

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
AND
MIAMI BEACH BOTANICAL GARDEN
FOR
THE CITY OF MIAMI BEACH COMMUNITY COMPOSTING PILOT PROJECT**

This Professional Services Agreement ("Agreement") is entered into this 13 day of JANUARY, 2019 ("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City"), and **MIAMI BEACH GARDEN CONSERVANCY, INC.**, a Florida non-profit corporation, whose address is 2000 Convention Center Dr, Miami Beach, Florida 33139 ("Contractor").

**SECTION 1
DEFINITIONS**

Agreement: This Agreement between the City and Contractor, including any exhibits and amendments thereto.

City Manager: The chief administrative officer of the City.

City Manager's Designee: The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Elizabeth Wheaton, Environment and Sustainability Department Director.

Contractor: For the purposes of this Agreement, Contractor shall be deemed to be an independent Contractor, and not an agent or employee of the City.

Services: All services, work and actions by the Contractor performed or undertaken pursuant to the Agreement.

Fee: Amount paid to the Contractor as upfront compensation for Services.

Proposal Document: The Contractor's Proposal Document ("Proposal") are hereby incorporated and made a part hereof as Exhibit "A"; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; and the Proposal.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

SECTION 2

SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Contractor by the City, Contractor shall provide a pilot composting program as described in Exhibit "A" under the Proposal.

Notwithstanding the foregoing, all "Services" provided by the Contractor shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and to the reasonable satisfaction of the City Manager. The Contractor will be solely responsible for the supervision of the delivery, monitoring and maintenance of the composting pilot project, as well as landscaping maintenance within the site. If there are any questions regarding the Services to be performed, Contractor should contact the following person:

Elizabeth Wheaton
Environment and Sustainability Department Director
Elizabethwheaton@miamibeachfl.gov
305-673-7010
or
Yanira Pineda
Sustainability Specialist
Yanirapineda@miamibeachfl.gov
305-673-7010 x 6840

2.2 Contractor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit "A" hereto. Additionally, on a weekly basis the Contractor shall maintain landscaping within the area.

2.3 REPORTING REQUIREMENTS

A quarterly report of gross receipts and progress update, certified to be accurate by Contractor must be submitted to the City, through the City Manager's designee, to be received throughout the Term. The quarterly report shall include a list of residents that joined the program, amount of food/waste received/composted, lessons learned regarding operational improvements or challenges, number of educational events/workshops including a brief description of the event, number of attendees and outcomes on a quarterly basis.

2.4 EMERGENCY PREPARATION

The Contractor will be solely responsible for the site preparation in the best interest of the City's health, safety and welfare, in advance of a threatened storm event or other force majeure event, such as a tropical storm or hurricane. The City shall provide Contractor with three (3) days written notice of such emergency preparation request.

SECTION 3

TERM

The term of this Agreement ("Term") shall commence on the December 1, 2019 and shall be in effect until December 31, 2020 (initial term), with one (1) renewal option, for a period not to exceed one (1) year, to be exercised at the City Manager's sole option and discretion, by providing Contractor with written notice of same no less than thirty (30) days prior to the

expiration of the initial term. The total amount paid to Contractor during the Term, including any renewal term shall not exceed \$100,000.00.

Notwithstanding the Term provided herein, Contractor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit "A" hereto.

SECTION 4

FEE

4.1 In consideration of the Services to be provided, Contractor shall be compensated the full amount of \$37,400 for the needed upfront costs for the pilot implementation as per the Proposal referenced in Exhibit "A" hereto. This amount shall include all equipment, maintenance, operations, personnel, licensing, insurance, technology and any other incidental items or fees required for a fully functional composting pilot program.

4.2 Payment for Services shall be made to Contractor as a one-time upfront payment, due within forty-five days from receipt of an invoice.

4.3 INVOICING

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within forty-five (45) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services provided, including any required supporting documentation for reporting requirements of Exhibit "A", and shall be submitted to the City at the following address:

Environment and Sustainability Department
1700 Convention Center Dr, 4th Floor -City Manager's Office
Miami Beach, Florida, 33139
Attention: Sustainability Specialist

SECTION 5 **TERMINATION**

5.1 TERMINATION FOR CAUSE

If the Contractor shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Contractor of its violation of the particular term(s) of this Agreement, and shall grant Contractor ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Contractor. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Contractor. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Contractor. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

If the City shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, Contractor shall thereupon have the right to terminate this Agreement for cause and sue for and collect damages, including reasonable attorney's fees and costs; provided however, that Contractor expressly acknowledges and agrees that any recovery by Contractor shall be limited to the amount set forth in Section 8 of this Agreement. Prior to exercising its option to terminate for cause, the Contractor shall notify the City of its violation of the particular term(s) of this Agreement, and shall grant the City ten (10) days to cure such default.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONTRACTOR OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONTRACTOR OF SUCH NOTICE. ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO CONTRACTOR, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONTRACTOR SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT, EXCEPT FOR ITS OBLIGATION TO MAKE PAYMENT TO MIAMI BEACH BOTANICAL GARDEN FOR SERVICES RENDERED THROUGH THE DATE OF TERMINATION.

5.3 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 6 INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and Contractors, from and against any and all actions (whether at law or in

equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its officers, employees, agents, Contractors, or any other person or entity acting under Contractor's control or supervision, in connection with, related to, or as a result of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

6.2 INSURANCE REQUIREMENTS

The Contractor shall maintain and carry in full force during the Term, the following insurance:

1. Worker's compensation and employer's liability per the Statutory limits of the state of Florida.
2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
4. The City must be named as an additional insured on the liability policies; and it **must** be stated on the certificate.

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

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

Original certificates of insurance must be submitted to the City's Risk Manager for approval (prior to any work and/or services commencing) and will be kept on file in the Office of the Risk Manager. The City shall have the right to obtain from the Contractor specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

Contractor hereby grants to City of Miami Beach a waiver of any right to subrogation which any insurer of the Contractor may acquire against the City of Miami Beach by the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City of Miami Beach has received a waiver of subrogation endorsement from the insurer.

Compliance with the foregoing requirements shall not relieve the Contractor of the liabilities and obligations under this Section or under any other portion of this solicitation.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and 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. By entering into this Agreement, Contractor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9
**DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT;
AND CONFIDENTIAL FINDINGS**

9.1 DUTY OF CARE

With respect to the performance of the work and/or service contemplated herein, Contractor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the work and/or services, Contractor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

Any work product arising out of this Agreement, as well as all information specifications, processes, data and findings, are intended to be the property of the City and shall not otherwise be made public and/or disseminated by Contractor, without the prior written consent of the City Manager, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this Agreement are intended to be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Contractor or its employees or sub-Contractors, without the prior written consent of the City Manager.

Notwithstanding the foregoing, Contractor shall retain sole and exclusive rights to all aspects of its mobile application, technology platform, APIs, software, etc., and all other technology and proprietary information developed by Contractor and/or related to Contractor's business, and nothing in this section should be deemed to provide the City with any property rights therein.

SECTION 10 **GENERAL PROVISIONS**

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Contractor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Contractor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Contractor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager'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.

10.3 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Contractor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.4 NO DISCRIMINATION

In connection with the performance of the Services, the Contractor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Contractor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.5 CONFLICT OF INTEREST

Contractor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Contractor further covenants that in the performance of this Agreement, Contractor shall not knowingly employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.6 CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Contractor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- (B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.
- (C) Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:
 - (1) Keep and maintain public records required by the City to perform the service;
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City;
 - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

- (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- (2) Contractor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
- (3) A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

- (1) If a civil action is filed against a Contractor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the City and to the Contractor.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the City or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (3) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY OF MIAMI BEACH
ATTENTION: Rafael E. Granado, City Clerk
1700 Convention Center Drive
Miami Beach, Florida 33139
E-MAIL: RafaelGranado@miamibeachfl.gov
PHONE: 305-673-7411

- (G) Notwithstanding any of the foregoing, the City shall maintain the confidentiality of any records or information that constitutes a trade secret or proprietary information and is exempt from disclosure, pursuant to Section 815.045, Florida Statutes. The parties agree that the Agreement or any other agreement between the parties (collectively, the Agreements), including, without limitation, the terms of the Agreements, the payments made or received pursuant to the Agreements, or other like information relating to the transaction of the official business of the City, in its capacity as a Florida municipal corporation, shall not constitute a trade secret.

10.7 FORCE MAJEURE

The parties shall be excused for non-performance or delay in performance of any of its obligations under this Agreement due to acts of God, war, civil commotion, embargo, strikes, fire, theft, delay in delivery of services of sub-Contractors or sub-suppliers, shortage of labor or materials, compliance with any regulation or directive of any national, state or local government, or any department or agency thereof, epidemic, hurricane, tropical storm, inclement weather, earthquake or any other similar unforeseen event or act of God (whether or not similar in nature to those specified) which are outside the reasonable control of the parties, provided that the parties will resume performance of its obligations under this Agreement when reasonably safe and able to do so following any such force majeure incident.

SECTION 11 NOTICES

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Contractor and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO CONTRACTOR:

Miami Beach Garden Conservation, Inc.
2000 Convention Center Dr
Miami Beach, Florida 33139
Attention: Sandy Shapiro

TO CITY:

Environment and Sustainability Department
1700 Convention Center DR, 4th Floor -City Manager's Office
Miami Beach, Florida, 33139
Attention: Yanira Pineda, Sustainability Specialist

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be

sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the date of an acknowledged receipt, or, in all other cases, on the date of receipt or refusal.

SECTION 12

MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected, and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 ENTIRETY OF AGREEMENT

The City and Contractor 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 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.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____

City Clerk

Date: _____

1/13/2020

City Manager



FOR CONTRACTOR:

MIAMI BEACH GARDEN CONSERVANCY, INC.

ATTEST:

By: _____

Print Name and Title

Date: _____

Sandy Shapiro
Sandy Shapiro/Executive Director
Print Name and Title

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

2.1.2020 11/25/19
City Attorney Date

EXHIBIT A
MIAMI BEACH BOTANICAL GARDEN PROPOSAL



Miami Beach Community Composting
Pilot Project

City of Miami Beach
Miami Beach Botanical Garden

2000 Convention Center Drive, Miami Beach, FL 33139

Phone: 305-673-PALM (7256)

Sandy Shapiro, Executive Director, sshapiro@mbgarden.org

Cassidy Fry, Compost Advisor, compost@mbgarden.org

Sanna O'Sullivan, Head Gardener, sanna@mbgarden.org

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Project Description

Mission:

The City of Miami Beach in conjunction with the Miami Beach Botanical Garden (MBBG) will develop a composting hub on 85th Street and Collins Avenue (North Beach West Lot #6) to serve the residents who live at the northern communities of Miami Beach. The site will offer a full service composting program including logistical assistance, compost transformation, and community education. This collaboration is designed to increase residents' engagement in sustainable practice and will result in soil production to be used by the Miami Beach Botanical Garden.

Goal:

The primary objective for composting is to reduce the amount of food waste Miami Beach residents send to landfill as pollution, instead transform that food waste into usable compost soil. The consciousness of waste saving, sustainable education and upcycling the finished nutrient rich soil for plants and incorporate that soil into organic gardens builds a pathway to sustainability for Miami Beach and beyond.

Pilot Project Description:

The existing compost hub at the Miami Beach Botanical Garden is the prototype for the future North Beach Compost Project. The proposed timeline for implementation begins within the first quarter of the 2019-2020 fiscal year. The North Beach pilot program is designed solely for free residential drop-offs of food scraps and fee based drop off for select local businesses. Miami Beach Botanical Garden staff will be responsible for managing the Compost Hub on behalf of the City of Miami Beach. The City of Miami Beach will be responsible for the needed utilities and trash removal.

Our compost advisor, Cassidy Fry and Head Gardener, Sanna O'Sullivan will guide all stages of the pilot project and liaison with City of Miami Beach's Environment & Sustainability Department for community outreach. Regular reports will be submitted to the Environment & Sustainability Department to measure the project's effectiveness and community impact. The success of the program will be measured by the quantity of waste diverted from the landfills and the number of residents educated by this program. These outcomes will determine the feasibility of developing a citywide compost program in the future.

Funding

Funding for the project will be budgeted through the City of Miami Beach's Environment & Sustainability Department. The City of Miami Beach will compensate the Miami Beach Garden Conservancy the total cost requested when the contract is finalized. Subsequent funding will be budgeted fiscally and paid in similar manner.

Operational Plan

The North Beach Compost Hub will be an aerobic hand turned community composting facility for Miami Beach residents to drop off their household plant based organic materials such as vegetables, fruit, grains, coffee grounds, shredded paper and compostable products. The hub will not accept any other animal based products (meat, fish, dairy, feces, manure or dead animals) other than egg shells whose content has been removed. This is to prevent any possible exposure to animal based pathogens. Landscape waste, construction debris, hazardous materials and biologically hazardous waste are strictly prohibited. Site security will be provided with a lock and chain on the gate of the site.

Should any of these materials be found in the drop off containers, they will be separated and disposed of in the trash receptacle. Should any non-approved material mix with the approved material, all will need to be removed to avoid contamination.

Mulch is the only additional ingredient that will be used within each compost pile. The mulch is the ingredient which absorbs liquids, prevent smells, mitigates insects and adds the carbon needed to facilitate the composting process.

To prevent a rodent population the compost piles are lined with wire, fabric and tarp to prevent access to a food source. All food waste is covered in mulch to make food waste unattractive to animals and flies. The temperature of the compost during decomposition will be above 110 degrees F which is too hot for non-thermophilic life forms to live in the compost pile. All compost coming from the drop off can is immediately put into the compost pile and covered. The drop off can will be designed to be rodent proof.

To prevent odors the compost is oxygenated by aerating the compost which prevents anaerobic bacterial activity and minimizes methane production. The thickness (height) of the compost piles will be kept under 5 feet to maintain vertical airflow through the compost pile which also prevents anaerobic decomposition from creating methane and other smelling gases. The odors of decomposition are retained within the mulch carbon layer.

Drop off Procedure: Multilingual informational signage with pictograms will provide instructions to residents, guiding them through the drop off process. The hub's drop off area will be a secured custom designed wood and aluminum "box," which will house three secured containers. This is the self-service and the sole area of the hub for residents when the hub gates are closed.

- Container #1(Drop Off Bin) is where the resident deposits their compost waste. This container has a sealed bottom to prevent liquids from leaching into the ground and an animal tamper proof
- Container #2 is mulch – residents will be instructed to cover their compost with a layer of mulch.
- Container #3 is for non-compostable trash, such as plastic bags.

The staff of Miami Beach Botanical Garden will monitor and maintain the drop-off area with 3-4 weekly visits. The "Drop Off Bin" will be emptied minimum 2 times per week and monitored regularly. The mulch container will be replenished 2-3 times per week based on volume required to ensure there will always be sufficient mulch to cover the dropped off compost waste. MBBG volunteers will work with staff as the hub grows.

Processes of Compost Waste: MBBG staff member will move Container #1 inside the hub site for processing in the compost pile. This will be done by wheeling the receptacle onto the mulch pad adjacent to the compost pile then transfer the contents into the compost pile. Any non-accepted materials found in Container #1 will be thrown away in the trash receptacle. All liquid from the compost waste will be contained within the compost pile.

The compost piles will be constructed of 6" x 6" gauge wire mesh cages to create the initial structure. These cages house the layers of compost waste and mulch.

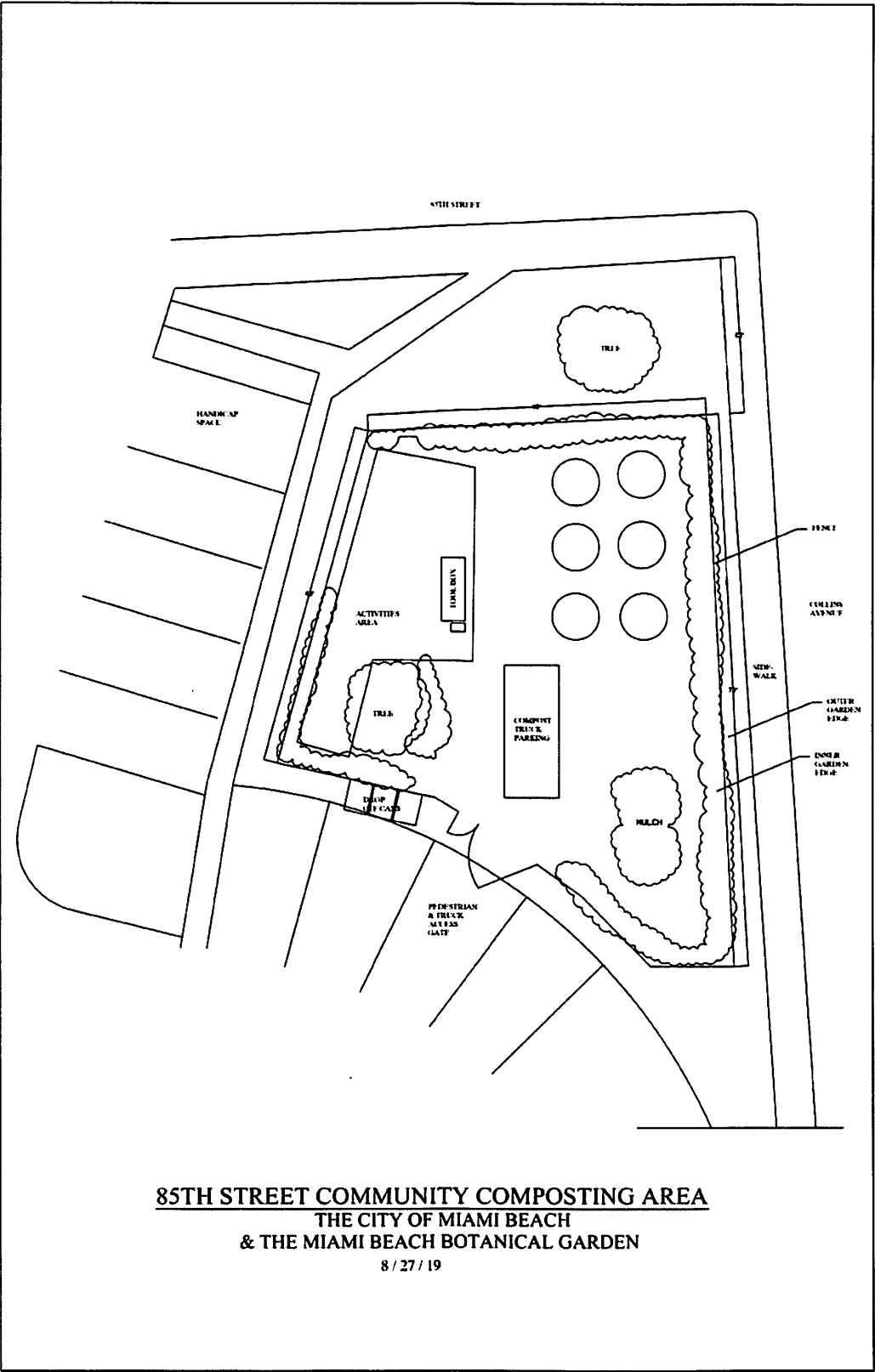
An initial 4-6-inch layer of mulch on grade covered with an impervious plastic tarp and another 4-6 inch layer of mulch will cover the existing ground. All compost piles will be placed on this ground protection pad.

Each compost pile is designed to prevent exposure of the ground and groundwater to leachate from the compost waste. Each pile will be lined with an impervious tarp bottom liner, a burlap fabric cage liner, secured together by zip ties and covered with a tarp held on with rope wrapped around the compost pile. The bottom tarp is to hold all liquid in the compost pile. The burlap is used to hold materials inside the wire cage and aids in breaking down of material by spreading mycelia. The tarp cover prevents rainwater from entering the compost pile, drowning the compost and leaching out of the compost pile. No rainfall will enter compost and water usage will be limited to only what is necessary for composting the material within the compost pile.

The piles will be maintained aerobically by hand turning with pitch fork and electric auger a minimum of twice per week. Compost carbon to nitrogen ratios will provide a minimum composting temperature of 135 degrees F for several weeks with a thermophilic range above 140 degrees F for 1-2 weeks. The compost pile will be turned until it cools to 110 degrees F and then rested to cure by fungal activity and become humic compost soil. Once the composting process is complete, the soil will be aerated by a final turn and used as is or sifted and mixed with other soil products (Perlite, Peat Moss, Coconut Coir, Vermiculite, etc...) to make a final Miami Beach Botanical Garden soil mix.

Compost Yield: The amount of food waste received is based upon community engagement and drop offs. As more waste is collected, piles/stages will be added. We estimate roughly 300 lbs. per week/10 gallons per day once program is fully up and running. Monthly education/volunteer sessions will be offered to spread the knowledge of composting throughout the neighborhood. We expect to produce anywhere from 3-18 Cubic yards (1-6 compost piles) in the first year. The maximum amount is 52 Cubic yards (15 compost piles onsite at one time). We don't foresee reaching that volume in the first year. The soil produced will go back into Miami Beach Botanical Garden grounds for plant fertility, sold to members of the community based on demand and/or donated to community.

Site Design Layout



Compost Site Components

Community compost drop off bin
Compost piles
Mulch
Water access
Trash can access for non-compostable disposal
Loading and parking space adjacent to work site
Finished soil storage area
Activities/Education area
Tool box
Tools
Garden plant edges
Waste sorting area
Parking

Tools

Pitchforks/Auger
Shovel
Hose
Hose Nozzle
First Aid Kit
String/rope
Tarps
Burlap
Wire Mesh
Wheel barrows
Sifters
Chains and padlocks

Composting Operations

Onsite Operations

1. Empty the Compost Collection Cans from Resident Drop offs
2. Add compost, mulch and other necessities to compost piles
3. Transform waste into soil resource
4. Maintain compost site cleanliness
5. Use and distribute soil

Budget

City of Miami Beach

North Beach Composting

Miami Beach Botanical Garden

Tools			Quantity	
Auger	\$800		1	\$800
Pitchfork	\$50		4	\$200
Hose	\$50		3	\$150
WheelBarrow	\$200		2	\$400
Shovel	\$40		4	\$160
Bolt cutters	\$25		1	\$25
Wire cutter/ pliers	\$30		1	\$30
Sifters	\$100		4	\$400
Total				\$1,985
Compost Piles			Quantity	
Cage	\$160	150'	4	\$640
Burlap	\$110	150'	4	\$440
Wire	\$10	roll	3	\$30
Tarp	\$35	each	15	\$525
Total				\$1,635
In House Marketing			Quantity	
Marketing/Photography	\$200	per month	12	\$2,400
Total				\$2,400
Site Set Up			Quantity	
Set Up Cost				\$1,200
Drop off Bin				\$1,000
Total				\$2,200
Operations			Quantity	
Mulch delivery	\$600	per month	12	\$7,200
Total				\$7,200
Labor			Quantity	
Labor			20 hrs weekly, \$18/hr	\$20,000
Workman's Comp		yearly		\$2,000
Total				\$22,000
Grand Total				\$37,400

City of Miami Beach Responsibilities

Fence with proposed wrap
Double swinging entrance gate – one wide/one pedestrian
Signage with CMB & MBBG Logos
Step by step multilingual signs with pictograms instructing drop off procedures for residents
Regular trash removal
Bring utilities into the hub site. (Water and electric)
Picnic Table
Small secure tool storage within the hub site
Joint Marketing Initiatives
One designated parking spot with signage for specific time/date (M-F, 8am-12pm)
Resident pin pad for drop off access

Composting Capacity

Site Capacity

The maximum capacity of the site is 15 compost piles (54 cu y)
78 gallons per day
550 gallons per week
2,500 gallons per month

The expected volume of compost to be processed on site is 6 compost piles (21.96 cu y)
10 gallons per day
70 gallons per week
315 gallons per month

Timeline

“First Soil” is ready at 4 months after the first pile is filled
Each pile takes 4 months to go from food waste to soil

1. Get approval to set up site including drop off bins and initial piles inside site.
2. Set up first compost bin to start collecting compost from residents. Have opening event.
3. Start filling first bin/pile.
4. Transform waste to soil once first pile is full & continue to add, fill and turn new piles.
5. First soil available at 3-4 months after first pile is full (3.66 cu y- 732 gallons)

Example: 2 weeks to fill first pile + 4 months processing = 18 weeks for first soil. Site is fully operational at this point: Collection and Intake, Soil Transformation and Soil Sales all happening.

6. The rate of the incoming compost waste volume directly correlates to the capacity of the composting site and the soil volume produced.
7. Progress and milestones will be dependent on the number of residents that use the Hub tracked through online sign-up forms and the number of gallons of waste processed into soil. Other measurables will be community involvement including volunteer hours and workshops/on-site events.

RESOLUTION NO. 2019-30891

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF
THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE
SEVENTH AMENDMENT TO THE CAPITAL BUDGET FOR
FISCAL YEAR 2018/19.**

WHEREAS, on September 26, 2018, the final Capital Improvement Plan for Fiscal Years 2018/19 – 2022/23 and the final Capital Budget for FY 2018/19 were adopted via Resolution No. 2018-30515; and

WHEREAS, on November 14, 2018, the First Amendment to the Capital Budget for FY 2018/19 was adopted via Resolution No. 2018-30610; and

WHEREAS, on December 12, 2018, the Second Amendment to the Capital Budget for FY 2018/19 was adopted via Resolution No. 2018-30649; and

WHEREAS, on January 16, 2019, the Third Amendment to the Capital Budget for FY 2018/19 was adopted via Resolution No. 2019-30681; and

WHEREAS, on March 13, 2019, the Fourth Amendment to the Capital Budget for FY 2018/19 was adopted via Resolution No. 2019-30753; and

WHEREAS, on April 10, 2019, the Fifth Amendment to the Capital Budget for FY 2018/19 was adopted via Resolution No. 2019-30792; and

WHEREAS, on May 8, 2019, the Sixth Amendment to the Capital Budget for FY 2018/19 was adopted via Resolution No. 2019-30825; and


WHEREAS, pursuant to Section 166.241(4)(c) of the Florida Statutes, the City's budget amendments must be adopted in the same manner as the original adopted budget; and

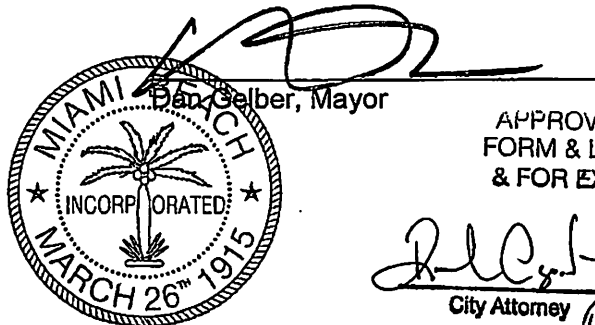
WHEREAS, further, it is recommended by the Administration that the FY 2018/19 Capital Budget be amended to increase appropriations by \$663,081.00 as highlighted in Attachments A, "Projects"; B, "Source of Funds"; and C, "Programs"; and to re-appropriate \$165,000.00 as highlighted in Attachment A, "Projects."

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby adopt the Seventh Amendment to the Capital Budget for Fiscal Year 2018/19 as set forth in Attachments A, "Projects"; B, "Source of Funds"; and C, "Programs."

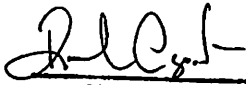
PASSED AND ADOPTED this 17th day of July 2019.

ATTEST:


July 19, 2019
Rafael E. Granado, City Clerk



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney 7/10/19
RAP Date

**ATTACHMENT A
FY 2018/19 CAPITAL BUDGET
PROJECTS
AMENDED 7/17/2019**

Capital Project Name	Amended FY19 Capital Budget	Amended 7/17/19	Revised Capital Budget
Property Management Facility Generator (Project # 21818)	250,000.00	95,000.00	345,000.00
South Shore Community Elevator (Project # 69960)	173,000.00	(3,066.00)	169,934.00
Scott Rakow Youth Center Generator (Project # 60318)	108,798.00	(91,934.00)	16,864.00
Botanical Garden HVAC Units Replacement (NEW Project)	-	70,000.00	70,000.00
South Shore Community Center Flooring (Project # 62410)	117,000.00	(11,505.90)	105,494.10
Fire Station #3 Kitchen Renewal (Project # 61018)	30,000.00	(3,817.41)	26,182.59
777 Building - Chiller Replacement (Project # 60019)	80,000.00	(22,000.00)	58,000.00
Scott Rakow Fire Alarm Renewal (Project # 60037)	80,000.00	(32,676.69)	47,323.31
North Beach Yard Solid Waste Reduction (Project # 23218)	75,000.00	(75,000.00)	-
Sunset Harbour Pump Station Upgrades (Screening) (Project # 23000)	28,477,272.00	738,081.00	29,215,353.00
Total	\$ 29,391,070.00	\$ 663,081.00	\$ 30,054,151.00

NOTE:

i) \$95,000 of funding for the Property Management Facility Generator project will come from the following projects: South Shore Community Elevator - \$3,066; Scott Rakow Youth Center Generator - \$91,934.
ii) \$70,000 of funding for the Botanical Garden HVAC Unit Replacement project will come from the following projects: South Shore Community Center Flooring - \$11,505.90; Fire Station #3 Kitchen Renewal - \$3,817.41; 777 Building - Chiller Replacement - \$22,000.00; and Scott Rakow Fire Alarm Renewal - \$32,676.69.

**ATTACHMENT B
FY 2018/19 CAPITAL BUDGET
SOURCE OF FUNDS
AMENDED 7/17/2019**

Funding Source	Amended FY19 Capital Budget	Amended 7/17/19	Revised Capital Budget
Capital Renewal & Replacement	\$ 1,255,000.00		\$ 1,255,000.00
Comm. Dev. Block Grant	598,046.00		598,046.00
7th Street Garage	50,000.00		50,000.00
Fees In Lieu of Parking	(3,507,971.55)		(3,507,971.55)
Concurrency Mitigation Fund	6,641,000.00		6,641,000.00
RDA City Center Renewal & Replacement	138,000.00		138,000.00
RDA - Non TIF	(6,865,154.00)		(6,865,154.00)
3 Cent Local Options Gas Tax (LOGT)	559,000.00		559,000.00
HOME Invest Part. Prog. Grant	478,580.00		478,580.00
Half Cent Transit Surtax-Cnty	797,000.00		797,000.00
Capital Projects Financed By Other Funds	4,198,225.00		4,198,225.00
Pay As You Go - Capital Fund	3,786,585.00	(75,000.00)	3,711,585.00
Capital Reserve	743,213.45		743,213.45
Resort Tax - South Beach	1,311,000.00		1,311,000.00
Resort Tax - Mid Beach	1,249,000.00		1,249,000.00
Resort Tax - North Beach	796,000.00		796,000.00
MDC ILA	7,390,575.00	738,081.00	8,128,656.00
Line of Credit	(1,630,900.00)		(1,630,900.00)
RDA City Center Capital Fund	20,000,000.00		20,000,000.00
Gulf Breeze Bond Fund	15,483.69		15,483.69
1996 RCP 15M GO Bond	5,566.00		5,566.00
1999 GO Bonds Fire Safety	10,859.34		10,859.34
2003 GO Bonds Fire Safety	3,503.57		3,503.57
2003 GO Bonds Parks & Rec	46,349.00		46,349.00
2019 GO Bonds - Parks	86,733,000.00		86,733,000.00
2019 GO Bonds - Public Safety	36,406,000.00		36,406,000.00
2019 GO Bonds - Neighborhoods & Infrastructure	28,000,000.00		28,000,000.00
Water & Sewer Projects funded from Operations	440,468.23		440,468.23
2017 Water & Sewer Bonds	3,512,500.00		3,512,500.00
2017 Storm Water Bonds	13,324,330.75		13,324,330.75
Storm Water Projects - MDC ILA	2,200,000.00		2,200,000.00
Convention Center Operating Fund	1,744,950.00		1,744,950.00
RDA Garages	100,000.00		100,000.00
Penn Garage Fund	135,000.00		135,000.00
Parking Operations	(160,000.00)		(160,000.00)
2010 Parking Bonds	1,213,551.00		1,213,551.00
Parking Capital not Bonds	4,265,449.00		4,265,449.00
Fleet Management	3,030,000.00		3,030,000.00
Communications Fund	59,000.00		59,000.00
Total Appropriation as of 7/17/2019	\$ 219,073,209.48	\$ 663,081.00	\$ 219,736,290.48

NOTE:

i) \$95,000 of funding for the Property Management Facility Generator project will come from the following projects: South Shore Community Elevator - \$3,066; Scott Rakow Youth Center Generator - \$91,934.
ii) \$70,000 of funding for the Botanical Garden HVAC Unit Replacement project will come from the following projects: South Shore Community Center Flooring - \$11,505.90; Fire Station #3 Kitchen Renewal - \$3,817.41; 777 Building - Chiller Replacement - \$22,000.00; and Scott Rakow Fire Alarm Renewal - \$32,676.69.

**ATTACHMENT C
FY 2018/19 CAPITAL BUDGET
PROGRAMS
AMENDED 7/17/2019**

Program Area	Amended FY19 Capital Budget	Amended 7/17/19	Revised Capital Budget
Bridges	\$ 820,657.00		\$ 820,657.00
Convention Center	1,500,000.00		1,500,000.00
Environmental	2,951,000.00	(75,000.00)	2,876,000.00
Equipment	19,213,000.00	95,000.00	19,308,000.00
General Public Buildings	10,626,805.00		10,626,805.00
Golf Courses	124,000.00		124,000.00
Lighting	6,041,000.00		6,041,000.00
Parking Lots	341,000.00		341,000.00
Parks	85,884,500.00		85,884,500.00
Renewal & Replacement	17,389,875.60	(95,000.00)	17,294,875.60
Seawalls	8,000,000.00		8,000,000.00
Streets/ Sidewalk Improvements	47,361,343.43		47,361,343.43
Transit/ Transportation	12,043,028.45		12,043,028.45
Utilities	6,777,000.00	738,081.00	7,515,081.00
Total Appropriation as of 7/17/2019	\$ 219,073,209.48	\$ 663,081.00	\$ 219,736,290.48

NOTE:

i) \$95,000 of funding for the Property Management Facility Generator project will come from the following projects: South Shore Community Elevator - \$3,066; Scott Rakow Youth Center Generator - \$91,934.
ii) \$70,000 of funding for the Botanical Garden HVAC Unit Replacement project will come from the following projects: South Shore Community Center Flooring - \$11,505.90; Fire Station #3 Kitchen Renewal - \$3,817.41; 777 Building - Chiller Replacement - \$22,000.00; and Scott Rakow Fire Alarm Renewal - \$32,676.69.

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 17, 2019

2:05 p.m. Public Hearing

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE SEVENTH AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2018/19.

RECOMMENDATION

See attached memorandum.

Legislative Tracking

Budget and Performance Improvement

ATTACHMENTS:

Description

- ▢ MEMO - 7th Amendment to the FY19 Capital Budget
- ▢ Resolution

MIAMI BEACH

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

COMMISSION MEMORANDUM

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 17, 2019

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE SEVENTH AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2018/19.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

Planning for capital improvements is an ongoing process; as needs change within the City of Miami Beach ("the City"), capital programs and priorities must be adjusted accordingly. The Capital Improvement Plan ("CIP") serves as the primary planning tool for systematically identifying, prioritizing and assigning funds to critical City capital development, improvements and associated needs.

The City's CIP process begins in the spring when all departments are asked to prepare capital improvement updates and requests on the department's ongoing and proposed capital projects. Individual departments prepare submittals identifying potential funding sources and requesting commitment of funds for their respective projects.

The CIP is updated annually and submitted to the City Commission for adoption. The 2018/19 – 2022/23 Capital Improvement Plan and FY 2018/19 Capital Budget was adopted on September 26, 2018 by Resolution 2018-30515.

The First Amendment to the FY 2018/19 Capital Budget was approved on November 14, 2018 by Resolution 2018-30610. The Second Amendment to the FY 2018/19 Capital Budget was approved on December 12, 2018 by Resolution 2018-30649. The Third Amendment to the FY 2018/19 Capital Budget was approved on January 16, 2019 by Resolution 2019-30681. The Fourth Amendment to the FY 2018/19 Capital Budget was approved on March 13, 2019 by Resolution 2019-30753. The Fifth Amendment to the FY 2018/19 Capital Budget was approved on April 10, 2019 by Resolution 2019-30792. The Sixth Amendment to the FY 2018/19 Capital Budget was approved on May 8, 2019 by Resolution 2019-30825.

Section 166.241(4) (c.), Florida Statutes, requires that a municipality's budget amendment must be adopted in the same manner as the original budget. The Administration recommends adopting the Resolution for the Seventh Amendment to the FY 2018/19 Capital Budget.

SEVENTH AMENDMENT TO THE FY 2018/19 CAPITAL BUDGET

The Seventh Amendment to the FY 2018/19 Capital Budget totals an overall increase of \$663,081.00 and re-alignment of \$165,000.00 in order to provide additional funding for, and to reallocate funding between, the following capital projects:

1. **Property Management Facility Generator:** At the June 5, 2019 Commission meeting, the Commission adopted Resolution 2019-30849 which approved additional funding for Property Management Facility Generator project. The project consists of the installation of a 500kW, automatic transfer switch, concrete pad of 3'-6" above base flood elevation, as well as fire alarm and electrical changes for the generator at the Property Management facility. Additional funding is needed to cover the cost of structural, electrical, and fire alarm work in the amount of \$95,000.00. The installation of this equipment is essential to keep the Property Management facility operational in the event of a storm or other catastrophe that would result in a loss of power. This budget amendment would fund the additional cost related to scope change.

Funding for this proposed amendment would come from the transfer of Capital Renewal & Replacement funds (Fund 125) previously appropriated to the projects outlined below:

- South Shore Community Elevator - \$3,066.00 (project has been completed with savings)
- Scott Rakow Youth Center Generator - \$91,934.00 (project is being funded by the 2019 G.O. Bond)

Prior Years' Appropriations	\$ 250,000.00
July 17, 2019 Budget Amendment	95,000.00
Proposed Total Appropriations	\$ 345,000.00

2. **Botanical Garden HVAC Units Replacement:** At the May 29, 2019 Finance and Citywide Projects Committee ("FCWPC") meeting, the Committee recommended funding of this project. The Miami Beach Botanical Garden air conditioning units were slated to be replaced during FY 2019/20 as part of the Capital Renewal and Replacement program. The air conditioning units, due to both their location and use, have reached the end of their useful life. Administration recommends that the units be replaced during this fiscal year, during the summer months, to avoid an emergency replacement of the units and the additional costs associated with such. This budget amendment would fund proposals for the work which has been requested, under an existing City contract, amounting to \$70,000.00.

Funding for this proposed amendment would come from the transfer of Capital Renewal & Replacement funds (Fund 125) previously appropriated to the projects outlined below:

- South Shore Community Center Flooring - \$11,505.90 (project has been completed with savings)
- Fire Station #3 Kitchen Renewal - \$3,817.41 (project has been completed with savings)

- 777 Building - Chiller Replacement - \$22,000.00 (project has been completed with savings)
- Scott Rakow Fire Alarm Renewal - \$32,676.69 (project has been completed with savings)

Prior Years' Appropriations	\$ 0.00
July 17, 2019 Budget Amendment	70,000.00
Proposed Total Appropriations	\$ 70,000.00

3. **North Beach Yard Solid Waste Reduction:** This project was approved on January 17, 2018 by the City Commission to support a sustainability demonstration project at the North Beach Yard, in the amount of \$75,000 in City Grant funding to potentially purchase an industrial composter that would be used to reduce solid waste produced by the programming of the North Beach Yard. The Letter to Commission 326-2019 dated June 6, 2019 provided an update on the status of the North Beach Yard Project.

At the March 20, 2019 Sustainability and Resiliency Committee, the Administration was directed to locate a potential site in North Beach to begin a pilot composting program similar to the Miami Beach Botanical Garden. After taking into consideration sizing requirements, accessibility, and current usage, staff identified the greenspace located on the east side of the parking lot in West Lot 6, just south of 85th Street, as a potential location.

At the June 28, 2019 FCWPC meeting, the Committee recommended un-funding the North Beach Yard Solid Waste Reduction project and making funds available for the start up of the North Beach Compost Site.

This budget amendment would release the \$75,000 in PAYGO Funds from the North Beach Yard Solid Waste Reduction project. Funding for the North Beach Composting project would be made available using FY 2018/19 operating dollars in the Sustainability fund.

Prior Years' Appropriations	\$ 75,000.00
July 17, 2019 Budget Amendment	-75,000.00
Proposed Total Appropriations	\$ 0.00

4. **Sunset Harbour Pump Station Upgrades (Screening):** This proposed budget amendment would provide funding for the screening of Sunset Harbour Pump Station #3. The project proposes installing a screen enclosure around the pump station, located west of the 20th Street and West Avenue intersection, to conceal existing electrical and mechanical equipment, including the generator. The panels will be manufactured from decorative, perforated aluminum, and shall be attached with stainless steel anchors to the traffic barriers that protect the pump station. The materials selected aim to minimize the required future maintenance of the enclosure. Ninety (90) linear feet of the existing concrete traffic barriers will have to be removed and reinstalled, with the required reinforcement to support the proposed screen. The

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scope also includes removal and replacement of the asphalt paving at adjacent roadways, in order to install the foundations for the barriers.

Funding for this proposed amendment would come from the Miami Dade County Interlocal Agreement (above ground) fund balance (Fund 320) in the amount of \$738,081.00.

Prior Years' Appropriations	\$ 28,477,272.00
July 17, 2019 Budget Amendment	738,081.00
Proposed Total Appropriations	\$ 29,215,353.00

JLM/JW/TOS

**2019 FLORIDA NOT FOR PROFIT CORPORATION AMENDED ANNUAL
REPORT**

DOCUMENT# N97000006989

Entity Name: MIAMI BEACH GARDEN CONSERVANCY, INC.

Current Principal Place of Business:

2000 CONVENTION CENTER DR
MIAMI BEACH, FL 33139

Current Mailing Address:

2000 CONVENTION CENTER DR
MIAMI BEACH, FL 33139

FEI Number: 65-0811036

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SHAPIRO, ARLENE SANDY
2000 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ARLENE SHAPIRO

04/05/2019

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title CEO
Name SHAPIRO, ARLENE S
Address 1050 93RD STREET
City-State-Zip: BAY HARBOUR ISLANDS FL 33154

Title DIRECTOR, PAST PRESIDENT
Name SPRING, DANIEL HARRY
Address 4261 ALTON ROAD
City-State-Zip: MIAMI BEACH FL 33139

Title PRESIDENT
Name DORFMAN, JEANNETTE
Address 4291 NAUTILUS DRIVE
City-State-Zip: MIAMI BEACH FL 33140

Title TREASURER
Name BENSON, TAMARA
Address 19333 COLLINS AVE
1607
City-State-Zip: SUNNY ISLES BEACH FL 33160

Title VP
Name GOLAN, LESLIE LYNN BELL
Address 2371 BAYVIEW LANE
City-State-Zip: NORTH MIAMI FL 33181

Title SECRETARY
Name DIFFENDERFER, GLENN SCOTT
Address 9 ISLAND AVE
1501
City-State-Zip: MIAMI BEACH FL 33139

Title DIRECTOR
Name COURTNEY, CAPRIO
Address 3455 ROYAL PALM AVENUE
City-State-Zip: MIAMI BEACH FL 33140

Title DIRECTOR
Name DANNHEIM, MICHAEL RAY
Address 1330 WEST AVE
APT 606
City-State-Zip: MIAMI BEACH FL 33139

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ARLENE SANDY SHAPIRO

CEO

04/05/2019

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

Title DIRECTOR
Name BRESLIN, SUSAN SUTTON
Address 2395 LAKE PANCOAST DR
APT 3
City-State-Zip: MIAMI BEACH FL 33140

Title DIRECTOR
Name LADAS, CHRISTOPHER THOMAS
Address 1530 SW 2ND ST
UNIT 401
City-State-Zip: MIAMI FL 33135

Title DIRECTOR
Name GROWALD, BARBARA GILBERT
Address 9 ISLAND AVE
PH 4
City-State-Zip: MIAMI BEACH FL 33139

Title DIRECTOR
Name LISSENDEN, RAYMOND
Address 4441 MERIDIAN AVE
City-State-Zip: MIAMI BEACH FL 33140