment due to the participant by the City for unused accrued leave (termination pay) and the irrevocable payroll deduction authorization form described above, shall so provide, except pick up from termination pay is allowed only if said form was signed three (3) months or more before the employee's termination date. Should, after termination of the participant's employment and the City pick-up of any remaining contribution due from the participant's payment for accrued unused leave (*which only includes payments available upon termination which would be reportable on Form W-2 as taxable wages but for the pickup*) a balance still remain due for the purchase of credited service, then, at the participant's option, the Retirement Plan shall reduce the amount of service purchased to conform with the amount of contributions therefore picked up by the City and paid to the Retirement Plan or the participant may elect to make a lump-sum contribution for the balance due subject to the limitations of Section 415 of the Internal Revenue Code. If the participant elects to make a lump-sum contribution for the balance due, such payment shall be made by the participant prior to the date that the participant's first monthly pension benefit payment is due. The service purchase shall not be recognized or credited by the Pension Plan until the participant has completed ten (10) years of credited service. If the participant terminates employment before completing ten (10) years of service, all contributions made by the participant for prior military or law enforcement service shall be refunded to the participant.

- (2) For purchase of military service, the participant did not receive a dishonorable discharge from such service from the Armed Forces.
- (3) The participant did not receive credited service for the time spent in the Armed Forces or other law enforcement service from any other governmental or military retirement or pension system.

- (4) The maximum credit which may be purchased by a participant for any prior military service in the Armed Forces of the United States or other law enforcement service under this section shall be four years.
- (5) If, upon adoption of this Ordinance, a participant has previously agreed to purchase credited service but has not yet made full payment for that credited service, then the participant may elect City pick-up of the contribution remaining due to the Retirement Plan pursuant to the procedures and provisions set forth in section 1, above. The irrevocable payroll deduction authorization form electing such City pick-up must be signed within three months after the adoption of this ordinance.
- (6) A participant who purchases service credits shall make the following series of elections with regard to these actions:
 - (i) The participant may elect a lump sum payment, installment payments, or a partial lump sum payment (“down payment”) followed by installments;
 - (ii) If installment payments are elected by the participant, the participant shall execute a binding irrevocable payroll deduction authorization to have these installment contributions picked up by the City.
- (7) Notwithstanding any other provision of this subsection (e), the purchase of credited service for prior military or law enforcement service shall not be available to any participant who has not purchased or agreed to purchase such credited service through payroll deduction prior to January 1, 2014.
- (f) Inter-Plan Transfers. On or after April 1, 2003, in addition to direct payment methods available as determined by the Retirement Committee, and all other allowable payment provisions established herein, the plan will accept permissible member requested transfer of funds from other retirement or pension plans, member rollover cash contributions and/or direct cash rollovers of distributions to fund the purchase of Credited Service under this section, or to fund any other allowable contributions provided by plan provisions, as follows:
 - (A) Transfers and Direct Rollovers or Member Rollover Contributions from Other Plans – The System will accept either a direct rollover of an eligible rollover distribution or a Member contribution of an eligible rollover distribution from a qualified plan described in Section 401(a) or 403(a) of the Code, from an annuity contract described in Section 403(b) of the Code, or from an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The System will also accept legally permissible Member requested transfers of funds from other retirement or pension plans.

- (B) Member Rollover Contributions from IRAs – The System will accept a Member rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.
- (C) All purchases must be made and fully funded prior to retirement.
- (g) Purchase of Permissive Service Credit
 - (1) In lieu of the purchase of credited service for prior military or law enforcement services, as provided above, a participant may, prior to January 1, 2014, purchase permissive service credit comprised of eligibility for earlier retirement combined with higher benefit level for the participant’s credited service which is the actuarial equivalent of up to 4 years of additional credited service under the following terms and conditions:
 - a. The participant contributes to the Retirement Plan the full actuarial cost of the higher benefit level combined with eligibility for earlier retirement (the benefit) purchased hereunder. As part of the application for the purchase of this type of permissive service credit, the participant shall elect either to contribute to the Retirement Plan the cost of such purchased permissive service credit or to have all or a portion of the contributions for the cost of said purchased permissive service credit picked up by the City. If the participant elects to have contributions picked up by the City, the participant must execute an irrevocable, binding payroll deduction authorization form with respect to these participant contributions, the employee shall not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the City to the Retirement Plan and the employee while employed by the City shall not be able to make payment directly to the Retirement Plan for such purchased benefit. With respect to any participant’s contributions, which are picked up by the City, the effective date of the pick-up by the City shall be the later of the adoption of this ordinance or the execution of the payroll deduction authorization form. Participant contributions made pursuant to such City pick-up shall be designated and considered as employee contributions, even though they are being paid by the city in lieu of the contributions paid directly by the participant. The contributions made pursuant to this section are designated as being picked up by the City and paid from the same source as the payment of salary and wages to these participants. Should, after termination of the participant’s employment a balance still remain due for the purchase of the benefit provided hereunder, at the participant’s option, the Retirement Plan shall reduce the amount of such permissive service credit to conform with the amount of contributions therefore picked up by the City and paid to Retirement Plan or the participant may elect to make a lump-sum contribution for the balance due subject to the limitations of Section 415 of the Internal Revenue Code. If the participant elects to make a lump-sum contribution for the balance due, such payment shall be made by the participant prior to the date that the participant’s first monthly pension benefit payment is due. The permissive

service credit purchase shall not be recognized or credited by the Pension Plan until the participant has entered the DROP, retired, or terminated from employment with at least ten (10) years of credited service. If the participant terminates employment before completing ten (10) years of service, all contributions made by the participant for the permissive service credit provided hereunder shall be refunded to the participant.

b. For each month's equivalent of higher benefit level purchased hereunder, the participant's multiplier for the final year of credited service will be increased by (0.25%) one-quarter of one percent.

c. Years and months of earlier retirement eligibility purchased under this section will be treated as credited service for the purpose of determining eligibility for normal retirement, under section 6.01(b), early retirement, under section 6.02(a), or entry into DROP, under section 6.01A(e).

d. The maximum combined credit or equivalent credit which may be purchased by a participant for any prior military service in the Armed Forces of the United States, other law enforcement service or high multiplier benefit under this section shall be four years.

e. A participant who purchases the higher multiplier benefit provided hereunder shall make the following series of elections with regard to these actions:

- (i) The participant may elect a lump sum payment, installment payments, or a partial lump sum payment ("down payment") followed by installments;
- (ii) If installment payments are elected by the participant, the participant shall execute a binding irrevocable payroll deduction authorization to have these installment contributions picked up by the City.

f. To the extent permitted by law, including relevant Internal Revenue Code provisions, as amended from time to time, in lieu or in addition to irrevocable employer pickup of employee contributions, the plan will accept inter-plan transfers ("rollovers") as provided in §3.04(f) to fund the purchase of the permissive service credit comprised of a higher benefit level and eligibility for earlier retirement provided herein.

(2) Notwithstanding any other provision of this subsection (f), the purchase of permissive service credit shall not be available to any participant who has not purchased or agreed to purchase such service credit through payroll deduction prior to January 1, 2014.

(h) Purchase of Credited Service for Family Medical Leave.

For a participant who was absent due to family medical leave (FMLA) for thirty-one (31) days or more, the months or fractional parts of months that such participant was absent in excess of thirty (30) days (the first thirty (30) days being included in the participant's credited service pursuant to Section 3.04(b) above) shall be added to the participant's months of credited service provided that the participant contributes to the Retirement Plan the full actuarial cost of all service credits purchased hereunder. The participant, as part of the application for the purchase of family medical leave credited service, shall elect to purchase the family medical leave service credit either:

- (1) In the manner set forth in subsection (e)(1), above (i.e. lump sum contribution or employer pick-up); or
- (2) Inter-plan transfer as set forth in subsection (f), above.

Section 4. Article VI, Section 6.01 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled "Normal Retirement", is proposed to be amended as follows:

Section 6.01 NORMAL RETIREMENT

(a) Normal Retirement Defined - Normal retirement under the Plan is retirement from the service of the City on or after the normal retirement date.

(b) Normal Retirement Date

(1) Firefighters – [No change]

(2) Police Officers - The normal retirement date for each police officer who retires or enters the DROP prior to January 1, 2014, or who is employed and not participating in the DROP on January 1, 2014 and who on that date has attained age 52 or completed 20 years of credited service, will be the first day of the month coincident with or next following the earlier of the completion of 20 years of credited service or attainment of age 52. The normal retirement date for police officers who are employed and not participating in the DROP on January 1, 2014, and who have not attained age 52 or completed 20 years of credited service on that date, shall be age 62 with 10 or more years of credited service or age 55 with 25 or more years of credited service. However, a police officer may continue in the service of the City beyond his or her normal retirement date and retire as of the first day of any month beyond his or her normal retirement date which is coincident with or next following his or her actual termination of service. Police officers who are employed and not participating in the DROP on January 1, 2014, and who have not attained age 52 or completed 20 years of credited service on that date, may retire upon termination of

employment after attaining age 52 or completing 20 years of credited service, and upon such retirement shall be eligible to receive the benefit based on their credited service prior to January 1, 2014. Such police officers shall be eligible to receive the benefit based on their credited service on and after January 1, 2014 upon attaining age 62 with 10 or more years of credited service or age 55 with 25 or more years of credited service, and termination of employment.

(c) Cost of Living Adjustments

Commencing October 1, 1998 and on the first day of each October thereafter, the monthly income payable hereunder to each police participant who retired under Section 6.01 hereof on or after December 30, 1988, and who as of that October 1st has been retired for three or more years, or who retired under the Early Retirement Incentive set forth in Section 6.01(f), or to any such participant's surviving beneficiary, shall be increased by two and one-quarter percent, increasing to 2.5% commencing October 1, 2002. Notwithstanding the preceding sentence, there shall be no automatic cost of living adjustment applied to the benefits earned by police officers for credited service on or after January 1, 2014; provided, any police officer who is employed and not participating in the DROP on January 1, 2014 and who on that date has attained age 52 or completed 20 years of credited service, shall upon retirement under section 6.01 hereof be eligible for an annual cost of living adjustment of 2.5% commencing on October 1 three years following retirement. The City Council may from time to time grant an ad hoc cost of living adjustment to be applied to the benefits earned by police officers, other than those who are eligible for an automatic cost of living adjustment, for credited service on or after January 1, 2014, whenever the cumulative net actuarial gain is sufficient to fund the adjustment and the funded ratio of the Plan (actuarial value of assets divided by actuarial accrued liability) is 100% or more.

(d) Firefighter Supplemental Retirement Benefit. [No change]

(e) Amount of Retirement Income

(1) Firefighters [No change]

(2) Police Officers – ~~For credited service beginning Retroactively effective December 30, 1988 through December 31, 2013, to a police officer who retires on or after normal retirement date:~~ the monthly amount of retirement income payable to each participating police officer who retires on or after his or her normal retirement date shall be an amount equal to 3% (.0300) of his or her final monthly compensation multiplied by his or her years of credited service. For credited service on and after January 1, 2014, the monthly amount of retirement income payable to each participating police officer who retires on or after his or her normal retirement date shall be an amount equal to 2% (.0200) of his or her final monthly compensation multiplied by his or her years of credited service on and after January 1, 2014; provided, the monthly amount of retirement income payable to each participating police officer who is employed and not participating in the DROP on January 1, 2014 and who on that date has attained age 52 or completed 20 years of credited service shall be an amount equal to 3% (.0300) of his or her final monthly compensation multiplied by his or her years of credited service on and after December 30, 1988.

(f) Payment of Retirement Income – [No change]

(f) ~~Early Retirement Incentives~~

~~Notwithstanding the provisions of subsection 6.01(d) above, those police officer participants who, as of March 31, 1996, are eligible for regular retirement under Section 6.01 hereof, and those participants who lack 36 or fewer months of service or age in order to be eligible for normal retirement pursuant to Section 6.01 shall be permitted to retire on or before January 1, 1997, on a date designated by the City Manager, and upon retirement shall receive a service pension equal to the following percentages of the participant's final monthly compensation as defined below, for each year of service as defined in Section 3.02 hereof, according to their years of service as of their retirement date:~~

Less than 10 years	4.22%
10 but less than 20 years	3.76%
20 but less than 21 years	3.53%
21 but less than 22 years	3.51%
22 but less than 23 years	3.49%
23 but less than 24 years	3.47%
24 but less than 25 years	3.46%
25 but less than 26 years	3.45%
26 but less than 27 years	3.44%
27 but less than 28 years	3.42%
28 but less than 29 years	3.41%
29 but less than 30 years	3.40%

~~rather than the 3 percent provided by subsection (d) above, under the terms and conditions set forth below.~~

~~The first payment to participants retiring hereunder on or before October 4, 1995 will be made on the participant's retirement date. For participants retiring after October 4, 1995, the first payment shall be made in accordance with Section 6.01(e).~~

~~For purposes of determining a police officer participant's average final compensation under this subsection, such compensation shall be computed for the twelve (12) month period immediately preceding the participant's retirement date.~~

~~Terms and conditions for Early Retirement Incentive.~~

- ~~(1) The application for retirement must be received by the Retirement Plan no later than 5:00 p.m. on September 27, 1996, unless extended by the City Manager;~~
- ~~(2) As a condition of receiving a pension at the rates set forth above, the~~

~~participant shall make an irrevocable application to the Retirement Plan for normal retirement on a date designated by the City Manager which must be before January 1, 1997 and shall retire on the date so designated unless the retirement date is extended by the mutual agreement of the participant, the Retirement Committee and the City Manager;~~

- ~~(3) Any accrued leave remaining due to a participant as of his or her designated retirement date, with a limit of 320 hours of annual leave, and otherwise pursuant to the Contract provisions relevant to each applicant, shall be paid to the participant in three (3) equal annual installment payments, without interest, commencing after the participant's designated retirement date, with the remaining two (2) installment payments to be made in January, 1997 and January, 1998, for participants retiring before April 1, 1996, and in January, 1998 and January 1999, for participants retiring after April 1, 1996 pursuant to this section.~~

- ~~(4) Participants who lack four or fewer years of credited service in order to be eligible for the Early Retirement Incentive set forth in subsection (f) above, or are eligible for and retire under said Early Retirement Incentive, may purchase credits for military or other government law enforcement service. The years or fractional parts of years that such a participant served full time active duty in the military service of the Armed Forces of the United States, voluntarily or involuntarily, or other government law enforcement service, prior to the participant's first or initial employment with the City shall be added to the participant's years of credited service only for participants who retire under the Early Retirement Incentive, provided that:
 - ~~(i) The participant did not receive a dishonorable discharge from the Armed Forces.~~
 - ~~(ii) The participant did not receive credited service for the time spent in the Armed Forces or other government law enforcement service from any other private, governmental or military retirement or pension system.~~
 - ~~(iii) The participant contributes to the Retirement Plan the full actuarial cost of all military or other law enforcement service credits purchased.~~
 - ~~(iv) The purchase of credited military or other law enforcement service under this subsection by a participant shall be paid in full prior to the participant's retirement date or, at the participant's~~~~

~~option, in three equal annual installment payments, without interest, commencing on the participant's designated retirement date, with the remaining two installments payable on the first and second anniversary dates of the participant's designated retirement date, and in accordance with all terms, rules, procedures or regulations established by the Retirement Committee.~~

~~(v) The maximum credit which may be purchased by a participant for any military service in the Armed Forces of the United States or other government law enforcement service under this section shall be four years.~~

~~(5) Participants who lack four or fewer years of credited service in order to be eligible for the Early Retirement Incentive set forth in subsection (f) above, or are eligible for and retire under said Early Retirement Incentive, but are not eligible to purchase credits for military or other law enforcement service under paragraph (4) above, may retire under the Early Retirement Incentive set forth above except they shall receive a service pension equal to the following percentages of the participant's final monthly compensation as defined below, for each year of service as defined in Section 3.02 hereof, according to their years of service as of their retirement date:~~

but less than 17 1/2 years	4.05%
but less than 23 years	3.98%

~~provided that the participant contributes to the Retirement Plan the full actuarial cost of the higher benefit rate which contribution is made under the same terms and conditions as the purchase of military or other law enforcement service set forth in paragraph (4)(iv) above.~~

~~For purposes of determining a police officer participant's average final compensation under this subsection, such compensation shall be computed for the twelve (12) month period immediately preceding the participant's retirement date.~~

~~(6) Non-bargaining unit employees who retire under the Early Retirement Incentive set forth in subsection (f) and thereafter are re-employed by the City shall not accrue additional credited service hereunder, shall not be eligible for disability or pre-retirement death benefits and shall not make contributions to the Plan; however, their service pension paid pursuant to the Early Retirement Incentive shall not be suspended or interrupted due to such re-employment.~~

(fg) Notwithstanding any of the foregoing, distributions under the Plan shall commence not later than the "required beginning date", in accordance with IRC Section 401(a)(9).

(gh) Benefit Alternate Computation - Deferred Retirement Option Plan for Firefighters (BAC-DROP) – [No change]

Section 4. Article I, Section 6.01A of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled “Deferred Retirement Option Program (DROP)”, is proposed to be amended as follows:

Section 6.01A DEFERRED RETIREMENT OPTION PROGRAM (DROP)

(a) [No change]

(b) [No change]

(c) [No change]

(d) [No change]

(e) A police officer who has attained age 52 or completed 20 years of credited service prior to January 1, 2014 is eligible to enter the DROP upon attaining twenty (20) years of service, or upon reaching age fifty-two (52) with the completion of 15 years of service. Years of service may be acquired by actual eligible credited service to the City, by the purchase of credited service for prior military or law enforcement service (§304(e)(1)), by the purchase of permissive service credit (§304(g)) or any allowable combination thereof. The DROP shall be closed to new participants on January 1, 2014, and any police officer who has not attained age 52 or completed 20 years of credited service prior to January 1, 2014 shall not thereafter be eligible to participate in the DROP.

(f) [No change]

(g) [No change]

(h) [No change]

(i) [No change]

(j) [No change]

(k) [No change]

(l) [No change]

- (m) [No change]
- (n) [No change]
- (o) [No change]
- (p) [No change]
- (q) [No change]
- (r) [No change]
- (s) [No change]

Section 5. Article I, Section 6.02 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled “Early Retirement and Retirement Income”, is proposed to be amended as follows:

Section 6.02 Early Retirement and Retirement Income

- (a) [No Change]
- (b) Payment Governed By - In the event of early retirement, payment of retirement income will be governed by the following provisions:
 - (1) Early Retirement Date - The early retirement date will be the first day of the month coincident with or next following the date a participant retires from the service of the City under the provisions of this section, prior to his or her normal retirement date.
 - (2) Cost of Living Adjustments - Commencing October 1, 1998 and on the first day of each October thereafter, the monthly income
 - (i) payable hereunder to each police participant who retired under Section 6.02 hereof on or after December 30, 1988, after completing at least twenty years of credited service, who has attained age 52, and who, as of that October 1st has been retired for three or more years, shall be increased by two and one-quarter percent, increasing to 2.5% commencing October 1, 2002, or
 - (ii) payable to the surviving beneficiary of a participant who retired under Section 6.02 hereof on or after December 30, 1988, after completing at least 20 years of credited service and who died before reaching age 52, shall be increased by two

and one-quarter percent and commencing October 1, 2002, by 2.5%, on the October 1st after the participant, had she or he or she survived, would have attained age 52 and would have been retired for three or more years and on the 1st day of each October thereafter.

(iii) Notwithstanding any other provision of this subsection (b)(2), there shall be no automatic cost of living adjustment applied to the benefits earned by police officers for credited service on or after January 1, 2014. The City Council may from time to time grant an ad hoc cost of living adjustment to be applied to the benefits earned by police officers, other than those who are eligible for an automatic cost of living adjustment, for credited service after January 1, 2014, whenever the cumulative net actuarial gain is sufficient to fund the adjustment and the funded ratio of the Plan (actuarial value of assets divided by actuarial accrued liability) is 100% or more.

- (3) Amount of Retirement Income - The monthly amount of retirement income payable to an employee who retires prior to his or her normal retirement date under the provisions of this section shall be the benefit determined in accordance with section 6.01(c)~~an amount equal to 3% (.0300) of his or her final monthly compensation multiplied by his or her years of credited service~~, multiplied by the actuarially-equivalent reduction factor to take into account the participant's younger age at retirement and the earlier commencement of retirement income payments. Effective October 1, 2004, the early retirement reduction factor shall be three percent (3%) per year for each year by which the employee's age at early retirement precedes his or her normal retirement age as provided in Section 6.01(b).

Section 6. Article I, Section 6.04 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled "Benefits other than on Retirement", is proposed to be amended as follows:

Section 6.04 Benefits other than on Retirement

(a) Benefit on Termination of Service.

- (1) Deferred Payment of Benefits - In the event of the termination of a participant's service prior to his or her normal retirement date for any reason other than his or her death, early retirement (as described in Section 6.02) or disability retirement (as described in Section 6.03) after he or she has completed ten (10) years of credited service (hereinafter referred to as a "terminated participant"), he or she will be entitled to a monthly retirement income. That monthly retirement income will be payable for 10 years certain and life thereafter and will commence either

- a. on his or her normal retirement date (if he or she shall then be living) in an

amount equal to the benefit determined in accordance with section 6.01(e)3% (.0300) of his or her final monthly compensation multiplied by his or her years of credited service or

- b. upon attaining age 50 years or more, in an amount computed as described in section (a) to be actuarially reduced to take into account the Police Officer's younger age and earlier commencement of retirement income payment.

Section 7. Article I, Section 6.11 of the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach, entitled "Voluntary Supplemental Benefit", is proposed to be amended as follows:

Section 6.11 Voluntary Supplemental Benefit

- (A) A participant may, prior to January 1, 2014, elect to purchase permissive service credit in the form of an increase to his or her retirement benefit by an amount no greater than 5% of his or her final monthly compensation (also referred to herein as "Voluntary Supplemental Benefit") under the following conditions:
 - (1) The participant contributes to the Retirement Plan the full actuarial cost of the higher benefit level purchased hereunder. As part of the application for the purchase of such higher benefit level, the participant shall elect either (i) to contribute to the Retirement Plan the cost of such purchased higher benefit level, which contribution may include, in whole or part, the diversion of payments due to the participant from the Deferred Retirement Option Plan (DROP), or (ii) to have all or a portion of the contributions for the cost of said higher benefit level picked up by the City. If the participant elects to have contributions picked up by the City, the participant must execute an irrevocable, binding payroll deduction authorization form with respect to these contributions, the employee shall not be entitled any option of choosing to receive the contributed amounts directly instead of having them paid by the City to the Retirement Plan and the employee while employed by the City shall not be able to make payment directly to the Retirement Plan for such higher benefit level. With respect to any participant's contributions which are picked up by the City, the effective date of the pick-up by the City shall be the later of the adoption of this ordinance or the execution of the payroll deduction authorization form. This pick-up does not apply to any contributions made before the effective date or to any contribution that relates to compensation earned for services before the effective date. Participant contributions made pursuant to a binding irrevocable payroll deduction authorization to have such contributions picked up for the purpose of purchasing a higher benefit level hereunder shall be designated and considered as employee contributions, even

though they are being paid by the City in lieu of the contributions paid directly by the participant. Any payroll deduction authorizations in effect for the purchase of such higher benefit level as of the effective date of this ordinance are void. The contributions made pursuant to this section are designated as being picked up by the City and paid from the same source as the payment of salary and wages to these participants. If the cost of the purchased higher benefit level is not paid in full prior to the termination of the participant's employment (or by the conclusion of participation in the DROP, if the participant elected to divert payments from the DROP), then the balance due to the Retirement Plan for the purchased higher benefit level shall be picked up by the City from any payment due to the participant by the City for unused accrued leave (termination pay) and the irrevocable payroll deduction authorization form described above, shall so provide, except pick up from termination pay is allowed only if said form was signed three (3) months or more before the employee's termination date. Should, after termination of the participant's employment (or participation in the DROP) and the City pick-up of any remaining contribution due from the participant's payment for accrued unused leave (*which only includes payments available upon termination which would be reportable on Form W-2 as taxable wages but for the pickup*) a balance still remain due for the purchase of the higher benefit level, then, at the participant's option, the Retirement Plan shall reduce the amount of higher benefit level purchased to conform with the amount of contributions therefore picked up by the City and paid to the Retirement Plan or the participant may elect to make an after-tax lump-sum contribution for the balance due subject to the limitations of Section 415 of the Internal Revenue Code. If the participant elects to make a lump-sum contribution for the balance due, such payment shall be made by the participant prior to the date that the participant's first monthly pension benefit payment is due, or if the participant elected to divert payments from the DROP, then within 30 days of the conclusion of participation in the DROP. To the extent permitted by law, including relevant Internal Revenue Code provisions, as amended from time to time, in lieu or in addition to irrevocable employer pickup of employee contributions and diversions from the participant's DROP account, the plan will accept inter-plan transfers ("rollovers") as provided in Section 3.04(f) to fund the purchase of the permissive service credit in the form of a higher benefit level provided herein. The higher benefit level purchase shall not be recognized or credited by the Pension Plan until the participant has completed ten (10) years of credited service. If the participant terminates employment before completing ten (10) years of service, all contributions made by the participant for a higher benefit level shall be refunded to the participant.

- (2) The election to purchase permissive service credit in the form of a higher benefit level is completely voluntary. The amount of higher benefit level purchased shall be a whole percent of final monthly compensation no less than 1% of final monthly compensation and no greater than 5% of final monthly compensation. The Voluntary Supplemental Benefit purchase shall not be limited by the purchase of additional permissive service credit or purchase of a higher benefit level under Section 3.04.
- (3) The Voluntary Supplemental Benefit shall be paid monthly at retirement.
- (4) If a participant who purchases a higher benefit level retires under the early retirement provisions of Section 6.02, his or her Voluntary Supplemental Benefit shall be reduced in accordance with Section 6.02 (b) (3).
- (5) If a participant who has completed the purchase of a higher benefit level retires under the disability provisions of Section 6.03, the higher benefit level shall count as part of the accrued benefit and shall increase the benefit paid to the participant only to the extent that the accrued benefit (including the purchased supplemental benefit) is greater than 60% of the participant's final monthly compensation.
- (6) If a participant who has completed the purchase of a higher benefit level elects an Optional Form of Retirement Benefit under Section 6.06, the Voluntary Supplemental Benefit shall be reduced in a manner consistent with the Retirement Benefit paid to the participant.
- (7) The Voluntary Supplemental Benefit shall increase with Cost of Living Adjustments in a manner consistent with the Retirement Benefit paid to the participant.
- (8) A participant who purchases a higher benefit level shall make the following series of elections with regard to these actions:
 - (i) The participant may elect a lump sum payment, installment payments, or a partial lump sum payment ("down payment") followed by installments;
 - (ii) If installment payments are elected by the participant, the participant shall execute a binding irrevocable payroll deduction authorization to have these installment contributions picked up by the City or execute a binding irrevocable authorization for diversion of DROP account credits.
- (9) Notwithstanding any other provision of this section 6.11, the purchase of a voluntary supplemental benefit under this section 6.11 shall not be available to any participant who has not purchased or entered into an agreement to purchase such service credit prior to January 1, 2014.

Section 8. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 9. If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 10. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word “Ordinance” may be changed to “Section”, “Article” or other appropriate word as the codifier may deem fit.

Section 11. This ordinance shall take effect immediately upon adoption.

APPROVED BY TITLE ONLY on first reading this 19th day of November, 2013.

APPROVED AND ADOPTED on second reading this ___ day of _____, 2013.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and City Council

Note: Proposed additions to existing City Code text are indicated by underline; proposed deletions from existing City Code text are indicated by ~~strikethrough~~.



October 29, 2013

Mr. Mac Serda
Assistant City Manager
City of North Miami Beach
17011 NE 19th Ave.
North Miami Beach, Florida 33162

Re: *City of North Miami Beach Police and
Fire Retirement Plan*

Dear Mac:

We have reviewed the attached draft Ordinance which would change the benefits for Police Officers. The benefit changes include:

- 3% benefit accrual rate reduced to 2% for future service accruals
- No COLA on future service accruals
- No more overtime included in pensionable pay
- Delay in retirement age for those not already eligible to retire
- No more DROPs
- Elimination of purchase of service and benefits

These changes are expected to reduce the total required contributions (including City, State and Member contributions) from \$6,491,129 to \$5,570,826 (a savings of \$790,366 for the City and a savings of \$129,937 for the Members) and reduce the unfunded liability from \$49,446,474 to \$43,534,860.

We have not tried to determine if these changes will cause the loss of the State's contribution of \$303,641 for police officers. We have assumed that the changes will not impact the State payment, but if they do the \$790,366 savings should be reduced by this amount.

Below is more detail on these changes, our calculations, assumptions and methods.

Part 1: Understanding of Plan Changes:

3% reduction to 2% for accruals

For service after the effective date of the proposed law, the rate of benefit accrual shall be 2% instead of the current 3%. However, those members who are already (at the effective date) age 52 or have 20 years of service will continue to accrue benefits at the 3% rate. Those already in DROP are also not affected.

Bolton Partners, Inc.

100 Light Street • 9th Floor • Baltimore, Maryland 21202 • (410) 547-0500 • (800) 394-0263 • Fax (410) 685-1924
Actuarial, Benefit and Investment Consultants

No COLA on future accruals

Our understanding is that the COLAs provisions are unchanged for those already age 52 and older or who have at least 20 years of service or are currently in DROP. The COLA also was unchanged for future disability and pre-retirement death benefits. However, for others, there is no COLA on benefits earned based on service after the effective date of the proposed law (e.g. the 2% accruals).

No more overtime in pensionable pay

No overtime pay after the effective date counts as pensionable earnings. This means that it is not used to calculate the annuity amount nor do employees make contributions based on future overtime hours. We assumed that compensation (including) overtime earned prior to the effective date can be used as part of the final average salary. Since overtime can be material, it may be some years before final average salary increases for many members.

Delay in retirement age for those not already eligible

The normal retirement age is being changed from (1) the earlier of 20 years of service or age 52 to (2) the earlier of age 55 with 25 years of service or age 62 with 10 years of service. This change (1) applies only to benefits based on service earned after the effective date and (2) does not apply to anyone who as of the effective date is either in DROP or already reached age 52 or has 20 years of service.

Example: Assume a member leaves 5 years after the effective date at age 47 with 20 years of service. They can get $15 \times 3\% = 45\%$ of their age 47 final average salary immediately and $5 \times 2\% = 10\%$ of their age 47 final average salary starting at age 62. Alternatively, since the early retirement provisions remain, they could receive a benefit at age 47 of $45\% + (10\% \times (100\% - (3\% \text{ reduction/year}) \times (62-47))) = 50.5\%$ of their final average salary.

We assumed that the 10% (if deferred) would not start at age 55 since they did not have 25 years of service. We valued benefits starting at a single annuity starting date and applied early retirement reductions.

No more DROPs

No one may enter DROP if they are not already age 52 or have 20 years of service as of the effective date.

Elimination of purchase of service and benefits

No additional years of service or benefits may be purchased after the effective date. Since the cost to purchase benefits was based on the full actuarial cost, there is no direct (immediate) savings. However, the City did bear the risk of meeting the 8% return these calculations were based on and this risk would be eliminated by this bill.

Removal of Participant vote before plan changes are made

The Bill was amended to remove the need to get 60% approval of the participants before changes are made. While a material change, it is not one that requires an actuarial cost.

Part 2: Data used

We based the changes on the census supplied by the City for the 63 active (non DROP) members. We understand that these are the same 63 as were in the 2012 actuarial report. The data we were given also contained base pay information which was needed to reflect the loss of overtime for future pensionable pay purposes.

Part 3: Assumptions and Methods used

We started by closely replicating the results for the 63 active non DROP members in the 2012 Buck valuation. Because of the changes in benefits we needed to change the retirement rates for those who had their retirement ages changed and for whom electing DROP would no longer be an option. Our new retirement assumptions are attached. It is possible that Buck might use other assumptions but any difference might not be material.

The effective date of the changes is not specified. As is commonly done, we have measured the impact as if it was effective as of the most recently completed valuation (October 1, 2012). We expect that the effective date will be later than the 2012 valuation date but expect the relative impact to be roughly the same. The number of active members (excluding DROP) we understand has not materially changed since the October 1, 2012 valuation even if they are not all the same individuals.

The plan actuary takes the prior year's payroll (including pensionable overtime) and projects it forward. For the 2012 valuation the FY12 payroll of \$5.5 million was projected to be \$5.9 million for FY13. This produced an expected employee contribution of about \$0.65 million in FY13 which was used to offset the total plan cost (along with the expected State contribution). As a result of the proposed change to eliminate overtime as pensionable earnings we reduced the expected employee contributions by about \$0.13 million which represents 11.1% of the reduction in pensionable payroll. We have preserved higher pre-October 1, 2012 salary amounts since they are likely to impact the average final compensation for some time.

The plan funds using the Entry Age Normal cost method. There are several variations of the method, some of which only occur when benefits are changed in certain ways. The proposed change in the benefit accrual rate from 3% to 2% makes it possible that the plan will adopt the "Replacement Life" method which would roughly lower the normal cost by 1/3rd for the benefit accrual rate change and make little change to the unfunded liability for that change. This would be a good change. The alternative is to continue to use a more traditional method which is the method selected by GASB and would reduce the normal cost by less but also reduces the Actuarial Liability. Both are reasonable cost methods. We have assumed the current and GASB prescribed method would be used.

Mr. Mac Serda
October 29, 2013
Page 4

Actuarial Certification

This letter has been prepared for the City of North Miami Beach for the purposes of estimating the impact of proposed changes in the police pension benefits. It is neither intended nor necessarily suitable for other purposes. Bolton Partners is not responsible for the consequences of any other use. Bolton Partners is not a law firm and we make no representation as to the legal sufficiency of the ordinance.

We used the assumptions, data and methods shown in the 2012 actuarial valuation except where noted otherwise. We did modify the retirement rates as shown in the attachment. I am a credentialed actuary and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this letter. I am currently compliant with the Continuing Professional Development Requirement of the Society of Actuaries.

Please let me know if you have any questions.

Sincerely,

BOLTON PARTNERS, INC.

A handwritten signature in black ink, appearing to read 'T. Lowman', with a long horizontal flourish extending to the right.

Thomas B. Lowman, FSA

Enc.

Appendix

Two versions of Entry Age Normal:

We have used the GASB version of Entry Age Normal. The plan should consider using the “Replacement life” version. Both methods are described below:

“Replacement life” Entry Age method: would base the Normal Cost on the new benefit structure as though it had always been in place, thereby producing a consistent Normal Cost rate for all members in the tier. This has the advantages of a change in Normal Cost (both individual and total) more consistent with what would be expected for a change in future benefit accruals, a stable future Normal Cost rate for the tier, and a relatively smaller (compared to the alternative) change in Actuarial Accrued Liability. Its disadvantages are that it is more complicated to explain and to implement.

GASB method: For benefit formula or structure changes within a plan (e.g. 3% accruals in the past and 2% in the future), the Normal Cost is based on each member’s composite projected benefit (averaged Entry Age)

Retirement rates:

Change in Retirement Rates due to new retirement eligibility of the age 62 with 10 years of service or age 55 with 25 years of service:

New Assumption for those not yet age 52 or with less than 20 years of service and with less than 13 years of service as of the effective date:

Age/Service	10	11	12...23	24	25
55	NA	NA	NA	NA	100%
56	NA	NA	NA	NA	100%
57	NA	NA	NA	NA	100%
58	NA	NA	NA	NA	100%
59	NA	NA	NA	NA	100%
60	NA	NA	NA	NA	100%
61	NA	NA	NA	NA	100%
62	100%	100%	100%	100%	100%

No change in assumptions for those age 52 or older or those with at least 20 years of service. No change for those with 13 or more years of service as of the effective date. Early retirement reductions applied to avoid valuing dual benefit start dates.

No DROP assumed for those not yet age 52 or with less than 20 years of service since proposed plan eliminates DROP for this group.



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

Print

TO: Mayor and City Council
FROM: Pamela L. Latimore, City Clerk
VIA: Pamela L. Latimore, City Clerk
Darcee S. Siegel, City Attorney
DATE: Tuesday, December 3, 2013

RE: Ordinance No. 2013-21 -Second and Final Reading (City Clerk Pamela L. Latimore)

BACKGROUND ANALYSIS:

The establishment of a fee structure to fund and operate the lobbyist program in the city of North Miami Beach. Implementation will ensure both efficiency and expediency in the processing of registration and renewal for lobbyists. Fee based registration is standard procedure in local government and this measure will bring about parity with neighboring municipalities and others throughout the region.

RECOMMENDATION: Approval is recommended.

FISCAL/BUDGETARY IMPACT:

ATTACHMENTS:

[Ordinance No. 2013-21](#)

ORDINANCE NO. 2013-21

AN ORDINANCE AMENDING CHAPTER II OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED "STRUCTURE OF CITY GOVERNMENT"; AMENDING SECTION 2-78 ENTITLED "LOBBYING" BY ADDING AN ANNUAL REGISTRATION FEE REQUIREMENT; CREATING AN EXEMPTION FROM PAYING THE REGISTRATION FEE; AMENDING THE REPORTING REQUIREMENTS FOR LOBBYISTS; AMENDING THE REGISTRATION FORM FOR LOBBYIST REGISTRATION; PROVIDING FOR EXEMPTIONS TO LOBBYIST REGISTRATION; PROVIDING FOR LOBBYIST REPORTING REQUIREMENTS; PROVIDING FOR LATE REGISTRATION AND PENALTIES; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the City of North Miami Beach find that the requirement of registering lobbyists is in the best interest of the citizens of the City; and

WHEREAS, while lobbying is subject to extensive and often complex rules, the activity of lobbying has been interpreted by court rulings as free speech and protected by the United States Constitution; and

WHEREAS, there are many pros to lobbying activities, such as allowing elected officials to find out about topics that perhaps are not in their area of expertise, and lobbyists can educate and inform and often provide valuable information for elected officials; and

WHEREAS, lobbying is about representing people's interests and is part of a practicing democracy; and

WHEREAS, the Mayor and City Council of the City of North Miami Beach find that to preserve and maintain the integrity of the governmental decision-making process, complete public disclosure of the identity and activities of certain persons who engage in support of or against an item before the City Council or city boards, be publicly and regularly disclosed.

ORDINANCE NO. 2013-21

NOW, THEREFORE,

BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida:

Section 1. Section 2-78 of the Code of Ordinances of the City of North Miami Beach, Florida, entitled "Lobbying", is hereby amended as follows:

§2-78 Lobbying.

1. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Expenditure: A payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal paid or provided directly or indirectly to or for the benefit of any elected official or employee of the City for the purpose of lobbying.

Lobbyist: An individual, corporation, partnership, or other legal entity employed or retained, whether paid or not, by a principal who seeks to encourage the approval, disapproval, adoption, repeal, passage, defeat, or modifications of (a) any ordinance, resolution, action or decision of any elected official or City Council; (b) any action, decision, recommendation, any city board or committee, including but not limited to Quasi-Judicial, Advisory Board, Trust, Authority, or Council.

Person: Any individual, corporation, partnership or other legal entity or an agent or employee thereof.

Principal: The person that has employed or retained the services of a lobbyist.

2. Registration and Reporting Requirements.

All lobbyists shall, before engaging in lobbying activities, register with the City Clerk. Every person required to so register shall:

(a) Register on a form prepared by the City Clerk;

(b) State under oath the name and business address of the registrant; the name and business address of each principal which has employed or retained the registrant to lobby; the specific issue for which he/she has been employed or retained to lobby and the existence of any direct or indirect business association, partnership, or financial relationship with any employee of the City of North Miami Beach; all principals must file a form with the City Clerk, signed by the principal or the principal's representative, stating that the lobbyist is authorized to represent the principal; and

(c) Pay the annual registration fee of \$250.00 for each lobbyist, plus an additional fee of \$125.00 for each principal represented for each issue lobbied on behalf of any principal. The Registration Fees required by this section shall be deposited by the City Clerk into a separate account and shall be expended for the purpose of recording, transcribing, administration and other costs incurred in maintaining these records for availability to the public. Unexpended funds shall be transferred to the City's general revenue at the end of each fiscal year. The City Council may in its discretion, waive the registration fee in demonstrated instances of financial hardship. Regardless of the date of the initial registration, all lobbyists' registrations shall expire December 31 of each calendar year, and shall be renewed on a calendar year basis.

Any change to any information originally filed shall require that he/she file an amendment to the registration forms. He/she has a continuing duty to supply information and amend the forms filed throughout the period for which the lobbying occurs. For each separate principal/event/occurrence or representation, an additional disclosure form shall be filed.

3. The Following persons shall be required to register but will be exempt from paying the registration fee:

(a) A person(s) appearing before the Council, committee, or board on behalf of the community's interest, as a volunteer and without compensation, representing the position of a bona fide community organization such as a taxpayers association, a civic or homeowners' association, a public interest group **or a chamber of commerce, or a merchants association.**

(b) Any non-profit community based organization seeking grant services and/or grant funding from the City.

3 4. Exceptions to Registration.

The following shall not be required to register under this section:

(a) Any public official or city staff discussing matters relevant to their official duties;

(b) Any person (citizen/resident) who only appears in his individual capacity for the purpose of self-representation without compensation or reimbursement, whether direct or indirect, to express support of or opposition to any item, including but not limited to those who are members of homeowner or neighborhood associations;

(c) Any person who must appear or is requested to appear before the city council, city board, committee, or any member thereof, or the city manager or city staff in a quasi-judicial proceeding or any agent, attorney, officer or employee of such person;

(d) Any person under contract with the City who communicates with any public official or city staff regarding issues related only to the performance of their services under contract;

(e) Any person who has been designated and is so recognized by the City as a representative of a collective bargaining unit composed of City employees; foreign dignitary appearing in his/her official capacity; a person who owns, publishes or is employed by a newspaper, periodical, radio station, or other bonafide news media; a person who merely appears before, the Mayor, City Council, city board or committee, the city manager or city staff in an individual capacity for the purpose of self-representation;

~~(f) Any non-profit community based organization seeking grant services and/or grant funding from the City;~~

~~(g f)~~ Non-bid vendors making initial “sales” presentations to City administration.

4 5. Expenditures prohibited. Except as expressly allowed by state law, all non-nominal expenditures, as defined herein, are prohibited.

5 6. Reporting Requirements.

A lobbyist shall annually submit to the city clerk’s office a signed statement under oath listing all lobbying expenditures and the sources from which funds for making lobbying expenditures have come. The lobbying expenditures shall include the lobbyist’s own personal expenses for lodging, meals, travel, salary, and office expenses. Such statement of expenditures, entitled “ Annual Expenditures Report” shall be due on February 1st of each year. Such statement shall be rendered on the form provided by the city clerk’s office and shall be open for public inspection. Such statement shall be filed by February 1st of each year, even if there have been no expenditures during the preceding calendar year.

The City Clerk shall keep a current list and a file of registered lobbyists and registration forms required under this section, which shall be open to the public for inspection. These forms and filings shall be available through the City’s website.

6 7. Notification of Failure to Register.

Once the Office of the City Clerk has been notified of a failure to comply with registration requirements, he may administratively collect a \$100.00 late registration fee and register the lobbyist. If any further action is deemed necessary, as determined by the Mayor and Council, they may set additional fines, reprimand, suspend or prohibit the lobbyist from lobbying before the City Council, a city board, a city committee, or members thereof, for a period not to exceed two (2) years. The City Clerk shall submit a report to the City Council as to those lobbyists who have failed to comply with the registration requirements and/or the annual filing requirements.

7 8. Lobbyists shall comply with all County, State, and Federal laws.

~~8. This ordinance and the rules and procedures established herein shall be reviewed by the City Council after being in effect for one year.~~

Section 2. All ordinances or parts of ordinances in conflict herein are hereby repealed.

Section 3. If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 4. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word “Ordinance” may be changed to “Section”, “Article” or other appropriate word as the codifier may deem fit.

Section 5. This Ordinance shall take effect on January 1, 2014.

APPROVED BY TITLE ONLY on this 19th day of November, 2013.

APPROVED AND ADOPTED on this ____ day of _____, 2013.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor & Council