MIAMIBEACH

Finance and Citywide Projects Committee Meeting City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive July 31, 2019 - 8:00 AM

Commissioner Ricky Arriola, Chair Commissioner Michael Góngora, Vice-Chair Commissioner Mark Samuelian, Member Commissioner Micky Steinberg, Alternate

John Woodruff, Liaison Morgan Goldberg, Support Staff

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OLD BUSINESS

1. DISCUSSION REGARDING THE REVIEW OF THE JULIA TUTTLE BUS RAPID TRANSIT DEMONSTRATION PROJECT

May 16, 2018 - C4 R Sponsored by Commissioner Samuelian

Transportation

2. UPDATE ON THE PROGRESS OF THE TRAFFIC MITIGATION STRATEGY TO HELP REDUCE TRAFFIC IMPACTS OF THE CONNECTING MIAMI CONSTRUCTION PROJECT

UPDATE ON FDOT AND CITY CONSTRUCTION PROJECTS AND TRAFFIC MITIGATION STRATEGIES

March 13, 2019 - R7 G and June 5, 2019 - R9 E

Sponsored by Commissioner Samuelian and Commissioner Góngora Transportation

3. DISCUSSION ON PRIDE SPONSORSHIP / FEE WAIVER FOR 2020

July 17, 2019 - C4 H

Sponsored by Vice Mayor Arriola and Co-Sponsored by Commissioner Góngora Tourism and Culture

4. DISCUSSION REGARDING THE RENEWAL OF THE AGREEMENT WITH THE FRANCHISE HAULERS

June 5. 2019 - C4 D

Public Works

5. DISCUSSION TO REVIEW THE MAYOR'S PANEL ON OCEAN DRIVE, SAFETY, SECURITY, AND INFRASTRUCTURE SUBCOMMITTEE'S MOTION FOR A SECRET SHOPPER PROGRAM AS AN INVESTIGATIVE TOOL

June 5, 2019 - C4 Y

Sponsored by Commissioner Samuelian

Office of the City Manager

6. DISCUSSION REGARDING UM MOBILE CLINIC GRANT FUNDED PROJECT

Grants Management

NEW BUSINESS

7. DISCUSSION REGARDING CREATING A CONNECTION BETWEEN OCEAN DRIVE AND LINCOLN ROAD THROUGH ESPANOLA WAY

June 5, 2019 - C4 H

Sponsored by Vice-Mayor Arriola

Public Works

8. DISCUSSION ON MIAMI BEACH SENIOR HIGH SCHOOL CROSSING MORNING SAFETY

May 8, 2019 - R9 K

Sponsored by Commissioner Samuelian and Co-Sponsored by Commissioner Góngora

Transportation

9. DISCUSSION REGARDING A NEW LEASE AGREEMENT BETWEEN THE MIAMI BEACH REDEVELOPMENT AGENCY (LANDLORD) AND CRUISE & TOURS CENTER, LLC D/B/A ADMIRAL CRUISE & TRANSPORTATION (TENANT) FOR APPROXIMATELY 721 SQUARE FEET OF GROUND FLOOR RETAIL SPACE AT THE ANCHOR SHOPS GARAGE, LOCATED AT 100 16TH STREET, SUITE NO. 5, MIAMI BEACH, FLORIDA, FOR A PERIOD OF FIVE (5) YEARS

Economic Development

Status: Supplemental updated on 7/30/19.

DEFERRED ITEMS

10. DISCUSSION REGARDING THE BIGBELLY PROGRAM AND POTENTIAL WAYS TO SUBSIDIZE ITS COSTS

October 17, 2018 - C4 I

Sponsored by Vice-Mayor Arriola

Public Works

11. DISCUSSION ON UPDATING MINIMUM WAGES ON CITY FUNDED CONSTRUCTION CONTRACTS

January 16, 2019 - C4 M

Sponsored by Commissioner Steinberg

Procurement/CIP

Status: Item deferred to the September 20, 2019 FCWPC meeting.

12. DISCUSSION REGARDING ESTABLISHING A HISTORIC PRESERVATION FUND

April 11, 2018 - C4 O

Sponsored by Vice-Mayor Arriola

Finance/Planning

Status: Item deferred to the September 20, 2019 FCWPC meeting.

13. DISCUSSION REGARDING THE LOCATION OF A STORAGE FACILITY AND NEW RESTROOMS FOR SOUNDSCAPE PARK

January 16, 2019 - C4 I

Tourism and Culture

Status: Item deferred to the September 20, 2019 FCWPC meeting, pending designer renderings.

14. DISCUSSION REGARDING THE ANNEXATION OF THE WESTERNMOST ISLANDS OF THE VENETIAN ISLANDS AND MAKING THEM A PART OF MIAMI BEACH, AND TO REVIEW PROPERTY TAXES, ECONOMIC IMPACT, AND VALUE

September 12, 2018 - R9 F

Sponsored by Commissioner Góngora

Office of the City Manager

Status: Item deferred to the September 20, 2019 FCWPC meeting, pending discussions with City of Miami.

15. DISCUSSION REGARDING THE ANNEXATION OF NORTH BAY VILLAGE, AND TO REVIEW PROPERTY TAXES, ECONOMIC IMPACT, AND VALUE

September 12, 2018 - R9 E

Sponsored by Vice-Mayor Arriola

Office of the City Manager

Status: Item deferred to the September 20, 2019 FCWPC meeting, pending discussions with North Bay Village.

16. DISCUSSION ON MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION AND ITS FINANCIAL CONDITION

April 10, 2019 - C4 D

Sponsored by Commissioner Malakoff

Office of Housing & Community Services

Status: Item deferred to the September 20, 2019 FCWPC meeting.

17. DISCUSSION PERTAINING TO A FUTURE PLAN FOR THE PARKING LOT ON THE NORTH SIDE OF 75TH STREET BETWEEN COLLINS AVENUE AND OCEAN TERRACE

June 5, 2019 - C4 E

Economic Development

Status: Item deferred to the September 20, 2019 FCWPC meeting.

18. DISCUSSION REGARDING VACATING A PORTION OF OCEAN COURT BETWEEN THE CLEVELANDER AND ESSEX HOTELS IN FAVOR OF THE JESTA GROUP PURSUANT TO SECTION 82-37 OF THE CITY CODE TO ENABLE A PEDESTRIAN BRIDGE TO LINK BOTH PROPERTIES

June 5, 2019 - C4 F

Sponsored by Vice-Mayor Arriola

Public Works

Status: Item to be heard at the September 20, 2019 FCWPC meeting.

19. UPDATE FROM THE ECONOMIC DEVELOPMENT DEPARTMENT REGARDING STEPS TAKEN TO STREAMLINE THE BUSINESS PERMITTING PROCESS, IMPROVE BUSINESS RETENTION, AND ATTRACT NEW BUSINESSES

December 12, 2018 - C4 E

Sponsored by Vice-Mayor Arriola

Economic Development

Status: Item to be heard at the September 20, 2019 FCWPC meeting.

20. DISCUSSION TO EXPLORE WAYS THE CITY CAN ASSIST THE HOUSING AUTHORITY OF THE CITY OF MIAMI BEACH TO DEVELOP ITS PROPERTIES IN NORTH BEACH TO CREATE AFFORDABLE AND WORKFORCE HOUSING

May 8, 2019 - C7 E

Sponsored by Commissioner Alemán

Office of Housing and Community Services

Status: Item to be heard at the September 20, 2019 FCWPC meeting.

21. DISCUSSION OF SALSA LA PLAYA TO BE HELD IN THE NORTH BEACH BANDSHELL

July 17, 2019 - C4 C

Sponsored by Commissioner Góngora

Tourism and Culture

Status: Item to be heard at the September 20, 2019 FCWPC meeting.

22. DISCUSSION REGARDING THE SPONSORSHIP OF PRO FOOTVOLLEY TOUR

July 17, 2019 - C4 D

Tourism and Culture

Status: Item to be heard at the September 20, 2019 FCWPC meeting.

23. DISCUSSION REGARDING STORMWATER CONNECTION FEES

July 17, 2019 - C4 E

Sponsored by Commissioner Alemán

Public Works

Status: Item to be heard at the September 20, 2019 FCWPC meeting.

24. DISCUSSION REGARDING THE MAYOR'S PANEL ON OCEAN DRIVE MOTION TO DEVELOP AN IMPROVED LIGHTING PLAN FOR SAFETY FOR LUMMUS PARK AS WELL AS THE MOTION TO SUPPORT ENFORCEMENT OF SECURING FURNITURE IN SIDEWALK CAFES

July 17, 2019 - C4 F

Sponsored by Commissioner Samuelian

Public Works

Status: Item to be heard at the September 20, 2019 FCWPC meeting.

25. DISCUSSION TO CONSIDER A PROPOSED AMENDMENT TO CHAPTER 2 OF THE CITY CODE, TO REQUIRE THE ADMINISTRATION AS PART OF THE REQUIRED ANALYSIS ACCOMPANYING ALL ORDINANCES AND RESOLUTIONS PLACED ON CITY COMMISSION AGENDAS, TO SPECIFICALLY DISCLOSE THE FISCAL AND/OR FINANCIAL IMPACTS ASSOCIATED WITH THE PROPOSED ITEM

July 17, 2019 - C4 G

Sponsored by Commissioner Samuelian

Office of the City Attorney

Status: Item to be heard at the September 20, 2019 FCWPC meeting.

26. DISCUSSION REGARDING IMPLEMENTING TACTICAL URBANISM PROJECTS THROUGHOUT THE CITY

July 17, 2019 - C4 I

Sponsored by Vice-Mayor Arriola

Economic Development

Status: Item to be heard at the September 20, 2019 FCWPC meeting.

27. DISCUSSION REGARDING CIRCUIT FESTIVAL MIAMI

July 17, 2019 - C4 J

Sponsored by Commissioner Góngora

Tourism and Culture

Status: Item to be heard at the September 20, 2019 FCWPC meeting.

28. UPDATE ON THE CITY'S BLUEWAYS MASTER PLAN

July 17, 2019 - C4 K

Sponsored by Vice-Mayor Arriola

Parks and Recreation

Status: Item to be heard at the September 20, 2019 FCWPC meeting.

29. DISCUSSION REGARDING THE ANIMAL WELFARE COMMITTEE'S RECOMMENDATION TO ESTABLISH A COMMUNITY PET WASHING STATION

July 17, 2019 - C4 L

Sponsored by Vice-Mayor Arriola and Co-Sponsored by Commissioner Samuelian

Public Works

Status: Item to be heard at the September 20, 2019 FCWPC meeting.

30. DISCUSSION REGARDING FUNDING AYUDA

July 17, 2019 - C4 M

Sponsored by Vice-Mayor Arriola

Office of Housing and Community Services

Status: Item to be heard at the September 20, 2019 FCWPC meeting.

31. DISCUSSION REGARDING THE ANIMAL WELFARE COMMITTEE'S RECOMMENDATION TO FUND A PET ADOPTION FACILITY

July 17, 2019 - C4 N

Sponsored by Vice-Mayor Arriola and Co-Sponsored by Commissioner Samuelian

Public Works

Status: Item to be heard at the September 20, 2019 FCWPC meeting.

32. DISCUSS TERMINATING THE CITY'S CONTRACT WITH COCA-COLA

July 17, 2019 - R9 I

Sponsored by Vice-Mayor Arriola

Communications/Environment & Sustainability

Status: Item to be heard at the October 25, 2019 FCWPC meeting.

33. DISCUSS A COMPOSTING PROGRAM IN NORTH BEACH SIMILAR TO THE PROGRAM AT THE MIAMI BEACH BOTANICAL GARDEN

May 8, 2019 - C4 E

Sponsored by Commissioner Alemán

Environment & Sustainability

Status: Update to be provided 6 months after initiation of program.

MIAMIBEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: July 31, 2019

SUBJECT: DISCUSSION REGARDING THE REVIEW OF THE JULIA TUTTLE BUS
RAPID TRANSIT DEMONSTRATION PROJECT

KEY INTENDED OUTCOME:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

HISTORY:

The Miami-Dade County Strategic Miami Area Rapid Transit (SMART) Plan contains six rapid transit corridors and nine Bus Express Rapid Transit (BERT) routes. BERT service consists of enhanced branded buses operating limited stop service on shoulders or dedicated transit lanes, where feasible, to reduce travel time and help ensure service schedule reliability. Specifically for Miami Beach, one rapid transit corridor (Beach Corridor) and three BERT routes (Beach Express North, Beach Express Central, and Beach Express South) are proposed to connect Miami Beach to the mainland.

The proposed Beach Express North BERT Demonstration Service is a joint project between Miami Beach, Miami-Dade County Department of Transportation and Public Works, and the Miami-Dade Transportation Planning Organization (TPO). It was funded on June 21, 2018 through the TPO's SMART Demonstration Grant Program, with the City and TPO committing \$5.1 million each for operations and maintenance over a three year demonstration period. The County will provide the buses and operate the service.

The Beach Express North BERT service will connect the Golden Glades multimodal facility, Earlington Heights Metrorail Station, and major employment centers in Miami Beach, operating on the shoulder of SR 112/Julia Tuttle Causeway. Once on Miami Beach, the route serves Mount Sinai Medical Center, 41st Street, major hotels on Collins Avenue, and the City Center area. The Beach Express North BERT service is intended to provide a reliable transit option for the City's approximately 40,000 daily workforce commuters.

At its June 29, 2018 meeting, the Finance and Citywide Projects Committee (FCWPC) passed a motion recommending that staff: 1) work with Miami-Dade County to finalize the Beach Express North BERT interlocal agreement and business plan; 2) explore the possibility of modifying the existing Route 150 (Airport Express) to provide interim BERT-like service in advance of the Beach Express North BERT service; 3) explore providing a subsidy to City of Miami Beach employees that use the BERT service; and 4) provide quarterly updates to FCWPC regarding the status of the Beach Express North BERT demonstration project.

Quarterly updates on the above were provided to FCWPC on October 30, 2018 and January 25, 2019. On

April 19, 2019, Transportation Department staff reported the following:

- BERT implementation was scheduled for 2022, with \$2.6 million programmed by FDOT for construction of improvements to the inside shoulders of the Julia Tuttle Causeway to accommodate bus-on-shoulder operation.
- The County had initiated the Project Justification Report for the Beach Express North BERT project.
- Conversations continued with FDOT and County regarding expediting BERT service as a mitigation strategy for the FDOT I-395 Signature Bridge Project.
- The Miami Beach transit pass program for City employees was being utilized by over 50 employees.

ANALYSIS:

Following are updates on the current status of the Beach Express North BERT project, interim Route 150 modifications, and the Miami Beach Transit Pass Program.

Beach Express North BERT

- The Project Justification Report has been submitted by the County to FDOT for review.
- FDOT District Six Secretary Jim Wolfe stated in a recent letter to Miami-Dade County Commissioner Eileen Higgins that the Beach Express North BERT service is delayed and anticipated to begin in 2023 (rather than 2022).
- The City has concerns with current FDOT criteria for conditional use of shoulders which limit bus-on-shoulder operation on the Julia Tuttle Causeway shoulder for BERT service.
- At the June 15, 2019 City Commission Transportation Workshop, Miami Beach Commissioners strongly requested that FDOT and the County implement the BERT service well before 2022.
- At a July 23, 2019 meeting with FDOT State Secretary Kevin Thibault, FDOT District Six Secretary Jim Wolfe, and Miami Beach administration staff, Secretary Wolfe mentioned that FDOT will coordinate a workshop with FDOT staff, Miami-Dade County staff, and the City to discuss ways of moving this project forward.

Route 150 (Airport Express)

- Transit Alliance is evaluating the performance of all County bus routes, including Route 150, as part of its Better Bus Project which is scheduled for completion in late 2019. City staff is actively participating in the Better Bus Project. Draft study recommendations, including recommendations for Route 150, have not yet been released by Transit Alliance.

Miami Beach Transit Pass Program

- May 2019: 57 participants (11 residents, 46 non-residents)
- June 2019: 58 participants (10 residents, 48 non-residents)
- July 2019: 57 participants (11 residents, 46 non-residents)

CONCLUSION:

The adopted 2016 Miami Beach Transportation Master Plan was premised on an adopted mode share goal and modal prioritization strategy which places pedestrians first; transit, bicycles, and freight second; and private automobiles third.

The County's Beach Express North BERT demonstration project supports the City's mode share vision and modal prioritization. The BERT service will help Miami Beach become a less car-centric city by providing a new transit option for commuters in Miami Beach. The environmental benefits of the proposed transit

service also align with Miami Beach resilience initiatives, the Resilient 305 Strategic Plan, and 100 Resilient Cities partnership goals.

The Administration will continue to work with FDOT and the County to expedite the implementation of the Beach Express North BERT service as well as interim enhancements to the County's bus service to provide a reliable mobility option for the City's workforce commuters.

MIAMIBEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: July 31, 2019

SUBJECT: UPDATE ON THE PROGRESS OF THE TRAFFIC MITIGATION STRATEGY
TO HELP REDUCE TRAFFIC IMPACTS OF THE CONNECTING MIAMI
CONSTRUCTION PROJECT

UPDATE ON FDOT AND CITY CONSTRUCTION PROJECTS AND TRAFFIC MITIGATION STRATEGIES

KEY INTENDED OUTCOME:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

HISTORY:

The I-395/SR 836/I-95 Project ("Connecting Miami") is a partnership between the Florida Department of Transportation (FDOT) and the former Miami-Dade Expressway Authority (MDX), with construction limits on State Road (SR) 836 beginning at NW 17th Avenue and continuing through the SR 836/I-395/I-95 (Midtown) Interchange to the MacArthur Causeway Bridge. The limits on I-95 are from NW 8th Street to NW 29th Street. In addition to other capacity enhancements, the project will completely reconstruct the existing facility and create a signature bridge that will span over NE 2nd Avenue and SR5/Biscayne Boulevard.

The Connecting Miami Project commenced in summer 2018 and is anticipated to be completed by fall 2023. Traffic impacts during the multi-year construction project due to multiple and continuous lane/ramp closures and detours along I-95, SR 836, and I-395 are expected to adversely affect mobility for Miami Beach residents, visitors, and workforce employees. In addition, other causeways entering and leaving the City of Miami Beach will be affected by diversion in vehicular trips due to lane/ramp closures for the Connecting Miami project.

The City is concerned with the potential effects that the multi-year construction of the Connecting Miami Project and other ongoing and planned FDOT projects, listed below, on the City's causeways and major arterials will have on mobility in and around Miami Beach. Additionally, the City has several major roadway construction projects planned, including West Avenue and Indian Creek Drive between 26th and 41st Streets, which will overlap with FDOT projects.

Other Ongoing and Planned FDOT projects in Miami Beach:

- I-95 Concrete Replacement from NW 29 St to NW 131 St
- MacArthur Causeway East Bridge Rehabilitation
- Alton Road/Dade Boulevard Bridge Rehabilitation
- I-395/SR836/I-95 Design/Build Project (Signature Bridge)
- Alton Road and Michigan Ave new SB left turn lane
- Indian Creek Drive between 63 St and Abbott Ave
- Julia Tuttle Causeway Inside Shoulder Rehab for BERT Service
- Alton Road from Michigan Ave to 43 St
- Collins Avenue from 4600 Block to 5700 Block
- Venetian Causeway Bridges

At the March 13, 2019 City Commission meeting, the Administration presented various traffic mitigation strategies that could be explored in collaboration with FDOT and Miami-Dade County to help mitigate traffic impacts and ensure mobility for residents, visitors, and workforce employees during the construction of the Connecting Miami and other major FDOT projects in and around the City. At the meeting, the City Commission adopted Resolution No. 2019-30757 recommending that the Administration pursue traffic mitigation strategies, including an operating level of agreement specific to communication protocols with respect to the Connecting Miami Signature Bridge Project. The traffic mitigation strategies include:

- 1. Accelerate the implementation of the Beach Express North Bus Express Rapid Transit (BERT) Demonstration Service or interim Route 150 (Airport Express) Modifications.
- 2. Enhance service of the County Bus Route "A"
- 3. Explore waiving tolls on the Venetian Causeway
- 4. Active Work Zone Traffic Monitoring and Management
- 5. Explore waterborne transportation service connecting Downtown Miami and Miami Beach

In April 2019, City staff met with the FDOT District Six Secretary Jim Wolfe and FDOT staff to discuss upcoming FDOT projects in and around the City and anticipated impacts. At the meeting, City staff requested that some of the projects be deferred until the Connecting Miami project is finished. FDOT advised that while they would consider deferral of certain projects, they would also have to consider financial impact to those projects. Further, FDOT agreed to inform City staff of any unforeseen or emergency lane closures during peak traffic periods such that the City would have the opportunity to disseminate the lane closure information to the community in advance.

Additionally, at the City's request, FDOT has developed a comprehensive, coordinated, and interactive map of all FDOT construction projects affecting Miami Beach, including projects on I-95 and the causeways. This map is being updated and disseminated to the community on a weekly basis.

ANALYSIS:

Consolidated Interactive Map of City and FDOT Projects

Given the multitude of current and upcoming FDOT and city construction projects which will impact mobility, the City's GIS team is developing a comprehensive interactive map which will have information on all city projects, including anticipated lane closures, as well as the lane/ramp closure information from the FDOT interactive map. This consolidated map will help staff identify any conflicting detours and schedules on projects in order to help reduce the cumulative impact to the community.

Below is a status update on each of the traffic mitigation strategies based on recent interagency discussions.

1. Accelerate the implementation of the Beach Express North Bus Express Rapid Transit (BERT)

Demonstration Service or Route 150 (Airport Express) Modifications

As of December 5, 2018, FDOT has programmed funds for the design and construction of the inside shoulders modifications needed to operate the BERT service on the Julia Tuttle Causeway by 2022. However, recent correspondence from the FDOT State Secretary Kevin Thibault has stated a commencement date of 2023. Miami-Dade County Department of Transportation and Public Works (DTPW) has submitted the Project Justification Report to FDOT for review. At a July 23, 2019 meeting with FDOT State Secretary Thibault, District Six Secretary Jim Wolfe, and Miami Beach administration staff, Secretary Wolfe mentioned that FDOT will be coordinating a workshop with County staff, FDOT staff, and City staff to discuss ways of moving this particular BERT project forward.

As part of the Better Bus Project being led by the Transit Alliance in partnership with DTPW, Route 150 is being evaluated in terms of current performance and connectivity. Recommendations for final alignments are anticipated to be available for review in September 2019. City Transportation Department staff is actively engaged in the study process. The City has requested that the proposed alignment and other recommendations be presented to the administration and City Commission for review and discussion.

2. Enhance service of the County Bus Route "A"

Similar to Route 150 above, Route A is also being assessed as part of Transit Alliance's Better Bus Project. The traffic mitigation strategies approved by the City Commission related to County bus routes have been shared with the project team to ensure that they are considered as part of the study recommendations expected in September 2019.

3. Explore waiving tolls on the Venetian Causeway

Waiving of the tolls on the Venetian Causeway has been previously approved to mitigate congestion as a result of construction on the MacArthur Causeway. Waiving tolls on the Venetian Causeway can assist in reducing traffic demand on the MacArthur Causeway or Julia Tuttle Causeway which will be affected by the Connecting Miami project. The Connecting Miami project team is working with Miami-Dade County to present an item to the Miami-Dade Board of County Commissioners to issue a blanket approval to County Administration to waive tolls on the Venetian Causeway, only when necessary, while the Connecting Miami project is in construction. FDOT has stated that it will be responsible for reimbursing Miami-Dade County for the loss in revenue while the tolls are waived, either in whole or in part.

4. Active Work Zone Traffic Monitoring and Management

The City's traffic monitoring and management contractor has continued to work closely with the FDOT SunGuide 511 Traffic Management Center to inform motorists in advance of any lane/ramp closures and detours using the City's and FDOT's digital message signs strategically located throughout the City and along the causeways, I-95, I-395/SR 836, and I-195/SR 112. Further, all information for weekend lane/ramp closures is being provided to the City ahead of time and is being disseminated by the City's Communications Department via email blasts, social media, and traffic text alerts.

5. Explore waterborne transportation service connecting Downtown Miami and Miami Beach

Pursuant to a competitive solicitation recently issued by Miami-Dade County, Poseidon Ferry is pursuing an east/west passenger ferry route between Downtown Miami and South Beach and potentially additional routes along Biscayne Bay using double deck vessels with an air-conditioned lower deck. The service would cater to commuters (Monday – Friday peak period service) and the proposed fare structure is intended to be competitive with current public transit fares. The City of Miami Beach is working closely with Poseidon Ferry, the City of Miami, and Miami-Dade County to assist in securing docking locations that will be needed

to operate the cross-bay ferry service, including potential enhancements to transit service connecting to docking facilities to facilitate the first/last mile of the trip. A docking location on the north end of the Miami Beach Marina (in proximity to 5th Street) is currently being evaluated. Poseidon Ferry and City staff will be conducting additional field evaluations in mid-August.

In addition to the above strategies, the City will also commence coordination with FDOT and South Florida Commuter Services to pursue the implementation of a vanpool program for commuters traveling to/from Miami Beach. The implementation of this service will reduce cross-causeway single occupancy vehicular trips.

CONCLUSION:

This item is being presented to the Finance and Citywide Projects Committee as an update.

MIAMIBEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: July 31, 2019

SUBJECT: DISCUSSION ON PRIDE SPONSORSHIP / FEE WAIVER FOR 2020

HISTORY:

The Miami Beach Gay Pride ("Event Organizer") brings together members of the lesbian, gay, bisexual, and transgender ("LGBTQ") community, their friends, allies, and supporters in celebration of the unique spirit and culture of the LGBTQ community.

Since 2008, the Miami Beach Gay Pride Festival (the "Event"), scheduled to take place in Lummus Park, between 11th & 14th streets from April 6-7, 2019, has been an annual public and fundraising event benefiting the South Florida LGBTQ community with programs that keeps a free and safe environment for the whole community.

During the July 2, 2018 City Commission meeting, at the request of Commissioner Ricky Arriola, the Event producers requested the City waive special event fees in the amount of \$30,893.25. The request was referred to the July 13, 2018 Finance and Citywide Projects Committee ("FCWPC").

During the July 13, 2018 FCWPC meeting the Event Organizer, in addition to requesting the City waive special event fees, the Event Organizer also requested the City to provide a cash sponsorship the Event in the amount of \$73,000.

The special event fees represent \$250.00 in application fees, \$500.00 in permit fees, \$5,250 in vehicle beach access passes, \$10,911 in square footage fees, \$5,405 in Police Administrative fees, and \$8,577.25 in Lummus Park user fees, for a total waiver of \$30,893.25. The Event Organizers requested that the City's \$73,000 sponsorship support would cover third party vendor costs.

In 2018, the Event Organizer has requested the City to provide a cash sponsorship the Event in the amount of \$73,000 and special event fee waivers in the amount of \$30,893.22, for a total City sponsorship commitment of \$103,893.25.

At the July 19, 2019 FCWPC meeting, the item of Pride sponsorship was discussed. The FCWPC recommended that the item be referred to the following FCWPC meeting to take place on July 31st, 2019.

ANALYSIS:

At the July 19, 2019 FCWPC meeting, the item of Pride sponsorship (sponsorship request attached) was

discussed. The FCWPC recommended that the item be referred to the following FCWPC meeting to take place on July 31st, 2019.

The following items were verbally discussed and recommended:

- \$73,000 Cash Sponsorship (identical to 2019 funding)
- \$25,000 Sponsorship for Ferris Wheel (identical to 2019 funding).
- \$90,000 Sponsorship for Sunday Entertainment (new 2020 funding)

Total - \$188,000 Total Sponsorship Package.

Pride also receives fee waivers in the following amount \$30,893.25 broken out as follows:

Application Fee - \$250.00

Permit Fees - \$500.00

Vehicle Beach Access - \$5,250.00

Square Footage Fees - \$10,911.00

Police Administrative Fees - \$5,405.00

Lummus Park User Fees - \$8,577.25

Total - \$30,893.25

The total sponsorship package including cash sponsorships and fee waivers for Pride 2020 would total **\$218,893.25**.

CONCLUSION:

Pride 2020 is requesting a sponsorship package in the amount of:

Cash Sponsorship - \$188,000.00 (\$73,000.00, \$25,000.00, \$90,000.00) <u>Fee Waivers - \$30,893.25</u>

Total - \$218,893.25

The administration recommends this funding, provided the City of Miami Beach Tourism and Culture department has full line of sight to Pride Sunday night programming, including contract details and insurance clauses. Pride must also provide Tourism and Culture with clear hotel room bookings, including but not limited to booking codes and other forms of hotel room tracking, and a marketing plan that has national / international reach in an attempt to bring more tourists into Miami Beach during this time for the Pride festival.

ATTACHMENTS:

Description Type

City of Miami Beach Pride Sponsorship

Other



Platinum Sponsorship Request for City of Miami Beach

6/07/2019

Overview

On behalf of the board of directors and staff of Miami Beach Pride, we are pleased to submit the following sponsorship request to the City of Miami Beach Finance Committee and the City Commission and Mayor for a **Platinum Sponsorship** for our 2020 Festival, scheduled to be hosted on March 30th-April 5th, 2020. As our Festival continues to grow, and our presence on the global pride stage increases, so do the expenses related to providing additional engaging activations at our free festival. For this reason, we are asking for the City's support to ensure the continued success of Miami Beach Pride.

This coming year, we are considering new and exciting ways of engaging guests. After our 2020 Planning Meeting, hosted on Friday, May 31st and Saturday, June 1st, our board of directors and staff developed three concepts to attract more visitors to the City of Miami Beach, increase the number of hotel room nights booked, and to increase media impressions. First, Miami Beach Pride 2020 will be a three-day Festival which will open the North end of our grounds on Friday April 3rd. Second, we will increase the quality of our entertainment to engage new visitors and media. Third, we will activate a professional Volleyball tournament drawing teams and players from around the Country, which will also increase our footprint and draw guests to new parts of the city.

However, with the addition of a three-day festival, quality entertainment, and new activations, Miami Beach Pride will certainly require the support of the City now more than ever to help cover the increased expenses associated with these exciting ideas. The Festival will also require permission to load in 2 days earlier to accommodate a Friday opening.

The City's support to date has allowed us to create a week-long festival that attracts affluent, diverse and a well-behaved audience in a safe and inclusive environment. The success of our Festival has created a large amount of positive exposure for the City of Miami Beach between Spring Break and Memorial Day weekend. Additionally, our Festival continues to provide free public benefits. Below are some key performance indicators of our 2019 Pride.

Key Performance Indicators from 2019:

- An estimated 170,000+ individuals attended Miami Beach Pride
- Pride had more than 400 million media impressions
- We tracked 2007 hotel room nights
- 727 Florida residents were tested for HIV and STIs
- 0 arrests and 0 incidents

Public Benefit

The goal of Miami Beach Pride is to provide a safe, fun and entertaining experience for all our festival attendees, international, domestic and regional, but also for our local community. Below are some of the benefits to our attendees including residents of the City of Miami Beach.

Miami Beach Pride offers the following public benefits:

- The event is open to the public, and admission is free and the festival will now be 3 days
- Free HIV and STI screenings conducted by our community partners
- Free Kids Play Zone for kids aged 2-13
- Free Youth Safe Zones dedicated to young LGBTQ individuals and their allies, between the ages of 14-24, with food, water and entertainment
- Free LAMBDA Living Senior Lounge (a safe rest stop for senior attendees) with food and water
- Free Dog Park and adoption services with free toys and treats
- Free access to a Ferris Wheel and giant Fun Slide
- Free volleyball tournament for residents and visitors

Requested Cash Sponsorship

The following cash sponsorship is needed to continue to grow our Pride Festival into 3 days, market the City of Miami Beach as a Pride destination on a global and domestic scale, and to support the goal of increased room nights and media impressions. Our infrastructure and operational costs continue to grow, and we need assistance in areas of activations and entertainment to appeal to visitors and the media.

City Services	
Miami Beach Police	\$33,100
Miami Beach Fire Department	\$15,122
Miami Beach Parking Department	\$6,500

\$54,722

Kids Play Zone	
2 Bouncy houses and children's activities	\$4,600

\$4,600

Ferris Wheel and Fun Slide	
54-foot Ferris Wheel	\$22,950
Fun Slide	\$5,850
Security	\$1,150
Power	\$1,424

\$31,374

Free Volleyball Tournament	
Tournament Managers	\$4,500
Bleachers	\$4,250
Entertainment and Sound Equipment	\$2,125
Décor	\$2,500
Toilets for Players	\$440
Generator for Entertainment	\$750
ADA Pathway	\$625

\$15,190

Entertainment	
Funding Support for Friday Headliner	\$20,000
Funding Support for Saturday Headliner	\$60,000
Funding Support for Sunday Headliner	\$90,000

\$170,000

Fireworks	
Firework show on April 5th	\$7,500

\$7,500

Requested Fee Waivers

Below are the fee waivers we are requesting. These fee waivers are for use of Lummus Park, but we are also considering an expansion east of the dunes.

Requested Waived Items for Pride 2020

- Permit Application Fee
- Permit Fee
- Vehicle Access Passes
- Square Footage Fees
- Lummus Park User Fees
- Police Department Admin Fees
- 8th Street Volleyball Court Usage on April 4th 2020

Estimated Total Amount of Waived Fee Items (2020 Festival Map not Finalized)

Permit Application Fee	\$250.00
Permit Fee	\$500.00
Vehicle Access Passes	\$5,250.00
Square Footage Fee	\$10,911.00
Lummus Park User Fees	\$8,577.25
Police Department Admin Fees	\$5,405.00
8 th Street Volleyball Court Usage for 4-4-2020	TBD

\$30,893.25

Special Requests

- We are requesting an exemption of Resolution 2018-4221 amending Chapter 12 of the Code of the City of Miami Beach Section 12.9(2) changing 15% of any city cash sponsorship contribution paid in advance to 50%. All of the activation and entertainment expenses part of the sponsorship request are paid as deposits before the event and day of the event for our entertainment and activations. We know that higher quality entertainment and additional activations will bring larger crowds and create additional media impressions. We also are expanding our festival to 3 days beginning on Friday which is adding additional expenses to our budget as well, affecting our cash flow, but will bring in more hotel room nights, encouraging guests to arrive earlier. We believe this to be a fair request given our longstanding history of providing a reliable and successful festival and in consideration of the monies we pay in advance and the important part we play in programming for April in the City of Miami Beach.
- We are requesting an economic impact study to be performed during Miami Beach Pride 2020

Sponsorship Benefit Package

Main Stage:

- Permanent logo placement
- Rotating logo on LED screen

- Opportunity for city representative to participate in opening ceremonies (non-campaigning) on Sunday, April 5
- Opportunity to display city imagery and branding on LED screen

Marketing:

- Additional recognition as Fireworks sponsor with the opportunity for:
- City of Miami Beach representative to perform the countdown from the main stage on Sunday, April 5
- Main-Stage DJ platform logo placement
 - Main-Stage pre-approved crowd giveaways
- Audio recognition/logo in 2020 Media PSAs* which are expected to include: NBC6, Telemundo 51, Comcast, Atlantic Broadband. Atlantic Broadband aired 3,350 cumulative PSAs in 2018 reaching a potential of 525,313 viewers. NBC6 aired 200+ prime-time PSAs from mid-March through Pride for a total of over 1,235,000 total impressions**
- Name recognition/logo on promotional materials including advertisements, printed materials, website, Facebook, Twitter and Instagram
- 1 permanent website banner ad: for 2019 Pride, we had 114,319 unique visitors, 153,011 sessions and 267,422-page views
- Permanent logo on homepage of miamibeachpride.com and on sponsors page
- Opportunity to speak at city hall flag raising ceremony on Monday, March 30
- Opportunity to speak at post-pride appreciation event
- Opportunity for city representative to speak and introduce Pulse survivor at Pride Lights the Night ceremony "Flip the Switch" on Monday, March 30
- Formal recognition at VIP Gala including a 2-minute opportunity to speak to attendees
- Opportunity to participate in NBC6 Pride "6 in the Mix" segment*
- Opportunity for city representative to participate in pre-parade International Media Reception (non-campaigning) on Sunday, April 5
- Opportunity to supply pre-approved gift bag item for the 600 VIP gift bags
- Opportunity to supply 2 city-branded 10' X 10' tents for Parade grandstand on Sunday, April
- Recognition on 2020 press releases
- Logo on 200+ Official Pride volunteer t-shirts
- 1 dedicated, non-sales specific press release: 400 reporters from local, regional, national and international media outlets
- 4 dedicated, non-sales specific email blasts to our 5,000+ subscribers (individuals and corporations)
- 4 dedicated, non-sales specific Facebook posts to our 44,592 followers
- 4 dedicated, non-sales specific Instagram posts to our 6,627 followers
- 4 dedicated, non-sales specific Tweets on Twitter to our pride followers
- 1 full-page, full-color preferred ad placement in digital and print Pride Guide. 10,000 guides will be distributed in South Florida approximately 3 weeks before Pride
- Name recognition/logo on step & repeat banners

Parade:

- 2 preferred placement parade entry: You will select your parade placement locations for maximum exposure
- Formal grandstand recognition: special recognition by our Emcee who will personally market your participation from the grandstand stage when your parade entry passes by
- 40 exclusive (invitation only) event tickets for the Grand Marshal(s), international media and large donors VIP Pre-Parade Reception and an opportunity to welcome and address the guests in attendance

Festival:

- Signage/marketing opportunities: you will be able to place up to 12 flutter flag banners throughout the festival grounds
- Two 10' X 10' tented areas plus two 6' tables and 4 chairs

VIP Passes:

- 40 Presenting Sponsor passes which include:
 - Invitations to VIP Gala and possible meet & greet with Grand Marshal(s) at the VIP Gala on Friday, April 5
 - o Access to VIP lounges on Saturday, April 4 and Sunday, April 5
 - Sunday reserved grandstand seating: located directly across from grandstand stage, you will be able to enjoy the 90+ parade participants as they pass by
 - Invitations to our January Soiree kick-off event
 - o Additionally:
 - 16 invitations to the Miami Dade Gay & Lesbian Pride Spotlight Mixer on Tuesday, April 2

Thank you

The Miami Beach Pride Board of Directors thanks you for the City's support of Miami Beach Pride over the years and for the consideration of the Platinum Sponsorship for 2020.

^{*}Pending approval from station's producers

^{**}Media sponsorship forthcoming

MIAMIBEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: July 31, 2019

SUBJECT: DISCUSSION REGARDING THE RENEWAL OF THE AGREEMENT WITH THE FRANCHISE HAULERS

HISTORY:

The City of Miami Beach has a contract with Progressive Waste Solutions of FL., Inc. and Waste Management Inc. of Florida for waste collection services.

The existing service contracts with the franchise haulers expire on September 30, 2019 "with a possible renewal term of up to three (3) years, at the City Commission's sole discretion."

ANALYSIS:

The Non-exclusive Franchise Agreements have been subject to a historical debate as to how many franchise haulers the City should have. The prior service agreement commenced on October 1, 2008. In 2011, an RFQ was issued after one of the existing four vendors was bought by another reducing the number to three.

In May of 2012, Resolution 2012-27904 accepted exercising the renewal of the existing contract with the remaining three haulers after contract terms increased collecting an additional \$390,000 per year plus \$25,000 dedicated to environmental programs.

In November of that year, another of the vendors was acquired leaving only two haulers. A new RFQ was issued in 2013. After negotiations with the top three ranking contractors, an agreement was entered into in January 2015, which defined the initial term of the contract commencing retroactively to October 1, 2014 and terminating on September 20, 2019, with an optional renewal of up to three (3) years.

The purpose of the franchise agreements is to ensure that high quality service is provided for both waste and recycling. There is a franchise fee consisting of eighteen percent (18%) of the contractor's gross revenues as stipulated in Section 5, Franchise Consideration of the Non-exclusive Franchise Agreement.

Attached is both the executed Non-exclusive Franchise Agreement executed by the contractors separately as well as the collectively executed additional services agreement wherein Exhibit A identifies public services to be provided by the contractors including monetary requirements for specific purposes.

These agreements allow the franchise contractors to enter into separate agreements with commercial and residential entities within the City of Miami Beach. Thus, all costs and services provided to the City are passed through to the end users.

The Administration believes that the current providers are performing at an acceptable level. The current contractors have expressed their desire to renew the existing Non-exclusive Franchise Agreements and have demonstrated a willingness to enhance the public services currently provided. This referral was placed to request authorization of the Commission to negotiate an extension to the existing contract.

CONCLUSION:

The following is presented to the members of the Finance and Citywide Projects Committee for discussion and further direction.

ATTACHMENTS:

	Description	Type
D	Waste_Management_Inc.	Other
D	Progressive_Waste_Solutions	Other
D	SVC_AGREE_2015_2015-02-09_16-13-07	Other

NON-EXCLUSIVE FRANCHISE WASTE CONTRACTOR AGREEMENT BETWEEN CITY OF MIAMI BEACH, FLORIDA (CITY)

AND

WASTE MANGEMENT INC. OF FLORIDA (FRANCHISEE)

FOR

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL FOR
MULTIFAMILY RESIDENCES WITH NINE (9) OR MORE UNITS; COMMERCIAL
SOLID WASTE COLLECTION AND DISPOSAL; AS WELL AS FOR RECYCLING
SERVICES FOR MULTI-FAMILY RESIDENCES WITH TWO (2) OR MORE UNITS;
AND FOR

COMMERCIAL PROPERTIES IN THE CITY OF MIAMI BEACH, FLORIDA.

RECITALS

The City of Miami Beach, Florida, does hereby find, determine and declare as follows:

- (a) That it is in the public interest to ensure that all areas within the City limits are adequately provided with high-quality solid waste collection and disposal service; and
- (b) That it is in the public interest to retain regulatory authority over solid waste collection and disposal, to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provision of this service; and
- (c) That it is in the public interest to retain control over the use of public right-of-way by solid waste collectors to ensure against interference with the public convenience, to promote aesthetic considerations, and to protect the public investment in right-of-way property; and
- (d) That it is in the public interest to attract high-quality solid waste collectors; and
- (e) That it is in the public interest to ensure that high-quality solid waste collection and disposal service is maintained through a responsive complaint handling procedure; and
- (f) That it is also in the public interest for solid waste collectors to offer and directly provide recycling services to their clients (Recycling Services); and

- (g) That the granting of a non-exclusive franchise is the best means of assuring that the above-described interests of the City of Miami Beach are promoted; and
- (h) That, at the October 16, 2013 City Commission Meeting, the Mayor and City Commission authorized the City Administration to issue Request for Qualifications No. 2013-178SR for franchise waste contractors to provide municipal solid waste (MSW) collections and disposal services, including additional solid waste/recycling services at city-owned properties (the RFO); and
- (i) That at the July 23, 2014 City Commission Meeting, the Mayor and City Commission adopted Resolution No. 2014-28681, accepting the recommendation of the City Manager pertaining to the ranking of proposals pursuant to the RFQ, and authorizing the Administration to enter into negotiations for new franchise agreements with the top three (3) ranked proposers, Waste Management Inc. of Florida, Progressive Waste Solutions of FL, Inc., and Southern Waste Systems, LLC (collectively, the Franchisees); and
- (j) That, in addition to authorizing the Administration to negotiate and, if successful, execute new Franchise Agreements with the Franchisees, as a condition of the award of such agreements, the Mayor and City Commission also authorized the Administration to negotiate and, if successful, execute a new Service Agreement with the Franchisees for MSW and Recycling Services, including other related public benefits to the City which, at a minimum, should contain the same (or more favorable) business terms than the existing services agreement; and
- (k) That the new Franchise Agreements and the new Service Agreement shall each have an initial term of five years, commencing on October 1, 2014, and ending on September 30, 2019, along with a possible renewal term of up to three (3) years, at the City Commission's sole discretion; and
- (j) That Waste Management Inc. of Florida, a Florida corporation (Franchisee) has indicated to the City that it is ready, willing, and able to provide the aforestated services within the City of Miami Beach, in accordance with the provisions contained within the following franchise agreement (hereinafter, the Franchise Agreement or Agreement), Chapter 90 of the City Code, and under the (additional) service agreement (hereinafter, the Service Agreement) executed simultaneously herewith.

NOW THEREFORE, City and Franchisec, in consideration of the mutual covenants herein contained, agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following words shall have the following meanings:

"Chapter 90 of the City Code" shall mean Chapter 90 of the Miami Beach City Code (the City Code), as may be amended from time to time.

"City" shall mean the City of Miami Beach, Florida.

"City Commission" shall mean the elected officials of the City of Miami Beach, Florida.

"City Manager" shall mean the chief operating officer of the City or his authorized designee.

"Franchisee" shall mean Waste Management Inc. of Florida, a Florida corporation, which is hereby granted this franchise and has hereby agreed to undertake and perform each and every obligation as set forth in this Agreement.

"Gross Receipts" as referred to herein shall mean the entire amount of the fees collected by the contractor (whether wholly or partially collected) for solid waste collection and disposal within the City, but excluding any sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind, collected by the Franchisee from the account holder and required by law to be remitted to the taxing or other governmental authority, and further excluding fees from servicing rolloff and portable containers.

"Service Agreement" shall mean the certain agreement between the City and Franchisee for the provision of additional solid waste collection and disposal and recycling services at certain City owned facilities and properties. The Service Agreement is intended to have a term that will run concurrently with the term of the franchise and this Agreement. Execution of the Service Agreement by City and Franchisee is a condition of the Franchise Agreement.

Any other words or terms used herein which are not defined in this Section shall have their normal dictionary meaning and customary usage unless such terms are defined in Chapter 90 of the City Code, in which case they shall have the meaning set forth therein.

SECTION 2. GRANT OF FRANCHISE

Pursuant to Chapter 90 of the City Code, which authorizes the granting of franchises for the purposes set forth herein, Franchisee is hereby granted a franchise, including every right and privilege appertaining thereto (except as otherwise limited by Chapter 90 of the City Code, and/or by present or future Federal, State and County ordinances and laws), to operate and maintain a solid waste collection and disposal service, and also to provide such recycling services as contemplated in Section 90-231 of the City Code, in, upon, over, and across the present and future streets, alleys, bridges, easements and other public rights-of-way, property(ies), and/or facility(ies) within the limits of the City of Miami Beach, Florida, for the purpose of collecting and disposing of solid waste, and for the purpose of providing recycling services as contemplated in Section 90-231 of the City Code, generated by the citizens, residents, inhabitants, business enterprises, and other entities therein. Except for Recyclable Material otherwise provided for pursuant to Chapter 90 of the City Code, and/or by present or future Federal, State or County ordinances and laws, Franchisee is hereby granted title to all of such solid waste generated within said boundaries, insofar as the City can establish its legal right to make such grant of title.

SECTION 3. GEOGRAPHICAL LIMITS OF THE FRANCHISE

The area covered by this franchise is the area within the city limits of the City of Miami Beach, Florida, as they are now located and any areas which may at some future time be incorporated into the City. Franchisee agrees that the limits of the franchise are subject to

expansion or reduction by annexation and contraction of municipal boundaries and that Franchisce has no vested right in a specific area.

SECTION 4. TERM

As to Franchisec, the initial term of this franchise shall be deemed to have commenced on October 1, 2014, which shall be the effective date of this Agreement (and may also be referred to as the Commencement Date). The initial term of the franchise shall be five (5) years, commencing on the Commencement Date, and shall terminate on September 30, 2019, unless sooner terminated by revocation of the franchise, as provided in Chapter 90 of the City Code (Initial Term). Prior to the expiration of the Initial Term of the franchise, the City Commission may choose, in its sole discretion, to renew the franchise for a renewal term of up to an additional three (3) years (Renewal Term).

SECTION 5. FRANCHISE CONSIDERATION

For a period of one year after the Commencement Date of this franchise, the Franchisee shall pay to the City a franchise fee consisting of eighteen percent (18%) of said Franchisee's total monthly Gross Receipts. Thereafter, the City Commission shall have the option of raising the franchise fee, as provided in Section 90-221 of the City Code.

Gross Receipts from servicing rolloff containers are not included under the franchise fee due to the City, and shall be subject to separate fees, as set forth in Section 90-278 of the City Code.

Payment of the franchise fee shall be made monthly in accordance with Section 90-223 of the City Code.

In addition to monthly payment of the franchise fee, and in accordance with Franchisee's proposal in response to the RFQ, the Franchisee shall (during the term herein)

also pay an annual amount equal to two percent (2%) of its total annual Gross Receipts, to be applied by the City toward the establishment, implementation, and operation of a public right-of-way cleaning program, which shall be operated through the City's Sanitation Division. The means, method, and operation of this program shall be determined and implemented in the City's sole and reasonable discretion. The franchisee shall, on or before thirty (30) days following the close of its fiscal year, and in any event no later than February 15th of each year during the term of the franchise, deliver to the City's Chief Financial Officer a statement of its annual Gross Receipts, certified by an independent certified public accountant, reflecting Gross Receipts generated within the City for the preceding fiscal year. Payment of the two percent (2%) amount shall be made annually to the City's Chief Financial Officer, concurrent with the delivery of Franchisee's certified statement of annual Gross Receipts (as provided above).

SECTION 6. ASSIGNMENT

The rights herein granted to the Franchisee, and any licenses granted to the Franchisee by the City, shall not be assigned by the Franchisee except with the express prior approval of the City Commission, and as provided in Section 90-192(h) of the City Code.

In the event of such assignment, Franchisee shall cause its assignee to execute an agreement of acceptance, subject to the approval of the City Manager, evidencing that such assignee accepts the assignment subject to any and all terms, conditions, and limitations imposed hereby, and which acceptance shall include an affirmative statement evidencing such assignee's intent to fulfill the obligations imposed upon Franchisee herein. Notwithstanding the City's approval of the assignment and assignee's acceptance, Franchisee shall guarantee the performance of its assignee and such assignment shall always be with full recourse to Franchisee.

SECTION 7. BANKRUPTCY OR INSOLVENCY

If the Franchisee becomes insolvent, this franchise shall terminate. If the Franchisee files a petition of voluntary bankruptcy, or in the event of involuntary bankruptcy, this franchise shall terminate no later than the date of filing of the bankruptcy petition.

SECTION 8. INDEMNIFICATION AND INSURANCE

Franchisee hereby agrees to indemnify, hold harmless, and defend the City, its officers, employees, agents, and contractors against, and assumes all liability for, any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action, of any kind, arising from Franchisee's, and/or its officers', employees', agents', and contractors' activities and/or the use of the public streets and/or other City property or rights-of-way, for the purposes authorized in this franchise and in Chapter 90 of the City Code, and resulting or accruing from any negligence, act, omission, or error of the Franchisee, and/or its officers, agents, employees, and contractors, and/or arising from the failure of Franchisee to comply with each and every covenant of this franchise, or with Chapter 90 of the City Code, or with any other Federal, State, County and/or City ordinance, law, or regulation applicable to Franchisee's activities, resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, property, firm, corporation (or other business entity). Franchisee hereby agrees to hold City, its officers, employees, agents and contractors, harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities incurred in and resulting from any such claim, investigation, or defense thereof, which may be entered, incurred, or assessed as a result of the foregoing. Franchisee shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the City, its officers, employees, agents or contractors, as a result of any claim, suit, or cause of action

accruing from activities authorized by this franchise, for injuries to body, limb, or property as set forth above.

Franchisee agrees to maintain in full force and effect throughout the entire Term of the franchise, the insurance coverages set forth in Section 90-196 of the City Code. Franchisee further agrees that the City Manager may increase the kinds and amounts of insurance coverage required if, in his sole reasonable judgment and discretion, he deems such increase necessary to protect the City.

Operation of activities by the Franchisee without the required insurance shall be grounds for revocation of the franchise.

SECTION 9. COMPLIANCE WITH ORDINANCES, RULES, LAWS

Franchisee shall be solely responsible for keeping and maintaining itself fully informed with all Federal, State, County, and City ordinances (including, without limitation, Chapter 90 of the City Code), laws, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any manner affect its activities and this franchise, or which in any way affect the conduct of its work (collectively, the aforestated are referred to as the Applicable Laws). Franchisee shall at all times observe and comply with all Applicable Laws. Additionally, Franchisee shall be solely responsible for obtaining and maintaining current and in good standing any licenses and permits required under Applicable Laws to conduct its business(es) and activities under the franchise.

SECTION 10. REVOCATION OF FRANCHISE

Failure on the part of Franchisee to comply in any material way with the provisions of this Franchise Agreement, Chapter 90 of the City Code, or other Applicable Laws, shall be grounds for revocation or termination of the franchise, which termination shall be in accordance with Section 90-234 of the City Code, and shall be effective upon written notice to Franchisee.

SECTION 11. REPORTING; ACCOUNTING; AUDIT

Franchisee shall keep an accurate set of books and records in accordance with general accounting principles, reflecting the Gross Receipts derived under and pursuant to the franchise rights granted herein. The City shall have the right to audit Franchisee's books and records, as provided in Section 90-224 of the City Code.

SECTION 12. COLLECTION EQUIPMENT

Franchisee shall have on hand, at all times during the Term of the franchise, sufficient personnel and equipment to permit Franchisee to fully, adequately and efficiently perform its duties hereunder. Collection equipment shall be kept clean, sanitary, neat in appearance, and in good repair and working order at all times. Franchisee shall at all times have available to it reserve equipment, which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment normally used by Franchisee to perform its duties hereunder.

SECTION 13. DISPOSAL

All solid waste shall be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The City reserves the right to approve or disapprove sites, taking into account all governmental regulations, routes within the franchise area, and the rules and regulations of the governmental body having jurisdiction over said sites or facilities.

SECTION 14. COLLECTION SERVICES AND OPERATIONS

Franchisee's procedures for collection of solid waste shall be in keeping with all provisions of Chapter 90 of the City Code and other Applicable Laws.

SECTION 15. STORMS AND OTHER EMERGENCIES

In case of an unusually severe storm, and/or other extreme acts of weather (i.e. including, without limitation, tropical storms, tropical depressions, hurricanes, floods, tornadoes, etc.), or disruption caused by other emergencies not caused by Franchisee, the City Manager may grant Franchisee reasonable variance from its regular schedules. As soon as practicable after such storm, act of weather, or other emergency, Franchisee shall inform the City of the estimated time required before regular schedules and routes can be resumed and, upon request of the City Manager and in such form as determined by the City Manager, Franchisee shall provide notice of same to its commercial and residential (multi-family) clients in the franchise area. In event of a storm, act of weather, or other emergency requiring mass clean-up operations, Franchisee shall, upon direction of the City Manager, participate in said clean-up, to the extent directed by the City Manager. Franchisee shall be compensated by the City, in the amount of actual costs, plus twelve percent (12%) of said costs, and shall be excused from conducting regular services, as and to the extent approved by the City Manager. Any expense incurred or revenue received under this Section 15 shall not be included or considered in base rate calculations.

SECTION 16. NON-WAIVER

The failure by the City at any time to require performance by the Franchisee of any provision hereof, or of Chapter 90 of the City Code, or of any other Applicable Laws, shall not

in any respect limit, prejudice, diminish, or constitute a waiver of any rights of the City thereafter to enforce same, nor shall waiver by the City of any breach of any provision of the Franchise Agreement, or of Chapter 90, or of any other Applicable Laws, be taken or held to be a waiver of the City's rights to enforce or take action against any such succeeding breach (of such provision), or as waiver of any provision itself.

SECTION 17. CONTINUED OPERATIONS DURING DISPUTES

In the event that a dispute arises between the City and Franchisee (or any other interested party) in any way relating to this franchise (including performance or compensation hereunder), the Franchisee shall continue to perform hereunder and to render service in full compliance with all terms and conditions of the Franchise Agreement, regardless of the nature of the dispute.

Franchisee expressly recognizes the paramount right and duty of the City to provide adequate waste collection and disposal services as a necessary governmental function, and further agrees, as consideration for the City's approval and execution of this Franchise Agreement that, in the event of a dispute, said Franchisee shall not cease performance or stop service during the pendency of any such dispute.

SECTION 18. HANDLING OF COMPLAINTS

Franchisee shall be bound by Chapter 90 of the City Code with regard to handling of complaints from its patrons.

SECTION 19. NONDISCRIMINATION

Franchisee and the City agree that Contractors' compliance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to

time, shall be a material term of this Agreement. Franchisee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, or disability. Said nondiscrimination policy shall apply to employment practices of the Franchisee and the provision of services. The Franchisee agrees that, upon written request from the City Manager, it will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records, to the City for the purposes of investigation to ascertain compliance with the nondiscrimination provisions of this Section; provided, however, that Franchisee shall not be required to produce for inspection any records covering any period of time more than two (2) years prior to the effective date of this franchise. A finding by the City Manager that Franchisee has engaged in an unlawful discriminatory practice, according to the regulations and procedures set forth in Chapter 62 of the City Code, shall constitute a breach of this Agreement.

SECTION 20. RECYCLING SERVICES REQUIREMENTS

- 20.1 In accordance with the provisions of Sections 90-231, 90-340, and 90-341 of the City Code, during the Term of this franchise, Franchisee shall comply with the following recycling requirements:
 - (a) As a condition of the franchise, each Franchisee shall be required to offer directly, or through a subcontractor, who shall be licensed by the City and state, recycling for any and all accounts serviced by the Franchisee (including, without limitation, any and all residential and commercial accounts).
 - (b) All of Franchisee's contracts (within the jurisdictional limits of the City of Miami Beach) for waste collection and disposal services (accounts) for multifamily residences and commercial accounts shall also include a proposal to provide recycling services. Such recycling proposal shall, to the maximum extent that is commercially feasible, maximize recycling activity in the City, and provide for sufficient

- flexibility in recyclable materials, container size, and location, as is both necessary and consistent for the particular account.
- (c) Whether directly provided, or subcontracted with a qualified recycling contractor, each recycling proposal shall require Franchisee to disclose to the contract holder the savings offset that is anticipated as a result of the recycling and the consequent reduction of solid waste disposed; provided, however, that the recycling proposal (and the required savings offset) shall remain within the purview of the Franchisee and the multifamily or commercial account holder to negotiate.
- (d) Pursuant to Section 90-231(b) of the City Code, with respect to multifamily residences only, each of Franchisee's contracts must disclose to an account holder that in the event that the recycling bid and/or price quote (hereinafter, the offer) provided by the contractor to an account holder who is an owner, occupant, or operator or manager of an apartment building or the multifamily residence, is deemed unfair by said owner, occupant, or operator or manager, then the aggrieved party may file a protest with the City Manager, in writing, within 30 days of receipt of the offer by the aggrieved party; the protest must include a copy of the offer; and must clearly state the reasons and grounds upon which that the aggrieved party considers the offer to be unfair.
- (e) Franchisee must appropriately designate the recycling collection containers that it provides to customers. The containers must contain the appropriate signage and information, as shall be established and approved by the City. Additionally, Franchisee shall assist and provide written notice to the Director of Public Works in identifying multifamily accounts and commercial accounts which do not have a recycling program or, in the alternative, which have allowed a recycling program to lapse or expire.
- 20.2 PURSUANT TO SECTION 90-340 OF THE CITY CODE, AND EFFECTIVE NOVEMBER 1, 2014, FRANCHISEE SHALL OFFER THOSE RECYCLING SERVICES FOR ANY MULTI-FAMILY RESIDENCE WITH TWO (2) OR MORE DWELLING UNITS, AS A SINGLE-STREAM RECYCLING PROCESS OR AS A MODIFIED RECYCLING PROGRAM, AS MORE PARTICULARLY SET FORTH IN SECTION 90-344.

- (a) Pursuant to Section 90-340(b), the recycling services for multifamily residences shall consist of a single-stream recycling process. The single-stream recycling process shall separate, from all other solid waste, the five (5) following recyclable materials:
 - 1. 90-340(b)(1) *Newspaper*. Used or discarded newsprint, including any glossy inserts;
 - 2. 90-340(b)(2) Glass. Glass jars, bottles, and containers of clear, green or amber (brown) color of any size or shape used to store and/or package food and beverage products for human or animal consumption, and/or used to package other products, which must be empty and rinsed clean or residue. This term excludes ceramics, window or automobile glass, mirrors, and light bulbs;
 - 3. 90-340(b)(3) *Metal food and beverage containers*. All ferrous and nonferrous (i.e., including, but not limited to, steel, tin-plated steel, aluminum and bimetal) food and beverage containers (i.e., including, but not limited to, cans, plates, and trays) of any size or shape used to store and/or package food and beverage products suitable for human or animal consumption, which must be empty and rinsed clean or residue;
 - 4. 90-340(b)(4) Other metal containers. All other ferrous and nonferrous containers used to package household products including, but not limited to, paint cans and aerosol cans, which must be empty and rinsed clean or reside; and
 - 5. 90-340(b)(5) *Plastics*. All high density polyethylene (HDPE) and/or polyethylene terephthalate (PET) bottles, jugs, jars, cartons, tubs, and/or other containers, and lids, of any size or shape used to package food, beverages, and/or other household products, or crankcase oil, which must be empty and rinsed clean of residue. This term excludes all plastic film, plastic bags, vinyl, rigid plastic (i.e., toys), and plastic foam materials.
- 20.3 Franchisee shall offer recycling services for commercial establishments, as a single-stream recycling process, as more particularly set forth in Section 90-341 of the City Code, or as a modified recycling program, as more particularly set forth in Section 90-344 of the City Code.
 - (a) The single-stream recycling process shall separate, from all other solid waste, the following recyclable materials:

- 1. 90-341(b)(1) Newspaper, cardboard, magazines, and catalogues, telephone books and/or directories, and office paper; used or discarded newsprint, including any glossy inserts;
- 2. 90-341(b)(2) Glass. Glass jars, bottles, and containers of clear, green or amber (brown) color of any size or shape used to store and/or package food and beverage products for human or animal consumption, and/or used to package other products which must be empty and rinsed clean or residue. This term excludes ceramics, window or automobile glass, mirrors, and light bulbs;
- 3. 90-341(b)(3) Metal food and beverage containers. All ferrous and nonferrous (i.e., including, but not limited to, steel, tin-plated steel, aluminum and bimetal) food and beverage containers (i.e., including, but not limited to, cans, plates, and trays) of any size or shape used to store and/or package food and beverage products suitable for human or animal consumption, which must be empty and rinsed clean or residue;
- 4. 90-341(b)(4) Other metal containers. All other ferrous and nonferrous containers used to package household products including, but not limited to, paint cans and aerosol cans, which must be empty and rinsed clean or reside; including scrap metal, which shall mean used or discarded items suitable for recycling, consisting predominantly of ferrous metals, aluminum, brass, copper, lead, chromium, tin, nickel or alloys thereof including, but not limited to, bulk metals such as large metal fixtures and appliances (including white goods such as washing machines, refrigerators, etc.), but excluding metal containers utilized to store flammable or volatile chemicals, such as fuel tanks;
- 5. 90-341(b)(5) Plastics. All high density polyethylene (HDPE) and/or polyethylene terephthalate (PET) bottles, jugs, jars, cartons, tubs, and/or other containers, and lids, of any size or shape used to package food, beverages, and/or other household products, or crankcase oil, which must be empty and rinsed clean of residue. This term excludes all plastic film, plastic bags, vinyl, rigid plastic (i.e., toys), and plastic foam materials;
- 6. 90-341(b)(6) Textiles; and
- 7. 90-341(b)(7) Wood. Clean wood waste and/or pieces generated as by-products from manufacturing of wood products. It excludes clean yard waste and clean waste (i.e., natural vegetation and minerals such as stumps, brush, blackberry vines, tree branches,

and associated dirt, sand, tree bark, sand and rocks), treated lumber, wood pieces, or particles containing chemical preservatives, composition roofing, roofing paper, insulation, sheetrock, and glass.

SECTION 22. INVALIDITY - NO RIGHT OF ACTION

If this Franchise Agreement, or any provision thereof, is found to be invalid or unconstitutional by any court of competent jurisdiction, and/or if Franchisee is prevented from exercising its rights hereunder by present or future Federal, State, or County ordinances or laws and Franchisee's rights under this franchise are materially impaired thereby, Franchisee shall have no claim or cause of action against the City therefore.

SECTION 23. POWER TO REGULATE STREETS

Nothing in this Agreement shall be construed as surrender by City of its right or power to pass ordinances regulating the use of its streets, and/or other public rights-of-way, and/or public properties or facilities.

SECTION 24. ACCEPTANCE OF FRANCHISE

This Franchise Agreement shall be filed with the Miami Beach City Clerk within twenty (20) days after the date of approval of the franchise by the Mayor and City Commission and execution by the parties hereto. Filing of a fully executed Franchise Agreement with the City Clerk shall be deemed proof of Franchisee's acceptance of the franchise.

SECTION 25. GOVERNING LAW AND EXCLUSIVE VENUE

This Franchisee Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be

Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of

Florida, if in Federal court.

BY ENTERING INTO THIS AGREEMENT, CITY AND FRANCHISEE 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 26. NOTICE

All notices and communications in writing required or permitted hereunder may be

delivered personally to the representatives of the Franchisee and the City listed below or may

be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of

the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be

addressed as follows:

TO FRANCHISEE:

Waste Management Inc. of Florida

2125 Northwest 10th Court

Miami, Florida 33127

Attention: Jason Neal

Government Affairs Director

TO CITY:

City of Miami Beach

Attn: Jimmy L. Morales, City Manager

1700 Convention Center Drive Miami Beach, Florida 33139

(305) 673-7010

WITH COPIES TO:

City of Miami Beach

Attn: Eric Carpenter, Public Works Director

1700 Convention Center Drive Miami Beach, Florida 33139

(305) 673-7080

and

17

City of Miami Beach Attn: Alberto Zamora, Public Works Sanitation Director 1700 Convention Center Drive Miami Beach, Florida 33139 (305) 673-7616

Notices hereunder shall be effective as follows:

Notices are deemed delivered or given and become effective upon mailing if mailed to an address in the city of dispatch, and upon actual receipt if otherwise delivered.

SECTION 27. FLORIDA PUBLIC RECORDS LAW.

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

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

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

Franchisee's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Franchisee does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

FOR	1	1 .
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ATTEST:

By:

Parael F. Granado //26/17

City Clerk

FOR FRANCHISEE:

ATTEST:

By:

Ronald Kaptanz

Assistant Segretary

CITY OF MIAMI BEACH, FLORIDA

Philip Levine Mayor

WASTE MANGEMENT INC. OF FLORIDA, a Florida corporation

Cimothy Mawkin

President

APPROVED AS TO FORM & LANGUAGE

Max Car,

12/19/14

NK

NON-EXCLUSIVE FRANCHISE WASTE CONTRACTOR AGREEMENT BETWEEN CITY OF MIAMI BEACH, FLORIDA (CITY)

AND

PROGRESSIVE WASTE SOLUTIONS OF FL, INC. (FRANCHISEE) FOR

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL FOR
MULTIFAMILY RESIDENCES WITH NINE (9) OR MORE UNITS; COMMERCIAL
SOLID WASTE COLLECTION AND DISPOSAL; AS WELL AS FOR RECYCLING
SERVICES FOR MULTI-FAMILY RESIDENCES WITH TWO (2) OR MORE UNITS;
AND FOR

COMMERCIAL PROPERTIES IN THE CITY OF MIAMI BEACH, FLORIDA.

RECITALS

The City of Miami Beach, Florida, does hereby find, determine and declare as follows:

- (a) That it is in the public interest to ensure that all areas within the City limits are adequately provided with high-quality solid waste collection and disposal service; and
- (b) That it is in the public interest to retain regulatory authority over solid waste collection and disposal, to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provision of this service; and
- (c) That it is in the public interest to retain control over the use of public rightof-way by solid waste collectors to ensure against interference with the public convenience, to promote aesthetic considerations, and to protect the public investment in right-of-way property; and
- (d) That it is in the public interest to attract high-quality solid waste collectors; and
- (e) That it is in the public interest to ensure that high-quality solid waste collection and disposal service is maintained through a responsive complaint handling procedure; and
- (f) That it is also in the public interest for solid waste collectors to offer and directly provide recycling services to their clients (Recycling Services); and

- (g) That the granting of a non-exclusive franchise is the best means of assuring that the above-described interests of the City of Miami Beach are promoted; and
- (h) That, at the October 16, 2013 City Commission Meeting, the Mayor and City Commission authorized the City Administration to issue Request for Qualifications No. 2013-178SR for franchise waste contractors to provide municipal solid waste (MSW) collections and disposal services, including additional solid waste/recycling services at city-owned properties (the RFQ); and
- (i) That at the July 23, 2014 City Commission Meeting, the Mayor and City Commission adopted Resolution No. 2014-28681, accepting the recommendation of the City Manager pertaining to the ranking of proposals pursuant to the RFQ, and authorizing the Administration to enter into negotiations for new franchise agreements with the top three (3) ranked proposers, Waste Management Inc. of Florida, Progressive Waste Solutions of FL, Inc., and Southern Waste Systems, LLC (collectively, the Franchisees); and
- (j) That, in addition to authorizing the Administration to negotiate and, if successful, execute new Franchise Agreements with the Franchisees, as a condition of the award of such agreements, the Mayor and City Commission also authorized the Administration to negotiate and, if successful, execute a new Service Agreement with the Franchisees for MSW and Recycling Services, including other related public benefits to the City which, at a minimum, should contain the same (or more favorable) business terms than the existing services agreement; and
- (k) That the new Franchise Agreements and the new Service Agreement shall each have an initial term of five years, commencing on October 1, 2014, and ending on September 30, 2019, along with a possible renewal term of up to three (3) years, at the City Commission's sole discretion; and
- (j) That Progressive Waste Solutions of FL, Inc., a Delaware corporation authorized to conduct business in the State of Florida (Franchisee), has indicated to the City that it is ready, willing, and able to provide the aforestated services within the City of Miami Beach, in accordance with the provisions contained within the following franchise agreement (hereinafter, the Franchise Agreement or Agreement), Chapter 90 of the City Code, and under the (additional) service agreement (hereinafter, the Service Agreement) executed simultaneously herewith.

NOW THEREFORE, City and Franchisee, in consideration of the mutual covenants herein contained, agree as follows:

SECTION I. DEFINITIONS

For the purposes of this Agreement, the following words shall have the following meanings:

"Chapter 90 of the City Code" shall mean Chapter 90 of the Miami Beach City Code (the City Code), as may be amended from time to time.

"City" shall mean the City of Miami Beach, Florida.

"City Commission" shall mean the elected officials of the City of Miami Beach, Florida.

"City Manager" shall mean the chief operating officer of the City or his authorized designee.

"Franchisee" shall mean Progressive Waste Solutions of FL, Inc., a Delaware corporation authorized to conduct business in the State of Florida, which is hereby granted this franchise and has hereby agreed to undertake and perform each and every obligation as set forth in this Agreement.

"Gross Receipts" as referred to herein shall mean the entire amount of the fees collected by the contractor (whether wholly or partially collected) for solid waste collection and disposal within the City, but excluding any sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind, collected by the Franchisee from the account holder and required by law to be remitted to the taxing or other governmental authority, and further excluding fees from servicing rolloff and portable containers.

"Service Agreement" shall mean the certain agreement between the City and Franchisee for the provision of additional solid waste collection and disposal and recycling services at certain City owned facilities and properties. The Service Agreement is intended to have a term that will run concurrently with the term of the franchise and this Agreement. Execution of the Service Agreement by City and Franchisee is a condition of the Franchise Agreement.

Any other words or terms used herein which are not defined in this Section shall have their normal dictionary meaning and customary usage unless such terms are defined in Chapter 90 of the City Code, in which case they shall have the meaning set forth therein.

SECTION 2. GRANT OF FRANCHISE

Pursuant to Chapter 90 of the City Code, which authorizes the granting of franchises for the purposes set forth herein, Franchisee is hereby granted a franchise, including every right and privilege appertaining thereto (except as otherwise limited by Chapter 90 of the City Code, and/or by present or future Federal, State and County ordinances and laws), to operate and maintain a solid waste collection and disposal service, and also to provide such recycling services as contemplated in Section 90-231 of the City Code, in, upon, over, and across the present and future streets, alleys, bridges, easements and other public rights-of-way, property(ies), and/or facility(ies) within the limits of the City of Miami Beach, Florida, for the purpose of collecting and disposing of solid waste, and for the purpose of providing recycling services as contemplated in Section 90-231 of the City Code, generated by the citizens, residents, inhabitants, business enterprises, and other entities therein. Except for Recyclable Material otherwise provided for pursuant to Chapter 90 of the City Code, and/or by present or future Federal, State or County ordinances and laws, Franchisee is hereby granted title to all of such solid waste generated within said boundaries, insofar as the City can establish its legal right to make such grant of title.

SECTION 3. GEOGRAPHICAL LIMITS OF THE FRANCHISE

The area covered by this franchise is the area within the city limits of the City of Miami Beach, Florida, as they are now located and any areas which may at some future time be incorporated into the City. Franchisee agrees that the limits of the franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Franchisee has no vested right in a specific area.

SECTION 4. TERM

As to Franchisee, the initial term of this franchise shall be deemed to have commenced on October 1, 2014, which shall be the effective date of this Agreement (and may also be referred to as the Commencement Date). The initial term of the franchise shall be five (5) years, commencing on the Commencement Date, and shall terminate on September 30, 2019, unless sooner terminated by revocation of the franchise, as provided in Chapter 90 of the City Code (Initial Term). Prior to the expiration of the Initial Term of the franchise, the City Commission may choose, in its sole discretion, to renew the franchise for a renewal term of up to an additional three (3) years (Renewal Term).

SECTION 5. FRANCHISE CONSIDERATION

For a period of one year after the Commencement Date of this franchise, the Franchisee shall pay to the City a franchise fee consisting of eighteen percent (18%) of said Franchisec's total monthly Gross Receipts. Thereafter, the City Commission shall have the option of raising the franchise fee, as provided in Section 90-221 of the City Code.

Gross Receipts from servicing rolloff containers are not included under the franchise fee due to the City, and shall be subject to separate fees, as set forth in Section 90-278 of the City Code.

Payment of the franchise fee shall be made monthly in accordance with Section 90-223 of the City Code.

In addition to monthly payment of the franchise fee, and in accordance with Franchisee's proposal in response to the RFQ, the Franchisee shall (during the term herein) also pay an annual amount equal to two percent (2%) of its total annual Gross Receipts, to be applied by the City toward the establishment, implementation, and operation of a public right-of-way cleaning program, which shall be operated through the City's Sanitation Division. The means, method, and operation of this program shall be determined and implemented in the City's sole and reasonable discretion. The franchisee shall, on or before thirty (30) days following the close of its fiscal year, and in any event no later than February 15th of each year during the term of the franchise, deliver to the City's Chief Financial Officer a statement of its annual Gross Receipts, certified by an independent certified public accountant, reflecting Gross Receipts generated within the City for the preceding fiscal year. Payment of the two percent (2%) amount shall be made annually to the City's Chief Financial Officer, concurrent with the delivery of Franchisee's certified statement of annual Gross Receipts (as provided above).

SECTION 6. ASSIGNMENT

The rights herein granted to the Franchisee, and any licenses granted to the Franchisee by the City, shall not be assigned by the Franchisee except with the express prior approval of the City Commission, and as provided in Section 90-192(h) of the City Code.

In the event of such assignment, Franchisee shall cause its assignee to execute an agreement of acceptance, subject to the approval of the City Manager, evidencing that such assignee accepts the assignment subject to any and all terms, conditions, and limitations imposed hereby, and which acceptance shall include an affirmative statement evidencing such assignce's intent to fulfill the obligations imposed upon Franchisee herein. Notwithstanding the City's approval of the assignment and assignee's acceptance, Franchisee shall guarantee the performance of its assignee and such assignment shall always be with full recourse to Franchisee.

SECTION 7. BANKRUPTCY OR INSOLVENCY

If the Franchisce becomes insolvent, this franchise shall terminate. If the Franchisce files a petition of voluntary bankruptcy, or in the event of involuntary bankruptcy, this franchise shall terminate no later than the date of filing of the bankruptcy petition.

SECTION 8. INDEMNIFICATION AND INSURANCE

Franchisec hereby agrees to indemnify, hold harmless, and defend the City, its officers, employees, agents, and contractors against, and assumes all liability for, any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action, of any kind, arising from Franchisec's, and/or its officers', employees', agents', and contractors' activities and/or the use of the public streets and/or other City property or rights-of-way, for the purposes authorized in this franchise and in Chapter 90 of the City Code, and resulting or accruing from any negligence, act, omission, or error of the Franchisee, and/or its officers, agents, employees, and contractors, and/or arising from the failure of Franchisec to comply with each and every covenant of this franchise, or with Chapter 90 of the City Code, or with any other Federal, State, County and/or City ordinance, law, or regulation applicable to Franchisec's activities,

resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, property, firm, corporation (or other business entity). Franchisec hereby agrees to hold City, its officers, employees, agents and contractors, harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities incurred in and resulting from any such claim, investigation, or defense thereof, which may be entered, incurred, or assessed as a result of the foregoing. Franchisee shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the City, its officers, employees, agents or contractors, as a result of any claim, suit, or cause of action accruing from activities authorized by this franchise, for injuries to body, limb, or property as set forth above.

Franchisce agrees to maintain in full force and effect throughout the entire Term of the franchise, the insurance coverages set forth in Section 90-196 of the City Code. Franchisee further agrees that the City Manager may increase the kinds and amounts of insurance coverage required if, in his sole reasonable judgment and discretion, he deems such increase necessary to protect the City.

Operation of activities by the Franchisee without the required insurance shall be grounds for revocation of the franchise.

SECTION 9. COMPLIANCE WITH ORDINANCES, RULES, LAWS

Franchisee shall be solely responsible for keeping and maintaining itself fully informed with all Federal, State, County, and City ordinances (including, without limitation, Chapter 90 of the City Code), laws, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any manner affect its activities and this franchise, or which in any way affect the conduct of its work (collectively, the aforestated are referred to as

the Applicable Laws). Franchisee shall at all times observe and comply with all Applicable Laws. Additionally, Franchisee shall be solely responsible for obtaining and maintaining current and in good standing any licenses and permits required under Applicable Laws to conduct its business(es) and activities under the franchise.

SECTION 10. REVOCATION OF FRANCHISE

Failure on the part of Franchisee to comply in any material way with the provisions of this Franchise Agreement, Chapter 90 of the City Code, or other Applicable Laws, shall be grounds for revocation or termination of the franchise, which termination shall be in accordance with Section 90-234 of the City Code, and shall be effective upon written notice to Franchisee.

SECTION 11. REPORTING; ACCOUNTING; AUDIT

Franchisee shall keep an accurate set of books and records in accordance with general accounting principles, reflecting the Gross Receipts derived under and pursuant to the franchise rights granted herein. The City shall have the right to audit Franchisee's books and records, as provided in Section 90-224 of the City Code.

SECTION 12. COLLECTION EQUIPMENT

Franchisee shall have on hand, at all times during the Term of the franchise, sufficient personnel and equipment to permit Franchisee to fully, adequately and efficiently perform its duties hereunder. Collection equipment shall be kept clean, sanitary, neat in appearance, and in good repair and working order at all times. Franchisee shall at all times have available to it reserve equipment, which can be put into service and operation within two (2) hours of any

breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment normally used by Franchisee to perform its duties hereunder.

SECTION 13. DISPOSAL

All solid waste shall be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The City reserves the right to approve or disapprove sites, taking into account all governmental regulations, routes within the franchise area, and the rules and regulations of the governmental body having jurisdiction over said sites or facilities.

SECTION 14. COLLECTION SERVICES AND OPERATIONS

Franchisee's procedures for collection of solid waste shall be in keeping with all provisions of Chapter 90 of the City Code and other Applicable Laws.

SECTION 15. STORMS AND OTHER EMERGENCIES

In case of an unusually severe storm, and/or other extreme acts of weather (i.e. including, without limitation, tropical storms, tropical depressions, hurricanes, floods, tornadoes, etc.), or disruption caused by other emergencies not caused by Franchisee, the City Manager may grant Franchisee reasonable variance from its regular schedules. As soon as practicable after such storm, act of weather, or other emergency, Franchisee shall inform the City of the estimated time required before regular schedules and routes can be resumed and, upon request of the City Manager and in such form as determined by the City Manager, Franchisee shall provide notice of same to its commercial and residential (multi-family) clients in the franchise area. In event of a storm, act of weather, or other emergency requiring mass clean-up operations, Franchisee shall, upon direction of the City Manager, participate in said clean-up, to the extent directed by the City Manager. Franchisee shall be compensated by the

City, in the amount of actual costs, plus twelve percent (12%) of said costs, and shall be excused from conducting regular services, as and to the extent approved by the City Manager. Any expense incurred or revenue received under this Section 15 shall not be included or considered in base rate calculations.

SECTION 16. NON-WAIVER

The failure by the City at any time to require performance by the Franchisee of any provision hereof, or of Chapter 90 of the City Code, or of any other Applicable Laws, shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of the City thereafter to enforce same, nor shall waiver by the City of any breach of any provision of the Franchise Agreement, or of Chapter 90, or of any other Applicable Laws, be taken or held to be a waiver of the City's rights to enforce or take action against any such succeeding breach (of such provision), or as waiver of any provision itself.

SECTION 17. CONTINUED OPERATIONS DURING DISPUTES

In the event that a dispute arises between the City and Franchisee (or any other interested party) in any way relating to this franchise (including performance or compensation hereunder), the Franchisee shall continue to perform hereunder and to render service in full compliance with all terms and conditions of the Franchise Agreement, regardless of the nature of the dispute.

Franchisee expressly recognizes the paramount right and duty of the City to provide adequate waste collection and disposal services as a necessary governmental function, and further agrees, as consideration for the City's approval and execution of this Franchise Agreement that, in the event of a dispute, said Franchisee shall not cease performance or stop service during the pendency of any such dispute.

SECTION 18. HANDLING OF COMPLAINTS

Franchisee shall be bound by Chapter 90 of the City Code with regard to handling of complaints from its patrons.

SECTION 19. NONDISCRIMINATION

Franchisee and the City agree that Contractors' compliance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, shall be a material term of this Agreement. Franchisee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, or disability. Said nondiscrimination policy shall apply to employment practices of the Franchisee and the provision of services. The Franchisee agrees that, upon written request from the City Manager, it will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records, to the City for the purposes of investigation to ascertain compliance with the nondiscrimination provisions of this Section; provided, however, that Franchisee shall not be required to produce for inspection any records covering any period of time more than two (2) years prior to the effective date of this franchise. A finding by the City Manager that Franchisee has engaged in an unlawful discriminatory practice, according to the regulations and procedures set forth in Chapter 62 of the City Code, shall constitute a breach of this Agreement.

SECTION 20. RECYCLING SERVICES REQUIREMENTS

20.1 In accordance with the provisions of Sections 90-231, 90-340, and 90-341 of the City Code, during the Term of this franchise, Franchisee shall comply with the following recycling requirements:

- (a) As a condition of the franchise, each Franchisee shall be required to offer directly, or through a subcontractor, who shall be licensed by the City and state, recycling for any and all accounts serviced by the Franchisee (including, without limitation, any and all residential and commercial accounts).
- (b) All of Franchisee's contracts (within the jurisdictional limits of the City of Miami Beach) for waste collection and disposal services (accounts) for multifamily residences and commercial accounts shall also include a proposal to provide recycling services. Such recycling proposal shall, to the maximum extent that is commercially feasible, maximize recycling activity in the City, and provide for sufficient flexibility in recyclable materials, container size, and location, as is both necessary and consistent for the particular account.
- (c) Whether directly provided, or subcontracted with a qualified recycling contractor, each recycling proposal shall require Franchisee to disclose to the contract holder the savings offset that is anticipated as a result of the recycling and the consequent reduction of solid waste disposed; provided, however, that the recycling proposal (and the required savings offset) shall remain within the purview of the Franchisee and the multifamily or commercial account holder to negotiate.
- (d) Pursuant to Section 90-231(b) of the City Code, with respect to multifamily residences only, each of Franchisee's contracts must disclose to an account holder that in the event that the recycling bid and/or price quote (hereinafter, the offer) provided by the contractor to an account holder who is an owner, occupant, or operator or manager of an apartment building or the multifamily residence, is deemed unfair by said owner, occupant, or operator or manager, then the aggrieved party may file a protest with the City Manager, in writing, within 30 days of receipt of the offer by the aggrieved party; the protest must include a copy of the offer; and must clearly state the reasons and grounds upon which that the aggrieved party considers the offer to be unfair.
- (e) Franchisec must appropriately designate the recycling collection containers that it provides to customers. The containers must contain the appropriate signage and information, as shall be established and approved by the City. Additionally, Franchisee shall assist and provide written notice to the Director of Public Works in identifying multifamily accounts and commercial accounts which do not have a recycling program or, in the alternative, which have allowed a recycling program to lapse or expire.

- 20.2 PURSUANT TO SECTION 90-340 OF THE CITY CODE, AND EFFECTIVE NOVEMBER 1, 2014, FRANCHISEE SHALL OFFER THOSE RECYCLING SERVICES FOR ANY MULTI-FAMILY RESIDENCE WITH TWO (2) OR MORE DWELLING UNITS, AS A SINGLE-STREAM RECYCLING PROCESS OR AS A MODIFIED RECYCLING PROGRAM, AS MORE PARTICULARLY SET FORTH IN SECTION 90-344.
 - (a) Pursuant to Section 90-340(b), the recycling services for multifamily residences shall consist of a single-stream recycling process. The single-stream recycling process shall separate, from all other solid waste, the five (5) following recyclable materials:
 - 1. 90-340(b)(1) Newspaper. Used or discarded newsprint, including any glossy inserts;
 - 2. 90-340(b)(2) Glass. Glass jars, bottles, and containers of clear, green or amber (brown) color of any size or shape used to store and/or package food and beverage products for human or animal consumption, and/or used to package other products, which must be empty and rinsed clean or residue. This term excludes ceramics, window or automobile glass, mirrors, and light bulbs;
 - 3. 90-340(b)(3) Metal food and beverage containers. All ferrous and nonferrous (i.e., including, but not limited to, steel, tin-plated steel, aluminum and bimetal) food and beverage containers (i.e., including, but not limited to, cans, plates, and trays) of any size or shape used to store and/or package food and beverage products suitable for human or animal consumption, which must be empty and rinsed clean or residue;
 - 4. 90-340(b)(4) Other metal containers. All other ferrous and nonferrous containers used to package household products including, but not limited to, paint cans and aerosol cans, which must be empty and rinsed clean or reside; and
 - 5. 90-340(b)(5) Plastics. All high density polyethylene (HDPE) and/or polyethylene terephthalate (PET) bottles, jugs, jars, cartons, tubs, and/or other containers, and lids, of any size or shape used to package food, beverages, and/or other household products, or crankcase oil, which must be empty and rinsed clean

of residue. This term excludes all plastic film, plastic bags, vinyl, rigid plastic (i.e., toys), and plastic foam materials.

- 20.3 Franchisee shall offer recycling services for commercial establishments, as a single-stream recycling process, as more particularly set forth in Section 90-341 of the City Code, or as a modified recycling program, as more particularly set forth in Section 90-344 of the City Code.
 - (a) The single-stream recycling process shall separate, from all other solid waste, the following recyclable materials:
 - 1. 90-341(b)(1) Newspaper, cardboard, magazines, and catalogues, telephone books and/or directories, and office paper; used or discarded newsprint, including any glossy inserts;
 - 2. 90-341(b)(2) Glass. Glass jars, bottles, and containers of clear, green or amber (brown) color of any size or shape used to store and/or package food and beverage products for human or animal consumption, and/or used to package other products which must be empty and rinsed clean or residue. This term excludes ceramics, window or automobile glass, mirrors, and light bulbs;
 - 3. 90-341(b)(3) Metal food and beverage containers. All ferrous and nonferrous (i.e., including, but not limited to, steel, tin-plated steel, aluminum and bimetal) food and beverage containers (i.e., including, but not limited to, cans, plates, and trays) of any size or shape used to store and/or package food and beverage products suitable for human or animal consumption, which must be empty and rinsed clean or residue;
 - 4. 90-341(b)(4) Other metal containers. All other ferrous and nonferrous containers used to package household products including, but not limited to, paint cans and aerosol cans, which must be empty and rinsed clean or reside; including scrap metal, which shall mean used or discarded items suitable for recycling, consisting predominantly of ferrous metals, aluminum, brass, copper, lead, chromium, tin, nickel or alloys thereof including, but not limited to, bulk metals such as large metal fixtures and appliances (including white goods such as washing machines, refrigerators, etc.), but excluding metal containers utilized to store flammable or volatile chemicals, such as fuel tanks;

- 5. 90-341(b)(5) Plastics. All high density polyethylene (HDPE) and/or polyethylene terephthalate (PET) bottles, jugs, jars, cartons, tubs, and/or other containers, and lids, of any size or shape used to package food, beverages, and/or other household products, or crankcase oil, which must be empty and rinsed clean of residue. This term excludes all plastic film, plastic bags, vinyl, rigid plastic (i.e., toys), and plastic foam materials;
- 6. 90-341(b)(6) Textiles; and
- 7. 90-341(b)(7) Wood. Clean wood waste and/or pieces generated as by-products from manufacturing of wood products. It excludes clean yard waste and clean waste (i.e., natural vegetation and minerals such as stumps, brush, blackberry vines, tree branches, and associated dirt, sand, tree bark, sand and rocks), treated lumber, wood pieces, or particles containing chemical preservatives, composition roofing, roofing paper, insulation, sheetrock, and glass.

SECTION 22. INVALIDITY - NO RIGHT OF ACTION

If this Franchise Agreement, or any provision thereof, is found to be invalid or unconstitutional by any court of competent jurisdiction, and/or if Franchisee is prevented from exercising its rights hereunder by present or future Federal, State, or County ordinances or laws and Franchisee's rights under this franchise are materially impaired thereby, Franchisee shall have no claim or cause of action against the City therefore.

SECTION 23. POWER TO REGULATE STREETS

Nothing in this Agreement shall be construed as surrender by City of its right or power to pass ordinances regulating the use of its streets, and/or other public rights-of-way, and/or public properties or facilities.

SECTION 24. ACCEPTANCE OF FRANCHISE

This Franchise Agreement shall be filed with the Miami Beach City Clerk within twenty (20) days after the date of approval of the franchise by the Mayor and City Commission

and execution by the parties hereto. Filing of a fully executed Franchise Agreement with the

City Clerk shall be deemed proof of Franchisee's acceptance of the franchise.

SECTION 25. GOVERNING LAW AND EXCLUSIVE VENUE

This Franchisee Agreement shall be governed by, and construed in accordance with, the

laws of the State of Florida, both substantive and remedial, without regard to principles of

conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be

Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of

Florida, if in Federal court.

BY ENTERING INTO THIS AGREEMENT, CITY AND FRANCHISEE 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 26. NOTICE

All notices and communications in writing required or permitted hereunder may be

delivered personally to the representatives of the Franchisee and the City listed below or may

be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of

the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be

addressed as follows:

TO FRANCHISEE:

Progressive Waste Solutions of FL, Inc.

3840 Northwest 37th Court

Miami, Florida 33142

Attention: Damian Ribar

General Manager

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TO CITY:

City of Miami Beach

Attn: Jimmy L. Morales, City Manager

1700 Convention Center Drive Miami Beach, Florida 33139

(305) 673-7010

WITH COPIES TO:

City of Miami Beach

Attn: Eric Carpenter, Public Works Director

1700 Convention Center Drive Miami Beach, Florida 33139

(305) 673-7080

and

City of Miami Beach

Attn: Alberto Zamora, Public Works Sanitation Director

1700 Convention Center Drive Miami Beach, Florida 33139

(305) 673-7616

Notices hereunder shall be effective as follows:

Notices are deemed delivered or given and become effective upon mailing if mailed to an address in the city of dispatch, and upon actual receipt if otherwise delivered.

SECTION 27. FLORIDA PUBLIC RECORDS LAW.

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

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to the City, at no City cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Franchisee upon termination of this Agreement. Upon termination of this Agreement, the Franchisee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

Franchisee's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Franchisee does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:

Rafael E. Granado

City Clerk

FOR FRANCHISEE:

PROGRESSIVE WASTE SOLUTIONS

OF FL, INC., a Delaware corporation authorized to conduct business in the State

of Florida

ATTEST:

By:

XXXXXXXX

Asst. Secretary

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Allomey

Date

Da

SERVICE AGREEMENT BY AND AMONG THE CITY OF MIAMI BEACH

AND

PROGRESSIVE WASTE SOLUTIONS OF FL, INC.;
SOUTHERN WASTE SYSTEMS, LLC; AND
WASTE MANAGEMENT INC. OF FLORIDA;

FOR

ADDITIONAL SOLID WASTE COLLECTION SERVICES AND COLLECTION
OF RECYCLABLE MATERIALS AT CITY OWNED PROPERTIES, PARKS,
RIGHTS OF WAY, AND OTHER PUBLIC FACILITIES AND PROPERTY(IES)

RECITALS:

WHEREAS, at the October 16, 2013 City Commission Meeting, the Mayor and City Commission authorized the City Administration to issue Request for Qualifications No. 2013-178SR for franchise waste contractors to provide municipal solid waste (MSW) collections and

disposal services, including additional solid waste/recycling services at City-owned properties (the RFO); and

WHEREAS, at the July 23, 2014 City Commission Meeting, the Mayor and City Commission adopted Resolution No. 2014-28681, accepting the recommendation of the City Manager pertaining to the ranking of proposals pursuant to the RFQ, and authorizing the Administration to enter into negotiations for new franchise agreements with the Contractors, as the top three (3) ranked proposers; and

WHEREAS, in addition to authorizing the Administration to negotiate and, if successful, execute new Franchise Agreements with the Contractors, as a condition of the award of such agreements, the Mayor and City Commission also authorized the Administration to negotiate and, if successful, execute a new Service Agreement with the Contractors for MSW and Recycling Services, including other related public benefits to the City, which, at a minimum, should contain the same (or more favorable) business terms than the existing service agreement; and

WHEREAS, the new Franchise Agreements and the Service Agreement shall each now have an initial term of five years, commencing on October 1, 2014, and ending on September 30, 2019, along with a possible renewal term of up to three (3) years, at the City Commission's sole discretion; and

WHEREAS, the Contractors and the City have also agreed to the terms contained in this Service Agreement, in connection with the simultaneous execution of the Franchise Agreements; and

WHEREAS, the City intends, and Contractors acknowledge and agree, that the Service Agreement shall run concurrently with the term of the Franchise Agreements; and

WHEREAS, the City has been induced, in part, to execute this Agreement and the Franchise Agreements, based upon Contractors' commitment to provide the additional public benefits/services to the City included in Exhibit "A" hereto.

NOW THEREFORE, City and Contractors, in consideration of the mutual covenants herein contained, agree as follows:

1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated by reference into this Agreement.

2. LIAISON BETWEEN CITY AND CONTRACTORS

All dealings, contracts, notices and payments between Contractors and the City under this Agreement shall be directed by Contractors to the City Manager or the Authorized Representative, defined herein.

3. COMMENCEMENT OF WORK AND SERVICES

The work and services outlined herein shall commence immediately upon receipt of a Notice to Proceed issued by the City Manager or the Authorized Representative, as hereinafter defined.

4. TERM

- 4.1 The initial term of the Agreement shall be for a five (5) year period, commencing retroactively on October 1, 2014 (Commencement Date), and terminating on September 30, 2019 (Term).
- 4.2 Notwithstanding subsection 4.1 above, this Agreement shall be subject to periodic review by the Mayor and City Commission, with the first review period commencing on or about six (6) months from the Commencement Date of this Agreement, as set forth in subsection 4.1, and thereupon on or about a date every six (6) months thereafter throughout the Term hercof. The City Commission's

review shall be discretionary, and shall assure that the terms and conditions of the Agreement are being complied with and, particularly, that Contractors' performance pursuant to the Agreement does not adversely impact Contractors' performance as franchisees, including, without limitation, their fees, rate structure, costs (i.e. increases), in such a manner as to negatively impact their duties to "private" customers in the City (as set forth in the Franchise Agreements). In the event that the City Commission, in its sole reasonable discretion, determines that there has been such an adverse impact, it reserves the right to terminate this Agreement for convenience, pursuant to Section 20 hereof.

5. **DEFINITION OF TERMS**

- Authorized Representative: The employee designated in writing by the City Manager to represent the City in the administration and supervision of this Agreement. The City Manager's Authorized Representative shall be the City's Sanitation Division Director, unless otherwise changed, in writing, by the City Manager.
- 5.2 City: City of Miami Beach, Florida, and its authorized representatives.
- 5.3 City Manager: The City Manager of the City of Miami Beach, Florida.
- 5.4 <u>Construction and Demolition Debris</u>: Discarded material generally considered not to be water-soluble or hazardous, including, without limitation, steel, concrete, glass, brick, asphalt roofing material, or lumber from a construction or demolition project. Commingling construction and demolition debris with any amount of other types of solid waste will cause it to be classified as other than construction and demolition debris.
- 5.5 <u>Contractor(s)</u>: The person(s), firm(s), corporation(s), holding company(ies), organization(s), agency(ies), or other entity(ics) with whom the City has executed

- this Agreement for performance of the work. All successors to Contractors are included in this definition.
- 5.6 <u>Disposal Costs</u>: The "tipping fees" charged to Contractors for disposal of the garbage and trash collected by Contractors.
- 5.7 <u>Garbage</u>: Every refuse accumulation of animal, fruit, vegetable or organic matter that attends the preparation, use, cooking and dealing in or storage of meats, fish, fowl, fruit or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ-carrying insects.
- Garbage Can or Container: A container which has been approved for use in the City by the City Manager, made of galvanized metal, durable plastic or other suitable material of a capacity not less than ten gallons but not to exceed 30 gallons for collection of solid waste awaiting pickup and disposal. Such can or container shall have two handles upon the sides thereof, or a bail, by which it may be lifted, and shall have a tightening solid top
- 5.9 Gross Receipts: As referred to herein, Gross Receipts shall mean the entire amount of the fees collected by the Contractors (whether wholly or partially collected) for solid waste collection and disposal within the City, but excluding any sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind, collected by the Contractor from the account holder and required by law to be remitted to the taxing or other governmental authority, and further excluding fees from servicing rolloff and portable containers.
- 5.10 <u>Industrial Wastes</u>: Any solid waste generated by construction, land cleaning, excavating of structures, roads, streets, sidewalks or parkways, and including, without limitation, waste collected for recycling, and oil, grease, and petroleum.

- 5.11 <u>Landfill</u>: Any solid waste land disposal area for which a permit, other than a general permit, is required by Section 403.707, Florida Statutes, that receives solid waste for disposal in or upon land other than land-spreading site, injection well, or surface impoundment.
- 5.12 Loose Refuse: Any refuse, either garbage or trash, stored in and collected from any type of container other than a mechanical container or garbage can. Refuse which is collected from the ground is considered loose refuse.
- 5.13 <u>Mechanical Container</u>: Any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractors.
- Market Share: The Market Share, as referenced herein, shall be determined by the Authorized Representative, in his sole and reasonable discretion, by taking the total amount of Gross Receipts for a particular Contractor and dividing it by the total amount of Gross Receipts for all Contractors collectively. The Market Share for each respective Contractor shall be calculated, by the City's Authorized Representative, on September 1 of each year during the Term of this Agreement.
- 5.15 Recyclable Materials: Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. Any recyclable material mixed with solid waste shall be considered to be solid waste.
- 5.16 <u>Recycling</u>: Any process by which recyclable materials are collected, separated, or processed to be reused or returned to use in the form of raw materials or products.
- 5.17 <u>Recycling Container</u>: A container approved by the city manager for collection of recyclable material by a recycling contractor.

- 5.18 <u>Refuse</u>: Both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal, and other discarded matter, excluding recyclable materials.
- 5.19 <u>Refuse Regulations</u>: Regulations prescribed by the City together with such administrative rules, regulations, and procedures as may be established for the purpose of carrying out or making effective the provisions of the Agreement.
- 5.20 Remodeling and Home Repairs Trash: Materials accumulated during the course of a self-performed improvement project, prepared so as not to exceed five (5) feet in length or forty (40) pounds in weight.
- 5.21 Rolloff Container: A metal container, compacted or open, approved by the city manager or his designee, that is designed and used by rolloff contractors for the collection and disposal of construction and demolition debris; large quantities of trash; and/or bulky waste; but not garbage or commercial refuse.
- 5.22 Rubbish: Rubbish or trash means refuse accumulations of paper, excelsior, rags, wooden or paper boxes or containers, sweepings and all other accumulations of a nature other than garbage, which are usual to housekeeping and to the operation of stores, offices, and other places of business; and any bottles, cans or other containers, which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects. Rubbish shall not include industrial waste.
- 5.23 <u>Solid Waste</u>: Solid waste includes bulky waste, commercial refuse, garden trash, tree and shrubbery, garbage, refuse, rubbish, special handling trash, trash, hazardous waste, biohazardous waste, industrial waste, residential refuse, white goods, or other discarded material, including solid, liquid, semisolid, or contained

- gaseous material, resulting from domestic, industrial, commercial, mining, or agricultural operations.
- 5.24 <u>Solid Waste Disposal Facility</u>: Any solid waste management facility which is the final resting place for solid waste, including landfills and incineration facilities that produce ash from the process of incinerating municipal solid waste.
- 5.25 Special Handling Waste: Solid wastes that can require special handling and management, including, without limitation, white goods, furniture, mattresses, and other bulky items of household trash; oils; whole tires; lead-acid batteries; and hazardous and biohazardous wastes; but excluding special handling garden trash.
- 5.26 <u>Special Handling Garden Trash</u>: Accumulation of tree branches, tree limbs, parts of trees, bushes, and shrubbery over ten inches in diameter; which does not exceed four feet in length, and is too large to be containerized or bundled and tied.
- 5.27 Trash: Trash means the same as "rubbish."
- 5.28 <u>Waste/Solid Waste</u>: Solid waste includes bulky waste, commercial refuse, garden trash, tree and shrubbery, garbage, refuse, rubbish, special handling trash, trash, hazardous waste, biohazardous waste, industrial waste, residential refuse, white goods, or other discarded material, including solid, liquid, semisolid, or contained gaseous material, resulting from domestic, industrial, commercial, mining, or agricultural operations.
- 5.29 <u>White Goods</u>: Discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.
- 5.30 <u>Yard Trash Regular</u>: Vegetative matter resulting from yard and landscaping maintenance, including materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches not in excess of four (4) feet in

- length and four (4) inches in diameter. Such trash shall be bundled or placed on containers which are susceptible to normal loading and collection as other residential solid waste. No bundle or filled container shall exceed fifty (50) pounds in weight.
- 5.31 Yard Trash Bulk: Large cuttings of vegetative and wood matter which are part of normal yard maintenance which cannot be cut for placement in container, bag, of bundle due to the material exceeding the weight and size restrictions for regular yard trash. Bulk yard trash shall be of a type as to be readily handled by the mechanical equipment of Contractors and bulk yard material shall not exceed six (6) feet in length. Bulk yard trash does not include any form or matter or debris resulting from tree removal, land clearing, land development, building demolition, or home improvement. Home improvements as defined herein would include but not be limited to carpeting, cabinets, dry wall, lumber, paneling, and other such construction related materials. Carpeting will be picked up by Contractors if cut to length of six (6) feet or less and bundled. Bulk yard trash does not include automobiles, automotive components, boats, and internal combustion engines.
- 6. GENERAL PROVISIONS FOR SOLID WASTE COLLECTION/DISPOSAL
 PROGRAM, ROLLOFF WASTE CONTAINER PROGRAM, AND
 COLLECTION OF RECYCLABLE MATERIALS
 - 6.1 THE PROVISIONS OF THIS SECTION SHALL APPLY TO THE SOLID WASTE COLLECTION/DISPOSAL PROGRAM, AS SET FORTH IN SECTION 7 OF THIS AGREEMENT; THE ROLLOFF WASTE CONTAINER PROGRAM, AS SET FORTH IN SECTION 8 OF THIS AGREEMENT; AND THE COLLECTION OF RECYCLABLE MATERIALS, AS SET FORTH IN SECTION 9 OF THIS AGREEMENT.

- 6.2 Contractors shall provide, at their own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks, and any other tools, equipment, accessories, and items necessary to maintain the standard of collections and disposal set forth herein.
- 6.3 Protection of Adjacent Property and Utilities: Contractors shall conduct all work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through their operations. Contractors shall take cognizance of all existing utilities and shall operate with due care in the vicinity of such utilities and shall immediately repair (or have repaired), at no cost to the City, any breakage or damage caused by their operations.
- Spillage: Contractors shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur. In the event of any spillage caused by Contractors, clean-up of spillage shall occur within four (4) hours of notice by City to Contractors, and if the spillage is not picked up within four (4) hours, the City may, at its sole discretion, pick up the spillage and bill the responsible Contractor for the pick-up, which the responsible Contractor shall promptly pay. Notwithstanding the foregoing, Contractors may refuse to collect any solid waste or recyclable materials that have not been placed in a garbage can or container, or tied, or enclosed so that leaking, spilling, and blowing are prevented.
- 6.5 Receptacle: Contractors shall be required to pick up all garbage and rubbish, as contemplated herein (which has been properly prepared and stored for collection) as follows: all garbage, trash, and rubbish shall be placed in a garbage can or in such other plastic disposal bag and shall be placed at curbside on or at such other

single collection point as may be agreed upon by Contractors and the City. Non-containerized trash shall be collected provided that it does not exceed four (4) feet in length or fifty (50) pounds in weight for any piece or segment of such materials. All recyclable materials shall be placed in a recycling container at curbside on or at any such other single collection point as may be agreed upon by Contractors and the City.

6.6

- Method of Collection: As to all collections contemplated by this Agreement, Contractors shall make collections with a minimum of noise and disturbance to the properties being serviced and/or the surrounding neighborhood(s). Any garbage, trash, or recyclable materials spilled by Contractors shall be picked up immediately by Contractors. Garbage receptacles and recycling containers shall be handled carefully by Contractors, shall not be bent or otherwise abused, and shall be thoroughly emptied and left at the proper collection point. Metal cans shall be replaced upright with covers securely and properly in place, or can be inverted with covers placed topside up on the ground next to the container. Plastic cans shall be inverted with covers placed topside up on the ground next to the container. Any receptacle found in a rack, cart, or enclosure of any kind shall be turned upright in such rack, cart, or enclosure, and lids shall be placed securely on top of said receptacles. In the event of damage caused by Contractors to garbage receptacles or recycling containers, other than normal wear and tear, Contractors shall be responsible for the timely repair or replacement of said receptacles or containers within seven (7) days of receipt of notice from the City.
- 6.7 <u>Schedules and Routes</u>: Contractors shall provide the City with schedules for all collection routes (including for servicing of rolloff containers) and keep such information current at all times. If any change in the collection routes occurs, then

the City shall be immediately notified in writing. All permanent changes in routes or schedules that alter the day of pickup are subject to approval of the City Manager or his designee. The City reserves the right to deny Contractors' vehicles access to certain streets, alleys, and rights of way within the City, en route to the disposal site, when it is in the interest of the City to do so because of the condition of the streets or bridges. The City shall not interrupt the regular schedule or quality of service because of a street closure of less than eight (8) hours in duration. The City shall notify Contractors of any street closures of longer duration, and arrangements for service will be made in a manner satisfactory to the City.

- 6.8 Force Majeure: Contractors' performance and/or work hereunder may be delayed or suspended at any time while, but only so long as, Contractor is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, or any other cause beyond the reasonable control of Contractor; provided, however, that if the hindrance or prevention of performance exceeds a period of thirty (30) days, the City may, at its sole option and discretion, cancel or renegotiate this Agreement.
- 6.9 Collection Equipment: Contractors shall have on hand at all times sufficient equipment in good working order to permit Contractors to perform their duties hereunder fully, adequately, and efficiently (including servicing of rolloff containers). Garbage collection equipment and recycling collection equipment shall be kept clean, sanitary, neat in appearance, and in good repair at all times. Contractors shall at all times have available to them reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such

- reserve equipment shall substantially correspond in size and capability to the equipment normally used by Contractors to perform their duties hereunder.
- Ouantities of Solid Waste and Recyclable Materials: Contractors represent and warrant that they have reviewed the City's collection records and understand that, at certain times during the year, the quantity of refuse and recyclable materials to be disposed of (including refuse in rolloff containers) is materially increased by the influx of visitors. Contractors agree that seasonal fluctuation will not be justification for Contractors to fail to maintain the required collection schedules and routes or to justify a rate increase.
- on the City that all solid waste collected by them under this Agreement (including rolloff containers) shall be disposed of only at a duly licensed and permitted solid waste disposal facility (as defined herein). The City reserves the right to approve or disapprove said facility. In the event Contractors relocate solid waste collected hereunder from an existing solid waste disposal facility to another, other than on a temporary basis, Contractors shall notify City in writing, within ten (10) days, and Contractors shall also, within said ten (10) day period, provide the City with the licenses and permits for said new facility.

7. SOLID WASTE COLLECTION/DISPOSAL PROGRAM

7.1 Contractors shall provide solid waste collection services to City facilities, parks, litter cans in the public right of way, and City-owned and/or other public property(ies) within the City limits of Miami Beach, and as more specifically set forth in Exhibit "A", attached and incorporated herein.

8. ROLLOFF WASTE CONTAINER PROGRAM

- 8.1 Contractors shall place and service rolloff containers, as specifically set forth in Exhibit "A" hereto. Prior to placing any rolloff container, Contractors shall obtain the required license(s) and permit(s) from the City Manager, as required pursuant to Chapter 90 of the Miami Beach City Code. A copy of the current permit application, as may be amended from time to time, is attached hereto and incorporated herein as Exhibit "B".
- 8.2 <u>Frequency of Collection</u>: Contractors shall service all rolloff containers, as provided in Exhibit "A" hereto.

9. COLLECTION OF RECYCLABLE MATERIALS

- 9.1 <u>Scope of Work</u>: Contractors shall provide recycling collection services to City facilities, parks, recycling containers in the public right of way, and City-owned and other public property(ies) within the City limits of Miami Beach, as specifically set forth in Exhibit "A" hereto.
- 9.2 <u>Frequency of Collection</u>: Contractors shall service all recycling containers as provided in Exhibit "A" hereto.

10. CONTRACTORS' PERSONNEL

10.1 <u>Contractors' Officer(s)</u>: Contractors shall each assign a qualified person or persons to supervise the operations within the Collection Area. Contractors shall give the names of these persons to the City. Information regarding each person's experience and qualifications shall also be furnished. Supervisory personnel must be available for consultation with the City Manager or the City Manager's designee within a reasonable, practicable time, upon receiving notice of a request for such consultation. The supervisor(s) shall operate a vehicle which is radio equipped.

- Onduct of Employees: Contractors shall see to it that their employees serve the public in a courteous, helpful and impartial manner. No trespassing by employees will be permitted nor crossing property of neighboring premises unless residents or owners of both such properties have given permission in writing. Care shall be taken to prevent damage to property including, without limitation, cans, carts, racks, trees, shrubs, flowers, and other plants. Each vehicle operator shall, at all times, carry a valid driver's license for the type of vehicle that is being driven. Contactors shall provide operation and safety training for all personnel.
- Nondiscrimination: Contractors and the City agree that Contractors' compliance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, shall be a material term of this Agreement. Pursuant to the Human Rights Ordinance, Contractors shall not unlawfully discriminate against their employees, on the basis of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, or disability.
- Employee Uniform Regulations: Contractors' employees shall wear a uniform or shirt bearing the company's name. Contractors shall furnish to each employee an identifying badge, not less than two and one-half (2 ½") inches in diameter, with numbers and letters at least one (1") inch high, uniform in type. Employees shall be required to wear such badges while on duty. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. Contractors shall keep a record of employees' names, numbers and route assignments in a manner to allow identification of employees at all times. Contractors shall provide a current employee list(s) to the City within twenty-four (24) hours of written notice from the City.

- 10.5 Compliance with State, Federal, County and City Law: Contractors shall comply with all applicable City (including, without limitation, Chapter 90 of the Miami Beach City Code, as amended from time to time), Miami-Dade County, State of Florida, and Federal laws, as may be now or hereinafter in effect.
- 10.6 Fair Labor Standards Act: Contractors are required and hereby agree, by execution of this Agreement, to pay all employees not less than the greater of the Federal or Florida minimum wage and to abide by other requirements, as established by the United States Congress in the Fair Labor Standards Act, as amended from time to time.

11. CONTRACTORS' OFFICE

Contractors shall each provide, at their expense, a suitable office located within, or in close proximity to, Miami-Dade County, open between 8:00 A.M. and 5:00 P.M., Monday through Friday, with a telephone number where complaints shall be received, recorded and handled during normal working hours of each week, and shall provide for prompt handling of emergency complaints and all other special calls in accordance with Section 14 hereof. The office shall include recording equipment for receipt and logging of off-hours calls.

Notification to City: Contractors shall notify the City, in writing, about complaint procedures, rates, and regulations.

12. CONTRACTORS' PERFORMANCE

Contractors' performance pursuant to this Agreement shall be supervised by the City Manager or the Authorized Representative. If at any time during the term of the Agreement, performance is considered unsatisfactory by the City Manager or the Authorized Representative, Contractors shall immediately take all steps necessary and implement such procedures as required to properly perform under the Agreement,

including, without limitation, increasing the workforce, tools, and equipment. The failure of the City Manager or the Authorized Representative to give such notification shall not relieve Contractors of their obligation to perform all work at the time and in the manner specified by the Agreement.

Contractors shall furnish the City Manager or the Authorized Representative with any information relating to the Agreement, in order for the City to ascertain whether or not the work, as performed, is in accordance with the requirements of the Agreement.

The City Manager may appoint qualified persons to inspect Contractors' operation and equipment at any reasonable time, and Contractors shall admit authorized representatives of the City to make such inspections at any reasonable time and place.

The failure of the City at any time to require performance by Contractors of any provision herein shall in no way affect the right of the City thereafter to enforce same, nor shall waiver by the City of any breach of provisions herein be taken as or held to be a waiver of any breach of such provision or as a waiver of any provision itself.

13. COOPERATION/COORDINATION

The City and its authorized representatives shall at all reasonable times be permitted free access to every reasonable facility for the inspection of all work, equipment and facilities of Contractors.

Contractors shall cooperate with authorized representatives of the City in every way in order to facilitate the quality and progress of the work contemplated under this Agreement. Contractors shall have at all times a competent and reliable English speaking representative on duty authorized to receive orders and to act for Contractors in case of their absence.

14. COMPLAINTS AND COMPLAINT RESOLUTION

- 14.1 Complaints: Contractors shall prepare (in accordance with a format approved by the City Manager or his Authorized Representative) and maintain a register of all complaints and indicate the disposition of each complaint. Complaints shall be identified and such record shall be available for City inspection at all times during business hours. The form shall indicate the date and time on which the complaint was received and the date and time on which it was resolved. All complaints shall be addressed within a 24 hour period, except when a complaint is received after 12:00 noon on the day preceding a holiday, or on a Saturday or Sunday, in which case the complaint shall be addressed on the next working day. Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by the City Manager or the Authorized Representative and a representative of Contractor(s). Disputes shall be referred to the City Manager or his Authorized Representative, whose decision shall be final.
- Dispute about Collection of Certain Items: It is recognized that disputes may arise between the City and Contractors with regard to the collection of certain items due to disputes over interpretation of language in this Agreement. The City Manager or his Authorized Representative may from time to time contact Contractors by telephone and/or facsimile to remove such items. Should Contractors fail to remove the items within twenty-four (24) hours from the time of notification, the City may remove such items, and all costs incurred by the City shall be reimbursed by Contractors. If the City determines that this Agreement does not require Contractors to collect and remove the disputed refuse, the Contractors shall be entitled to reimbursement.

15. SUBCONTRACTORS/ASSIGNMENT

Subcontracting or assignment of this Agreement will not be permitted, whether in whole or in part, without the prior written consent of the City Commission.

16. INSURANCE AND INDEMNIFICATION

Indemnification: Each Contractor hereunder agrees to indemnify and hold harmless the City of Miami Beach, and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of said Contractor, its employees, agents, sub-contractors, or any other person or entity acting under said Contractor's control, in connection with said Contractor's performance of work pursuant to this Agreement and, to that extent, said Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.

Each Contractor's obligation under this Section shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents, from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party or parties prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party or parties.

16.2 <u>Insurance Required</u>:

- (a) Each Contractor must maintain, throughout the Term of this Agreement, the following insurance coverage:
 - (1) Commercial general liability, in the amount of \$1,000,000.00 per occurrence, for bodily injury and property damage. This policy must include coverage for contractual liability. The City of Miami Beach Florida must be named as an additional insured on this policy.
 - (2) Automobile liability, in the amount of \$1,000,000.00 per occurrence, for bodily injury and property damage, covering all vehicles owned, leased or used by the Contractor within the limits of the City. The City of Miami Beach, Florida, must be named as an additional insured on this policy.
 - (3) Workers' compensation and employer's liability, as required under Florida law.
- (b) All companies providing insurance shall be authorized to do business in the State of Florida and rated B+ or better by Best's Key Rating Guide, latest edition.
- (c) No change or cancellation of this insurance shall be made without thirty(30) days' written notice to the City's Risk Manager.
- (d) It is understood and agreed that all policies of insurance provided by the Contractor are primary coverage to any insurance or self-insurance the City possesses that may apply to a loss resulting from the work performed by Contractors pursuant to this Agreement.

- (e) All policies issued to cover the insurance requirements under this subsection shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued pursuant to this section unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City's Risk Manager.
- (f) As evidence of the above coverage, Contractors must provide original certificates of insurance to the City's Risk Manager, and these must be approved by the Risk Manager prior to commencement of services herein. Contractor must submit a new certificate evidencing continuing or replacement coverage prior to the expiration date of the insurance policies and must submit annually certified copies of the liability coverage herein.
- (g) Any deviation from these requirements must be approved by the City's Risk Manager. The City reserves the right to increase the kinds and amounts of insurance coverage required if the City, in its sole discretion, deems such increase necessary to protect the City.

17. DAMAGE TO OR DESTRUCTION OF EQUIPMENT

If any item of equipment is damaged, destroyed, or stolen by an event which is covered by insurance, Contractors shall utilize the insurance proceeds to repair or replaces said equipment. If the insurance proceeds are insufficient or the equipment has been damaged or destroyed by an uninsured casualty, Contractors shall invest the additional funds needed to repair or replace the equipment.

18. EVENTS OF DEFAULT BY CONTRACTORS

Each of the following events or conditions shall constitute an event of default by a Contractor:

- (a) Any material failure by such Contractor to perform or comply with terms and conditions of this Agreement, if said failure continues for thirty (30) days after written notice to such Contractor demanding that such failure be cured.
- (b) Filing by or against such Contractor of a bankruptcy, receivership, assignment for the benefit of creditors, liquidation, dissolution, composition or reorganization petition, or other insolvency proceeding.
- c) Any failure by such Contractor to perform, or any abandonment by such Contractor of, the work or services set forth in this Agreement for a period of seven (7) days or more, during the term of this Agreement.
- d) Any finding by the City that any representations or warranties furnished by such Contractor in this Agreement are found to be false or misleading in any material respect when made.
- e) Any breach of the Franchise Agreement.

19. REMEDIES UPON DEFAULT BY CONTRACTORS

In the event of default by a Contractor, the City may, without election of remedies:

- a) Without recourse to legal process, immediately terminate the Agreement by delivery of a Notice declaring termination (which shall become effective upon receipt by such Contractor), whereupon such Contractor shall, at its sole cost, remove all equipment;
- b) Exercise all remedies available at law or at equity or other appropriate proceedings including bringing an action or actions from time to time for

recovery of amounts due and owing to the City, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy, and/or for specific performance; and

c) Terminate such Contractor's Franchise Agreement pursuant to the provisions for termination of same, as provided in Chapter 90 of the City Code.

20. TERMINATION FOR CONVENIENCE BY THE CITY

THE CITY COMMISSION, IN ADDITION TO THE RIGHTS AND OPTIONS TO TERMINATE SET FORTH IN SECTION 19 OR IN ANY OTHER PROVISION SET FORTH IN THIS AGREEMENT, RETAINS THE RIGHT TO TERMINATE THIS AGREEMENT, IN WHOLE OR IN PART, AT ITS SOLE OPTION AND DISCRETION AT ANY TIME DURING THE TERM HEREIN, FOR CONVENIENCE, WITHOUT CAUSE, AND WITHOUT PENALTY.

Said termination for convenience shall become effective thirty (30) days following receipt by Contractors of a written termination notice. Contractors herein agree that upon termination for convenience there shall be no further liability to the City, nor shall the City have any further responsibilities or obligations to Contractors hereunder.

21. GOVERNING LAW AND EXCLUSIVE VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, CITY AND CONTRACTORS 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.

22. <u>LIMITATION OF CITY'S LIABILITY</u>

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's maximum liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000.00. Contractors hereby express their willingness to enter into this Agreement with recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractors hereby agree that the City shall not be liable to Contractors for damages in an amount in excess of \$10,000.00 in any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statues.

23. REPRESENTATIONS AND WARRANTIES OF CONTRACTORS.

Each Contractor warrants and represents to the City that:

- a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder.
- b) Its execution, delivery, and performance of this Agreement has been duly authorized by, or is in accordance with, its organic instruments; this Agreement has been duly executed and delivered for it by the signatories

- so authorized; and this Agreement constitutes its legal, valid and binding obligation upon each Contractor.
- c) Its execution, delivery, and performance of this Agreement will not result in a breach of violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected.
- d) It has not received any notice, nor to the best of its knowledge is there pending or threatening any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially or adversely affect its ability to perform hereunder.
- e) It has, or will have, under its control as of the Commencement Date, all equipment, machinery, manpower, and as necessary, to perform under the Agreement.

24. COMPLIANCE WITH LAW AND STANDARD PRACTICES

Contractors shall perform their obligations hereunder in compliance with any and all applicable Federal, State, and local Miami-Dade County and City laws, rules, and regulations, in accordance with sound labor and safety practices, and in compliance with any and all rules of the City relative to the work. Contractors shall be responsible for obtaining any and all government permits, consents, and authorizations, as may be required, to perform their obligations hereunder, prior to the Commencement Date.

25. TAXES, LIENS AND FEES

At all times during the term of this Agreement, Contractors shall pay, on or before the due date, all taxes, fees, and assessments which may be levied upon them, their equipment, or their operations, including, without limitation, any commercial personal property taxes, sales taxes, and intangible taxes, and Contractors shall pay, on or before

the due date, any other charge of any character which they may incur or which may be imposed by any public authority as an incident to title to, ownership of, or operation of the equipment. In the event that any lien or encumbrance of any nature relating to any Contractor's equipment or the operation or maintenance thereof is filed upon the City, such Contractor shall have thirty (30) days from the date written notice by City to have such lien or encumbrance bonded off or discharged.

26. NOTICES AND CHANGES OF ADDRESSES

All "Notices" to be given by any party to another party shall be in writing and must be either delivered or mailed by registered or certified mail, return receipt requested, to the following addresses:

To City:

CITY OF MIAMI BEACH CITY MANAGER'S OFFICE 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 ATTENTION: MARK TAXIS

ASSISTANT CITY MANAGER

WITH A COPY TO AUTHORIZED REPRESENTATIVE:

CITY OF MIAMI BEACH SANITATION DIVISION

1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 ATTENTION: ALBERTO ZAMORA

DIVISION DIRECTOR

To Contractors:

PROGRESSIVE WASTE SOLUTIONS OF FL, INC.

3840 NORTHWEST 37 COURT

MIAMI, FLORIDA 33142

ATTENTION: DAMIAN RIBAR

GENERAL MANAGER

SOUTHERN WASTE SYSTEMS, LLC

2380 COLLEGE AVENUE DAVIE, FLORIDA 33317 ATTENTION: TONY BADALA

GENERAL MANAGER

WASTE MANAGEMENT INC. OF FLORIDA

2125 NORTHWEST 10 COURT

MIAMI, FLORIDA 33127

ATTENTION: JASON NEAL

GOVERNMENT AFFAIRS DIRECTOR

or such other addresses as a party may hereinafter designate by a Notice to the other

parties. Notices are deemed delivered or given and become effective upon mailing if

mailed as aforesaid and upon actual receipt if otherwise delivered.

27. NO WAIVER

The failure of Contractors or the City to insist upon the strict performance of the terms

and conditions hereof shall not constitute or be construed as a waiver or relinquishment

of either party's right to thereafter enforce the same in accordance with this Agreement in

the event of a continuing or subsequent default on the part of Contractors or the City.

28. SEVERABILITY

In the event that any clause or provision of this Agreement or any part thereof shall be

declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity

shall not affect the validity or enforceability of the remaining portions of this Agreement.

29. ASSIGNMENT

The selection of Contractors as the service providers under this Agreement is based upon

each Contractor's respective experience, capability, and financial ability to perform the

work. Contractors shall not assign, delegate or subcontract any of the rights or obligations

under this Agreement without the prior written consent of the City Commission.

30. COMPLETE AGREEMENT

This Agreement, when executed, together with all exhibits attached hereto as provided

for by this Agreement, shall constitute the entire Agreement between both parties and this

Agreement may not be amended, modified or terminated except by a writing signed by

the parties hereto. Upon execution of this Agreement, the prior Service Agreement, with

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a Commencement Date of October 1, 2008, which was authorized by Resolution No. 2009-27020, and any amendments thereto, is hereby deemed terminated and shall be of no further force or effect, except as to those provisions under the prior Service Agreement, which were expressly intended to survive.

31. FURTHER DOCUMENTS

The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

32. INDEPENDENT PARTIES

Nothing contained in this Agreement shall be deemed or construed for any purpose to establish, between City and Contractors, a partnership or venture, a principal agent relationship, or any relationship other than property owner and independent contractors.

33. TIME OF THE ESSENCE

Time is of the essence with respect to each and every term and condition of this Agreement.

34. FLORIDA PUBLIC RECORDS LAW

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

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the City, at no cost to the City, all public records created, received,

maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

Contractor's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Contractor does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

TON	CHETTE
14 1 1 1 2	CITY:
1. (1)	CIII.

ATTEST:

By:

Rafael E. Granado

City Clerk

CITY OF MIAMI BEACH, FLORIDA

Philip Levine Mayor

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney

Date

FOR CONTRACTOR:

ATTEST:

By:

PROGRESSIVE WASTE SOLUTIONS OF FL, INC., a Delaware corporation authorized to conduct business in the State of Florida

MAXIMAXIAX Thomas J. Fowler SAMMAXIAX WXXXX VIce President

FOR CONTRACTOR:

SOUTHERN WASTE SYSTEMS, LLC, a Florida limited liability company

By: Southern Waste Systems Holdings, LP, a Florida limited partnership, its Manager

By: Southern Waste Holdings Management, LLC, a Delaware limited liability company, the general partner of Southern Waste Systems Holdings, LP

ATTEST:

By:

Manager for Southern Waste Holdings

Management, LLC

UP Burney Development

FOR CONTRACTOR:

WASTE MANGEMENT INC. OF FLORIDA, a Florida corporation

ATTEST:

By:

Ronald Kaplan Assistant Secretary Timothy Havkins

President

EXHIBIT A

ADDITIONAL PUBLIC SERVICES TO BE PROVIDED

Throughout the Term of the Service Agreement, Contractors shall provide the City with the following additional services and public benefits.

- 1. Provide Municipal Solid Waste and Recycling Services as referenced (Municipal Solid Waste and Recycling pick up at City owned facilities). The service provided by each Contractor shall be determined by each Contractor's current Market Share.
- 2. Pick-up and disposal of all City owned litter cans in the public right of way and City parks. Contractors shall provide service seven (7) days a week; service is to be provided before 11AM. (Exceptions: litter cans located on or in Lincoln Road, Ocean Drive, Washington Ave. from 5th St to Lincoln Road, the beach walk, South Pointe Park, and Open Space Park. City crews shall service these litter cans.) The service provided by each Contractor shall be determined by each Contractor's current Market Share.
- 3. Pick-up and disposal of all City-owned recycling cans in the public right-of-way and City parks (services shall be provided two times per week). (Exceptions: Recycle cans located on or in Lincoln Road, Ocean Drive, Washington Ave. from 5th St to Lincoln Road, the beach walk, South Pointe Park, and Open Space Park. City crews shall service these Recycle cans.) The service provided by each Contractor shall be determined by each Contractor's current Market Share.
- 4. Contractors shall provide additional support for special events by collectively, in equal shares, providing the City with a total of fifteen (15) twenty-cubic-yard rolloff containers (five rolloff containers per Contractor per year), and one hundred (100) event boxes per Contractor per year. Event boxes are to be delivered to the Sanitation Division yard. Rolloff containers to be provided will be distributed equally amongst the Contractors.
- 5. On October 1st of each year during the Term of the Service Agreement, the Contractors shall collectively provide funding, in the amount of Thirty Thousand dollars (\$30,000), to the City for two (2) hazardous material pickup events per year. These two events shall be managed by the City, at sites to be specified and approved by the City Manager. The proportionate amount due by each Contractor shall be determined by each Contractor's current Market Share.
- 6. On October 1st of each year during the Term of the Service Agreement, Contractors shall collectively provide the City with an annual cash contribution, which sum shall be equivalent to the latest and most current purchase price of twenty five (25) of the urban style recycling containers utilized by the City. The proportionate amount due by each Contractor shall be determined by each Contractor's respective current Market Share. (The actual price in 2013 was \$1,200.00 per can.)

- 7. On October 1st of each year during the Term of the Service Agreement, the Contractors shall collectively provide funds, in the total sum of eight thousand dollars (\$8,000.00), to the City for security services for the "Wasteful Weekend" event at each of the sites where the event is held in the City each month. The proportionate amount due by each Contractor shall be determined by their respective current Market Share. (The actual annual cost for 2013 was \$8,000.00)
- 8. During the Term, each Contractor shall pay to the City one and one half percent (1.5%) of its Gross Receipts in the City, to be used by the City to establish a fund for implementation of sustainable initiatives in the City of Miami Beach (which initiatives shall be as approved by the City Commission, in its sole and reasonable discretion). This contribution will be payable and due at the time of, and in conjunction with, Contractors' franchise fee payments to the City.
- 9. On October 1st of each year during the Term, the Contractors shall pay to the City, collectively, in equal shares, the sum of \$75,000 (\$25,000.00 per Contractor) per year, to support educational programs in the City. The City Commission, in its sole and reasonable discretion, shall determine the time, place, and manner of such programs.
- 10. On October 1st of each year during the Term, the Contractors shall collectively pay to the City the amount of \$400,000. The proportionate amount due by each Contractor shall be determined by each Contractor's current Market Share. These funds will be used to offset costs incurred by the Sanitation Division's efforts to eradicate illegal dumping.
- 11. On October 1st of each year during the Term, the Contractors collectively, in equal shares, shall pay to the City the sum of twenty five thousand dollars (\$25,000) per year (\$8,333.34 per Contractor), to support environmental programs in the City. The City Commission, in its sole and reasonable discretion, shall determine the time, place, and manner of such programs.

In-Kind Service

Facility	Location	#	Container Description	Freq	Service Provide
555 Bldg	555 17 th St.	2	90 gal RCT	1 times/wk	PWS
555 Bldg	555 17 th St.	2	90 gal totes	5 times/wk	PWS
Bass Museum	2121 Park Ave.	3	90 gal totes	7 times/wk	PWS
Bass Museum	2121 Park Ave.	2	6yd can	7 times/wk	PWS
Bass Museum	2121 Park Ave.	2	90 gal RCT	2 times/wk	PWS
Botanical Garden	2000 Convention Ctr. Dr.	1	95 gal RCT	1 time/wk	PWS
CIP	777 17 th St.	3	90gal RCT	1 time/wk	WM
City Hall	1700 Convention Ctr. Dr.	1	4yd can	5 times/wk	PWS
City Hall	1700 Convention Ctr. Dr.	1	2yd can	1 times/wk	WM
City Hall	1700 Convention Ctr. Dr.	10	.5 gal RCT	2 times/wk	WM
Fire Station #1	1051 Jefferson Ave.	4	95 gal totes	MWF	PWS
Fire Station #1	1051 Jefferson Ave.	1	90 gal RCT	1 time/wk	PWS
Fire Station #2	2300 Pine Tree Dr.	2	90 gal RCT	1 time/wk	PWS
Fire Station #2	2300 Pine Tree Dr.	1	4yd RCT	1 time/wk	WM
Fire Station #2	2300 Pine Tree Dr.	1	4yd can	1 time/wk	WM
Fire Station #2	2300 Pine Tree Dr.	5	95 gal totes	MWF	PWS
Fire Station #3	5303 Collins Ave.	4	95 gal totes	MWF	PWS
Fire Station #3	5303 Collins Ave.	<u> </u>	Recycling	TBD	1,,,,
Fire Station #3	5303 Collins Ave.	1	90 gal totes	1 time/wk	PWS
Fire Station #4	6860 Indian Creek Dr.	2	95 gal totes	MWF	PWS
Fire Station #4	6860 Indian Creek Dr.	-	Recycling	TBD	1,,,
Flamingo Park	999 11 th St.		Recycling	TBD	WM
Garden Ctr. Conserv	2000 Convention Ctr. Dr.	1	1yd can	5 times/wk	PWS
Green Waste Facility	2800 Meridian Ave.	1	20yd rolloff	6 times/wk	PWS
Green Waste Facility	2800 Meridian Ave.	2	20yd rolloff	3 times/wk	PWS
Log Cabin	8128 Collins Ave.	1	2yd can	5 times/wk	WM
MB Golf Course	2301 Alton Rd.	1	6yd can	7 times/wk	WM
MB Golf Course	2301 Alton Rd.	4	90gal RCT	2 times/wk	PWS
MB Ocean Rescue	7940 Collins Ave.	4	95 gal totes	MWF	PWS
MPMP Garage Struct	Back of City Hall	4	90 gal	1 time/wk	PWS
N. Shore Open Space	73 rd & Collins Ave. (350		2yd can	6 times/wk	WM
Park	73 rd St. (330	1	Zyd can	o times wk	******
N. Shore Tennis Ctr.	73 rd St. & Harding Ave.	1	3yd can	6 times/wk	WM
N. Shore Tennis Ctr.	73 st. & Harding Ave.	4	90 gal totes	5 times/wk	PWS
N. Shore Tennis Ctr.	73 st. & Harding Ave.		Recycling	TBD	WM
Open Space	79 th St & Collins Ave	2	6yd can	7 times/wk	WM
Normandy Shore	2401 Biarritz Dr.	1	20yd rolloff	3 times/wk	WM
Golf	2401 Blaititz DI.	1	20yd folion	5 times wk	******
Ocean & 10 th St.	10 th & Ocean Dr. Hard pack	1	30yd rolloff	7 times/wk	PWS
Old City Hall	1130 Washington Ave.	2	90 gal RCT	1 time/wk	WM
Old City Hall	1130 Washington Ave.	-	Bags	5 times/wk	WM
PAL	999 11 th St.	-	Recycling	TBD	7, 1,1
Parking Dept	1833-37 Bay Rd.	1	20yd rolloff	On Call	PWS
Parking Garage	7 th St. & Collins Ave.	4	90gal totes	7 times/wk	PWS

Parking Garage	17 th St. & Penn Ave (640 17 th St.)	1	8yd can	7 times/wk	WM
Parks Division	2100 Meridian Ave.	1	6yd can	5 times/wk	WM
Parks Division	2100 Meridian Ave.	1	30yd rolloff	3 times/wk	PWS
21 St St. Rec. Ctr.	2100 Washington Ave.	2	90gal RCT	1 time/wk	PWS
21st St. Rec. Ctr.	2100 Washington Ave.	4	90 gal totes	5 times/wk	PWS
Police Station	1100 Washington Ave.	7	.5 totes	7 times/wk	WSI
Police Station	1100 Washington Ave.	4	.5 gal RCT	2 times/wk	PWS
Police Station	7030 Trouville Esplanade	1	2yd can	3 times/wk	PWS
PD N. Sub-Station	6840 Indian Creek Dr.	1	95 gal RCT	1 time/wk	PWS
PD N. Sub-Station	6840 Indian Creek Dr.	1	2yd can	4 times/wk	WM
Property Mgmt	1245 Michigan Ave.	1	2yd can	5 times/wk	WM
Property Mgmt	1245-55 Michigan Ave.	1	4yd can	5 times/wk	WM
Property Mgmt	1245 Michigan Ave.	1	20yd rolloff	On Call	PWS
Property Mgmt	1245 Michigan Ave.	2	.5 gal RCT	2 times/wk	WSI
Public Works Yard	451 Dade Blvd	1	4yd can	5 times/wk	WM
Public Works Yard	451 Dade Blvd	1	30yd rolloff	1 time/wk & on call as needed	WM
Public Works Yard	451 Dade Blvd		Recycling	TBD	
Sanitation Yard	140 MacArthur Causeway	l	20yd rolloff	3 times/wk	PWS
Sanitation Yard	140 MacArthur Causeway	1	4yd can	5 times/wk	PWS
Sanitation Yard	140 MacArthur Causeway	4	90 gal RCT	1 time/wk	PWS
S. Shore Comm Ctr.	833 6 th St.	1	4yd can	MWFS	WM
Stash Site	7986 Collins Ave.	1	6yd can	7 times/wk	WM
Wasteful Weekend	75 th St. & Dickens Ave.	1	20yd rolloff	1 mo	WM
Wasteful Weekend	6 th St. & Meridian Ave.	2	20yd rolloff	1 mo	PWS
Youth Ctr. N. Shore	2700 Sheridan Ave.	1	4yd can	5 times/wk	WM
Youth Ctr. N. Shore	2700 Sheridan Ave.	6	90 gal RCT	2 times/wk	WM
ECOMB	201 2 nd St.	2	90gal RCT	Monday	WM
Flamingo Tennis Ctr	1245 Michigan Ave.	2	90gal RCT	Monday	WM
1755 Meridian Ave.	1755 Meridian Ave.	1	4yd can	5 times/wk	PWS
1755 Meridian Ave.	1755 Meridian Ave.	4	90 gal RCT	2 times/wk	WM

Litter Can Routes City Wide

Area	Direction	#	Container Description	Freq	Service Provider
North Beach	63 rd Street to City Limits	196	Litter Cans	7 times/wk	PWS
Mid Beach	Dade Blvd to 63 rd St.	218	Litter Cans	7 times/wk	PWS
South Beach	S. Point to Dade Blvd.	521	Litter Cans	7 times/wk	WM

Service Providers: PWS = Progressive Waste Solutions

SWS = Southern Waste Systems

WM = Waste Management

RCT = Recycling Totes



EXHIBIT

Separate Sep

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

PUBLIC WORKS Sanitation Division Tel: 305-673-7616, Fax: 305-673-7627

PERMIT APPLICATION FOR PRIVATE GARBAGE & RECYCLING COLLECTION

							DATE
LOCATION :			occu	JPAT	IONA	LLIC	ENSE
NAME OF BUILDING:							
TYPE OF BUILDING: APTS#							
COMMERCIAL:SQ.FT/							
OWNER/AGENT/MANAGER:							
ADDRESS:							
CONTRACTOR:							
ADDRESS:							
GARBAGE SERVICE:C.YDS. EXAC							
TIMES PER WEEK, / DAYS OF WEEK							
	S		Т				
RECYCLING SERVICE:C.YDS. EX.	ACT I	LOCA	TION:				
TIMES PER WEEK. / DAYS OF WEEK							
			Т				
TERMS AND CONDITIONS FOR PER CHAPTER 90 OF THE CO							
A permit for Private Garbage & Recycling Colle 90 of the Code of the City of Miami Beach, Dado verification of no outstanding debts with the Bi The City of Miami Beach reserves the right to c permit is issued.	e Cou illing	ınty, Divis	Florida ion of	a hav the (e bee City of	n co f Mia	mplied and after mi Beach, Florida.
Dumpster(s) shall be placed and kept on the lo Director who will forward to the applicants, all	cation the in	n app Iform	roved ation r	by th egar	ne offi ding t	ice o	f the Sanitation application.
The Contractor shall not deliver and place dum permit per Section 90-193 of the Code of the Ci	pster ty of	r(s) fo Miam	r serv i Beac	ice p h, Fl	rior to orida.	the	issuance of such
Any change in the container's location or serving Garbage or Recycling Permit Application.	ce red	quire	s the s	ubm	issior	of a	a new Private
NOTE: Persons or firms who violate the above be fined.	prov	rision	s shal	l be s	subjec	et to	penalties and may
WE HEREBY AGREE to all the above terms und	der th	is ap	plicati	on.			
APPLICANT					v=+ v		HAULER
PRINT NAME				-			PRINT NAME

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MIAMIBEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: July 31, 2019

SUBJECT: DISCUSSION TO REVIEW THE MAYOR'S PANEL ON OCEAN DRIVE, SAFETY, SECURITY, AND INFRASTRUCTURE SUBCOMMITTEE'S MOTION FOR A SECRET SHOPPER PROGRAM AS AN INVESTIGATIVE

TOOL

HISTORY:

At the June 28, 2019 FCWPC meeting, the Committee approved \$25,000 for a single quarter Sidewalk Cafe Service Shopper Pilot program on Ocean Drive, Collins and Washington Avenues. The administration was directed to return with an estimated cost for expanding the program to Espanola Way and Lincoln Road.

ANALYSIS:

To provide Sidewalk Cafe Service Shopper coverage to Lincoln Road and Espanola Way for one quarter, it is estimated to cost approximately \$21,000. This will cover the salaries and dining costs for two part time staff members to asses approximately 65 establishments. Staff recommends conducting the service shopping for these areas in a separate quarter to maximize the visitation schedule of the cafes.

CONCLUSION:

The administration recommends funding for the additional areas of Lincoln Road and Espanola Way and supports bifurcating the pilot program into two phases.

MIAMIBEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: July 31, 2019

SUBJECT: DISCUSSION REGARDING UM MOBILE CLINIC GRANT FUNDED PROJECT

HISTORY:

At the July 19, 2019 Finance & Citywide Projects Committee Meeting, during the discussion item on the Fiscal Year 2020 Proposed Operating Budget and Millage Rate, the Committee members requested an update on the status of the University of Miami PrEP Mobile Wellness Clinic (UM Mobile Clinic).

ANALYSIS:

Background

Through the FY 2017/18 budget process, the City Commission approved a \$250,000 grant for the University of Miami ("UM") to provide public health services with the goal of reducing the rate of new human immunodeficiency virus ("HIV") infections in Miami Beach.

UM encountered delays during the initial stages of program startup and implementation. Hiring and training new staff, coordination among UM divisions and with community organizations, securing auxiliary resources such as laboratory services, securing an appropriate parking location for the mobile unit and other logistical issues related to initiating a new project caused a delay to the program start date. To accommodate these delays, the Administration wrote the grant contract with a 2-year term, allowing funding to be spent on the project from October 1, 2017 through September 30, 2019. The City entered into a grant agreement with UM to provide pre-exposure prophylaxis ("PrEP") and related services in a mobile clinic positioned outside the Hotel Gaythering (1409 Lincoln Rd, Miami Beach, FL 33139) on July 13, 2018 and UM initiated services to clients on September 24, 2018.

Grant Expenditures

The approved grant budget has two main categories: Salaries and Fringe Benefits in the amount of \$206,402.20; and Operating Expenses in the amount of \$43,598. A copy of the current grant budget is attached (Attachment A).

Contractually, the University of Miami is required to provide a progress report to the City every quarter. A synopsis of the reported and projected expenditures is as follows:

1) Reported Expenditures as of June 30, 2019

Grant Line Item	Approved Grant Budget	Total Expenditures Reported as of June 30, 2019	Remaining Balance as of June 30, 2019	Remaining %
Salaries & Benefits	\$ 206,402.20	\$ 122,902.22	\$ 83,499.98	40%
Operating Expenses	\$ 43,598.00	\$ 3,801.87	\$ 39,796.13	91%
Total Grant Funds	\$ 250,000.20	\$ 126,704.09	\$ 123,296.11	49%

2) Projected: Expenditures from July 1, 2019 through September 30, 2019 (Contract End Date)

UM has projected the expenditures from July 1, 2019 through September 30, 2019 to be \$72,000. This will include mainly salaries, and also supplies and lab costs.

3) Projected: Remaining Balance at September 30, 2019 (Contract End Date)

Reported Expenditures through 6/30/2019 \$126,704

Projected expenditures 7/1/2019 - 9/30/2019 (Contract End Date) \$72,000

Projected Total Expenditures \$198,704

Grant Award \$250,000

Projected Balance Remaining from Grant at 9/30/2019 \$51,296

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Program Metrics and Expected Outcomes

The goal of the project is for UM to enroll 250 candidates for PrEP services in its first year, with a target of keeping 200 individuals (80%) adherent to their PrEP medication schedule for six months after commencing treatment, and 175 individuals (70%) adherent to their PrEP medication schedule after a full year. Adherence to the medication schedule is monitored by appointment compliance and number of prescriptions filled. A synopsis of the accomplishments is as follows:

Metric	Target	July 1, 2018 - September 30, 2018	Oct. 1 - Dec. 31, 2018	Jan. 1, 2018 - March 31, 2019	April 1, 2018 - June 30, 2019	Total	Percentage of Target
Number of candidates enrolled for PrEP services	250	1	48	43	42	134	54%
% of patients adherent to PrEP medication schedule 6 months after commencing	200 (80%) patients adherent 6 months after commencing treatment	1	2	6	42	51	38%
% of patients adherent to PrEP medication schedule 1 year after commencing	175 (70%) patients adherent 1 year after commencing	Achievement	t of 1 Year goa	ls will be repor	ted September	r 2019	
% of PrEP patients not contracting HIV within firs year	t _{100%}	Achievement	t of 1 Year goa	ls will be repor	ted September	r 2019	

Areas Served

An analysis of the zip code data for clients seen at the mobile clinic as of June 24, 2019 indicates the following:

- Total Number of Clients: 134
- Miami Beach Residents: 34 (25% of total Clients)

Of the 34 Miami Beach Residents, the breakdown is as follows:

- South Beach Residents (Zip Code 33139): 29 clients
- Middle Beach Residents (Zip Code 33140): 0 clients
- North Beach Residents (Zip Code 33141): 5 clients

New Request for FY 2020 Budget Process

UM has requested funding for FY 2020 to continue current services at the Lincoln Road/Hotel Gaythering location and to expand to a second location for services in North Beach. The FY 2020 budget also requests funds for a subcontract with Prevention305 for outreach, as well as in-person assistance with navigation to a PrEP appointment. A copy of the detailed Request for Funding is attached to this item (Attachment B).

A summary of the FY 2020 Budget Request is as follows:

University of Miami Salaries and Fringe	\$	70,796
University of Miami Supplies	\$	8,579
University of Miami Lab Tests	\$	14,025
Total University of Miami	\$	193,400
Prevention305 Salaries and Fringe	\$	47,000
Prevention305 Client Transportation	\$	8,000
Prevention305 Communications	\$	1,200
Prevention305 Parking	\$	400
Total Prevention305	\$	56,600
Total Funds Requested	\$2	250,000

CONCLUSION:

The most recent report from UM for the existing \$250,000 grant reflects expenses incurred through June 30, 2019 and indicates that \$126,704 has been expended and a balance of \$123,296 is available. LIM projects that an additional \$72,000 will be spent by the contract end date of September 30, 2019. LIM has projected the remaining

unspent balance to be \$51,296 at contract end date.

An additional one-time request of \$250,000 was discussed at the July 19, 2019 Finance and Citywide Projects Committee. Additional information has been provided for further consideration of the additional \$250,000 request for the FY 2020 budget process.

ATTACHMENTS:

	Description	Type
D	Attachment A - FY 17/18 Approved Grant Budget	Memo
D	Attachment B - Proposed FY 2020 Grant Budget and Justification	Memo

Attachment A UM PrEP Clinic Approved FY 17/18 Grant Budget

EXHIBIT 2 PROJECT BUDGET

University of Miami/Wellness Clinic					
Line Item Expense	Total				
Salary (S) and Fringe Benefits (FB) for:					
Program Director (S) \$3,318, (FB) \$869	\$4,187				
Physician/Medical Director (S) \$19,988 (FB) \$4,557	\$24,545				
Nurse (S) \$19,270 (FB) \$7,400	\$26,670				
Coordinator/Program Administrator (S) \$14,094 (FB) \$5,412	\$19,506				
PrEP Navigator/HIV Tester (S) \$50.013 (FB) \$19.205	\$69,218				
Lab Technician/PrEP Counselor (S) \$41,000 (FB) \$15,744	\$56,744				
Courier (S) \$3,998 (FB) \$1,534	\$5,532				
Supplies	\$18.014				
Printing of Educational Materials	\$459				
Non-Health Department Laboratory Tests	\$20,625				
Mobile Unit Cost	\$4,500				
Total	\$250,000				

EXHIBIT 2-1 BUDGET JUSTIFICATION

Personnel (Total \$206,402)

1. Program Director:

Salary: \$3,318

Fringe Benefits: 26.2%, \$869

Oversee administrative aspects of clinic operations

2. Physician/Medical Director:

Salary: \$19,988

Fringe Benefits: 22.8%, \$4,557

- Create/adapt PrEP clinical protocols to clinic venue
- Train staff in PrEP provision per CDC protocols
- Oversee clinical activities
- Oversee clinic outcome tracking
- Provide STD testing and treatment
- 3. Nurse/ARNP:

Salary: \$19,270

Fringe Benefits: 38,4%, \$7,400

- Provide assessment for PrEP appropriateness and HIV prevention counseling
- Certified HIV testing counselor; will provide pre- and post-test counseling as needed and rapid HIV test results
- Acquire prescription medication for uninsured patients through drug assistance programs
- Monitor patient adherence (after first week, month and quarterly)
- 4. Coordinator/Program Administrator:

Salary: \$14,094

Fringe Benefits: 38.4% \$5,412

- Monitor overall patient load, recordkeeping, compliance and adherence
- Produce monthly reporting on progress
- Analyze outcome data under supervision of the PD and Medical Director to create reports summarizing outcomes to further optimize implementation
- Provide quarterly reporting to Miami Beach City Commissioners
- 5. PrEP Navigator/HIV Tester:

Salary: \$50,013

Fringe Benefits: 38.4%, \$19,205

- Provide assessment for PrEP appropriateness and HIV prevention counseling
- Certified HIV testing counselor; will provide pre- and post-test counseling as needed and rapid HIV test results
- Acquire drugs for uninsured patients through drug assistance programs
- Monitor patient adherence (after first week, month and quarterly)
- Oversee medical recordkeeping
- Engage in community outreach and planning with Prevention Access Campaign
- 6. Lab Technician/PrEP Counselor:

Salary: \$41,000

Fringe Benefits: 38.4%, \$15,744

- Conduct phlebotomy for STD, HIV and lab tests
- Provide assessments for PrEP appropriateness and PrEP counseling
- Support Navigator in drug acquisition/prior authorization/insurance work
- Certified HIV testing counselor
- 7. Courier:

Salary: \$3,998

Fringe Benefits: 38.4%, \$1,534

Transport lab specimens to Health Department and LabCorp

Non-Personnel Expenses - Supplies (Total \$18,014)

1. Technical Supplies: \$10.514

Including medical supplies such as gauze, Band-Aids, condoms and lubricant, specimen collector cups, refrigerator, injectable and oral treatments for sexually transmitted infections.

Note that this specifically excludes PrEP medication, which will be obtained outside of this contract through available assistance programs and insurance.

2. Lab Supplies for Phlebotomy: \$6,250

Phlebotomy tubes and needles for phlebotomy, alcohol pads, tourniquets.

3. Adherence Tools: \$1,250

Provided to patients to support adherence with PrEP medication.

Other Expenses (Total \$25,584)

1. Educational Materials Printing: \$459

Printing of educational brochures and materials for distribution to PrEP clients to provide information regarding PrEP, the importance of adherence, and clinic protocols and follow-up.

2. Non-Health Department Laboratory Tests: \$20,625.

Includes all tests not supplied by the Health Department. These include kidney function tests and CBC, Hepatitis B and C, pregnancy, and other tests as required.

3. Mobile Unit Costs: \$4,500

Fuel and maintenance for the mobile unit.

Attachment B

UM PrEP Clinic

Proposed FY 2020 Grant Budget and Justification

University of Miami Mobile PrEP Program / Request for Funding July, 2019

Combination individualized HIV prevention including pre-exposure prophylaxis (PrEP), can avert HIV infection in people who do not have HIV but who are at increased risk for infection. Daily oral PrEP with tenofovir/emtricitabine (TDF/FTC) can lower HIV risk by more than 99% when taken daily and as directed. Impact models have estimated that 50% coverage and modest adherence to PrEP by high-risk men who have sex men (MSM), the largest affected community, can reduce new infections by 29%. Several municipalities including San Francisco, New York, and Washington D.C. have reported significant reductions in HIV incidence (up to 50% in some communities) attributable, at least in large part, to scale-up of PrEP services.

The Miami metropolitan area has the highest incidence of new infections in the United States, and the City of Miami Beach contains zip codes with incidence rates well above the national average, including one area (33139) with among the highest rates in the United States (Table 1). Uptake of PrEP in Miami-Dade is lagging in spite of increased awareness. The majority of individuals identified as PrEP candidates in Miami report that they would take PrEP if it was available for free or covered by insurance, but <10% have actually used PrEP. We have documented numerous structural, social, and logistical barriers impacting prevention care access in Miami.

Table 1. Miami Beach Zip Codes and HIV Prevalence Rates

Zip Code	HIV Prevalence Rate
33139	5.2%
33140	1.8%
33141	2.2%
33154	0.9%
US Average	0.3%

We determined that an innovative approach was needed to summarily address multiple structural barriers to care. To address this, we (a committed and collaborative group from the University of Miami (UM), the Florida Department of Health (FDOH), the community-based organization Prevention305 (P305), and other community members) successfully developed and implemented a system for mobile delivery of PrEP care, including HIV and STD testing, all laboratory monitoring, and medication prescribing. The mobile clinic, the Sylvester "Gamechanger," operated with the UM Sylvester Cancer Center, promotes a holistic and non-stigmatizing approach by combining cancer screening and wellness with HIV and sexual health services. We began services in September, 2018 on Miami Beach on Lincoln Road near the Hotel Gaythering.

Despite complex logistics, we have successfully delivered services, for free, to 134 unique individuals who initiated PrEP. We provided 191 visits in total. Services include education about HIV prevention options, sexual health, and sexually transmitted infections, condom and lubricant distribution, screening tests for HIV (rapid and lab-based), hepatitis C testing, gonorrhea, chlamydia, and syphilis, and all screening labs required for PrEP initiation (kidney function testing, urinalysis, Hepatitis B testing) as well as medical evaluation, physical exam, and a PrEP prescription. Additionally, the team provides close assistance with navigation through programs to obtain the medication at no or low cost, and follow-up navigation to ensure a smooth transition to follow-up care. To date, 72% of our participants have returned for a follow-up visit either to the mobile clinic or to a comprehensive community clinic to which they were referred.

These services have been enormously well-received, and capacity for new clients is now limited. This year we plan to expand capacity as we will obtain a new, dedicated mobile clinic that will allow additional locations and expand capacity for appointments. We plan to continue current services at the Lincoln Road / Hotel Gaythering location weekly as at present. In collaboration with community partners, we will expand to a second location for services in the northern portion of the City of Miami Beach, which remains underserved and with high need for services. Further, recognizing the importance of community-congruent recruitment and support for clients on Miami Beach, we are requesting a dedicated sub-contract to the community-based organization Prevention305, a key partner in this endeavor with a track record of successful engagement with the community through social media and dating apps as well as in-person culturally competent navigation. In addition to support from the City of Miami Beach, we accessing federal programs to support growth, and benefiting from in-kind support from the Miami-Dade County Health Department as well as support from the Florida Department of Health.

With this collaborative effort and following our successful pilot year of services, we expect to make significant headway this year toward our goal of providing PrEP services at no cost for any Miami Beach resident who could benefit from this service in order to decrease the rate of new HIV infections within the municipality. With two sites operational and with logistical issues resolved, we expect to provide services to 500 clients within the next year.

UM Mobile PrEP Clinic Budget Justification

Personnel

Program Directors: Mario Stevenson, PhD (0.01 FTE, 0.12 calendar months)

- Oversee administrative aspects of clinic operations

Physician/Medical Director: Susanne Doblecki-Lewis, MD: (0.1 FTE, 1.2 calendar months)

- Create/adapt PrEP clinical protocols to clinic venue
- Train staff in PrEP provision per CDC protocols
- Oversee clinical activities
- Oversee clinic outcome tracking
- Provide STD testing and treatment

Nurse/ARNP: Jessica Morel, APRN (0.4 FTE, 4.8 calendar months)

- Provide assessment for PrEP appropriateness and HIV prevention counseling
- Certified HIV testing counselor; will provide pre- and post-test counseling as needed and rapid HIV test results
- Acquire drugs for uninsured patients through drug assistance programs
- Monitor patient adherence (after first week, month and quarterly)

Program Administrator: Katie Klose, MSW (0.1 FTE, 1.2 calendar months)

- Monitor overall patient load, recordkeeping, compliance and adherence
- Produce monthly reporting on progress
- Analyze outcome data under supervision of the PD and Medical Director to create reports summarizing outcomes to further optimize implementation
- Provides quarterly reporting to Miami Beach City Commissioners

PrEP Navigator/HIV Tester: Brian Baez Leon, (1.0 FTE, 12.0 calendar months)

- Provide assessment for PrEP appropriateness and HIV prevention counseling
- Certified HIV testing counselor; will provide pre- and post-test counseling as needed and rapid HIV test results
- Acquire drugs for uninsured patients through drug assistance programs
- Monitor patient adherence (after first week, month and quarterly)
- Oversee medical recordkeeping

Non-Personnel Expenses

Laboratory Tests

Health Department Laboratory Tests: \$0. Includes tests supplied by the Health Department for sexually transmitted infections. These tests include rapid HIV tests, 4th generation HIV blood and confirmatory tests; syphilis blood tests (RPR); and gonorrhea and chlamydia tests (C/G) including urine, oral, and rectal swabs.

Non-Health Department Laboratory Tests: \$14,025. Includes all tests not supplied by the Health Department. These include kidney function tests and CBC, Hepatitis B and C, pregnancy, and other tests as required.

Supplies

Technical Supplies: \$8,000. Including medical supplies such as gauze, Band-Aids, condoms and lubricant, specimen collector cups, refrigerator/replacement equipment, injectable and oral treatments for sexually transmitted infections, phlebotomy supplies. Note that this specifically excludes PrEP medication, which will be obtained outside of this contract through available assistance programs and insurance.

Adherence Tools: \$1,250. Pillboxes and pill holders (\$5 each item for 250 patients) – provided to patients to support adherence with PrEP medication.

Subcontract – Prevention 305 (total for subcontract: \$56,600)

Prevention 305 will provide staff and support for online outreach through mobile applications and social media as well as in-person assistance with navigation to a PrEP appointment.

Outreach Director (0.25 FTE, 3 calendar months)

- Oversee and direct social media and online advertisement
- Engage with the UM team to coordinate outreach efforts
- Collect metrics on outreach and review periodically
- Oversee and direct peer navigator

Peer Navigator (1.0 FTE, 12 calendar months)

- Engage and assess at-risk individuals for PrEP
- Provide information about PrEP and explanation of the process
- Collect contact details and demographics of interested individuals
- Provide appointment scheduling
- Provide pre-appointment follow-up to reduce instances of no-shows
- Arrange transportation support (Lyft, Uber, etc.) when appropriate
- Conduct appointment follow-up

Client transportation assistance: \$8000/year

Communications (phones for navigator): \$1200/year

Parking: \$400/year

Budget Request:

University of Miami		
Salary and Fringe		
	Program Director	4187
	Medical Director	24545
	Nurse (APRN)	53340
	PrEP Navigator/Tester	69218
	Program Administrator	19506
Supplies		8579
Lab Tests		14025
Total - University of Mian	ni	193400
Subcontract - Prevention30	5	
Salary and Fringe		
	Outreach Director	14000
	Peer Navigator	33000
Client Transportation		8000
Communications		1200
Parking		400
Total - Prevention305		56600
Total Funds Requested		250000

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MIAMIBEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: July 31, 2019

SUBJECT: DISCUSSION REGARDING CREATING A CONNECTION BETWEEN OCEAN DRIVE AND LINCOLN ROAD THROUGH ESPANOLA WAY

HISTORY:

A referral to the Finance and Citywide Projects Committee was placed on the June 5, 2019 City Commission agenda, regarding the creation of a connection between Ocean Drive and Lincoln Road through Espanola Way.

ANALYSIS:

At the June 5, 2019 referral, Commissioner Arriola referenced the Betsy Hotel alleyway as having received worldwide accolades for its creative placemaking. He requested that the Finance and Citywide Projects Committee take the next step and consider linking Ocean Drive through the Betsy Hotel alleyway to Espanola Way, through the Drexel Avenue neighborhood greenway, and finally to Lincoln Road, creating a long, fluid pedestrian pathway which would link the City's major economic engines. Such a public infrastructure enhancement would also serve to activate the 200-400 blocks of Espanola Way (between Collins Avenue and Washington Avenue) that have remained underlit. By positively activating these blocks, it is anticipated to prevent crimes like the recent one that occurred during Rolling Loud.

Some of the short term options discussed within the department of Public Works is making the area of Espanola Way from Washington to Collins Avenue more pedestrian friendly by improving street lighting, wrapping the existing coconut trees with decorative lighting, similar to Washington Avenue, installing street pavers and even the possibility of projecting art onto the walls of existing buildings. Preliminary estimates for some of the short term considerations as follows:

Replacement of mainstream pedestrian lighting with LED's, \$6,000 Wrapping of Coconut trees with decorative lighting, \$2000 Road asphalt removal and installation of standard brick paver, \$200,000 Projection of Art is being considered and would be funded by the Washington Avenue Business Improvement District.

CONCLUSION:

The following is presented to the members of the FCWPC for discussion and further direction.

MIAMIBEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: July 31, 2019

SUBJECT: DISCUSSION ON MIAMI BEACH SENIOR HIGH SCHOOL CROSSING

MORNING SAFETY

KEY INTENDED OUTCOME:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

HISTORY:

Miami Beach Senior High School has a current enrollment of approximately 2,500 students. The school drop-off for parents is on the east side of Prairie Avenue between Dade Boulevard and the 2500 block of Prairie Avenue. All school bus operations occur from the school bus loop accessible from Dade Boulevard. Over the past years, the City has reviewed operations during morning drop-off hours and afternoon pick-up hours to assess congestion, safety, and identify improvements to the area.

Prairie Avenue is an urban collector under the jurisdiction of the City; however, by Miami-Dade County Home-Rule Charter, all traffic control (signalization, signage, and pavement markings, including school signage and flashing beacons) is under the jurisdiction of Miami-Dade County. Currently, there is signage on Prairie Avenue to warn drivers of the school zone limits and speed; however, there are no school zone flashing beacons on Prairie Avenue. During the morning drop-off hours, Prairie Avenue experiences significant congestion which impacts driver behavior and pedestrian safety.

In 2018, a member of the school's Parent/Teacher/Student Association (PTSA) submitted a request to the City regarding addressing safety concerns during morning drop-off and afternoon pick-up as well as the poor condition of the pavement on Prairie Avenue following a recent roadway construction project. In addition, the PTSA member requested that school zone flashing beacons be installed on Prairie Avenue to enhance the school zone. In response to this request, the City's Office of Capital Improvements Projects completed the milling and resurfacing of Prairie Avenue from 34th Street to Dade Boulevard which addressed the concerns with the pavement condition. Further, the City's Transportation Department completed the installation of pedestrian flashing beacons at the intersection of Prairie Avenue and 23rd Street in the summer of 2018 to improve safety for students crossing Prairie Avenue. In an effort to improve the drop-

off and pick-up operations for Miami Beach Senior High School, the City's Transportation Department coordinated with the County to upgrade the current school signage and drop-off zone signage (see Attachments A and B). In addition, the City's Police Department has allocated resources to assist with traffic management during the morning drop-off period at the school.

In 2016, the Florida Department of Transportation (FDOT) published new design standards for school zones requiring flashing beacons for all roadway approaches. As a result of coordination with residents and following a site visit during the morning drop-off period, City staff submitted a request to the County for installation of upgraded school zone flashing beacons at Miami Beach Senior High School. In April 2018, County staff advised that it does not have a long-term plan or the resources to upgrade flashing beacons for all 800 schools maintained by Miami-Dade County.

Based on the County's response, in April 2018, the City's Transportation Department submitted an application to FDOT for Transportation Alternatives Program (TAP) federal grant funding for pedestrian safety enhancements in the vicinity of Miami Beach Senior High School. As part of the grant application, City Transportation Department staff identified various improvements to enhance pedestrian connectivity and safety along the corridors adjacent and connecting to Miami Beach Senior High School. The recommended improvements include school zone speed limit flashing beacons on Dade Boulevard and Prairie Avenue, restriping of existing crosswalks, and additional signage improvements.

On June 21, 2018, the Miami-Dade Transportation Planning Organization (TPO) approved Resolution # 30-18 approving the 2018 TPO Program Priorities. The Miami Beach Senior High School Pedestrian Enhancements Project was included in the priorities list and approved for funding. The total federal funding awarded to the City's project is \$218,794. Of this amount, approximately \$190,000 will be used to fund the Dade Boulevard school zone beacons and related improvements, and \$30,000 will be used to fund the Prairie Avenue school zone beacons and related improvements. The federal grant funds are programmed for construction in State Fiscal Year 2024 (which begins on July 1, 2023).

ANALYSIS:

Since the award of the grant, City staff has had various discussions with FDOT to look for ways to advance the grant funds in order to expedite the project. Given that the grant award does not include funds for design, FDOT stated that it cannot approve advancing construction funds at this time until the design has commenced. The City will be commencing design in October 2019.

The installation of flashing beacons and other safety improvements on both Prairie Avenue and Dade Boulevard are important to enhance pedestrian safety in the vicinity of Miami Beach Senior High School. Given the urgency to improve pedestrian safety particularly on Prairie Avenue, the City believes that waiting until 2023 to begin the installation of the proposed school zone beacons on Prairie is not a viable option in terms of addressing the school's and the community's present safety issues, thus, the City has explored two options to potentially advance the installation of the Prairie Avenue improvements:

1. Use city funds to pay for the installation of the school zone beacons and subsequently request

reimbursement from FDOT once the grant funds become available in 2023. To ensure the City is reimbursed in 2023, FDOT advised that the City would need to comply with the state's Local Agency Program (LAP) process. However, given the complexity of the LAP process in terms of the design process, interagency agreements, procurement requirements, and construction documentation required, it is anticipated that the time saving associated with this option would be negligible and installation of the beacons would likely occur in 2022 at the earliest.

2. Use city funds to expedite the installation of the school zone beacons without following the LAP process. Under this option, the installation could be advanced to January 2020. The cost to the City for design and construction of the school zone beacons on Prairie Avenue would be approximately \$30,000; however, under this option, the City would forego this portion of the grant funds. Should the FCWPC recommend this option, the installation would be funded from the Transportation Department's FY 2019/20 operating budget.

CONCLUSION:

Given the urgency to enhance the safety of the school zone on Prairie Avenue in the vicinity of Miami Beach Senior High School, the Administration recommends moving forward with option 2 above. The Transportation Department's FY 2019/20 operating budget can accommodate the \$30,000 cost of installing two 15MPH school zone beacons on Prairie Avenue.

ATTACHMENTS:

	Description	Туре
D	Attachment A	Other
D	Attachment B	Other

ATTACHMENT A



ATTACHMENT B



MIAMIBEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: July 31, 2019

SUBJECT: DISCUSSION REGARDING A NEW LEASE AGREEMENT BETWEEN THE MIAMI BEACH REDEVELOPMENT AGENCY (LANDLORD) AND CRUISE & TOURS CENTER, LLC D/B/A ADMIRAL CRUISE & TRANSPORTATION (TENANT) FOR APPROXIMATELY 721 SQUARE FEET OF GROUND FLOOR RETAIL SPACE AT THE ANCHOR SHOPS GARAGE, LOCATED AT 100 16TH STREET, SUITE NO. 5, MIAMI BEACH, FLORIDA, FOR A PERIOD OF FIVE (5) YEARS

HISTORY:

The Miami Beach Redevelopment Agency (Landlord) and Mr. R Sports, Inc. were parties to a lease agreement for 100 16th Street, Suite 5, dated April 2, 2015. The lease term was for a period of approximately three and a half (3 ½) years and expired on October 1, 2018. Since that time, the retail property has remained vacant.

Pursuant to a Professional Service Agreement with the City, CBRE, Inc. provides real estate brokerage services for the Anchor Shops retail component and serves as the listing agent for the premises. CBRE contacted City staff to express interest in leasing the space on behalf of Cruise & Tours Center, LLC d/b/a Admiral Cruise & Transportation (Tenant).

Admiral Cruises is a Miami Beach-based travel company specializing in cruises, tours, transportation, and related services from Miami to the Bahamas. The company's office is currently located at 227 1st Street and the owners desire to relocate to the Anchor Shops.

The Tenant's financial statements, including profit & loss statements, balance sheets, and bank account statements, are attached as <u>Exhibit A</u> (Financial Statements).

Subsequent to negotiations, Tenant executed a letter of intent, attached as <u>Exhibit B</u> (Letter of Intent), containing the basic terms and conditions enumerated below.

Landlord: Miami Beach Redevelopment Agency ("RDA")

Tenant: Cruise & Tours Center, LLC d/b/a Admiral Cruise & Transportation

Personal Guaranties: The company's two owners, Oleksandr Grygoriv and Ieva Baliukeviciene, jointly

and severally, shall personally guarantee to the Landlord the full and faithful performance of all the obligations, duties, and liabilities of Tenant under the lease

Premises: 100 16th Street, Suite 5, Miami Beach, Florida 33139

Size: Approximately 721 rentable square feet

Term: Five (5) years

Renewal Options: None

Rent Commencement: The Rent Commencement Date shall be sixty (60) days following lease execution or upon completion of construction, whichever occurs sooner

Base Rental Rate: \$75.00 per rentable square foot, plus applicable sales tax

Annual Rent Increases: The base rental rate shall be increased by three percent (3%) annually

Lease Basis: Triple Net – In addition to the base rental rate, Tenant shall pay its proportionate share of the costs of real estate taxes, insurance, and maintenance expenses (currently estimated at \$10.00 PSF)

Payment at Lease Execution: Three (3) month's rent (comprised of first month's rent, last month's rent, and one (1) month security deposit)

Utilities: Tenant shall be responsible for the cost of its utilities and trash removal

Construction Allowance: Tenant shall accept the Premises in "as-is" condition

Signage: Tenant shall have the ability to install exterior signage above its space, subject to the approval of Landlord in its proprietary and regulatory capacities

Use: Travel agency, and the provision of related services, subject to certain limitations and prohibitions

Agency Disclosure: CBRE, Inc. represents the Landlord in this transaction and shall be paid a commission from the Landlord in the event a lease is mutually executed and delivered, in accordance with a listing agreement.

Conditions: The Letter of Intent is non-binding upon either party, and may be modified or withdrawn by the Landlord, without notice, at any time. Only a fully executed and delivered lease agreement, which shall be negotiated in good faith by both parties, shall serve as a binding agreement in this regard.

ANALYSIS:

Under the previous lease for this space, the tenant was paying a base rental rate of \$68.96 per square foot during the final lease year, plus operating expenses (on an NNN basis). The lease was subject to three percent (3%) annual increases during its 42-month term. The proposed lease for your consideration provides for a base rental rate of \$75.00 per square foot, with three percent (3%) annual increases. The proposed lease is on an NNN basis with estimated operating expenses of \$10.00 per square foot. The proposed rent structure is contained in the following chart:

Square Feet:	721						
Base Rent:	\$75						
Increases:	3%						
				PSF	Monthly	Annual	Total
	PSF	Monthly	Annual	Operating	Operating	Operating	Base Rent
<u>Year</u>	Base Rent	Base Rent	Base Rent	Expenses	Expenses	Expenses	& OEX
1	\$75.00	\$4,506.25	\$54,075.00	\$10.00	\$600.83	\$7,210.00	\$61,285.00
2	\$77.25	\$4,641.44	\$55,697.25	\$10.00	\$600.83	\$7,210.00	\$62,907.25
3	\$79.57	\$4,780.68	\$57,368.17	\$10.00	\$600.83	\$7,210.00	\$64,578.17
4	\$81.95	\$4,924.10	\$59,089.21	\$10.00	\$600.83	\$7,210.00	\$66,299.21
5	\$84.41	\$5,071.82	\$60,861.89	\$10.00	\$600.83	\$7,210.00	\$68,071.89
			\$287,092			\$36,050	\$323,142

A current rent detail for the existing five (5) retail/restaurant tenants at the Anchor Shops is contained in the chart below.

Tenant	Suite	Sq. Ft.	Rent	OEX	Total
Liquor Lounge	1	2,250			
Monthly			\$ 10,908.54	\$ 1,496.25	\$ 12,404.79
Annually			\$ 130,902.48	\$17,955.00	\$ 148,857.48
PSF			\$ 58.18	\$ 7.98	\$ 66.16
Vacant	2	2,697			
Monthly					
Annually					
PSF					
US Vintage	3	4,236			
Monthly			\$ 25,824.80	\$ 3,109.93	\$ 28,934.73
Annually			\$ 309,897.60	\$37,319.16	\$ 347,216.76
PSF			\$ 73.16	\$ 8.81	\$ 81.97
Mr. R Sports	4	2,884			
Monthly			\$ 8,636.91	\$ 1,917.86	\$ 10,554.77
Annually			\$ 103,642.92	\$23,014.32	\$ 126,657.24
PSF			\$ 35.94	\$ 7.98	\$ 43.92
Vacant	5	721			
Monthly					
Annually					
PSF					
Art Connection	6	721			
Monthly			\$ 4,070.60	\$ 529.34	\$ 4,599.94
Annually			\$ 48,847.20	\$ 6,352.08	\$ 55,199.28
PSF			\$ 67.75	\$ 8.81	\$ 76.56
Cubiche	7	7,130			
Monthly			\$ 35,299.68	\$ 5,234.51	\$ 40,534.19
Annually			\$ 423,596.16	\$62,814.12	\$ 486,410.28
PSF			\$ 59.41	\$ 8.81	\$ 68.22

Leasing Brokerage Commission

CBRE shall be paid a leasing commission pursuant to the Professional Services Agreement dated October 24, 2017 between the City and CBRE, Inc. for real estate brokerage services, as authorized by City Commission Resolution No. 20417-29988. Per the Professional Services Agreement, the City will be obligated to pay a commission fee equal to four percent (4%) of the gross aggregate base rent over the five

(5) years of the lease, as contained in the following chart.

Commission Calculation				
Aggregate Base Rent	Rate	Commission		
\$287,091.52	4.00%	\$11,483.66		

CONCLUSION:

The Administration recommends in favor of approving a new lease agreement with Cruise & Tours Center, LLC d/b/a Admiral Cruise & Transportation due to: 1) competitive rental rate and favorable lease terms, 2) Tenant's acceptance of the Premises in "as-is" condition and 3) reduced brokerage commission based only on one broker. The Administration seeks direction from the Finance and Citywide Projects Committee.

ATTACHMENTS:

	Description	Туре
D	Attachment A - Financial Statements	Other
D	Attachment B - Letter of Intent	Other

CRUISE & TOURS CENTER LLC Balance Sheet

As of July 19, 2019

	Jul 19, 19
ASSETS Current Assets Checking/Savings Chase 389668721	69,276.28
Total Checking/Savings	69,276.28
Other Current Assets Loan to Partners	354,480.33
Total Other Current Assets	354,480.33
Total Current Assets	423,756.61
Fixed Assets Accumulated Depreciation Furniture and Equipment	-485.00 524.30
Total Fixed Assets	39.30
Other Assets Rent Deposit	6,000.00
Total Other Assets	6,000.00
TOTAL ASSETS	429,795.91
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities Loan from partners	204,608.24
Total Other Current Liabilities	204,608.24
Total Current Liabilities	204,608.24
Total Liabilities	204,608.24
Equity Member 1 Equity Member 2 Equity Retained Earnings Net Income	-62,124.07 -173.74 93,389.99 194,095.49
Total Equity	225,187.67
TOTAL LIABILITIES & EQUITY	429,795.91

CRUISE & TOURS CENTER LLC Profit & Loss

January 1 through July 19, 2019

	Jan 1 - Jul 19, 19
Ordinary Income/Expense	
Income	
Services	504,264.41
Total Income	504,264.41
Cost of Goods Sold	
Contracted Labor	32,462,43
Cost of Goods Sold	8,778.00
Merchant Fees	80,468.73
Service Rendered	68,047.88
Total COGS	189,757.04
Gross Profit	314,507.37
Expense	
Automobile Expense	882.37
Bank Service Charges	209.25
Computer and Internet Expenses	484.54
Insurance Expense	14,565.03
License and Permits	0.00
Meals and Entertainment	241.86
Office Supplies	2,543.61
Parking and Tolls	6,772.06
Repairs and Maintenance	4,295.88
Supplies	83,881.29
Telephone Expense	406.59
Travel Expense	5,808.27
Utilities	321.13
Total Expense	120,411.88
Net Ordinary Income	194,095.49
Net Income	194,095.49

CRUISE & TOURS CENTER LLC Balance Sheet

As of December 31, 2018

	Dec 31, 18	Dec 31, 17
ASSETS Current Assets		
Checking/Savings Wells Fargo #8558557396	0.000.07	40.070.44
Wells Fargo Savings #2402434365	6,962.37 10,550.83	40,979.14 38,537.45
Total Checking/Savings	17,513.20	79,516.59
Other Current Assets Loan to Partners	9 442 20	0.440.00
Total Other Current Assets	8,413.30	8,413.30
	8,413.30	8,413.30
Total Current Assets	25,926.50	87,929.89
Fixed Assets Accumulated Depreciation	-485.00	-439.00
Furniture and Equipment	524.30	524.30
Total Fixed Assets	39.30	85.30
Other Assets Rent Deposit	6,000.00	6,000.00
Total Other Assets	6,000.00	6,000.00
TOTAL ASSETS	31,965.80	94,015.19
LIABILITIES & EQUITY Liabilities Current Liabilities Credit Cards		
Credit Card Bofa #4799	0.00	873.62
Total Credit Cards	0.00	873.62
Other Current Liabilities		÷
Loan from partners	873.62	0.00
Total Other Current Liabilities	873.62	0.00
Total Current Liabilities	873.62	873.62
Total Liabilities	873.62	873.62
Equity Member 1 Equity Member 2 Equity Retained Earnings Net Income	-62,124.07 -173.74 137,979.64 -44,589.65	-44,838.07 0.00 116,247.31 21,732.33
Total Equity	31,092.18	93,141.57
TOTAL LIABILITIES & EQUITY	31,965.80	94,015.19

CRUISE & TOURS CENTER LLC Profit & Loss

January through December 2018

Ordinary Income/Expense Income Merchant card 3rd Party Return and Allowance 441,958.56 311,700.68 311,700.68 311,700.68 311,700.68 311,700.68 311,700.68 311,700.68 311,700.68 311,700.68 31,25,280.42 1,144,801.06 1,144,801.06 1,144,801.06 1,144,801.06 1,144,801.06 1,144,801.06 1,203.09 7,47.00 1,47.00 1,47.00 1,47.00 1,47.00 1,47.00 1,47.00 1,47.00 1,47.00 1,48.00 1,688,635.64 1,688,635.64 1,688,635.64 1,688,635.64 1,662,037.90 1,282,566.70 1,688,635.64 1,602,037.90 1,282,566.70 1,602,037.90 1,282,566.70 1,602,037.90 1,282,566.70 1,602,037.90 1,282,566.70 1,602,037.90 1,282,566.70 1,602,037.90 1,282,566.70 1,602,037.90 1,282,566.70 1,602,037.90 1,282,566.70 1,602,037.90 1,282,566.70 1,602,037.90 1,282,566.70 1,602,037.90 1,282,566.70 1,602,037.90 1,282,566.70 1,602,037.90 1,282,566.70 1,602,037.90 1,282,566.70 1,602,037.90 1,282,567.00 1,602,		Jan - Dec 18	Jan - Dec 17
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Return and Allowance Services -1,716.00 1,325,280.42 -6,192.00 1,144,801.06 Total Income 1,765,522.98 1,450,309.74 Cost of Goods Sold Contracted Labor Merchant Fees 19,529.39 18,103.55 18,103.55 Service Rendered 30,318.06 24,480.45 24,480.45 1,068,635.64 Total COGS 1,662,037.90 1,282,566.70 1,662,037.90 1,282,566.70 1,282,566.70 Gross Profit 103,485.08 167,743.04 167,743.04 167,743.04 Expense Accounting Services Accounting Services 1,500.00 Advertising and Promotion 527.00 0,00 0,00 1,445.00 Advertising and Promotion 527.00 0,00 0,00 1,001.01 1,084.67 2,330.47 8,457.38 Bank Service Charges 1,001.01 1,084.67 1,001.01 1,084.67 2,399.98 Depreciation Expense 4,600 46.00 46.00 46.00 Donation 1,000.00 0,00 0.00 0.00 Insurance Expense 54,430.83 49,967.40 1,282,245 Leasing 27,732.88 23,367.26 23,367.26 Office Supplies 301.28 306.26 301.28 306.26 Office Supplies 301.28 306.26 301.28 306.26 Penalty 165.90 0,00 0.00 Professional Fees 50.00 37,070.00 0			
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Merchant Fees Service Rendered 19,529.39 30,318.06 24,480.45 24,480.45 Tours, Cruises & Tickets 1,408,056.61 1,068,635.64 Total COGS 1,662,037.90 1,282,566.70 Gross Profit 103,485.08 167,743.04 Expense Accounting Services 1,500.00 1,445.00 Advertising and Promotion 527.00 0.00 Automobile Expense 2,330.47 8,457.33 Bank Service Charges 1,001.01 1,084.67 Computer and Internet Expenses 1,010.01 1,084.67 Computer and Internet Expenses 46.00 46.00 Donation 1,000.00 0.00 Insurance Expense 54,430.83 49,967.40 Leasing 27,732.88 23,367.26 License and Permits 3,702.00 4,322.45 Meals and Entertainment 0.00 269.59 Office Supplies 301.28 320.76 Parking and Tolls 16,031.16 15,396.85 Penalty 165.90 0.00 Professional Fees 0.00 20.00 <th>Cost of Goods Sold</th> <th></th> <th></th>	Cost of Goods Sold		
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JPMorgan Chase Bank, N.A. P O Box 182051 Columbus, OH 43218-2051 June 01, 2019 through June 28, 2019 Primary Account: **000000389668721**

CUSTOMER SERVICE INFORMATION

 Web site:
 www.Chase.com

 Service Center:
 1-877-425-8100

 Deaf and Hard of Hearing:
 1-800-242-7383

 Para Espanol:
 1-888-622-4273

 International Calls:
 1-713-262-1679

00188814 DRE 021 210 18019 NNNNNNNNNN 1 000000000 64 0000 CRUISE & TOURS CENTER, LLC DBA ADMIRAL CRUISE & TRANSPORTATION 227 1ST STREET SUITTE 3 MIAMI BEACH FL 33139-7331



CONSOLIDATED BALANCE SUMMARY

Δ	S	S	F.	TS.

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Platinum Business Checking	000000389668721	\$9,558.58	\$69,276.28
Chase Business Premier Savings	000003779770057	10.04	10.04
Total		\$9,568.62	\$69,286.32
TOTAL ASSETS		\$9,568.62	\$69,286.32

CHASE PLATINUM BUSINESS CHECKING

CRUISE & TOURS CENTER, LLC

DBA ADMIRAL CRUISE & TRANSPORTATION

Account Number: 000000389668721

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$9,558.58
Deposits and Additions	61	295,483.42
Checks Paid	28	-14,448.15
ATM & Debit Card Withdrawals	8	-709.02
Electronic Withdrawals	31	-212,075.32
Other Withdrawals	2	-8,515.50
Fees	1	-17.73
Ending Balance	131	\$69,276.28

Your account ending in 0057 is linked to this account for overdraft protection.

777 Brickell Avenue

305 374 1000 Tel

www.cbre.com

paco.diaz@cbre.com danny.diaz@cbre.com patxi.diaz@cbre.com

jonah.twist@cbre.com

Suite 1100 Miami, FL 33131

The Diaz Team

Paco Diaz Patxi Diaz

Senior Vice President Senior Associate

Danny Diaz

Jonah Twist

Vice President

Associate

CBRE, Inc. Brokerage Services Retail

July 19, 2019

Kristyn Jones Bahamas 4 Fun 227 1st Street. Suite #3 Miami Beach, FL 33139

RE:

Cruise & Tours Center, LLC d/b/a Admiral Cruise & Transportation @ 100 16th St, Miami Beach, County of Miami-Dade, State of Florida

Dear Ms. Jones:

I wish to take this opportunity to convey the interest of The City of Miami Beach (Landlord), in leasing space in the above Project to **Oleksandr Grygoriv & leva Baliukeviciene** (Co-tenants).

This letter summarizes our recent discussions to lease the above property; it is not intended to be contractual in nature, but only expresses the basis upon which we wish to continue discussions.

This letter is intended to outline initial terms for consideration only and is no manner intended to obligate any party contractually and no such obligation shall arise unless/until a mutually satisfactory lease agreement is fully executed by, and delivered to, all parties.

Subject to final approval of the Landlord and execution of a mutually agreed upon Lease, I believe the Landlord would be willing to continue discussions under the following terms and conditions:

1) Landlord: City of Miami Beach

2) <u>Tenant:</u> Entity name: <u>Cruise & Tours Center, LLC D.B.A. Admiral Cruise &</u>

Transportation

3) Premises: ±721 square foot Premises located at 100 16th St, in the City of Miami Beach,

State of Florida.

4) Lease Term: The term of this Lease shall be for a period of five (5) years.

5) <u>Commencement</u> The Lease Commencement and Tender date will be date Landlord delivers the

Premises to Tenant with Landlord's works substantially complete, if applicable. The Rent Commencement Date will be; 1) the earlier of sixty (60) days from

Tender Date; or 2) the date any portion of the Premises opens for business.

6) Options: N/A

Dates:

7) <u>Minimum Rent</u> Schedule:

Initial Term				
Year(s)	Annual Rent/SF	Annual Rent		
1	\$75.00	\$54,075.00		
ent to increase 3	3% per year during the Le	ease Term.		
	Option Term			
Year(s)	Annual Rent/SF	Annual Rent		
N/A	N/A	N/A		

8) Sales Tax:

Tenant shall pay the applicable sales tax (currently at 6.7% in Dade County).

9) Prepaid Rent:

Tenant shall be required to pay the first month's gross rent in the amount of \$5,449.26, which shall be due upon lease execution.

10) Security Deposit:

The amount of \$10,898.52 (subject to Landlord's review of Tenant's financials and credit report) shall be due on execution of the Lease documents, in addition to first month's rent.

11) NNN:

Tenant shall pay its pro rata share of Real Property Taxes, Property Insurance and Common Area Maintenance for the Project. Tenant's pro rata share shall be determined based upon the ratio of Tenant's floor area to the total floor area of all the retail space in Landlord's Parcel (to be further clarified in the Lease). Current estimate for NNN Costs are \$10.00 per square foot.

12) Utilities:

Tenant shall pay for all utilities within the Premises.

13) Delivery Conditions:

Tenant shall accept the Premises in "As-Is" condition with no Landlord Work.

14) <u>Tenant Improvement</u> Allowance:

N/A

Rental Abatement:

During month 2 of the Lease Term ("Abatement Period"), Tenant shall be permitted to pay none of the monthly Minimum Base Rent of \$4,506.25 that otherwise would be due. Tenant shall be required to pay all Additional Rent and Sales Tax during this Abatement Period. To be future defined in the lease.

16) Tenant's Work:

15)

All work performed by Tenant to build out their Premises is at Tenant's cost and expense. Tenants work is subject to Landlord's review and approval of Tenants plan and specifications, which shall be drawn by a licensed architect if a building permit is required. All of Tenants works shall be performed by licensed contractors and in accordance with all applicable codes.

17) <u>Maintenance &</u>
<u>Repair:</u>

Landlord shall be responsible for all repairs to the foundations and for all structural components of the Project. Tenant's obligation for repairs, replacements and maintenance shall include, but not be limited to, its equipment; fixtures; improvements; floor covering; the exterior and interior portions of all doors, door locks, security gates, and windows; plumbing and sewage facilities not Landlord's obligation; walls; ceilings; and all plate glass; all electrical systems and equipment; plumbing, mechanical equipment; heating, ventilating and airconditioning machinery. Additionally, Tenant shall maintain and keep in good repair, all heating and air-conditioning equipment. Tenant further agrees to regularly service said machinery and change the filters in the air-conditioning system in the Premises through a monthly filter and equipment service contract.

18) Assignment & Tenant shall not assign the lease or sublet the Premises without the prior written consent of Landlord, which consent may be withheld at the sole and absolute

discretion of the Landlord.

19) Permitted Use: Tenant shall use the Leased Premises solely for the purpose of the Cruise &

Tours Center, LLC d/b/a Admiral Cruise & Transportation as a Travel Agency.

20) Exclusive Use: N/A

21) Percentage Rent: N/A

22) Sales Reporting: N/A

23) Operations: Tenant agrees that on Rent Commencement Date, it will open and continuously

operate the entire Premises to the public, fully fixtured, staffed and stocked.

24) Tenant's Signage: Per Shopping Center's Sign Criteria and approval of all necessary Governmental

agencies.

25) Tenant Financials: This proposal is subject to Landlords review and approval of Tenant's financial

statements.

Guarantor(s):

Personal guaranty by all owners and spouses.

27) Expiration: This offer expires on July 19, 2019 at 5:00 pm EST. Should the Tenant accept

this offer, then Landlord shall prepare a lease document incorporating the

provisions herein and other such provisions acceptable to both parties.

28) Brokers: Danny Diaz, Patxi Diaz and Jonah Twist with CBRE, INC. represents the

Landlord in this transaction. Landlord shall pay a commission in accordance with

the Listing Agreement.

29) Lease Form: Landlords Lease form.

The provisions of this letter are for discussion purposes only. This letter is not a contract or a promise to perform, and the parties acknowledge that they have not set forth the essential terms of an agreed-upon transaction. The parties hereto shall not be bound by the terms of this letter, and no liabilities or obligations shall arise pursuant hereto, and no party has the right to detrimentally rely on the statements set forth herein or on the verbal and written negotiation conducted herewith, it being intended that only a subsequent formal agreement, which specifically states its binding intent, if duly executed by both parties, will bind the parties on any matter described herein. Furthermore, prior to entering into a formal agreement, appropriate governmental regulatory, corporate and senior management approvals must first be obtained by all parties hereto, including but not limited to approvals of legal counsel.

Tenant agrees that during the negotiation of this transaction, Tenant will negotiate in good faith and will not engage in negotiations with other Landlord's for other Premises.

Should this proposal be acceptable to Tenant, please execute where indicated below and return the fully executed copy to me. Please feel free to contact me if you have any questions or comments.

Sincerely,

Danny Diaz Vice President

CBRE, Inc.

777 Brickell Avenue, Suite 1100

Miami, FL 33131

AGREED AND ACCEPTED

TENANT

PLEASE PROVIDE TENANT ENTITY

(AND I BALI UKEVICIENE