

EXHIBIT F

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April 9, 2021

VIA EMAIL: JasonJacobson@miamibeachfl.gov
& FEDERAL EXPRESS

Jason Jacobson, Esq.
Senior Assistant City Attorney
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

RE: Agreement dated October 24, 2017, Between the City of Miami Beach, Florida (“City”) and Alchemy Miami Beach, LLC (“Alchemy”), for City Municipal Parking Garage Advertising Services pursuant to RFP 2017-081-WG (the “Agreement”).

Dear Mr. Jacobson:

This will acknowledge receipt of your letter dated April 1, 2021. Again, Alchemy rejects the City’s Notice of Default and demands retraction of same. This letter will focus on reaching an amicable resolution of the matter.

The following is in the nature of settlement discussions and should be treated as such.

At the outset, it is important to note that when the City unilaterally closed its parking garages, Section 13 of the Agreement (Force Majeure) was triggered and the City was contractually obligated to suspend payments otherwise due by my client under the Agreement. The “Letter Agreement” dated March 24, 2020 is merely a recognition that the Force Majeure clause was triggered and payments suspended. It was not a forgiveness of payments or other act of goodwill from the City.

The City claims it is owed \$104,165.00 for payments due for October 2020 through February 2020. However, the City failed to notify my client that it considered the parking garages “reopened at full capacity” until October 26, 2020, even though ingress and egress remains prohibited from 12:01 am until 6:00 a.m. due to the curfew. The fact is that the City did not send my client notice of the purported reopening until October 26, 2020, but nevertheless demands payment back to October 1, 2020. Accordingly, assuming *arguendo* your construction of the subject documents is correct, the City’s computation is overstated by \$20,833.00, reducing the claim to a maximum of \$83,332.00.

With the foregoing in mind, my client respectfully submits the below counterproposal to the City's proposal:

1. Alchemy agrees to pay the City \$50,000.00 in settlement of all past due obligations upon execution of a mutually acceptable agreement.
2. The City agrees that the Agreement will be amended to a revenue share format and that the City will exercise both one year renewal options for a total term of two years.
 - In year one, Alchemy and its sub under the Agreement, City Media, will pay the City 15% of Net Revenues (Gross Revenues minus Agency Commissions not to exceed 16.667%) on a monthly basis. Payment to be made on the 15th of the following month.
 - In year two, Alchemy and its sub, City Media, will pay the City 20% of Net Revenues (Gross Revenues minus Agency Commissions not to exceed 16.667%) on a monthly basis. Payment to be made on the 15th of the following month.
3. In any given month the City will receive up to 10% of Alchemy and City Media inventory on a space available basis for the City's own use. The City will be responsible to pay for production, Alchemy will post, manage and maintain the City's advertising copy at its own cost.
4. If combined Net Revenues for Alchemy and City Media is equal to or greater than \$400,000.00 over the first 12 months, Alchemy and City Media will pay the City an additional \$25,000.00 at the end of such period.

I look forward to the opportunity to discuss the foregoing with you in a good faith effort to quickly restore what to this point has been a mutually beneficial business relationship.

Very truly yours,

LEVINE & PARTNERS, P.A.

By: s/Allan S. Reiss
ALLAN S. REISS, ESQ.

Cc: Raul Aguila, Interim City Manager
Rafael Paz, Interim City Attorney
Rafael E. Andrade, Esq.