

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GLOBAL SPECTRUM, L.P., PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2019-122-WG SPONSORSHIP AND NAMING RIGHTS CONSULTING SERVICES; SAID AGREEMENT HAVING AN INITIAL TERM OF FIVE (5) YEARS, WITH THREE ADDITIONAL ONE-YEAR RENEWAL OPTIONS, AT THE CITY'S SOLE OPTION AND DISCRETION.

WHEREAS, on February 13, 2019 the Mayor and City Commission approved the issuance of RFQ 2019-122-WG for Corporate Sponsorships and Naming Rights Consulting Services; and

WHEREAS, the City received a total of four (4) proposals from the following firms as a result of the RFQ: (1) The Superlative Group, Inc.; (2) Siinc LLC d/b/a Siinc Agency; (3) Global Spectrum L.P. d/b/a Spectra Partnerships ("Global Spectrum"); and (4) Fill In Gaps Solutions, LLC (Fig Solutions); and

WHEREAS, an Evaluation Committee appointed by the City Manager convened on June 24, 2019, to consider proposals received, the Committee's evaluation process resulted in the following order of ranking:

Group I Corporate Sponsorship

1st Ranked: Spectra Partnerships;
2nd Ranked: The Superlative Group, Inc.;
3rd Ranked: Siinc Agency; and
4th Ranked: Fig Solutions, LLC

Group II Naming Rights

1st Ranked: Spectra Partnerships;
2nd Ranked: The Superlative Group, Inc.;
3rd Ranked: Siinc Agency; and
4th Ranked: Fig Solutions, LLC; and

WHEREAS, on July 31, 2019, upon considering both the qualitative and quantitative factors, the City Manager recommended that the Mayor and City Commission authorize the Administration to negotiate with Global Spectrum, the top ranked proposer; and

WHEREAS, on July 31, 2019, the Mayor and City Commission adopted Resolution No. 2019-30916, directing the Administration to negotiate simultaneously with Global Spectrum, as the top ranked firm for Group I (Corporate Sponsorships) and Group II (Naming Rights); and with The Superlative Group, as the second ranked proposer for Groups I and II; and further providing that the final selection of the recommended proposer and approval of material terms for the agreement be subject to approval by the Mayor and City Commission; and

WHEREAS, on February 20, 2020, the Mayor and City Commission adopted Resolution No. 2020-31158, authorizing the Administration to finalize an agreement with Global Spectrum

LP, d/b/a Spectra Partnerships, as the final recommended proposer for sponsorships and naming rights consulting services; and if unsuccessful, authorizing the Administration to finalize an agreement with The Superlative Group; and further requiring that the final agreement be approved by the Mayor and City Commission; and

WHEREAS, the Administration has successfully negotiated a Professional Services Agreement with Global Spectrum, L.P. (the "Agreement") for an initial term of five (5) years, with three (3) one-year renewal terms, at the City Manager's sole option and discretion; and

WHEREAS, the City Manager recommends that the Mayor and City Commission approve the Agreement, incorporated herein by reference and attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute a Professional Services Agreement with Global Spectrum L.P., pursuant to Request for Qualifications (RFQ) No. 2019-122-WG, for Corporate Sponsorships and Naming Rights Consulting Services; said agreement having an initial term of five (5) years, with three (3) additional one-year renewal options, at the City's sole option and discretion.

PASSED AND ADOPTED this _____ day of _____ 2020.

ATTEST:

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney *RFC*

7/16/20

Date

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
AND
GLOBAL SPECTRUM L.P.
FOR
SPONSORSHIP AND NAMING RIGHTS CONSULTING SERVICES
PURSUANT TO
RFQ-2019-122-WG**

This Professional Services Agreement (Agreement) is entered into this _____ day of _____, 2020, 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 **GLOBAL SPECTRUM L.P.**, a Limited Partnership organized and existing under the laws of the State of Delaware, whose address is **150 Rouse Blvd., Philadelphia, PA 19112** ("Consultant").

**SECTION 1
DEFINITIONS**

- Agreement: This Agreement between the City and Consultant, including any exhibits and amendments thereto.
- City Assets: City produced events, City-owned or controlled buildings (including the Properties), facilities, venues, and beaches.
- 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 Director of the City's Communications Department.
- Commercial Rights: The commercial rights at and with respect to the City Assets and other municipal marketing efforts of the City, including, without limitation, advertising, signage, sponsorship, premium seating, pouring and other vendor rights, interactive media and branding rights, as well as other similar revenue generating opportunities related to the same as may be mutually agreed upon by Consultant and the City.
- Commercial Rights Agreement: An agreement between the City and a sponsor or other purchaser of Commercial Rights, with a term that commences on or after the Effective Date. In addition, if the Coca-Cola Agreement (as defined herein) is renewed during the Term, such renewal shall be considered a Commercial Rights Agreement.



Coca-Cola Agreement:	An Agreement, dated March 14, 2012, among the City, Coca-Cola Beverage Florida, L.L.C., and Coca-Cola North America, a division of the Coca-Cola Company.
Commissions:	Amounts paid to Consultant as compensation for Services, as such term is more particularly defined in Section 4 below.
Consultant:	The Consultant shall be the entity set forth in page 1 above, that the City has contracted to perform the Services under this Agreement. For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the City.
Marketing Proposal:	Proposal submitted by Consultant to the City Manager, or City Manager's designee setting forth the terms and conditions of the Services which Consultant intends market on behalf of the City.
Naming Rights:	The right to incorporate a person's or entity's name or logo in, or otherwise choose the name of any of the Properties.
Naming Rights Agreement:	An agreement between the City and a sponsor or other purchaser, which grants such sponsor or other purchaser Naming Rights.
Notice to Proceed:	The request by the City Manager's Designee, to pursue a Naming Rights Agreement or Commercial Rights Agreement or the acceptance by the City Manager's Designee of a Marketing Proposal from Consultant to market Naming Rights or Commercial Rights.
Services:	All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement, as more particularly described on Exhibit "A" hereto.
Property (ies):	Shall mean those City Assets identified on Exhibit "B", which are incorporated herein by reference and attached hereto, for which Consultant has the exclusive right to market and sell Naming Rights pursuant to the terms of this Agreement.
Proposal Documents:	Proposal Documents shall mean City of Miami Beach RFQ No. 2019-122-WG for Sponsorship and Naming Rights Consulting Services together with all amendments thereto, issued by the City in contemplation of this Agreement (the "RFQ"), and the Consultant's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedence shall prevail: this Agreement; the Proposal and the RFQ.
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.

Upsell Revenue: Revenue generated during the Term under the Coca-Cola Agreement that is over and above what a sponsor is contractually committed to pay under the Coca-Cola Agreement. By way of example only, if the Coca-Cola Agreement provides for the sponsor spending \$100,000 in a particular year and Consultant sells that sponsor an additional \$50,000 in sponsorship benefits, the \$50,000 in additional Revenue shall be considered Upsell Revenue.

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 Commissions to be paid to Consultant by the City, Consultant shall provide the Services described in Exhibit "A" hereto.

All Services provided by the Consultant shall be performed in accordance with the terms and conditions set forth in **Exhibit "A"**. If there are any questions regarding the Services to be performed, Consultant should contact the following person:

Tonya Daniels, Director
Communications Department
1700 Convention Center Drive
Miami Beach, Florida 33139

SECTION 3

TERM

The term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto (the "Effective Date"), and shall have an initial term of five (5) years with three (3) additional one-year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Consultant with written notice of same no less than thirty (30) days prior to the expiration of the then-current term. Each twelve (12) month period commencing on the Effective Date and continuing on the anniversary of the Effective Date shall be referred to herein as a "Contract Year".

Notwithstanding the Term provided herein, Consultant 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
COMMISSION & REIMBURSABLES

4.1 Commission

In consideration of the Services to be provided, Consultant shall be entitled to a commission ("Commission") on "Revenue" generated from any Commercial Rights Agreement or Naming Rights Agreement in effect during the Term, which has been secured by the efforts of Consultant's personnel, and further including the Coca-Cola Agreement. Additionally, since Consultant has the exclusive right to market and sell Naming Rights for the Properties, Consultant shall be entitled to receive a Commission on Revenue generated from a Naming Rights Agreement in effect during the Term, regardless of whether or not secured by the efforts of Consultant. Revenue shall mean gross revenue actually received by or on behalf of the City attributable to the full term of each Commercial Rights Agreement and Naming Rights Agreement, including any extensions or renewals of the term specifically contemplated in, or exercisable under, each such agreement. Revenue shall include cash as well as any pre-approved in-kind contributions (i.e. trade) secured for the benefit of the City under such Commercial Rights Agreement or Naming Rights Agreement, with such trade valued at its retail price in an arms-length transaction. The Commission shall be paid to Consultant for the entire term of each Commercial Rights Agreement and Naming Rights Agreement notwithstanding that the Term of this Agreement may have expired or terminated earlier (any such Commissions owed after the Term of this Agreement has expired or is terminated shall be referred to herein as "Trailing Commissions"). For the avoidance of doubt, Consultant shall only be entitled to receive a Commission on Revenue that is actually received by or on behalf of the City, and the City shall not be obligated to pay a Commission on any amounts that are not collected, regardless of the reason why such amounts are not collected. Consultant shall have no legal standing, as a third party beneficiary, to sue the City or the purchaser of any Commercial Rights or Naming Rights under a Commercial Rights Agreement or Naming Rights Agreement.

Notwithstanding anything to the contrary contained in this Agreement, the City shall not be obligated to accept or execute any proposed Commercial Rights Agreement or Naming Rights Agreement. Commercial Rights Agreements and Naming Rights Agreements will require the recommendation of the City Manager and the final approval of the City Commission. As such, the City shall not be obligated to pay a Commission, as to a Commercial Rights Agreement or Naming Rights Agreement, which is not approved and executed by the City.

The Commission shall be calculated as follows:

Revenue Generated under Commercial Rights Agreements	
Revenue in a Contract Year	Percentage of Revenue due to Consultant for such Contract Year*
\$0 through \$200,000	50%
\$200,001 through \$1,000,000	18%
In excess of \$1,000,000	22%

By way of example only, if Consultant secures \$900,000 of Revenue in a Contract Year, Consultant would be owed a Commission of \$226,000:

- \$100,000 (50% of first \$200,000 Revenue in)
- \$126,000 (18% of \$700,000 Revenue, i.e. $\$900,000 - \$200,000 = \$700,000 \times 18\%$)

Revenue generated under the Coca-Cola Agreement	
Revenue	Percentage of Revenue due to Consultant
All	5%

Commissions on Upsell Revenue	
Upsell Revenue in a Contract Year	Percentage of Revenue due to Consultant
All	20%

Revenue Generated under a Naming Rights Agreement	
Annual Revenue*	Percentage of Annual Revenue due to Consultant
\$0 through \$700,000	10%
\$700,001 through \$900,000	12.5%
\$900,001 through \$1,500,000	15%
\$1,500,001 or more	17.5%

* "Annual Revenue" means the total amount of Revenue received by the City in a particular year of the Naming Rights Agreement, which "year" may not be on the same timeline as the Contract Year hereunder. By way of example only, if the annual sponsorship fee under a Naming Rights Deal is \$1,000,000, Consultant shall receive Commissions totaling \$150,000 on such Revenue, regardless of whether all of that Revenue is received during one Contract Year or across two Contract Years of this Agreement. Additionally, the Commission owed to Consultant relating to any Revenue received by the City for any ancillary Commercial Rights included in a Naming Rights Agreement, shall be calculated based upon the foregoing Commission structure for Naming Rights.

4.2 REIMBURSABLES

Travel, marketing and any other expenses incurred by Consultant while performing Services under this Agreement or any attachments thereto (collectively, "Reimbursable Expenses") will be billed in addition to the agreed upon Commission pursuant to the guidelines set forth in this section. Reimbursable Expenses are subject to the prior written approval of the City Manager or his designee. The City shall have no obligation to pay for any Reimbursable Expense, unless any such expenses are approved in writing by the City Manager or his designee, prior to the date of the expense. The City shall reimburse Consultant for such approved Reimbursable Expenses within forty-five (45) days of its receipt of such invoice.

4.3 PAYMENT

On or before the last day of each calendar quarter during each Contract Year (i.e., the last day of March, June, September and December), beginning with the quarter ending 09/30/2020, the parties shall hold a settlement conference (each, a "Settlement Conference"). At each Settlement Conference, the City shall provide documentation evidencing all Revenue actually received by the City since the prior Settlement Conference (or, with respect to the first Settlement Conference, all Revenue received since the Effective Date), and shall pay to Consultant its Commission on such Revenue, as well as any Reimbursable Expenses that were pre-approved by the City and that have not previously been reimbursed to Consultant. The parties shall continue to hold quarterly Settlement Conferences following the end of the Term until such time as all Commercial Rights Agreements and Naming Rights Agreements secured during the Term have expired or terminated and Consultant has been paid all Commissions due to it under this Agreement. Any payments due to Consultant that are not made within 45 days of their due date shall accrue

interest at the rate of 10% per annum, or the highest rate permitted by applicable law, whichever is less. For the avoidance of doubt, Commissions shall only become due and payable with respect to any Commercial Rights Agreement or Naming Rights Agreement to the extent that City has actually received payments constituting Revenue pursuant to such Commercial Rights Agreement or Naming Rights Agreement.

4.4 INVOICING

Following each quarterly Settlement Conference Consultant will submit an invoice to the City for the Commissions and Reimbursable Expenses due pursuant to the terms of the Agreement. Upon receipt of such an invoice, payment(s) shall be made within forty-five (45) days.

Invoices shall be submitted to the City at the following address:

Accounts Payable Division
Finance Department
City of Miami Beach
1700 Convention Center Drive, 3rd Floor
Miami Beach, FL 33139

SECTION 5 **TERMINATION**

5.1 TERMINATION FOR CAUSE

A. If the Consultant 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. Without limitation, the City may terminate this Agreement for the following material violations of this Agreement:

- (1) abandonment or discontinuance of Services by Consultant;
- (2) Consultant has failed to deliver Services on a timely basis
- (3) Consultant has refused or failed to supply the Key Personnel and Key Contractors listed on Exhibit A;
- (4) Consultant has failed to make prompt payment when due to subcontractors or suppliers for any services, provided the payment is due;
- (5) Consultant has failed to obtain the approval of the City where required by this Agreement;
- (6) Consultant has failed in the representation of any warranties stated herein in any material respect;

Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular material term(s) of this Agreement, and shall grant Consultant thirty (30) days to cure such default. If such default remains uncured after thirty (30) days, the City may terminate this Agreement upon written notice to Consultant. Immediately upon receipt of said notice of termination, the Consultant shall stop performing Services under this Agreement. 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, except those obligations that survive the expiration or earlier termination of this Agreement and the City's obligation to pay Consultant Commissions

(including any Trailing Commissions in accordance with Section 4 above) in accordance with the terms and conditions of this Agreement, and reimburse Consultant for any outstanding Reimbursable Expenses.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. 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 Consultant. Each party shall be responsible for its own costs, including attorney's fees, in connection with any such legal/equitable action.

B. Repetitive Defaults. Notwithstanding the foregoing, in the event that the Consultant has repetitively defaulted four (4) times within a 12 month period, in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Consultant regardless of whether the Consultant has cured each individual condition of breach or default as provided herein above, the Consultant may be determined by the City Manager to be a "habitual violator". At the time that such determination is made, the City shall issue to the Consultant a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Consultant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the City may terminate this Agreement upon the giving of written notice of termination to the Consultant, such cancellation to be effective upon the tenth (10) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Consultant shall have no further rights hereunder, except the right to receive Trailing Commissions in accordance with Section 4 above.

C. 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, the Consultant shall have the right to terminate this Agreement for cause.

Prior to exercising its option to terminate for cause, the Consultant shall notify the City of its violation of the particular material term(s) of this Agreement, and shall grant the City thirty (30) days to cure such default. If such default remains uncured after thirty (30) days, the Consultant may terminate this Agreement upon written notice to the City. In addition to any Commission or Reimbursable Expenses which are due and owing Consultant hereunder through the date of termination or thereafter, hereunder, Consultant shall be entitled to pursue any other remedies available to it at law or in equity if this Agreement is terminated pursuant to this paragraph.

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 Consultant of such termination; which shall become effective within thirty (30) days following receipt by the Consultant 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 Consultant, 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, Consultant shall be paid for any Commissions and Reimbursable Expenses due Consultant up to the date of termination, and Consultant shall also be entitled to receive any Trailing Commissions in accordance with Section 4 above. Additionally, as full compensation for any losses including, without limitation, out-of-pocket expenses, loss profits, attorney's fees or any other losses or claims which Consultant may suffer, as a result of the termination for convenience, the City shall pay Consultant a lump sum of \$75,000.00 as liquidated damages; 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 any obligation to pay Consultant for any Commissions and Reimbursable Expenses due Consultant up to the date of termination and to pay Consultant any Trailing Commissions in accordance with Section 4 above.

5.3 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors, and the same is not discharged within 120 days. 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

Consultant agrees to indemnify, defend 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, reasonable, attorneys' fees and costs (collectively "Losses"), 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 Consultant, its officers, employees, agents, contractors, or any other person or entity acting under Consultant's control or supervision, in connection with, related to or as a result of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant 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 reasonable attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the Consultant's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The parties agree that one percent (1%) of the total compensation to Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS

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

A. Workers' Compensation and Employer's Liability per the Statutory limits of the state of

Florida.

- B. 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).
- C. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- D. The City must be named as and additional insured on the liability policies; and it must be stated on the certificate.
- E. Professional Liability Insurance in an amount not less than \$500,000.

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 of Consultant's 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. City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) and shall contain a waiver of subrogation endorsement.

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 Consultant specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Consultant is also solely responsible for obtaining and submitting all insurance certificates for any sub-consultants.

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

The Consultant shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager.

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, Consultant 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 EACH PARTY'S LIABILITY

To the fullest extent permitted by law, neither party shall be liable to the other for any indirect, special, consequential, punitive or exemplary damages, as such damages are defined under applicable laws, and lost profits (except Commissions, Reimbursable Expenses, Trailing Commissions, and liquidated as permitted in Section 5.2, none of which shall be considered "lost profits"), regardless of whether the party has been advised of the possibility of such damages.

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 Services contemplated herein, Consultant 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, Consultant 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 INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY

All reports, files, source files, documents, information, devices, work processes, materials, texts, graphics, photographs, logos, animations, video footage, audio files, raw data, findings, drafts, markups and other content provided by the City to Consultant or produced by the City on behalf of Consultant, to aid Consultant in providing the Services under the Agreement shall remain at all times the property of the City ("City's Property").

Any unique work product specifically produced by Consultant for the City that incorporates the City's Marks (i.e. the trademarks or other copyrighted works of the City) are intended to be the property of the City and shall not otherwise be made public and/or disseminated by Consultant, without the prior written consent of the City Manager, excepting any information, or records which are required to be disclosed by law, including, without limitation, the Florida Public Records Law, as set forth in Chapter 119 of the Florida Statutes, or which are otherwise required to be disclosed

by a court of competent jurisdiction. The City's trademarks or City Property shall not be subject to any application for copyright or patent registration by or on behalf of the Consultant or its employees or sub-consultants, without the prior written consent of the City Manager. Consultant may use the City's Marks, in connection with providing the City with the Services under this Agreement, upon the written consent from the City Manager or his designee; however, the City Marks shall remain the property of the City. Consultant shall not have the right to use said City Marks subsequent to the completion or early termination of this Agreement.

Consultant grants the City an irrevocable right to use and share with the public any materials or reports generated by the Consultant for the City under this Agreement in perpetuity.

SECTION 10 **GENERAL PROVISIONS**

10.1 AUDIT, INSPECTIONS AND RECORDS

Upon reasonable verbal or written notice to Consultant, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays) during the Term of this Agreement, 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, at the City's expense, any and all other documents and/or records specifically relating to all matters covered by this Agreement. Consultant shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

Each of the parties shall keep and maintain books and records, in accordance with generally accepted accounting practices, with respect to the rendering of Services provided by it hereunder, including with respect to the City, its receipt of Revenue under all Commercial Rights Agreements and Naming Rights Agreements. Consultant may, at its expense, from time to time (but no more than once each Contract Year), inspect the books and records of the City during normal business hours, on reasonable advance notice, to confirm the amounts due hereunder. Such right of inspection shall survive termination hereof and continue for a period of one (1) year following expiration or termination of all Commercial Rights Agreements, and Naming Rights Agreements secured during the Term.

10.2 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Consultant 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 Consultant 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 Consultant 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, Consultant 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

Consultant 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.

Consultant 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. Consultant further covenants that in the performance of this Agreement, Consultant shall not 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 CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Consultant 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 Consultant meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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 Consultant of the request, and the Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- (2) Consultant'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 Consultant 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 Consultant to compel production of public records relating to the City's contract for services, the court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - a. The court determines that the Consultant 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 Consultant has not complied with the request, to the City and to the Consultant.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Consultant at the Consultant's address listed on its contract with the City or to the Consultant'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 Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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

10.7 INSPECTOR GENERAL AUDIT RIGHTS

- (A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- (B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.
- (C) Upon ten (10) days written notice to the Consultant, the Consultant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- (D) The Inspector General shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original

estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

- (E) The Consultant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:
- i. If this Agreement is completely or partially terminated, the Consultant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Consultant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.
- (F) The provisions in this section shall apply to the Consultant, its officers, agents, employees, subcontractors and suppliers. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this Agreement.
- (G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Consultant or third parties.

SECTION 11

NOTICES

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Consultant 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 CONSULTANT:

**Bryan Furey, Senior Vice President
Global Spectrum L.P.
150 Rouse Blvd.,
Philadelphia, PA 19112**

With a copy to:

**Global Spectrum, L.P.
150 Rouse Blvd.
Philadelphia, PA 19112
Attn: Legal Department**

TO CITY:

**City of Miami Beach
Office of the City Manager
1700 Convention Center Drive
Miami Beach, FL 33139
Attention: City Manager**

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 Consultant 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.

12.6 REPRESENTATIONS AND WARRANTIES.

The City hereby represents and warrants to Consultant that the City owns and controls all of the (i) Naming Rights to the Properties, except with respect to the exclusions set forth in Exhibit "B", attached hereto and (ii) all Commercial Rights that the City authorizes Consultant to sell pursuant to a Notice to Proceed. The City further represents and warrants to Consultant that that no third party's approval is necessary or required for the City to enter into this Agreement and to grant the rights granted hereunder to Consultant.

Consultant hereby represents and warrants to the City that no third party's approval is necessary or required for Consultant to enter into this Agreement and to perform its obligations hereunder.

12.7 FORCE MAJEURE

- A. A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Consultant's or City's obligations under this Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as laws, rules and regulations of governmental or quasi-governmental entities, terrorism or terrorist threats, war, civil insurrection, riot, fires, epidemics, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to this Agreement.
- B. If City or Consultant's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately upon learning of the occurrence of the event or of the commencement of any such delay, but in no case within fifteen (15) business days thereof, provide notice of (i) the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) the anticipated impact on this Agreement, (iv) the anticipated period of the delay, and (v) what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not

constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

- C. No party hereto shall be liable for its failure to carry out its obligations under this Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability, and only to the extent so caused by the Event of Force Majeure, and for no longer period of said unexpected or uncontrollable event. Such cause shall, so far as possible, be remedied with all reasonable dispatch.
- D. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event.

Obligations pursuant to this Agreement that arose before the occurrence of a Force Majeure event causing the suspension of performance shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities under this Agreement shall not be subject to the Force Majeure provisions and therefore will not be suspended if a Force Majeure event occurs.

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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

MAYOR

Date: _____

FOR CONSULTANT:

GLOBAL SPECTRUM L.P.

ATTEST:

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

De Ciri
City Attorney

7/16/20
Date

EXHIBIT "A"
"SERVICES"

1. Engagement of Consultant

(a) During the Term, Consultant shall be the sole and exclusive representative for marketing of the Naming Rights for the Properties, as more particularly indicated in Exhibit "B", attached hereto. With respect to Commercial Rights, however, Consultant shall be the sole and exclusive representative for only those Commercial Rights that Consultant has been directed to market and sell as agreed by the City and Consultant, pursuant to a Notice to Proceed, as more particularly described in subsection (d) herein. **As such, the parties hereby acknowledge and agree, that during the Term, the City hereby retains the right to negotiate all Commercial Rights in connection with its agreements and City Assets ("Excluded City Agreements") that are not included in any Notice to Proceed. By way of example only, and without limiting the City's right to negotiate Commercial Rights, these Excluded City Agreements may include, without limitation, agreements where the City is receiving goods and/or services in connection with providing marketing rights to the sponsor/vendor, such as the City receiving equipment, in exchange for the acknowledgment of the sponsor for such equipment; or competitively bid agreements which include Commercial Rights as a component of the goods and/or services, such as a bus shelter agreement, permitting advertisement on the bus shelters, and other like agreements.** Although the City has retained this right to negotiate all Commercial Rights that are not included in a Notice to Proceed, the City agrees that during the Term of this Agreement, the City shall not engage, grant rights to, or enter into any contractual or other relationship with any other party for the same or similar Services as the Consultant performs under this Agreement. Further, the City shall not sell, assign, transfer, grant or license to any other party any of the exclusive rights granted to Consultant herein.

(b) Manner of Performance of Services:

(1) Consultant shall provide the Services described herein in a competent and professional manner, satisfactory to the City Manager and to full and prompt cooperation by the Consultant in all aspects of the Services. City may provide the Consultant with input with respect to the hiring of the on-site Director of Partnerships (described in the "Key Personnel and Key Contractors" section below) for this Agreement. At the request of the City Manager, Consultant shall promptly remove any Consultant employee, subcontractor or any other person performing Services hereunder, so long as, in Consultant's reasonable opinion, such removal would not cause Consultant to violate applicable laws. The Consultant agrees that such removal of any of its employees from this Agreement does not require the termination or demotion of any employee by the Consultant.

(2) Consultant warrants and represents that its personnel have the proper skill, training, background, knowledge, experienced, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein.

(3) The Consultant shall at all times cooperate with the City Manager's designee and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

(4) During the Term, Consultant shall actively market the Commercial Rights and Naming Rights in efforts to increase revenue generation through the strategic identification, cultivation and solicitation of sponsorship and naming rights opportunities. Consultant will apprise City of its sales prospects and the status of any potential sales of Commercial Rights and Naming Rights, and shall schedule bi-weekly meetings with the City to discuss its sales efforts.

Additionally, Consultant shall deliver to City bi-weekly reports detailing sales efforts. Further, Consultant shall provide to City an annual business plan with respect to Consultant's activities and following services:

- Recruit, train and employ on-site sales executive to execute local and regional commercial rights partnerships
- Dedicate Regional Vice President to oversee all sales operations
- Evaluate current assets and identify new ones that can be incorporated into inventory/partnership packages
- Develop a rate card and go-to-market price recommendations
- Create naming rights and sponsorship management policy and organizational processes
- Craft annual strategic business plan to maximize revenue and support community engagement
- Implement full cycle sales process including, but not limited to: generate likely-to-be-engaged list, prospect research, secure meetings, pitch proposals and finalize contracts
- Participate and or host in events, promotions, client entertainment and other activities as required
- Design and produce relevant sales materials to be used in outreach and sales pitch efforts
- Work closely with the City of Miami Beach and staff to ensure highest levels of contractual fulfillment
- Bi-weekly reporting as it relates to all services listed above

(c) City's Marketing Guidelines: In connection with the marketing of the Commercial Rights and Naming Rights, Consultant agrees to comply with the Citywide Procedure Sequence No. CO. 19.02 (Sponsorships, Donations and Advertising Procedure), as may be amended from time to time, a copy of which is incorporated herein by reference and attached hereto as **Exhibit "A-1"** ("City's Marketing Guidelines").

(d) Approval Procedure for Commercial Rights and Naming Rights Agreements:

(1) Prior to pursuing the marketing of Commercial Rights and Naming Rights under this Agreement, Consultant shall provide the City Manager's designee with a Marketing Proposal for review and approval.

(2) Upon agreement by the City and Consultant as to the essential terms of the Marketing Proposal, including a reasonable timeline for securing a sponsor or purchaser, the City shall send Consultant a Notice to Proceed.

(3) A Notice to Proceed shall also be utilized by the City Manager's designee to initiate a request for Commercial Rights or Naming Rights.

(4) Consultant shall be required to provide the Services requested by the City pursuant to a Notice to Proceed.

(5) Thereafter, Consultant shall provide the City with a proposal from a sponsor or other purchaser for review and approval by the City Manager.

(6) Upon approval by the City Manager, the proposal shall be submitted to the City Commission for approval.

(7) Upon approval of the terms and condition of the final agreement with sponsor or purchaser, the City will execute the Agreement.

<p>Key Personnel and Key Contractors</p>	<p>Consultant will appoint a Regional Vice President to be the key account representative who will hire an on-site Director of Partnerships to perform the Service described hereunder. The Director of Partnerships shall be an employee of Consultant. Along with Regional Vice President and Consultant's National Sales Team led by Consultant's Vice President of National Partnerships , the Director of Partnerships, will spearhead the national naming rights sales efforts.</p>
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2. Contract Administration & Fulfillment.

(a) Consultant, after consultation with the City, shall determine the rate at which such Commercial Rights and Naming Rights inventory may be sold and to whom such inventory is sold, subject, however, to ensuring that such inventory is not sold to a party in violation of a then-existing advertising exclusivity or other Inventory Restrictions (as defined herein). From time to time, the Commercial Rights inventory that Consultant is permitted to market and sell may be limited by third-party use agreements or other agreements that the City has in place at the time including, without limitation, agreements with the users of particular City Assets or other facilities or areas ("Inventory Restrictions"). During the scheduled meetings, Consultant will discuss with the City Manager's designee any Naming Rights or Commercial Rights that it intends to pursue ("Marketing strategies"), which shall include any particular City Assets which will be the subject of such Marketing Strategies. These Marketing Strategies will be memorialized in the reports generated and presented during or in connection with these meetings. Within thirty (30) days from the commencement of the Term, the City Manager's designee shall provide Consultant with possible Inventory Restrictions for certain City Assets which the City Manager's designee, in good faith, has determined may be of interest to Consultant. Prior to moving forward with the marketing of Naming Rights or Commercial Rights, Consultant shall submit a Marketing Proposal so that the City Manager's designee may indicate any known Inventory Restrictions. Additionally, the City Manager's designee will make a good faith effort to apprise Consultant of any additional general Inventory Restrictions which arise throughout the Term; however, the City shall not be liable for any time or effort that Consultant deems to have been unnecessary due to any inadvertent oversight of any Inventory Restriction.

(b) Any contracts for the purchase and sale of Commercial Rights or Naming Rights, after being approved by the City, shall be entered into by the purchaser of such Commercial Rights or Naming Rights, as the case may be, and the City. Consultant shall not be a party to such contracts. Consultant shall assist City staff as necessary to complete the execution of the Commercial Rights Agreements and Naming Rights Agreements, provided that Consultant shall not be obligated to provide any legal advice in connection with the negotiation or development of such contracts. The City hereby acknowledges and agrees that Consultant


is not guaranteeing any level of purchase of, or the receipt of payment for, any Commercial Rights or Naming Rights marketed by Consultant pursuant to this Agreement.

(c) The City shall be solely responsible for all invoicing to the purchaser of any Commercial Rights or Naming Rights. The City, at its sole option and discretion, but without any obligation, may pursue the legal collection of payments which may be owed to the City under Commercial Rights Agreements or Naming Rights Agreements. And since the City is solely responsible for invoicing purchasers of Commercial Rights or Naming Rights, Consultant shall not be responsible for any such invoicing or collection efforts. The City shall provide Consultant with a copy of all Commercial Rights Agreements and Naming Rights Agreements within three (3) business days of execution by the counterparty to such agreements.

(d) Consultant's Services include implementation; fulfillment; communicating sponsor's needs with the appropriate departments (i.e. signage, event planning, on-site event execution, etc.); facilitating activation efforts surrounding sponsorships (i.e. marketing and promotions); and maintaining strong communication with sponsor. Consultant shall actively assist and coordinate with City staff to ensure the City's successful fulfillment, performance and implementation of such elements, rights, advertising, sponsorships and other rights and benefits to be provided or otherwise delivered to a licensee of a Commercial Rights Agreement or Naming Rights Agreement.

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EXHIBIT "A-1"
"SPONSORSHIPS, DONATIONS AND ADVERTISING PROCEDURE GUIDELINES"

 CITYWIDE PROCEDURE	DATE ISSUED: May 2014	Page: 1 Of: 3	SEQUENCE NUMBER: CO.19.02	
	DATE UPDATED: December 2018			
	SUBJECT: SPONSORSHIPS, DONATIONS, AND ADVERTISING PROCEDURE			
	RESPONSIBLE DEPARTMENT: MARKETING & COMMUNICATIONS			

PURPOSE:

To standardize procedures as it relates to placement of advertising and acceptance of sponsorships, including in-kind and donations.

PROCEDURE:

The following constitutes the City's administrative procedure relating to sponsorships and advertising on City-owned property, or for products developed by, for or under contract with the City.

All advertising, sponsorships and donations must be vetted through the Marketing & Communications Department prior to acceptance. All sponsors, advertisers and donors must go through an internal background check to ensure they are a good fit to partner with the City.

ADVERTISING

Advertising guidelines for public rights-of-way, interiors spaces of City-owned buildings, and city publications.

- A. All advertising accepted for placement by the City, or by a contractor authorized by the City to accept advertising on behalf of the City, must comply with Federal, State, Miami-Dade County, and existing City of Miami Beach laws, rules and regulations.
- B. Consistent with Resolution No. 2009-27142 the City, or a Contractor authorized by the City to accept advertising on behalf of the City, shall not accept for insertion any advertisement that falls within one or more of the following categories:
 1. Unlawful or illegal goods, services or activities
 2. Tobacco or tobacco-related products
 3. Firearms
 4. Sexual services, programs or products
 5. Political candidates or political issues
 6. Competitive products for any City of Miami Beach citywide exclusive sponsorship agreement
 7. Advertising for alcoholic beverages within 250 feet of any school, day care or house of worship
 8. Any such additional category of advertising as the City may determine, as notified in writing to a contractor authorized by the City to place advertising on the public rights-of-way
- C. Any such prohibited material displayed or placed shall be immediately removed by contractor upon notice from the City.
- D. All advertising transactions must be formalized with a contract

MIAMI BEACH CITYWIDE PROCEDURE	DATE ISSUED: May 2014	Page: 2	SEQUENCE
	DATE UPDATED: December 2018	Of: 3	NUMBER: CO.19.02
	SUBJECT: SPONSORSHIPS, DONATIONS, AND ADVERTISING PROCEDURE		
	RESPONSIBLE DEPARTMENT: MARKETING & COMMUNICATIONS		

SPONSORSHIP, DONATION AND IN-KIND

Definitions

Sponsorship: A cash and/or in-kind fee paid to a property (typically in sports, arts, entertainment or causes) in return for access to the exploitable commercial potential associated with that property (*Definition provided by IEG*). Sponsorships could include cash purchases, budget relieving in-kind sponsorships, in-kind donations, or donations.

Asset: An asset is defined as any item or benefit that could be assigned a value and presented and sold to a sponsor as part of their sponsorship participation in conjunction with any City of Miami Beach event/facility/program. Assets include all trade for products and/or services with outside organizations.

In-Kind: An in-kind contribution is defined as a non-monetary contribution of goods or services offered free or at less than the usual charge. This can be in exchange for sponsorship/advertising rights or simply as a donation.

Donation: Donation is defined as a contribution to a public or charitable cause. Donations are given to meet specific needs of the organization, without the expectation of any public recognition to the business. This can be in the form of cash, products or services.

Sponsorship Valuation

All City of Miami Beach sponsorships must be evaluated based on industry standard pricing. The fair market value must be in line with investment/benefit correlation.


The City of Miami Beach Marketing & Communications Department will be responsible for approving the Asset Inventory, with assigned values, for use when selling City of Miami Beach sponsorships, including 3rd party selling.

All sponsorships must be approved and accepted by the Mayor and Commission.

3rd Party Sales Representatives; Including volunteers and committee members

When partnering with 3rd party sales representatives regarding sales of City of Miami Beach sponsorships, the 3rd party must adhere to the policies and procedures set forth by the City of Miami Beach.

A list of current and in-process City of Miami Beach sponsors may be provided to the 3rd party representative upon request. When soliciting sponsorships for any City of Miami Beach facility/program/event, the 3rd party representative may not act as competition to the City nor interfere with anyone on the current and in-process list of sponsors without authorization from City of Miami Beach Marketing & Communications Staff.

 CITYWIDE PROCEDURE	DATE ISSUED:	Page: 3	SEQUENCE NUMBER: CO.19.02
	May 2014	Of: 3	
	DATE UPDATED:		
	December 2018		
SUBJECT:			
SPONSORSHIPS, DONATIONS, AND ADVERTISING PROCEDURE			
RESPONSIBLE DEPARTMENT:			
MARKETING & COMMUNICATIONS			

Sponsorship contract process

All sponsorship transactions must be formalized with a contract.

Once a sponsorship package has been agreed to, Marketing & Communications Staff will draft a contract and send it to the City of Miami Beach Legal department for form approval. Once the contract has been form approved it will then be sent to the Sponsor for signature. The contract will then be sent to the City Manager for signature.

Once all sponsorships have been finalized, the Marketing & Communications Staff will draft a resolution to Commission for acceptance.

Donations Solicitation and Acceptance

All donations should be documented with a donation receipt, which will be supplied by the Marketing and Communications Department and approved by the Finance Department and shall be subject to City Commission acceptance.

All donations must be approved by the City Commission via Resolution and the donor must be in good standing in the community and vetted through the Marketing and Communications Department prior to acceptance.

Prepared by:


Director, Marketing & Communications

Reviewed by:


Internal Auditor


Chief of Staff


Chief Learning and Development Officer

Approved by:


City Manager


Date

EXHIBIT "B"

PROPERTIES

As authorized pursuant to Ordinance 2020-432, incorporated herein by reference and attached hereto as Exhibit "B-1", Consultant shall be permitted to market Naming Rights for these Properties, as follows:

	<u>Naming Rights Available</u>
(i) Miami Beach Convention Center, 1901 Convention Center Drive;	Interior and Exterior
(ii) Colony Theater, 1040 Lincoln Road;	Exterior Only
(iii) 10" Street Auditorium/Welcome Center, 1001 Ocean Drive*;	Interior and Exterior
(iv) Historic City Hall, 1130 Washington Avenue;	Interior and Exterior
(v) 1701_Meridian Avenue;	Interior and Exterior
(vi) North Beach Bandshell, 7275 Collins Avenue;	Interior and Exterior
(vii) Byron Carlyle Theater, 500 71 Street;	Interior and Exterior
(viii) City-owned and operated parking garages**;	Exterior Only
(ix) Adaptive Recreation Center, 5601 Collins Avenue (to be constructed)***; and	
(x) 72nd Street Civic Complex, 299 72nd Street, encompassing the Entire block bordered to the north and south by 73rd and 72 nd Streets, Collins Avenue to the east and Harding Avenue to the west (to be constructed).	Interior and Exterior

* Any Naming Rights for this Property will require the Miami-Dade's name, logo, and slogan to appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Miami-Dade County Board.

** The interior of the parking garages will become available upon the expiration of the current agreement between the City and Alchemy Miami Beach, LLC for the Implementation, Management and Operation of City Municipal Parking Garages Advertising Services ("Alchemy Agreement").

*** The Adaptive Recreation Center will require the approval of the Sabrina Cohen Foundation.

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EXHIBIT “B-1”

ORDINANCE NO. 2020-432

ORDINANCE NO. 2020-4324

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 82 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "PUBLIC PROPERTY," BY AMENDING ARTICLE VI, ENTITLED "NAMING OF PUBLIC FACILITIES AND ESTABLISHMENT OF MONUMENTS OR MEMORIALS," BY AMENDING SECTION 82-501 THEREOF, ENTITLED "GENERALLY," TO PROVIDE FOR CERTAIN EXEMPTIONS FROM THE REQUIREMENTS OF THE ORDINANCE; AND BY AMENDING SECTION 82-503 THEREOF, ENTITLED "NAMING OF PUBLIC FACILITIES; CO-NAMING AND RE-NAMING OF STREETS," BY AMENDING SUBSECTION (A) THEREOF, TO EXEMPT THE NAMING OR RE-NAMING OF CERTAIN SPECIFIED CITY-OWNED PUBLIC FACILITIES FROM THE VOTER REFERENDUM REQUIREMENT OF SECTION 82-503(6) OF THE CITY CODE, PROVIDED THAT SUCH NAMING OR RE-NAMING IS FOR A LIMITED TERM OF YEARS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City's ordinance for the naming of public facilities, as set forth in Section 82-503 of the City Code (the "Naming Ordinance"), includes a robust public input process for the review and approval of the naming or re-naming of the exterior of most City-owned public facilities, including parks; and

WHEREAS, in addition to a public hearing requirement, review by the Neighborhoods/Community Affairs Committee, and approval by a 5/7ths vote of the City Commission, the Naming Ordinance currently requires voter referendum approval for the exterior naming or re-naming of most City-owned public facilities and parks; and

WHEREAS, although the City's Naming Ordinance contemplated the *permanent* naming of public facilities, in perpetuity, many naming rights opportunities, particularly as part of sponsorship deals for performance or entertainment venues, are increasingly common for a limited term of years, and such sponsorships may yield substantial additional revenues for the owner of the public facility; and

WHEREAS, the Administration anticipates that a consultant will be engaged to assist the City in identifying sponsorship opportunities, including naming rights, by January or February, 2020; and

WHEREAS, the voter referendum requirement in the City's Naming Ordinance will likely discourage many prospective naming rights sponsors, who may not consider it worthwhile to proceed with a public referendum process for a naming rights opportunity for a limited term of years; and

WHEREAS, accordingly, the Mayor and City Commission desire to amend the City's Naming Ordinance to exempt certain specified City facilities from the referendum requirements of the City's Naming Ordinance, but only where the proposed naming or re-naming is for a limited term of twenty (20) years or less, including option periods.

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

SECTION 1. That section 82-501 through 82-503 of Article VI of Chapter 82 of the Code of the City of Miami Beach is hereby amended as follows:

**CHAPTER 82
PUBLIC PROPERTY**

* * *

**ARTICLE VI. NAMING OF PUBLIC FACILITIES AND ESTABLISHMENT OF
MONUMENTS OR MEMORIALS**

* * *

Sec. 82-501. Generally

- (a) No public facility located in or owned by the city shall be named except in accordance with the procedures set forth in this article.

(b) No monument or memorial shall be established within the city except in accordance with the procedures set forth in this article.

(c) ~~Effective upon adoption of this Ordinance No. 2014-3875, n~~No street located in the city shall be hereafter named, renamed, or co-named, except as provided in Section 82-503(c), hereof. ~~The Bass Museum of Art; the city-owned building, located at 2200 Liberty Avenue, Miami Beach, Florida (the Miami City Ballet Building); and the city-owned cultural facility referred to as the "Jackie Gleason Theater of the Performing Arts," located at 1700 Washington Avenue, Miami Beach, Florida, shall be exempt from the provisions of this article, as hereinafter provided: all or any portion(s) of the city-owned property comprising the public cultural facility known as the "Altos Del Mar Sculpture Park," located within a portion of Altos Del Mar Park, on Collins Avenue between 76th and 77th Street, Miami Beach, Florida (the ADMSP Sculpture Park) and all or any portion(s) of the city-owned property comprising the Miami Beach Botanical Garden, located at 2000 Convention Center Drive; and the ground level, exterior portions of these certain leased premises as described and identified in the lease agreement between the city and the New World Symphony (NWS), dated January 15, 2004 (the NWS Lease), and including the ground level, exterior portions of the NWS building and other tenant improvements (as said term is also defined in the NWS Lease) and the city-owned park bounded by Washington Avenue, 17th Street, Lincoln Lane, and Pennsylvania Avenue, the city-owned garage (currently referred to as the Pennsylvania Avenue Garage), and any and all other city-owned buildings, structures, furnishings, fixtures, improvements, streets, sidewalks, and/or rights-of-way in connection with the NWS project, shall be exempt from the provisions of this article.~~

(d) Exemptions: Subject to the conditions set forth herein, the following city-owned properties shall be exempt from the provisions of this article: The Bass Museum, 2100 Collins Avenue; Miami City Ballet, 2200 Liberty Avenue; The Fillmore Miami Beach at the Jackie Gleason Theater, 1700 Washington Avenue; Miami Beach Botanical Garden, 2000 Convention Center Drive; New World Symphony (NWS) complex, including, without limitation, the NWS building located at 500 17th Street, Soundscape Park, 400 17th Street, and the Pennsylvania Avenue Garage, 1661 Pennsylvania Avenue; and any city-owned property that is subject to a lease having a term, including option periods, of at least fifty (50) years or more, including, without limitation, the Miami Beach Marina and the Miami Beach Convention Center headquarter hotel, provided, however, that the exemption for any such city-owned property shall automatically terminate upon the earlier of the expiration or termination of the lease.

(1) The Miami City Ballet Building shall only be exempt for so long as: (i) said building is occupied, operated and maintained by Miami City Ballet, Inc., a not-for-profit corporation; (ii) the building is used as the principal headquarters, administrative offices, and studio and teaching facilities of the Miami City Ballet; and (iii) Miami City Ballet, Inc., remains in good standing and free from defaults under that ~~certain~~ its then-existing lease agreement

for the Miami City Ballet Building between the city, as landlord, and Miami City Ballet, Inc., as tenant (the Miami City Ballet lease). The exemption for the Miami City Ballet building shall automatically terminate upon the earlier of the expiration or other termination of the lease between the Miami City Ballet, Inc. and the city.

~~The ADMSP Sculpture Park shall only be exempt from the provisions of this article for so long as:~~

- ~~(1) The Sculpture Park is occupied, operated and maintained by Altos Del Mar Sculpture Park, Inc., a not-for-profit corporation;~~
 - ~~(2) The Sculpture Park remains free and open to the general public; and~~
 - ~~(3) Altos Del Mar Sculpture Park, Inc., remains in good standing and free from defaults under that certain management agreement between the city and Altos Del Mar Sculpture Park, Inc., dated June 3, 2009.~~
- (2) The NWS complex ~~leased premises~~ shall only be exempt from the provisions of this article for so long as: (i) ~~All of the NWS leased premises (including the NWS building and all of the tenant improvements) remain leased, are occupied, operated, and maintained by New World Symphony Inc., a not-for-profit corporation;~~ (ii) the NWS building is continuously used as the principal headquarters, administrative offices, and performance facilities of the NWS, and the other tenant improvements are continuously used for their original purpose(s) under the NWS's then-existing lease with the city; and (iii) NWS remains in good standing and free from defaults under the NWS lease, ~~the development agreement between the city and NWS, dated January 5, 2004 (the NWS development agreement), and any other agreements between the city and NWS, whether in existence as of the effective date of this article, or as may be subsequently entered into.~~ The exemption for the NWS complex shall automatically terminate upon the earlier of the expiration or other termination of the lease between the New World Symphony, Inc. and the city.; and
- (3) Notwithstanding the exemption provided herein for the NWS complex, any name(s) proposed for all or any portion of the NWS complex ~~leased premises~~ shall be subject to the following conditions:
- (i) All names shall be subject to the prior written consent of the city, which shall not be unreasonably withheld, conditioned or delayed;
 - (ii) No name shall be permitted which includes the name of any company selling the following types of products: guns, tobacco, or sexual products;
 - (iii) There shall be no naming after an individual who has been convicted of a felony;

- (iv) No name shall be permitted to remain beyond term of the NWS lease agreement, unless expressly approved by city; and
 - (v) Notwithstanding conditions (i) through (iv) above, NWS shall be entitled to keep naming rights revenues; provided it dedicates and utilizes such revenues exclusively for the maintenance, management, and/or operation of the NWS building and/or tenant improvements;
- (4) The Miami Beach Botanical Garden shall only be exempt from the provisions of this article for as long as: (i) the Miami Beach Botanical Garden is occupied, operated and maintained by the Miami Beach Garden Conservancy, a not-for-profit corporation; (ii) the Miami Beach Botanical Garden remains free and open to the general public; and (iii) the Miami Beach Garden Conservancy remains in good standing and free from defaults under that certain its then-existing management agreement between the city and the Miami Beach Garden Conservancy, dated July 1, 2007. The exemption for the Miami Beach Garden Conservancy shall automatically terminate upon the earlier of the expiration or termination of the then-existing aforesated management agreement between the city and the Miami Beach Garden Conservancy.
- ~~(5) The exemption for the Miami City Ballet building and for the NWS leased premises complex shall automatically terminate upon the earlier of the expiration or other termination of, respectively, the Miami City Ballet lease and the NWS lease. The exemption for the ADMSP Sculpture Park shall automatically terminate upon the earlier of the expiration or other termination of the aforesated management agreement. The exemption for the Miami Beach Garden Conservancy shall automatically terminate upon the earlier of the expiration or termination of the then-existing aforesated management agreement.~~

Sec. 82-502. Definitions.

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

Committee means the neighborhood and quality of life committee (NQLC)
~~community affairs committee created by the city commission on March 18, 1998, and as merged with the neighborhood committee on November 25, 2003, pursuant to Resolution No. 2003-25446, or any other such committee designated by the city commission to review and recommend names for public facilities and the co-naming of streets, and approve the establishment of monuments or memorials to be located within or owned by the city.~~

Memorial means a site, art work or structure created to preserve the memory of a significant event(s) or person(s).

Monument means a bust, sculpture, or similar structure, erected in honor of a significant event(s) or person(s).

Public facility means any public building or park owned by the city.

Street means that area of a public right-of-way improved, designed, and ordinarily used for vehicular traffic and/or parking including, without limitation, avenues, roads, drives, lanes, boulevards, courts, and alleys. For purposes of this article, streets shall only be intended to include city-owned streets, and not state- or county-owned and/or controlled streets.

Sec. 82-503. Naming of public facilities; co-naming and renaming of streets.

(a) *Naming of an exterior portion of a public facility (including naming of a park).* Whenever a name is needed for a new public facility, or whenever there is a request to rename an existing public facility, within or owned by the city, the naming, or renaming, shall first be considered and reviewed by the committee according to the following procedures:

- (1) Any person, organization, association, corporation or other entity, including a member of the city commission or the administration of the city, may propose a name for a new public facility, or may propose renaming an existing public facility, at any time by submitting the proposed name in writing (the proposal) to the committee.
- (2) Within a reasonable time after receipt of the proposal, the committee shall meet to consider and review the naming, or renaming, of the public facility, including, without limitation, the monetary and other terms and conditions related to the naming proposal, and the proposed uses for the funds to be generated thereby, if any. Notice of the meeting shall be given to all persons who proposed the name, or rename, for the public facility.
- (3) After reviewing the proposal, the committee shall transmit its recommendation to the city commission regarding the proposal.
- (4) Within a reasonable time after receiving the recommendation from the committee on the proposal ~~for the naming or renaming~~, the city commission shall call a public hearing.
- (5) Notice of the public hearing regarding the naming or renaming of the public facility, shall be published at least ten (10) days prior to the hearing in a newspaper of general circulation in the city.

- (6) Except as provided in subsection (8), Any any proposed naming, or renaming, of a public facility approved by the city commission must be approved by a 5/7ths vote, and must also be submitted to the electorate of the city by referendum at the next regularly scheduled election. The name shall be approved by a majority of the electorate voting in the referendum.
- (7) ~~Notwithstanding any other provision of this section, p~~Public facilities shall not be named, or renamed, for living persons, unless such persons are over 100 years of age; or, for living persons under 100 years of age, unless the naming or renaming is (i) approved by a majority of the members of the committee; (ii) approved by the city commission by a 5/7 ths vote; and (iii) submitted to the electorate of the city by referendum at the next regularly scheduled election and approved by a majority of the electorate voting in such referendum. However, this provision shall not apply to public facilities named or renamed prior to June 29, 1991.
- (8) ~~Notwithstanding any other provision of this section, t~~The referendum requirements of this section shall not apply to (i) where a public facility that is to be named or renamed solely for the name of the city, the geographic area or physical location of the facility and/or the street or portion of the street where the facility is located, the function of the facility, or the current name of the facility; and (ii) the following public facilities, provided that the proposed naming or re-naming is for a term of twenty (20) years or less, including option periods:
- (i) Miami Beach Convention Center, 1901 Convention Center Drive;
 - (ii) Colony Theater, 1040 Lincoln Road;
 - (iii) 10th Street Auditorium/Welcome Center, 1001 Ocean Drive;
 - (iv) Historic City Hall, 1130 Washington Avenue;
 - (v) 1701 Meridian Avenue;
 - (vi) North Beach Bandshell, 7275 Collins Avenue;
 - (vii) Byron Carlyle Theater, 500 71 Street;
 - (viii) City-owned and operated parking garages;
 - (ix) Adaptive Recreation Center, 5601 Collins Avenue (to be constructed); and
 - (x) 72nd Street Civic Complex, 263-299 72nd Street (to be constructed).

* * *

SECTION 2. REPEALER.

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

SECTION 3. SEVERABILITY.

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

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Miami Beach City Code. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on the 25 day of January, 2019.

PASSED AND ADOPTED this 15 day of January, 2019.

ATTEST:

TE 1/27/2020
Rafael E. Granado, City Clerk

[Signature]
Dan Gelber, Mayor

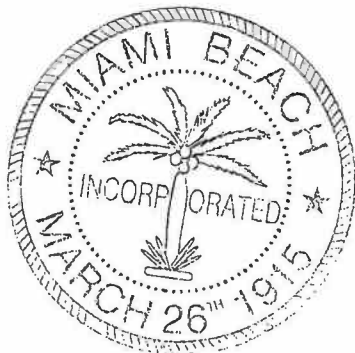
Underline denotes additions

~~Strikethrough~~ denotes deletions

~~Double Strikethrough~~ denotes deletions at Second Reading

Double Underline denotes additions at Second Reading

(Sponsored by Commissioner Mark Samuelian)



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature] 1/6/2020
City Attorney RAP Date

PROPOSAL DOCUMENTS