

MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Members of the Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: April 21, 2017

SUBJECT: MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE
ON FRIDAY, APRIL 21, 2017

A meeting of the Finance and Citywide Projects Committee has been scheduled for Friday, April 21, 2017 at 3:15 pm in the Commission Chambers, 3rd Floor of City Hall.

The agenda for the meeting is as follows:

OLD BUSINESS

1. **Discussion On Creation Of Economic Development Goals And Objectives And A Citywide Economic Development Strategy Plan.**
Commission Item C4B, December 14, 2016
(Tourism, Culture, and Economic Development)

Eva Silverstein, Tourism, Culture, and Economic Development Director

Status: Item enclosed.

2. **Discussion Regarding A One Cent (0.01) Food And Beverage Tax Supporting Public Schools Within Miami Beach City Limits.**
Commission Item R9F, March 1, 2017
(Sponsored by Commissioner Grieco)

Leslie Rosenfeld, Chief Learning Development Officer
Cintya Ramos, Director of Budget and Performance Improvement

Dual Referral:

- i. Neighborhood/Community Affairs Committee to determine the allocation, governance, and methodology of expending funds.
- ii. Finance & Citywide Projects Committee to examine various funding mechanisms.

Status: Verbal update.

NEW BUSINESS

3. **Discuss An Arrangement With Sabrina Cohen Foundation For The Construction And Operation Of An Adaptive Fitness Center At A Portion Of The 53rd Street Parking Lot With Direction To Staff To Do Outreach To The Buildings Immediately Adjacent.**

Commission Item C4B, March 22, 2017
(Sponsored by Commissioner Malakoff)

John Rebar, Parks and Recreation Director

Status: Item enclosed.

4. **Discussion Regarding A Potential Lease With The Venture City For Commercial Space Located At 1661 Pennsylvania Avenue**

Eva Silverstein, Tourism, Culture, and Economic Development Director

Status: Item enclosed.

DEFERRED ITEMS

5. **Discussion Regarding Proposed Interceptor Garage At 1623 West Avenue (Lot No. P23).**

Commission Item R9E, September 27, 2016
(Parking)

Saul Frances, Parking Director

Status: Item deferred to the May 19, 2017 Finance and Citywide Projects Committee meeting. The CIP Department received a preliminary concept design and associated cost estimate from Desman, DCP (Design Criteria Professional) for the proposed pedestrian bridge connecting the developer's parking garage to the City's planned interceptor garage. Desman's estimates the pedestrian bridge to cost \$200,000 to \$300,000. Crescent Heights is in possession of Desman's preliminary concept design and estimated costs. The Developer communicated it is evaluating the information.

6. **Discuss Engaging In A Pilot Program With A Cost Reduction Consultant.**

Commission Item C4N, March 1, 2017
(Sponsored by Commissioner Arriola)

James Sutter, Internal Auditor
John Woodruff, Chief Financial Officer

Status: Item deferred to the May 19, 2017 Finance and Citywide Projects Committee meeting, pending coordination with several departments to identify areas and cost reduction potential.

7. Discussion Regarding A Skate Park/Parking Structure At 72nd Street Parking Lot (P92).

Commission Item C4B, February 8, 2017
(Tourism, Culture, and Economic Development)

Eva Silverstein, Tourism, Culture and Economic Development Director

Dual Referral: Mayor's North Beach Master Plan Steering Committee and Finance & Citywide Projects Committee

Status: Item deferred to the May 19, 2017 Finance and Citywide Projects Committee meeting, pending creation of drawings.

8. Discuss The Key Development Parameters For The Barclay Plaza Apartments Workforce Housing Project.

Commission Item C4A, March 1, 2017
(Office of Housing and Community Services)

Maria Ruiz, Director of Housing and Community Services

Status: Item deferred to the May 19, 2017 Finance and Citywide Projects Committee meeting, pending data and analysis.

9. Discussion Regarding Future Uses Or The Potential Sale Of Vacant City-Owned Land Located At 226 87th Terrace.

Commission Item C4A, October 19, 2016
(Sponsored by Commissioner Grieco)

Eva Silverstein, Tourism, Culture and Economic Development Director

Status: Item deferred to the May 19, 2017 Finance and Citywide Projects Committee meeting, so that the City's appraiser is available to discuss this item.

10. Discussion Regarding The Maintenance Of Public Bathrooms Citywide.

Commission Item C4N, February 8, 2017
(Sponsored by Commissioner Grieco)

John Rebar, Parks and Recreation Director
Adrian Morales, Property Management Director

Dual Referral: Neighborhood/Community Affairs Committee and Finance & Citywide Projects Committee

Status: Item deferred pending direction from the Neighborhood and Community Affairs Committee.

11. Discussion To Explore Placing Cameras On Every Corner Of The MXE (Mixed Used Entertainment) District And On The Beachwalk, And Installing Emergency Activation Boxes Along The Beachwalk.

Commission Item C4P, March 1, 2017

(Sponsored by Vice-Mayor Rosen Gonzalez)

Daniel Oates, Police Chief

Dual Referral: Neighborhood/Community Affairs Committee and Finance & Citywide Projects Committee

Status: Item deferred pending direction from the Neighborhood and Community Affairs Committee.

Finance and Citywide Projects Committee Meetings for 2017:

May 19

June 16 – FCWP and Budget Briefing

June 30 – Budget Briefing

July 10 – Budget Briefing

July 21 – Budget Briefing

July 28

August Recess

September 8

October 13

November 3

December 8

Committee Members

Commissioner Ricky Arriola, Chair

Commissioner Joy Malakoff, Vice Chair

Commissioner John Aleman, Member

Commissioner Micky Steinberg, Alternate

John Woodruff, Committee Liaison



JW/MTG

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Cc. Mayor and Members of the City Commission
Management Team

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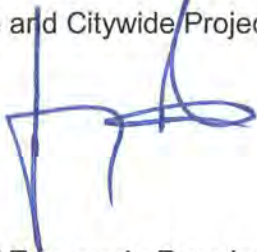
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COMMITTEE MEMORANDUM

TO: Chair and Members of the Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager 

DATE: April 21, 2017

SUBJECT: Discussion On Creation Of Economic Development Goals And Objectives And A Citywide Economic Development Strategy Plan

The purpose of this memorandum is to update the Committee as to staff's efforts to create a scope for the creation of a City-wide economic development strategy since the Committee first heard this item at their December 16, 2016 meeting.

BACKGROUND:

As a global destination and evolving urban center, Miami Beach represents a city with great potential for new economic innovation. The City also has a need to ensure that its local economy is protected to the greatest extent possible from downturns in the local and global markets. While our local economy is not entirely tourism-based, it is clearly weighed heavily towards the tourism industry, which, in the last year alone, has been affected by multiple challenges including Zika, a hurricane, and a convention center under construction. In order to address potential economic challenges, the City might consider opportunities and methods by which it could help to diversify the local economy further and tools it may be able to employ to attract and retain new business developments. Additionally, these efforts should also expand the employment opportunities available to residents of the City, adding another layer to the potential economic benefit.

Diversification of the business base would make the local economy less vulnerable to downturns or economic shocks within any one segment, and would assist in maintaining ongoing business activity, employment opportunities for residents, and revenues to the City. The City's economic development efforts in recent years have focused more on revitalization or enhancement of areas such as Alton Road, North Beach, and Ocean Drive. It is recommended that these efforts should expand to include more traditional economic development activities such as business attraction and retention geared towards desired and advantageous business and development types.

In addition, the City currently has no clear economic development goals or objectives other than the following limited Key Intended Outcomes (KIOs):

- Improve Alliance with Key Business Sectors, Namely Hospitality, Arts, & International Business with a Focus on Enhanced Culture, Entertainment, & Tourism.
- Revitalize Key Neighborhoods, Starting with North Beach and Ocean Drive

Since the last modifications to the City's KIOs, adopted in July 2015, the local economy has continued to change and evolve. Additional economic development goals and objectives should be formulated that may lead to a more defined economic development direction and new KIOs.

The most direct way to address this need would be through the creation of a city-wide economic development strategy plan. Such an effort would utilize a review of: existing businesses, existing commercial space in the City, and marketplace data and other information along with input from the public, to explore what might be the best and most suitable industries for the City to target. Additional activities under this effort could include a strategy of potential methods to attract and retain these desired businesses. These methods could include incentives, zoning modifications or bonuses, and the identification or attraction of projects that might be eligible for grant funding from agencies such as the U.S. Economic Development Administration.

Such a strategy plan would be best implemented through the use of an outside consulting firm that could easily provide market and industry data and assist in connecting the City to established industry leaders. Key industry experts could help to define the most advantageous business types to attract given the City's economy, workforce, commercial and office property inventory, and the regulatory environment in the City, County, and State.

For these reasons, an item referring the creation of an economic development strategy to the Finance and Citywide Projects Committee was made by the City Commission on December 14, 2016.

Shortly after this meeting, the City's Chief Resiliency Officer (CRO) recommended that this effort be reviewed for inclusion of resiliency-related efforts. Additionally, the CRO further suggested that this effort might be enhanced by consultants from 100 Resilient Cities (100RC), a non-profit organization pioneered by the Rockefeller Foundation which assists cities around the world in becoming more resilient to physical, social, and economic challenges to which the City, as part of a triumvirate with local partners Miami-Dade County and the City of Miami, had recently become a member. At the December 16, 2016 Finance and Citywide Projects Committee (FCWPC) meeting, there was brief discussion and full support of moving this item forward and reaching out to 100RC before the item returned to the Committee. Additional discussion at the December FCWPC meeting covered topics such as incorporating other components into a comprehensive strategy such as transportation and housing.

A discussion was subsequently held with 100RC who agreed to provide assistance in determining what might be included in an effort to create an economic development strategy that would further the City's resiliency goals. To this end, 100RC offered 10 hours of assistance from Paul Peninger, a consultant with AECOM who has expertise in urban planning and economics. Mr. Peninger provided to the City's Economic Development Division Director a number of documents regarding economic development strategies, economic development incentives, and directed attention to documents from several other locales across the nation.

After working with Mr. Peninger, a draft RFP with a proposed Scope of Work was prepared for City discussion (Attachment 1).

ANALYSIS

An early conclusion by Mr. Peninger, the 100RC consultant, was that diversification of the business base was the only true resiliency tactic that is necessary in our economic development strategy, but there may be an opportunity to work into the strategy a program that educates business owners on resiliency issues in the City and to potentially outline a program of incentives to assist businesses in becoming more resilient, specifically citing a presentation made by the U.S. Economic Development Administration titled "Resilience and Economic Development: Moving from Idea to Action" (Attachment 2) as a guideline for the addition of these components. Mr. Peninger and staff also considered the need for clear economic development goals and objectives and other economic development related items.

After several conversations, Mr. Peninger provided a discussion draft for a Request for Proposals to Design an Economic Development Strategy for Business Attraction and Diversification for the City of Miami Beach, Florida. The draft scope includes tasks such as:

- Meeting with City staff and stakeholders
- Economic base analysis and identification of targeted sectors
- Recommended incentives for business attraction to diversify the local economy and an implementation plan
- A business retention and expansion strategy
- Economic resiliency strategy
- Overall economic development goals and objectives

All of the tasks are designed to move the City's economic development program forward keeping in mind an effort to diversify the City's economic base, make the City economy and business community resilient, and preparing goals and objectives.

After additional discussion with the City's Economic Development staff, this draft was expanded to also include a task for an Economic Resiliency Strategy, slightly based on the aforementioned U.S. Economic Development Administration presentation, which would be dedicated towards identifying threats to the business community and include a strategy for potential partnerships and identification of post-event recovery funding and financing. A Business Retention and Expansion Strategy task was also included to devise methods for the City to identify existing businesses that are at risk of leaving the City or who need to expand and to devise a program to assist them. Lastly, in the scope of work, a task to incorporate all of the findings from the study into clear economic development goals and objectives for the City was added. The result of the conversations with Mr. Peninger and the Economic Development Staff is the draft RFP (Attachment 1). Mr. Peninger added that, as a result of his involvement as a 100 RC consultant to the City, his firm would not respond to an RFP if the City proceeds. This disclosure also allowed him to offer a recommendation that this project should have a budget of \$75,000.

At the December 16, 2016 Finance and Citywide Projects Committee meeting when this was discussed, the Committee also discussed including other components into the strategy such as transportation and housing. While these are important items and affect the City's ability to attract and retain businesses, the City is currently examining these issues through other studies and initiatives. To make them tasks in the scope of work for this project might cause redundancy with other efforts. If such items are included in

this strategy, the scope should be limited to analysis of other efforts and the effect or missing components of those efforts.

CONCLUSION:

Staff is seeks direction from the Committee as to whether to proceed with a citywide economic development strategy, and if so, whether the Scope of Work in the attached Draft RFP is acceptable. Should the Committee wish to proceed with the Scope of Work as presented, it is recommended that direction be given for staff to submit a budget enhancement request in the amount of \$75,000 for the FY 2017/18 budget.

C: Kathie Brooks, Assistant City Manager
Susanne Torriente, Assistant City Manager/Chief Resiliency Officer
Eva Silverstein, Tourism, Culture and Economic Development Director
Jeffrey Oris, Economic Development Division Director

KGB/ES/JO

ATTACHMENT 1

DISCUSSION DRAFT - Request for Proposals to Design an Economic Development Incentive Strategy for Business Attraction and Diversification for the City of Miami Beach, Florida.

Introduction

The City of Miami Beach is seeking the assistance of a professional economic development consulting firm to design an innovative economic development incentive strategy for the City in order to diversify the local economy and, in doing so, build long-term economic resilience. The selected consultant will work closely with local economic development staff and key stakeholders to design an incentive strategy that leverages the City's core economic strengths, while identifying new areas for business attraction and diversification.

Background

Situated on a barrier island and susceptible to both sea-level rise and flooding risks, Miami Beach is currently a partner in the Rockefeller Foundation funded Resiliency Strategy for Greater Miami and the Beaches (<http://www.100resilientcities.org/cities/entry/greater-miami-and-the-beaches-resilience-challenge#/-/>). The development of this regional strategy will be taking place simultaneously to this preparation of the economic development incentive strategy and the two processes will likely be mutually informative and beneficial, allowing for the sharing of resources and knowledge to allow for the design and implementation of an incentive strategy that is consistent with the Resiliency Strategy for Greater Miami and the Beaches.

For the purposes of this RFP, the terms *Resilience*, *Economic Development Incentives* and *Economic Diversification* are understood as follows:

Resilience is the ability to prepare for and adapt to changing conditions and withstand and recover rapidly from disruptions. Resilience includes the ability to withstand and recover from deliberate attacks, accidents, or naturally occurring threats or incidents. (US Economic Development Administration, 2015).

Economic Development Incentives are inducements—often in the form of financing, but sometimes in the form of services—to persuade companies to build new structures, purchase equipment, design new products, enter new markets, and above all, create new jobs in places where they would not have otherwise. (International Economic Development Council, 2015)

Economic Diversification is the primary method for increasing resilience and ensuring that if some industries are compromised, there may be others that can continue to drive economic activity. (US Economic Development Administration, 2015).

Scope of Work

Proposers should outline their approach and detailed methodology for completing the following core elements of the scope of work for this project.

1. Meet with local economic development staff and stakeholders and establish process for gathering ongoing feedback on Strategy process.
 - a. Create a comprehensive economic development outreach plan.
 - b. Consider establishing a working group to provide ongoing advice and support to staff and consultants in the completion of this project.
2. Economic base analysis and identification of target economic development sectors.
 - a. Build on studies already completed at the State and regional levels.
 - b. Situate Miami Beach in the context of the overall metropolitan economy.
 - c. Identify existing core economic sectors as well as potential opportunities for growing new export-oriented economic sectors to diversify the local economy.
 - d. Optional: SWOT analysis.
3. Best practice case studies of comparable jurisdictions with successful economic development incentive programs geared towards increasing diversification.
 - a. 3-5 case studies building on the work of the EDA, IEDC and others.
4. Establish goals and objective for incentive program based on an understanding of strategic economic opportunities.
5. Design Draft Incentives for Business Attraction to Diversify the local economy. Analyze the costs and benefits of each of the potential incentives and provide a ranking of the actions that would likely yield the most positive results. Types of incentives may include:
 - a. Financial incentives (e.g., tax abatements, grants or loans)
 - b. Regulatory incentives (e.g., flexible design standards for new construction that is built with new or innovative climate change adaptation building technologies)
 - c. Other (e.g., technical assistance and training)
6. Prepare Final Incentives Strategy and Implementation Plan.
 - a. Define final list of incentives.
 - b. Establish roles, responsibilities and funding sources and timelines for implementation.
 - c. Define clear and measurable performance standards for each incentive.
 - d. Create a monitoring and compliance system for City staff to use in overseeing the program

7. Prepare a Business Retention and Expansion Strategy
 - a. Define ways for the City to identify businesses looking to expand within the City or at risk of relocating outside of the City.
 - b. Formulate a list of actions the Economic Development Division can undertake to assist businesses that are seeking to expand in the City or are at risk of relocating outside of the City
8. Prepare an Economic Resiliency Strategy.
 - a. Identify potential threats to businesses within the City for which the City and businesses should prepare
 - b. Identify stakeholders and other organizations for which coordination in any “shock to the system” event (i.e. hurricane, sea level rise, terrorist act, major travel interruption) is critical.
 - c. Recommend training or coordination programs for those stakeholders/organizations identified in item b.
 - d. Identify potential training opportunities for the City to host to insure businesses prepare for threats (i.e. creating business continuity plans, how to work with your insurance company post event, information that is critical for post-event financing
9. Utilize Previous Tasks to Identify Clear Overall Goals and Objectives for the City’s Economic Development Program

Optional: Miami Beach Resiliency “Makers Lab” Feasibility Study. Perhaps more than any municipality in the United States, Miami Beach is uniquely situated to provide an ideal urban laboratory for businesses and entrepreneurs experimenting with the design and creation of new building technologies and infrastructure systems (water, energy, transportation, etc.) for areas that are at high-risk of seas level rise or flooding due to inundation. This optional task would explore the feasibility and costs and benefits of structuring specific incentives for businesses in this business segment.

ATTACHMENT 2



Resilience and Economic Development

Moving from Idea to Action

May 19th, 2015

INNOVATION. REGIONAL COLLABORATION. JOB CREATION.

A PRIMER ON RESILIENCE

A RESILIENCE PRIMER: WHAT IS RESILIENCE?

- Resilience is the ability to prepare for and adapt to changing conditions and withstand and recover rapidly from disruptions. Resilience includes the ability to withstand and recover from deliberate attacks, accidents, or naturally occurring threats or incidents.
- The contemporary use of “resilience” has many applications.
- Change, either gradual or catastrophic, is unavoidable.
- Resilience focuses on increasing the ability of systems to adapt and change with little long-term loss of function or potential for growth.

3

A RESILIENCE PRIMER: WHAT IS A DISASTER?

A “disaster” has three primary components:

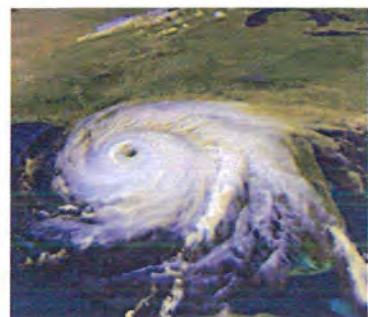
Physical Environment



Community of People



Hazard Event



4

A RESILIENCE PRIMER: ECONOMIC BENEFITS OF RESILIENCE

Investing into resilience:

- Reduces the financial impacts of disasters
- Improves economic profitability and performance
- Improves the climate for investment and site-location



Source: Rockefeller Foundation

5

EVALUATING ECONOMIC RESILIENCE

ECONOMIC RESILIENCE EVALUATION TOOL

Economic resilience involves many aspects of a local or regional economy. In 2014 the EDA developed a tool for evaluating economic development plans for resiliency using 11 relevant topical areas:

- Research and Knowledge-Building
- Planning
- Governance
- Financing
- Infrastructure
- Procurement Strategies
- Business Continuity and Risk Management
- Workforce Support
- Economic Diversification
- Counseling and Technical Assistance
- Communications Systems

7

ECONOMIC RESILIENCE TOOL: RESEARCH AND KNOWLEDGE BUILDING

Research and Knowledge-Building includes background data and analyses used to understand the local economy. In order to “build back better” it is critical to have adequate data on what the pre-disaster baseline was, and best practices in preparation and recovery.

- Identifies robust data system concerning the local economy and local firms.
- Includes SWOT analysis or other evaluation of economic and industry-specific vulnerabilities or opportunities for growth.
- Demonstrates understanding of best practices in preparedness and recovery for key industries.



8

ECONOMIC RESILIENCE TOOL: *PLANNING*

Planning identifies the integration of economic development plans into other local, regional, and state planning activities. Planning in silos leaves the economy exposed to gaps in planning or lack of collaboration. Integration of various planning instruments is important, as well as evidence of broad stakeholder support and engagement.

- References or identifies points of integration with other planning efforts in the community (i.e., land use plans, hazard mitigation plans, etc.).
- Demonstrates participation in regional or state planning processes for economic resilience as part of a separate economic planning initiative or as part of mitigation or preparedness planning efforts.
- Exhibits evidence of broad or significant stakeholder engagement (including Chambers of Commerce, industry organizations, workforce groups, etc.).
- Provides evidence that vulnerable populations have been adequately engaged and represented in plans.
- Tracks the extent to which plans have been implemented or active projects have been initiated/completed.

9

ECONOMIC RESILIENCE TOOL: *GOVERNANCE*

Governance addresses the organizational structures in place to address economic planning and recovery issues. This includes both government agencies, as well as evidence of a viable non-profit sector to implement relevant activities.

- Identifies an office or team tasked with managing economic incident response and/or recovery.
- Demonstrates integration with other relevant regional, state, and federal economic response and recovery entities.
- Includes or acknowledges the role of non-profit organizations, volunteer organizations, community foundations, and non-traditional lenders to support resiliency building and recovery efforts.
- Includes an assessment of community organizations and their ability to manage and contribute to post-disaster recovery programming.
- Cultivates public-private partnerships to foster mutual support for economic development goals.
- Identifies an office or team tasked with managing economic incident response and/or recovery.

10

ECONOMIC RESILIENCE TOOL: *FINANCING*

Financing includes resources and programs in place to support economic recovery. This includes financing of both pre- and post-disaster activities, through both private and public funding sources.

- Identifies resources to incentivize economic disaster mitigation planning and preparedness.
- Identifies resources for economic disaster response and recovery for public and private sector services.
- Identifies local funding or grant-making mechanisms for post-disaster small business financing and financial program management.
- Maintains a program to promote adequate private insurance coverage for local businesses.
- Identifies strategies for financing resilience initiatives.

11

ECONOMIC RESILIENCE TOOL: *INFRASTRUCTURE*

Infrastructure includes strategies and programs to maintain critical systems, as well as planning for redundancies and alternatives to failed systems.

- Includes a plan for maintaining/upgrading critical infrastructure and the resulting impact on the business community.
- Identifies interface between critical infrastructure organizations (e.g., water board) and economic development organizations.
- Contains a strategy or plan for rapid return of utilities following a disaster.
- Includes a strategy for alternate transportation routes and logistics for economic activity.



12

ECONOMIC RESILIENCE TOOL: *PROCUREMENT STRATEGIES*

Procurement Strategies include plans for reducing capital leakage and providing training to support procurement efforts. Public and private purchasing of goods and services after a disaster are important to economic recovery, which requires a focus on buying local whenever possible.

- Includes a strategy for working with emergency management and recovery organizations to identify local procurement opportunities following disasters.
- Has a strategy for encouraging procurement training for local businesses and encouraging local businesses to register as approved vendors for local, state and federal procurement processes.
- Has preliminary marketing plan for promoting local businesses during a recovery.
- Has strategy for maintaining supply chain access for local businesses following disasters.

13

ECONOMIC RESILIENCE TOOL: *BUSINESS CONTINUITY & RISK MANAGEMENT*

Business Continuity and Risk Management promote the development of business continuity plans and facilitate a quick return to business. Preparing the private sector to manage their own resilience and recovery reduces the load on public services and resources.

- Has a program in place promoting/assisting local businesses in preparing business continuity plans.
- Has a program in place promoting good record keeping in order to access business recovery resources.
- Has a program in place promoting generators and other private forms of energy and water access.
- Has plan for providing short-term space for affected businesses.
- Has plan in place to relax or streamline permitting and zoning bylaws to encourage quick return of businesses.



14

ECONOMIC RESILIENCE TOOL: *WORKFORCE SUPPORT*

Workforce Support includes programs focusing on training, placement services, and community support. Ensuring that the workforce has flexible skill sets and their own personal recovery plans will increase the ability of the workforce to weather changes in the economy and be available for business needs.

- Identifies programs for workforce education and skills training for a more flexible and adaptable workforce.
- Identifies labor agencies and similar firms that may be required to fill labor gaps and reduce unemployment due to workforce displacement after a disaster or other economic disruption
- Promotes personal financial literacy, Individual Development Accounts, or other programs to encourage savings and other practices for precarious workforce members.
- Promotes disaster preparedness and planning for households.
- Accounts for the vulnerabilities posed to the workforce by transportation, schools and other critical infrastructure outages.
- Has a program in place to educate employers on public and private resources available to support workforce preparedness and post-disaster assistance.

15

ECONOMIC RESILIENCE TOOL: *ECONOMIC DIVERSIFICATION*

Economic Diversification is the primary method for increasing resilience and ensuring that if some industries are compromised, there may be others that can continue to drive economic activity.

- Recognizes extent to which the local economy is dependent on a single or few industries.
- Indicates activities or partnerships for attracting or developing new industries.
- Considers the hazards posed by targeted growth industries or existing economic drivers of the community.
- Considers the vulnerabilities or methods of risk avoidance for key industry sectors.

16

ECONOMIC RESILIENCE TOOL: *ECONOMIC DIVERSIFICATION (CONT)*

- Considers the natural hazard vulnerabilities of commercial development sites.
- Demonstrates the ability to understand trends and identify activities for innovation and developing competitive advantages in current industries.
- Recognizes industry interdependencies and potential opportunities for enhancing supply chain resilience.
- Promotes the development of enterprises and technologies that support disaster preparedness and recovery.

17

ECONOMIC RESILIENCE TOOL: *COUNSELING AND TECHNICAL ASSISTANCE*

Counseling and Technical Assistance include programs to provide technical assistance to businesses and individuals. In addition to traditional business technical assistance, personal crisis management support is important for an entrepreneurial class that is usually coping with both personal and business losses simultaneously.

- Identifies presence of adequate personal and business counseling professionals.
- Demonstrates connection between counseling programs and the ability for businesses to access capital.
- Identifies existing business retention and expansion (BRE) programs/programs for assisting businesses in distress.



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ECONOMIC RESILIENCE TOOL: COMMUNICATION SYSTEMS

Communications Systems include those systems that facilitate information sharing with local businesses. Resource guides, 311 call centers, and other communications systems can all contribute to getting important information to the business sector before, during, and after a disaster event.

- Identifies processes/mechanisms (e.g., business emergency operations center) for communicating with businesses in the aftermath of a disaster.
- Has produced or distributed a resource guide for disaster-mitigation and post-disaster recovery for local businesses.



19

IMPLEMENTING RESILIENCE: A PATHWAY TO RESILIENCY

Charting a Pathway to Resiliency



20



NEW EDA CEDS Content Guidelines

CEDS CONTENT GUIDELINES

The new **CEDS Content Guidelines** are a collection of suggestions and recommendations, not a list of additional requirements. . .

CEDS CONTENT GUIDELINES

Why new CEDS Content Guidelines?

- The new CEDS Content Guidelines (Guidelines) are intended to help regional planning organizations craft more impactful CEDS. The Guidelines will be released in conjunction with EDA's new regulations.
- The Guidelines are intended to replace the current two-pager ("CEDS Summary of Requirements") which was often criticized for simply repeating the regs while not providing enough information on what EDA would like to see in the CEDS.



CEDS CONTENT GUIDELINES

What's new with the CEDS Content Guidelines?

- Looks more like the 2000 and 2002 CEDS Guidelines ("Brown Book" and "Green Book").
- Developed with input of EDA regional office staff and stakeholders.
- Offers suggestions on what should be included in each of the required sections (per the regs), and recommends tools, resources and examples to help in the development of the CEDS document ("Recommended Resource").
- Focused almost exclusively on content (versus process).
- Provides practical suggestions about formatting – look and feel.

CEDS CONTENT GUIDELINES

How are the CEDS Content Guidelines structured?

1. Overview
2. Content
 - Summary Background
 - SWOT Analysis
 - Strategic Direction/Action Plan
 - Evaluation Framework
 - Economic Resilience
3. Format
4. Preparation
5. Equivalent/Alternative Plans

US Economic Development Administration - EDA	
Comprehensive Economic Development Strategy (CEDS)	
Content Guidelines:	
<i>Recommendations for Creating an Impactful CEDS</i>	
Contents	
1. Overview	2
2. Content	4
A. Summary Background: A summary background of the economic development conditions of the region	4
B. SWOT Analysis: An in-depth analysis of regional strengths, weaknesses, opportunities and threats	6
C. Strategic Direction/Action Plan: Strategic direction and action plan (flowing from the SWOT analysis), which should be consistent with other relevant state/regional plans	11
• Strategic Direction: Vision Statement and Goals/Objectives	11
• Action Plan: Implementation	12
D. Evaluation Framework: Performance measures used to evaluate the organization's implementation of the CEDS and its impact on the regional economy	14
E. Economic Resilience	15
• Planning for and Implementing Resilience	17
• Establishing Information Networks	18
• Pre-Disaster Recovery Planning	20
• Measuring Resilience	21
3. Format	22
4. Preparation	23
5. Equivalent/Alternative Plans	28

CEDS CONTENT GUIDELINES

1. Linking the sections to improve the CEDS focus and measurable impact
 2. Including key elements such as workforce, broadband, energy, etc.
 3. Emphasizing goals, measurable objectives and strategies rather than a stand-alone list of projects
 4. Integrating/leveraging other planning efforts and resources
 5. Infusing economic resiliency into the CEDS document
- "...each CEDS must promote Regional resiliency and be unique and responsive to the relevant Region."***

- Economic resiliency = An area's ability to withstand, prevent, or quickly recover from major disruptions (i.e., 'shocks') to its underlying economic base.
- CEDS serves as a critical mechanism to help regions identify vulnerabilities and withstand or recover from disruptions.
- Integrating resiliency into the CEDS can take multiple forms (need to identify assets and vulnerabilities regardless)

CEDS CONTENT GUIDELINES – ECONOMIC RESILIENCE

- Steady-state initiatives: longer-term efforts that seek to bolster a community's ability to withstand or prevent a shock
- Responsive initiatives: establishing capabilities that allow an organization/region to be responsive to region's recovery needs following an incident
- As a baseline, EDA suggests regions undertake a *two-pronged approach*:
 - 1) Implement **specific goals or actions** to bolster the long-term economic durability of the region (*steady-state*)
 - 2) Establish **information networks** among the various stakeholders in the region to facilitate active and regular communications between the public, private, education and non-profit sectors to collaborate on existing and potential future challenges (*responsive*).

TAKEAWAYS



TAKEAWAYS

- Economic resilience is the process of reducing vulnerabilities and increasing adaptive capacities in the local economy.
- Resilience is a form of economic development and can provide material benefits for firms and local governments.
- Many resilience activities are incremental and relatively inexpensive for local governments. Local governments can act as catalysts to engage the private sector to improve the economy.
- Good planning is critical for resiliency. Investing into community organizing, assessing the economy, and planning for programs or initiatives builds the foundation for economic preservation and growth.

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GOOD RESOURCES – MEASURING

Community Resilience System

A set of tools developed by CARRI to help communities analyze and improve their level of resilience. <http://www.resilientus.org/>

Building Code Effectiveness Grading Schedule (BCEGS)

The Insurance Services Offices (ISO) administers the BCEGS to assess building codes and building code enforcement in municipalities which highlights vulnerability in the built environment.

<http://www.isomitigation.com/bcegs/0000/bcegs0001.html>

HAZUS - FEMA

A national model for estimating potential disaster losses.

<http://www.fema.gov/hazus-software>

Bureau of Labor Statistics (www.bls.gov) provides extensive county-level data on various economic factors.

StatsAmerica (www.statsamerica.org) provides side-by-side comparisons, plus innovation metrics and distress indicators

EDA's Cluster Mapping project (www.clustermapping.us) provides data on industry sectors for different geographic scales.

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GOOD RESOURCES – ECONOMIC RECOVERY/RESILIENCE

- **RestoreYourEconomy.org** – lots of good references, guides, etc.
- **Leadership in a Time of Crisis: A Toolkit for Economic Recovery and Resiliency** – a “textbook” on economic recovery and resilience! <http://restoreyoureconomy.org/toolkit/>
- **EDA’s Disaster Recovery Page**: - includes good guidance materials, and examples of past technical assistance work products. <http://eda.gov/about/disaster-recovery.htm>
- **HUD Exchange Community Resilience Planning Resources**: <https://www.hudexchange.info/manage-a-program/community-resilience/community-resilience-planning-resource>

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ECONOMIC DEVELOPMENT ADMINISTRATION ASSISTANCE



Joshua Barnes

EDA Disaster Recovery Coordinator

jbarnes@eda.gov

202-482-2453

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I T E M T H R E E

MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Members of the Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager. 

DATE: April 21, 2017

SUBJECT: **DISCUSS AN ARRANGEMENT WITH SABRINA COHEN FOUNDATION FOR THE CONSTRUCTION AND OPERATION OF AN ADAPTIVE RECREATION CENTER ON A PORTION OF THE 53RD STREET PARKING LOT WITH DIRECTION TO STAFF TO DO OUTREACH TO THE BUILDINGS IMMEDIATELY ADJACENT**

BACKGROUND

At the March 22, 2017 City Commission meeting, a discussion on a possible arrangement with the Sabrina Cohen Foundation, Inc. (the "Foundation") for the construction and operation of an Adaptive Fitness Center at the 53rd street parking lot was referred to the Finance & Citywide Projects Committee by Commissioner Malakoff.

The concept for this Adaptive Recreation Center (the "Center") would require a commitment from the Foundation to fully fund the design and construction of an additional Parks and Recreation facility to serve this specialized purpose. The Center, which aims to serve differently abled individuals of all ages, would become part of the Parks and Recreation Department's inventory. The second phase of this collaboration would be for the Foundation to enter into a management agreement with the City to operate the space.

The proposed location for the construction of the facility is the 53rd street parking lot on Collins Avenue (Exhibit A), adjacent to Beachview Park. The facility would not encroach onto the park, or obstruct greenspace in any way.

Administration has worked with the City Attorney's Office to draft a Term Sheet for the Collaboration and Funding Agreement (Exhibit B). Administration has also conducted its first phase of community outreach inviting the three neighboring condominiums to a public input/informational meeting on April 17, 2017, where City Staff, Sabrina Cohen and Miami Beach Residents will discuss the location and operation of the potential Center. Administration will present the outcome of the public meeting at the April FWCP committee meeting.

Attachments

Exhibit A – Current Conditions of the 53rd Street Lot

Exhibit B – Draft Term Sheet for the Collaboration and Funding Agreement

JLM/EC/ST/JR 

Exhibit "A"
Current Conditions of 53rd Street Lot



Exhibit "B"

Draft Term Sheet for the Collaboration and Funding Agreement

FOR DISCUSSION PURPOSES ONLY

SUBJECT TO CITY COMMISSION REVIEW AND INPUT

Draft Collaboration/Funding Agreement, Sabrina Cohen Foundation

April 7, 2017

DRAFT TERM SHEET

COLLABORATION AND FUNDING AGREEMENT

BETWEEN THE CITY OF MIAMI BEACH (CITY) AND

THE SABRINA COHEN FOUNDATION, INC. (THE FOUNDATION)

BACKGROUND

1. The City is the owner of certain real property located at and around 5300 Collins Avenue, which includes City Fire Station 3, the parking lot areas east and south of Fire Station 3, Beach View Park and associated facilities.
2. In an effort to provide enhanced recreational programming at Beach View Park and greater access to the City's beaches, the City desires to expand the footprint available for Beach View Park facilities, without reducing any existing park greenspace. In furtherance thereof, the City desires to repurpose a portion of the existing surface parking lot area described more fully in Section 1 below, to provide expanded parks and recreation services to the public, including persons living with physical and cognitive disabilities, seniors, and able-bodied individuals with temporary injuries.
3. The Foundation is a not-for-profit corporation of the State of Florida, and an exempt 501(c)3 organization entitled to solicit and accept donations in the State of Florida for charitable purposes. The Foundation currently operates a successful adaptive beach day program within the City of Miami Beach, with accessible beach programming at or near Beach View Park.
4. In view of the limited funding available to the City to support its City-wide parks and recreational needs, the Foundation desires to collaborate with the City to fund the City's construction of a City-owned recreational facility which, once constructed, will be used in accordance with this Agreement for the purposes specified herein, and which are intended primarily to provide an accessible access point to the beach, and beach programming, for persons living with physical and cognitive disabilities, seniors, and able-bodied individuals with temporary injuries.

NOW THEREFORE, the City and the Foundation agree as follows:

1. PREMISES / FACILITY

1.1. The Premises shall consist of approximately _____ square feet of land east of 5300 Collins Avenue, as approximately depicted in the site plan set forth in Exhibit 1 hereto, with up to ____ sq. ft. available for the construction of a City-owned building with a maximum height of ____ ft. (the "City Facility"). The City Facility shall be developed and used by the City (and any entities contracting through the City for the management and operation thereof) as provided for in Section 3.

2. COLLABORATION FOR DEVELOPMENT OF ADAPTIVE RECREATION CENTER

2.1. The Foundation agrees to solicit contributions and grant funds to cover the costs of development, design and construction of the City Facility, including furniture, fixtures and equipment ("Project Costs"). The parties shall jointly develop the estimated budget for Project Costs, and anticipate that donor/grant funds will be sufficient to cover the Project Costs.

Exhibit "B"

Draft Term Sheet for the Collaboration and Funding Agreement

FOR DISCUSSION PURPOSES ONLY

SUBJECT TO CITY COMMISSION REVIEW AND INPUT

Draft Collaboration/Funding Agreement, Sabrina Cohen Foundation

April 7, 2017

2.2. The Foundation acknowledges that the City has not identified or appropriated any City funds for the construction or operation of the City Facility, and that such funds may not be forthcoming. The Foundation further acknowledges and agrees that by entering into this Agreement, the City shall have no obligation to contribute any funds for the Project Costs, and any funding commitments with respect thereto shall require City Commission approval at its sole discretion.

2.3. In order to permit the Foundation time to engage in necessary fundraising, the City will not use the Premises or dedicate the Premises for any purpose other than its current uses as a municipal surface parking lot, until sufficient funds are raised to cover the Project Costs, or the expiration or earlier termination of this Agreement.

2.4. At all times, City shall retain ownership of the Premises and the City Facility. With respect to furniture, fixtures and equipment, the Foundation shall own any furniture, non-permanent fixtures, and equipment that is paid for with Foundation funds. The City shall own all permanent fixtures, in addition to any equipment, non-permanent fixtures and furniture paid for by the City, if any.

2.5. Any funds the City accepts from the Foundation for the City Facility shall be used exclusively to support the development, design, and construction of the City Facility.

2.6. The City's Office of Grants Administration shall meet with the Foundation to identify potential grant opportunities that may be available to either the City, the Foundation, or both, in support of the development and construction of the City Facility. With respect to grant opportunities that may only be available to public entities such as the City (or for which, for whatever reason, the parties agree that it would be more advantageous for the City to directly serve as the applicant), the City will, at its sole discretion, apply for such grants. The Foundation shall otherwise be responsible for applying for any grants in support of the City Facility, at its sole discretion. **[Need to clarify further with Foundation, if necessary]**

3. APPROVED PERMITTED USES OF THE CITY FACILITY

Subject to the Foundation's contribution to the City of the Project Costs, the City agrees that for a period of ____ (__) years from the date the City Facility is opened to the public, the City Facility shall be primarily used for the following intended purposes:

(1) as an adaptive recreation center primarily serving persons living with physical and cognitive disabilities, seniors, able-bodied individuals with temporary injuries; or

(2) if Foundation or third-party funding is not available to cover all operating costs for an adaptive recreation center, the City Facility shall be primarily used as a parks and recreation facility that, among other City Parks-related programming activities, serves as an accessible access point to the beach for persons living with physical and cognitive disabilities, seniors, able-bodied individuals with temporary injuries. [City and Foundation to discuss further; City's intent here is that, if City is required to cover operating shortfalls, it may need flexibility re: use of the City Facility]

The Foundation agrees that, as part of its fundraising efforts, it will not accept any donation, grant or other funds for the development or construction of the City Facility that contains any restriction or imposes any requirements on the City other than those expressly contained in this Section 3,

Exhibit "B"

Draft Term Sheet for the Collaboration and Funding Agreement

FOR DISCUSSION PURPOSES ONLY

SUBJECT TO CITY COMMISSION REVIEW AND INPUT

Draft Collaboration/Funding Agreement, Sabrina Cohen Foundation

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including, without limitation, any requirement of specific programming at the City Facility, any requirement that would involve the expenditure of public funds, or any limitation with respect to the City's selection of any manager/operator for the City Facility. All donations that include any interior or exterior naming rights shall be subject to the provisions of Section 4 of this Agreement.

4. NAMING RIGHTS, SPONSORSHIPS, APPROVAL OF SIGNAGE

4.1. The Foundation shall have the right to erect interior signage, including, without limitation, temporary banners (temporary signage is subject to City Manager's approval) and exterior signage; provided, however, that the names affixed thereon (including, without limitation, any sponsor names) shall be subject to approval as required by the City's Naming Ordinance, as codified in Chapter 82, Article VI, Sections 82-501 through 82-505 of the City Code, as may be amended from time to time.

4.2. If any naming is approved by the City, any exterior or interior signage shall be subject to separate review by the City. In no event may any approved interior or exterior signage include the names of any company selling the following types of products: guns, tobacco, gambling, **[need to discuss other restrictions?]**.

4.3. The Foundation acknowledges that the City has entered into certain arrangements with City vendors whose products are offered City-wide, including Coca-Cola Bottling and Bertoli, and that a copy of these agreements is attached as Exhibit 2 hereto. In no event shall Foundation confer any sponsor or naming recognition that conflicts with the terms of the City's existing exclusive relationships. If the City enters into any additional exclusive relationships after the execution of this Agreement, the City shall endeavor to exclude the City Facility from the scope of the vendor's exclusivity, to permit the Foundation to maximize on fund-raising opportunities with respect to the City Facility.

5. PROJECT ADMINISTRATION AND BUDGET

5.1. The preliminary budget of the Project Costs for the development, design and construction of the City Facility is estimated at \$_____ (including a 10% contingency), and the City Facility will be designed to this budget.

5.2. The development, design and construction of the City Facility shall be administered as a City project in accordance with all City procurement and applicable laws, including, without limitation, LEED certification requirements, and the budget for the City Facility shall reflect such requirements. The City shall be responsible for entering into the contract with the architect-engineer, the construction contractor, and any ancillary professionals or other vendors required to complete the City Facility and related improvements within the Premises, and the City's Capital Improvements Office shall serve as the contract administrator.

5.3. The City shall not enter into any binding agreement with an architect/engineer for the design of the City Facility until all of the following events have occurred:

- (1) the Foundation has transferred the funds sufficient to cover the total contract amount for architectural/engineering fees; and

Exhibit "B"

Draft Term Sheet for the Collaboration and Funding Agreement

FOR DISCUSSION PURPOSES ONLY

SUBJECT TO CITY COMMISSION REVIEW AND INPUT

Draft Collaboration/Funding Agreement, Sabrina Cohen Foundation

April 7, 2017

(2) the Foundation has evidenced to the City that it has received total donation pledges or grant commitments in an amount sufficient to cover the remaining Project Costs, and that such pledges and commitments are anticipated to be fulfilled within ___ months following execution of the agreement between City and the architect/engineer; and

(3) any naming rights associated with donations or grants are approved pursuant to Section 4 herein and the City's Naming Ordinance.

[In addition to general concepts above, City and Foundation to identify milestones; specific dollars raised to trigger procurement/development actions]

5.4. The City shall not enter into a binding agreement with a construction contractor for the City Facility until such time as the Foundation transfers the funds sufficient to cover the total estimated construction costs, and any naming rights associated with such donations are approved pursuant to Section 4 herein and the City's Naming Ordinance.

5.5. The Foundation agrees to provide and pay for the initial concept rendering for the City Facility for the City's consideration. The Foundation further agrees to provide City with input with respect to design development, particularly with respect to aspects of the design that may enhance the use of the City Facility for its intended purposes. All design documents, plans and specifications shall be subject to City's final approval, and pursuant to all applicable governmental requirements, including regulatory approval by the Design Review Board and agencies having jurisdiction over the City Facility.

5.6. As part of the design development process, the City shall require the architect/engineer to provide an updated estimate of the construction costs, and the estimate of total Project Costs shall be adjusted accordingly. In the event the estimates to design/construct the Facility exceed available funds, or in the event cost overruns with respect to the Project Costs are anticipated, the City and the Foundation shall work together to either identify additional funds or adjust the project scope, as necessary. Except for the expenditure of the funds received from the Foundation for the City Facility, City shall have no obligation to expend any funds to design, construct or equip the City Facility.

5.7. In the event the City Facility and related improvements are developed, designed and constructed for less than the amounts contributed by the Foundation for Project Costs, then any unused funds shall be returned to the Foundation.

5.8. **[City to confirm:** Subject to Foundation's contribution to the City of the Project Costs, the City, at its sole cost and expense, agrees to modify a portion of the existing Beach View Park for the purpose of creating an adaptive beach path that provides access to the beach.]

6. TERM

The term of this Agreement (Term) shall commence upon execution of this Agreement by all parties hereto, and shall continue thereafter for a period of ___ years, unless earlier terminated in accordance with this Agreement.

Exhibit "B"

Draft Term Sheet for the Collaboration and Funding Agreement

FOR DISCUSSION PURPOSES ONLY

SUBJECT TO CITY COMMISSION REVIEW AND INPUT

Draft Collaboration/Funding Agreement, Sabrina Cohen Foundation

April 7, 2017

7. PROJECT SCHEDULE

The parties agree to the following milestones with respect to the Foundation's fundraising efforts and the development of the City Facility: **[need to discuss, including with input from City's Capital Improvements Office]**

The foregoing milestones may be extended upon the mutual written agreement of the City Manager and the Foundation.

8. RIGHT TO TERMINATE

8.1. Termination for Convenience:

8.1.1. The Foundation and the City shall each have the right to terminate this Agreement for convenience at any time prior to City's execution of the agreement with the architect/engineer for the design of the City Facility, with each party to bear their own costs and fees.

8.1.2. The Foundation and the City shall each have the right to terminate this Agreement for convenience if, pursuant to Section 5.6 of this Agreement, the City and Foundation are unable to identify additional funds or agree upon project scope reductions, if either or both are needed in the event that the anticipated Project Costs exceed available funds.

8.1.3. The Foundation shall have the right to terminate this Agreement for its convenience if, as part of the design reviews for the City Facility, changes to the plans and specifications are required by the applicable City boards or agencies having jurisdiction, and such changes render the City Facility economically unfeasible.

8.1.4. The City shall also have the right to terminate this Agreement for its convenience if the Foundation has not contributed the total Project Costs to the City by the outside date of ___, 20___.

8.1.5. Any termination for convenience shall be effective upon ten (10) days written notice to the other party. In the event of a termination for convenience of this Agreement, neither party shall have any liability or owe any further obligation to the other party.

8.2. Termination for Cause:

Either party may terminate this Agreement for cause if either party fails to comply with a material term or covenant of this Agreement, and such failure shall continue for a period of ninety (90) days after receipt of written notice thereof specifying the failure or breach or, if the default is not capable of being cured within such ninety (90) day period, the defaulting party fails within such period to commence a cure and thereafter diligently and in good faith prosecute the same to completion within a reasonable time. Subject to the cure period set forth herein, City may also terminate this Agreement for cause if the Foundation fails to maintain its 501(c)3 exempt organization status.

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Draft Collaboration/Funding Agreement, Sabrina Cohen Foundation

April 7, 2017

9. NO AGENCY RELATIONSHIP

This Agreement does not authorize any party to do business under any name belonging to any other party, or to make any representations on behalf of or purporting to bind any other party, or to enter into any contracts or agreements of any type in the name of, or on behalf of, any other party. No party is empowered to state or simply imply, either directly or indirectly, that it or its activities, other than pursuant to the limited activities contemplated herein, are supported, endorsed or sponsored by any other party and, upon the direction of the non-declaring party, shall issue express disclaimers to the effect upon request of the other party. Nothing herein shall be construed to place the parties in the relationship of partners or joint ventures, nor shall any similar relationship be deemed to exist between them.

10. NO WARRANTIES, REPRESENTATIONS OR GUARANTEES

Except as to the commitment with respect to the use of the Facility as set forth in Section 3, the City makes no warranties, representations or guarantees whatsoever with respect to the development, design or construction of the City Facility, including without limitation, any warranty or representation that the applicable City boards or permitting agencies, in their regulatory capacity, will approve the design for the City Facility, or that the estimated Project Costs set forth herein will be sufficient to complete the Project, or with respect to the management of the City Facility. Similarly, the Foundation makes no warranties, representations or guarantees that it will be able to raise sufficient funds to cover the Project Costs.

11. LIABILITY

Each party shall assume, and shall be responsible for, any and all risk of loss or damage attributable to the negligent acts or omissions of that party and its officers, employees, and agents thereof.

12. DAMAGE OR DESTRUCTION TO CITY FACILITY

If any portion of the Premises or the City Facility, or any furnishings or fixtures installed therein, are destroyed or damaged in whole or in part by any Force Majeure event or casualty, the City shall give the Foundation prompt notice thereof. The City shall undertake to repair, replace or rebuild the same with a structure of substantially the same character and condition as existed immediately prior to such occurrence if insurance coverage is available for that purpose. For purposes of this Agreement, "Force Majeure" shall mean any interruption, failure, inability, or delay in performing hereunder, due to, without limitation, acts of God (such as a storm, flood or other natural disaster), acts of any government, war or other hostility, acts of terrorism or vandalism, civil disorder, the elements, fire, explosion, power failure, equipment failure, labor dispute or threat thereof, embargo, or similar event or casualty. All insurance proceeds derived and collected from an insurance carrier relating to the City Facility shall be applied to the restoration and rebuilding of the City Facility. If insurance proceeds are insufficient for proper or effective repair, replacement or rebuilding, the City shall have no obligation to rebuild the City Facility.

13. GOVERNING LAW AND VENUE

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FOR DISCUSSION PURPOSES ONLY

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Draft Collaboration/Funding Agreement, Sabrina Cohen Foundation

April 7, 2017

This Agreement shall be governed by the laws of the State of Florida and shall be enforceable in Miami-Dade County, Florida. If legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

14. NO ASSIGNMENT

Foundation shall not subcontract, assign, or transfer all or any portion of this Agreement without the prior written consent of the City Commission, which consent, if given at all, shall be in the City Commission's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

15. NO THIRD-PARTY BENEFICIARIES

This Agreement is intended for the benefit of the City and Foundation only, and shall not be construed to create third party beneficiary rights in any other party.

16. SEPARATE AGREEMENT REQUIRED FOR MANAGEMENT OF CITY FACILITY

16.1. Foundation acknowledges that the City Commission, at its sole discretion, shall have the sole right and authority to operate or manage the City Facility, either through its Parks Department, or a third-party vendor selected by the City Commission, at its sole discretion, to

operate and manage the City Facility. City acceptance of Foundation funds for the design and construction of the City Facility shall not confer, or be in any way construed to confer, any rights to the Foundation or any third-party with respect to the management and operation of the City Facility, and the City Commission reserves all rights thereto.

16.2. Foundation acknowledges that any management agreement for a term of less than ten (10) years shall require, and shall be contingent upon, a 5/7th vote of the City Commission, and further acknowledges that any management agreement in excess of ten (10) years shall require, and shall be contingent upon, a 4/7 vote of the Planning Board and a 6/7 vote of the City Commission. In the event the Foundation obtains the requisite board Commission approvals for a management agreement for the City Facility (which approval is at the City's sole discretion), the terms of any such management agreement shall, at a minimum, include the following:

16.2.1. Use. Foundation to manage and operate the City Facility on the City's behalf, as an adaptive recreation center catering primarily for individuals living with physical and cognitive disabilities, seniors, and able bodied individuals with temporary injuries, and which may include, as permitted uses, an adaptive gym, indoor hydro-therapy room, life coaching/healing room (for yoga, meditation, or art therapy), rec room/library, healthy snack/bar with seating for up to __ guests), and a welcome center/office. Any revenue-generating uses conducted from the City Facility must be in accordance with the approved uses; revenue-generating uses shall be used to fund the maintenance, management and operation of the City Facility. Subject to the approved uses of the City Facility, the Foundation shall be responsible for the following:

16.2.1.1. Managing, directing, coordinating and supervising all approved uses of the City

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Facility;

- 16.2.1.2. Developing and implementing programs and activities which support and promote the goals and approved uses of the City Facility;
- 16.2.1.3. Coordinating with the City for the public's use of the City Facility pursuant to policies and procedures which shall be established and mutually agreed by the City and the Foundation;
- 16.2.1.4. Maintaining and providing for the day-to-day maintenance and janitorial services required for the City Facility;
- 16.2.1.5. Staffing the City Facility, and supervising and directing all personnel consistent with the provisions of the Management Agreement;
- 16.2.1.6. Developing, for review by the City Manager or his designee, (1) a proposed annual operating budget for the City Facility detailing all revenues and expenses relating to the management and operation of the City Facility, and (2) a programmatic plan detailing anticipated activities and uses for the following fiscal year.

16.2.2. Term. The term of the management agreement shall be for a period of ____ years.

16.2.3. Use Fees. The Foundation shall pay the City use fees in the amount of \$____ annually for use of the City Facility.

16.2.4. Operating Hours. The hours of operation for the City Facility shall be _____.

16.2.5. Operating Expenses. The Foundation shall be responsible for all expenses relating to the management, operation and maintenance of the Premises/Facility including, without limitation, all programming costs, utilities, janitorial, waste disposal, security, staffing, any applicable taxes, including, without limitation, sales taxes and ad valorem, if applicable. **[see below: need to discuss responsibility for "capital" maintenance/major repairs]**

16.2.6. Insurance. The Foundation, at its sole expense, shall maintain any insurance which may be required by the City including, without limitation, General Liability Property All Risk Coverage, Workers' Compensation required by Florida law; and Automobile Liability Insurance.

16.2.7. Improvements. The Foundation to accept the Premises in "As Is" condition.

16.2.8. Restrictions Concerning the Foundation's Use of the Property.

- (a) The Foundation shall remain a not-for-profit corporation;
- (b) the Foundation shall comply with the City's non-discrimination requirements;
- (c) no assignment, transfer, sublicense, subconcession or management agreement shall be valid without the City's consent (at City's sole discretion), which consent, if given, may require the Foundation to pay fair market rent/value for the use of the Premises (the Foundation will be permitted to subcontract for services consistent with the permitted uses, subject to approval by the City Manager, which approval

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shall not be unreasonably withheld);

- (d) all property insurance and maintenance costs shall be the responsibility of the Foundation **[need to discuss]**;
- (e) security must be maintained at the Foundation's expense;
- (f) all signage and naming shall be subject to approval by the City and applicable governmental approvals; and
- (g) any violation of the restrictive covenants shall be an event of default.

16.2.9. Foundation's Duty to Keep Premises in Good Repair. The Foundation shall be responsible for the operation, maintenance and repair of the Premises/Facility, including roof, structure, mechanical, plumbing, electrical, and general maintenance and upkeep, as well as all utilities. **[need to discuss]**

16.2.10. Audit and Financial Records. The Foundation shall be required to maintain financial records and records of the services and programs it provides to the general public; said records shall be subject to audit by the City (including inspection and copying of any records, as necessary to perform the audit function); within one hundred twenty (120) days from the end of each calendar year, the Foundation shall provide audited financial statements for the previous year.

16.2.11. Deliverables. Within sixty days from the end of each calendar year, the Foundation shall provide the City with the following deliverables:

- (a) annual budget for previous year;
- (b) proposed budget for the following year;
- (c) annual report with respect to the program and services provided at the Premises/Facility and the number of people who participated or received assistance for each program or service; and
- (d) programmatic plan for the upcoming year. The programmatic plan shall include discounted rates for Miami Beach residents, as well as a preference for veterans and Miami Beach residents.

16.2.12. Other Provisions. [Additional provisions to be negotiated including, without limitation, default/termination, termination for convenience for each party, indemnification, and other typical provisions contained in the City's management agreements.]

16.2.13. If the Foundation does not obtain a management agreement to operate the City Facility on the City's behalf, the Foundation shall not have any responsibility to fund the operations of the City Facility, or the maintenance/repair thereof.

17. ENTIRETY OF AGREEMENT

The City and Foundation agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not

Exhibit “B”

Draft Term Sheet for the Collaboration and Funding Agreement

FOR DISCUSSION PURPOSES ONLY

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Draft Collaboration/Funding Agreement, Sabrina Cohen Foundation

April 7, 2017

contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

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MIAMI BEACH

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

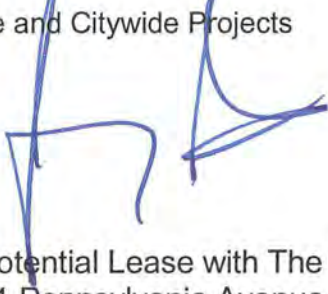
COMMITTEE MEMORANDUM

TO: Chair and Members of the Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: April 21, 2017

SUBJECT: Discussion Regarding A Potential Lease with The Venture City for Commercial Space at 1661 Pennsylvania Avenue



The purpose of this memorandum is to seek direction from the Committee regarding potential to provide an economic development incentive to The Venture City – a tech incubator/accelerator -- in the form of rent free space at 1661 Pennsylvania Avenue.

ISSUE

Staff seeks direction as to how to proceed with The Venture City's request to provide approximately 6,500 square feet of commercial space at the former Oolite restaurant location at 1661 Pennsylvania Avenue to operate a global technology incubator/accelerator. The Venture City anticipates between 30-100 in staff working for their organization and/or companies participating in their programs working on-site. The Venture City has requested this space be provided rent-free, although they would be responsible for any tenant build-out and have agreed to pay any property taxes if assessed against the space.

BACKGROUND/ANALYSIS

The Venture City, a full-service business incubator/accelerator organization is led by Laura Gonzalez-Estefani, an Angel Investor and a former leading executive of Silicon Valley companies Facebook and eBay as well as Ogilvy and Siemens. The founding team includes other industry leaders from both Facebook and eBay, in addition to Google, with extensive international experience. The group has been working to locate their newly created, full-tech solution, global technology incubator/accelerator within the Miami area. This involves housing start-up technology based companies and providing them with services ranging from financing and networking to legal and regulatory compliance.

The Beacon Council has been actively engaged in assisting The Venture City in finding a site as they believe The Venture City will leverage and further expand the traction and opportunities gained by platforms such as eMERGE, Venture Hive (downtown), The Lab Miami (Wynwood) and Cambridge Innovation Center

(Overtown) that are strongly attributed with boosting the Miami area's credibility as a technology hub in the global community.

Representatives of the Beacon Council have also indicated that their support of The Venture City is also due to the fact that Ms. Gonzales-Estefani and the other members of the business' founding team are well-known in Miami-Dade technology circles and well-positioned internationally.

At the initial meeting with Staff, representatives of The Venture City shared their business plan (Attached) and inquired into what city-owned space may be available for their use and further indicated they were seeking rent-free space to facilitate their business model. Staff indicated the City is quite limited in the space that is appropriate for such a use. The log cabin site in North Beach and the former Oolite restaurant space in City Center were suggested as potential locations.

Further analysis showed the log cabin site to be significantly smaller than what The Venture City was seeking however, the group expressed interest in the former Oolite site at 1661 Pennsylvania Avenue. (As a point of information, the City began marketing the Oolite in March 2017 and has only received one inquiry as of the writing of this memorandum.)

The Venture City has proposed occupying this space on a two-year, rent-free basis. While they request the space rent-free, they have agreed to pay for any necessary build-out of the space and will pay any property taxes that may be assessed against the site should the Property Appraiser deem the site taxable due to its loss as a municipal use or vacant municipally owned space.

As mentioned, the basis for the request of free rent is as an economic development incentive to the group to locate in the City. Potentially, companies that will locate at the facility as part of The Venture City's incubator/accelerator will employ between 30-100 staff on-site, with these employees garnering a higher wage than would be expected from other area businesses. It is also assumed that the employees and businesses housed on-site will utilize other businesses in the City for supplies and services as well as patronize retail establishments, having a positive effect on the City's overall economy. Further, there is an expectation that as businesses graduate from the incubator or accelerator programs, they would remain in the City, close to resources that will remain available to them through The Venture City, and that the presence of this facility will attract additional high-paying technology companies. All of this is also presumed to help retain and attract those with desired and valuable technology-related skills to the City and to the broader Miami area.

COST

Cost to the City if we were to proceed with this request would be the opportunity cost of lost revenue from the space if the City were to find a paying tenant for the space. It would be anticipated that the space would be otherwise rented at a rate of approximately \$60 per square foot, resulting in annual rent payments of approximately \$390,000 or \$780,000 over the two-year period of the lease. It

should also be noted that this space may command a higher lease rate once the Convention Center reopens due to its proximity to the facility and the increased foot traffic due to a new booking policy prioritizing conventions over consumer shows.

CONCLUSION

Administration seeks direction on how to proceed with this request. Options for consideration include:

- 1) Granting The Venture City's request for a two-year, rent-free lease for 6,500 square feet of City-owned commercial space.
- 2) The City can propose an altered term of the lease.
- 3) The Venture City can be asked to pay a sliding-scale rent, the full rent, or some other subsidized rent rate.
- 4) The Committee can request putting the site out to an RFP for other similar users who may want to utilize the space, opening the opportunity up to a larger market.
- 5) The City can reject the offer and continue to market the property in an effort to find another user that will pay a market-rate rent.

C: Kathie Brooks, Assistant City Manager
John Woodruff, Finance Director
Eva Silverstein, Tourism, Culture and Economic Development Director
Jeffrey Oris, Economic Development Division Director
Mark Milisits, Asset Manager



KGB/ES/JO



theventure.city

Innovation Growth Hubs

Business Plan

Miami- 2017

The Opportunity



Context

Technology transformation is needed by businesses to survive long term
Current players are not ready to take the challenge

Traditional Companies

- Management boards don't have experts in digital transformation
- Current workforce unable to execute
- Companies lack of data teams that can analyze their big data to be able take key biz decisions
- Moving fast is key, or startups will disrupt each one of the industries, as it is already happening

Entrepreneurs

- Access to funding is limited, specially if you want 'Smart money' to follow up the early series
- Actual accelerator/incubator programs are short and don't deliver the long term value founders need to survive
- Demand qualitative help of industry experts that are very complicated to reach

VCs & Consulting Firms

- Traditional TECH VCs base their investments on financial + legal due diligences + don't understand the potential growth and internationalization
- VC Funds have difficulty detecting the best deals. Best startups reach only a small group of VCs
- Current consultancy firms lack of real expertise hyper growth companies
- They want to hire people from the top tech companies but we don't want to work for them

Institutions & Universities

- Government and institutions need to support the entrepreneurial ecosystem but they do not know how, actually looking for key players to help.
- Key Universities wanting to adapt their programs to the new dynamics
- Everybody talks about the need of digitalization but not many know how to execute it



Our Business

We have created a new model that touches all the ecosystem variables, from funding to growing and partnering with companies and institutions with a clear international perspective

- **Our Fund is managed by key industry experts** investing in international first startups with hyper growth potential. To guarantee success, our due diligences contemplate engineering + product + internationalization assessments, on top of the traditional financial + legal model
- We support tech company's growth and scale through **long term flexible incubation and acceleration programs** in exchange for a equity stake of their companies
- We work with companies and their C-level in their transformation process through our **training and Advisory programs** designed and developed based on real experiences
- We support International **Universities and Public Institutions** to foster change and prepare the future leaders of the industry



Our proposal

We make things happen. We have built a 'full Tech solution' for the different stages of the different players in the Tech Ecosystem, executed by a team of top industry leaders that come from Hyper Growth companies, Facebook, WhatsApp, Google, eBay...

Our talented team attracts top talented startups. Our team is very excited to reshape the international tech ecosystem from scratch. We identified the need and we love big challenges

Long term programs is the key of our accelerator and incubator model. This vision will solve main problems founders face today, 1) Lack of experience scaling & internationalizing, 2) Lack of support from experienced teams, and 3) Fair Funding

We are international first, we have scaled businesses beyond what was thinkable. Now we want to bring that expertise back to the international startup community creating Growth Hubs in Miami for the Americas and in Madrid for EMEA (To start)

Supporting both startups and traditional companies grow and go international, explore new business models and processes, and educating/Re-cycling the talent partnering with key Universities under our University program, is a unique model



To Redefine the **Tech Acceleration Model** through a Worldwide Network of **Disruptive Growth Hubs.**



Our Mission

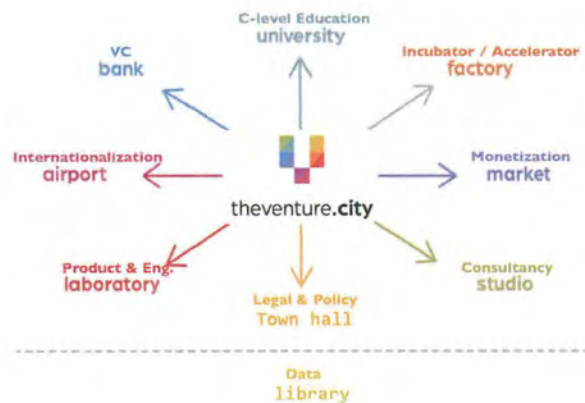


What's theventure.city?



We are an **ecosystem accelerator for tech, structured as a city**, led by an international dream team (former execs of hyper growth companies) inspired by the need of transparency, diversity and fairness in the industry.

Our Core Values



Fair funding
 Friendly Co-founding
 Diversity
 Internationalization
 Give back to the community

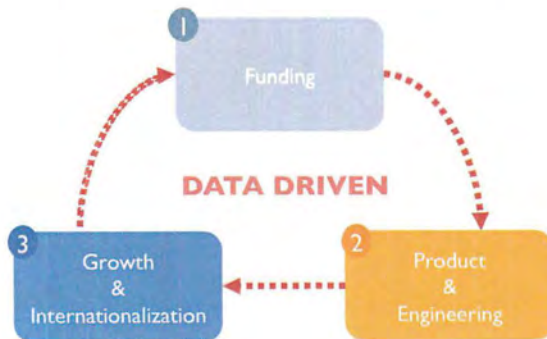
How



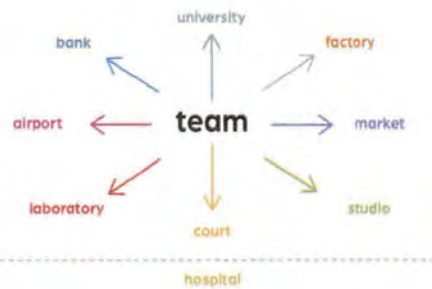
The TEAM



Supporting the full entrepreneurial cycle



Dream team that joins from key Financial + Hyper Growth companies such as Facebook, Google, eBay, with proven extensive **international experience**.



- * Team driven by challenge, purpose and ownership of what we do
- * We are a data driven company . We take decisions based in data allowing us to even predict what's ahead of us
- * A's hire A's
- * We track everything in real time, avoiding failure and maximizing success
- * Our structures are light, the decision making process is agile

Key Areas

Bank/VC

- Multistage fund focused on, mobile/AR/VR, with international focus
- Advice our startup portfolio on following rounds and strategies for funding.
- Lead and coordinate the Bank's activity, deal flow and due diligences, tech, financial & legal.
- Travel around the world to the key Startup Forums looking for interesting investments representing our fund.

Studio/Consultancy

- Advisory/Consultancy for companies on the Mobile, AR/VR shift, and on new business models opportunities.
- Work closely with Product and Engineering on product features, services and products demanded by the market or companies we work with
- Analyze market competition and identify opportunities for our businesses internationally.
- Represent the company in key local Forums focused on Tech & Innovation



University/C-Level Education

- Design, Coordinate and launch the educational program for C-level execs of startups, SMBs, large companies and institutions.
- Coordinate the participation of international stars/ Advisors in the program.
- Represent the company in key international Talent Forums focused on Innovation.
- Analyze market competition and identify opportunities for our business.



Airport/ Internationalization

- Design the Growth & Internationalization strategy for the startups
- Work with Product, engineering, data & consultancy on requests needed to internationalize effectively
- Represent the company in key local International Growth Forums.
- Analyze market competition and identify opportunities for our business.



University (topics)

- Shaping an Innovation team. CDO, CRO, CPO, CTO
- Think Big: Go International
- Understanding the shift to the next platform.
- Operating a Tech business
- Decision making: Data talks.
- Recycling, Keeping & Growing the talent of your company.



Library/Data

- Define and design the startups dashboards to track their growth, product performance & revs
- Work closely with University on the Trainings and programs needed to educate C-level on big data
- Advice the Studio team on data metrics and dashboards needed to implement in the projects we will be working on.
- Analyze market tools available to track and analyze our business



Factory INCUBATOR PROGRAM

- Welcoming 20 companies each year, for 3 years under a vesting model, taking a max of 25% company's stake.
- Core team always available to advice on tactics to Build/Grow/internationalize/Monetize, advice on engineering, product or Policy/legal issues.
- Ambassador program between our global offices
- Office space available for portfolio in Miami and Madrid to start



Factory ACCELERATOR PROGRAM

- Investing in 10 companies each year, for 10% equity for 18 months under a vesting model
- Core team always available to advice on tactics to Build/Grow/internationalize/Monetize, advice on engineering, product or Policy/legal issues.
- Consultancy for Startups on Financing/alternatives, that are not on early stage.
- Ambassador program between our global offices



TownHall - legal&policy

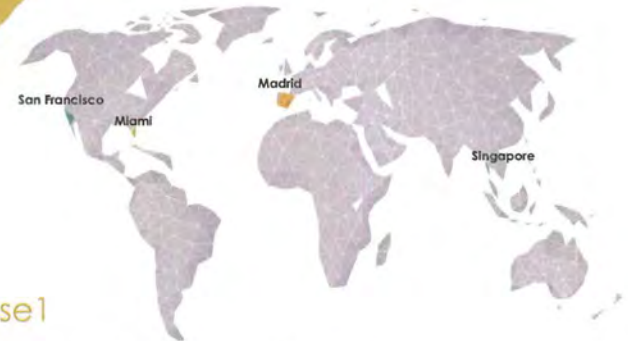
- Lead and Build key relationships with Governments, institutions and business organizations
- Advice our startups on Policy and legal risks.
- Invite key personalities to Campuses and organize Key events with Institutions.
- Work closely with University on the Trainings and programs needed to educate



Laboratory/ Product & Engineering

- Best in class team of engineers that will advice CTO/ CPO & teams of our startups around their product, infra, data analytics, etc. to make sure they grow and scale efficiently
- Design working frameworks and processes for the startups we are invested to maximize resources
- Advice and lead the Tech due diligence for our investments
- Travel around the world to the key Startup Forums explaining their framework and keys to succeed

Location & Roll Out Plan



Phase 1

At the end of 2017 we will have Hotel Desks in SF and Singapore



Phase 1

1st Venture Cities will be Miami, hub for the Americas, and Madrid as a hub for EMEA. Both cities are thriving and both need international talented professionals to educate and train the local talent into methodologies, processes, and frameworks to grow their startups and therefore the ecosystem.



Phase 2

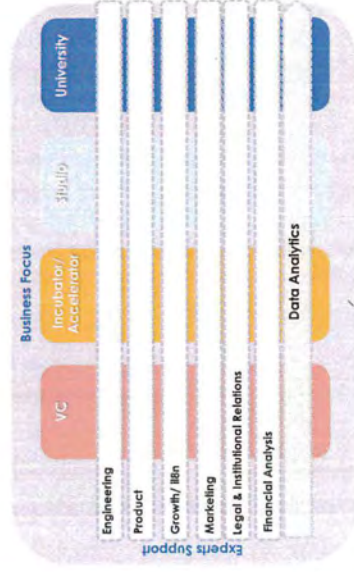
2018. Next round of Venture Cities will be Mexico city, Bogotá and Buenos Aires.



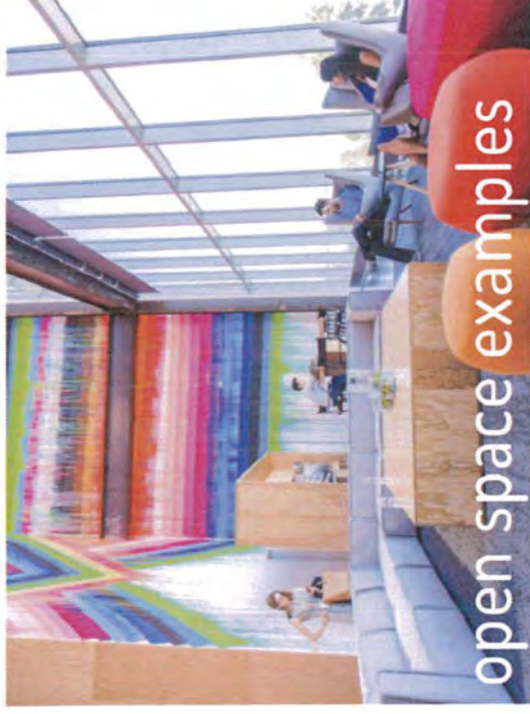
Phase 3



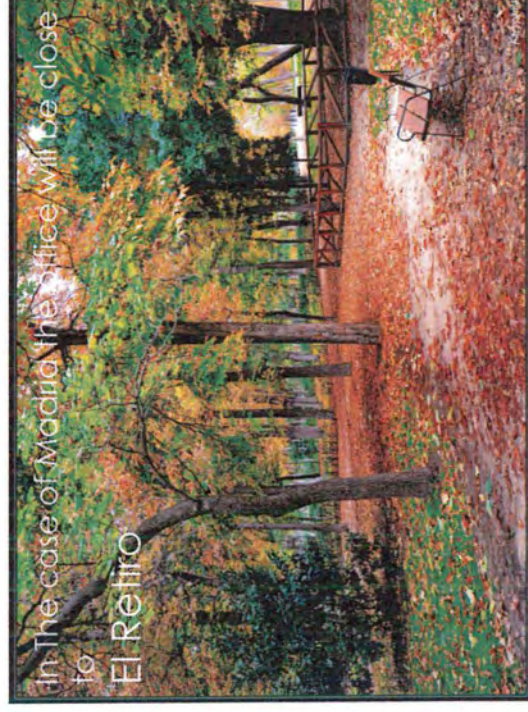
Business Structure



Inside our Universe







Laura González-Estefani
Founder & CEO
TheVentureCity



Passionate about helping make the global entrepreneurial ecosystem more accessible to funding, fair, diverse and international.

Spent 8+ years at **Facebook** leading growth, business development and mobile key projects in Madrid, Silicon Valley and Miami. Was the 1st employee in Spain and the 1st in Europe of the International Team. Launched the 1st Internet.org project in Latam (Paraguay) and more recently led the strategy and working group in Cuba, among other strategic projects for Facebook.

Prior to Facebook, Laura held managing roles at **eBay**, **Siemens** and **Ogilvy Group**. Also co-founded **Esplaya.com**, the first beach tourism digital platform in Spain in 2000.

Laura is an active advocate for **Woman in Tech**. Coach at the **Babson College** WHLab. Mentor at the **Stanford** Latino Entrepreneurship Leadership Initiative, and Mentor and Panelist at **Endeavor**. She also actively invests in startups both personally as an **Angel investor** and also through **Genus Ventures**, the fund she and Clara Bullich co-founded.

But above all, she is married to another amazing entrepreneur and together have three awesome kids.

Clara Bullich
Co-Founder
TheVentureCity



Clara Bullich is a managing partner for Guggenheim Partners Latin America/LJ Partnerships, a leading independent, privately-held multi-family office with assets under management of \$5 billion dollars. Guggenheim has branches in Miami, London, Geneva, Lisbon, The City of Milan, Neuchâtel and Hong Kong. Clara has been in Guggenheim for 17 years managing individuals, family offices and foundations giving services such as private office, investment advisory, direct investment and trust and fiduciary services. Clara holds board seats in 10 different companies in US, Latin America and Europe across different industries. She is part of the Global Investment Committee in Guggenheim/ LJ Partnership.

Clara have had many roles, as head of business development team, entrepreneur and not 19 years of rich experience in private banking and asset management. As a result, she has a unique ability to manage multi-disciplinary projects and to navigate complex challenges. This thought drove her to start together with her partner Laura González-Estefani, Genus Venture which focused on investing in start-ups, and other technology and innovation companies – especially Mobile, Virtual Reality and augmented reality technologies. Her aspiration is to witness growth has led her focus on emerging markets like Africa, APAC and LATAM. She loves to see growth and innovation in people around her – personally or professionally.

She is an active board member of Bas Museum. Contemporary Art is one of her passions. When she is not working, Clara takes utmost joy and pleasure in spending time with her family and seeking adventure around the globe. In addition, she enjoys mentoring women at high corporate levels in both Latin America and US to help them trace their path to success.

Santiago Canalejo
COO
TheVentureCity



Passionate working on different business cultures, bringing together European and Pan-American ways of understanding business and leading people towards common goals.

Santiago complies a broad range of experience leading large teams in different areas as strategic planning, marketing and sales, production, HR, logistics, IT, R&D and finance & administration.

Before joining The Venture City, Santiago enjoyed 12 years of top management and business development roles in leading companies in the food industry both in Europe and America. With main focus on growth and internationalization, also led through phases of launch, matured business and restructuring.

With a strong international focus, Santiago received an MBA from IESE (Barcelona) and started his professional career with 7 years of strategic consultancy in top organizations in the Communications, Media and Technology sector where he worked extensively through Europe, America and Africa.

Eager to explore new things, Santiago practices a great number of sports with his great family and finds the time to collaborate with his family owned winery in Spain and with his friends at the Urban Spa center they launched in Madrid in 2005.



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