NORTH MIAMI
FLORIDA
776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and Council Members

From: Alberto Destrade, Purchasing Director

Date: February 2, 2016

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER AND INTERIM CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LOOK ADVERTISING LLC, TO FURNISH AND INSTALL WASTE DISPOSAL BINS WITH ADVERTISING BOARDS, WITHIN DESIGNATED RIGHT-OF-WAY LOCATIONS INDICATED IN THE ATTACHED LIST, PURSUANT TO SECTION 337.408(2), FLORIDA STATUTES (2015), AS AMENDED FROM TIME TO TIME, AND SECTION 5-1502K OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

RECOMMENDATION

Staff is requesting that the Mayor and City Council authorize the Interim City Manager and Interim City Attorney to negotiate and execute an agreement with Look Advertising LLC, to furnish and install waste disposal bins with advertising boards, within designated right-of-way locations attached hereto, in accordance with Section 337.408(2), Florida Statutes, as amended from time to time, and Section 5-1502K of the City's Land Development Regulations.

BACKGROUND

Our office received a proposal from Look Advertisement LLC, requesting approval to install waste disposal bins with advertising boards at various locations throughout the City. Pursuant to Section 337.408(2), Florida Statutes and Florida Administrative Code Chapter 14-20, local governments are granted the authority to consider and authorize the installation of these type of advertising bins within rights-of-way located within their boundaries.

In response to Look Advertisement's proposal, staff has evaluated and agreed upon twelve (12) potential locations for the installation of the proposed bin boards, all of which are located within the City's boundary, subject to review and approval by City Council (see attached list). The company has also agreed to install and designate one of the bins to be used by the City, at no charge, for public service announcements and/or advertisements.

TERMS AND CONDITIONS

The proposed terms and conditions of this contract include, but are not limited to, the following:

1. The company would pay the City an initial fee of $1,000 per bin for the first year of the contract (a total of $11,000 for the first year, if all bins are installed). The annual fee would then increase by 5% for each additional year.

2. The initial term would be for five (5) years, with an option to renew for an additional five (5) years.

3. The company would be solely responsible to furnish all labor, materials and equipment necessary to install and maintain the proposed advertising bins for the duration of the contract.

4. The company would be responsible for complying with all applicable building codes, as well as all applicable Federal, State, County and City regulations and securing the necessary permits and approvals prior to installation of its advertising bins.

5. The company may request the City's approval to install additional advertising bin boards upon completion of the first year of the contract.

6. The City reserves the right to request the relocation of any bins, as it deems necessary for the public's safety and convenience. The cost of relocation shall be at the sole expense of the company.

The company has previously entered into agreement and installed these advertising bins within other municipalities, including most recently at the City of North Miami Beach (see attached agreement).

ATTACHMENTS
Resolution
Look Advertising LLC – Proposal
City of North Miami Beach – Look Advertising LLC Agreement
List of Proposed Ad Bin Locations

Bin Boards Proposal

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The City's New Income Source

Look!

OUTDOOR MEDIA

Introduction

Look Advertising, LLC, is a U.S. subsidiary of its international company with more than 20 years of experience in design, construction, installation and maintenance of billboards, bridge banners, building wraps, highway signs, bus banners and bin boards.

The legislation permits cities to directly contract the fabrication and installation of local street furniture like this one.

Look Advertising, LLC would like to present to the City with the following proposal:

OBJECTIVE

The main objective of this project is to ***reverse an expense into a profit*** replacing old or adding new trash bins through this new system, without generating any cost to citizen on a ***quality and architecturally friendly designed device.***

This goal will benefit the City by:

1. Avoiding the expensive annual costs of replacing and maintain the existing garbage bins.
2. Giving the City a new constant source of income, provided by the advertisements on these bin boards.
3. Giving the local authorities ways to directly connect with the community with specific devices, strategically located throughout the city.
4. ***The possibility of establishing a recycling program clearly identifiable and differentiated.***

Ultimately, Look Advertising's Bin Boards will be able to provide the city with a new source of income and a unique and effective way to reach their local communities in addition to eliminating costs for trash bin maintenance.

A new ***constant source of income to the City***, provided by the advertisements on these trash bin boards. The amount of money that the City will receive for each trash bin board annually is as follows;

a) One Thousand Dollars ($1,000.00) per bin board on the first year of contract.
b) One Thousand Dollars ($1,000.00) plus Five Percent (5%) of interest per each bin board every year for the remaining time of contract.

Illustrative images, City Views and Tech Specs

The City's New Income Source

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Look Advertising LLC.
1035 NE 125 St, Suite 303, North Miami, Florida 33161, Ph:786 871-Look (5665)

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Before

After

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City of North Miami Beach

City Campaigns

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City of West Miami Views

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City of Hialeah gardens Views

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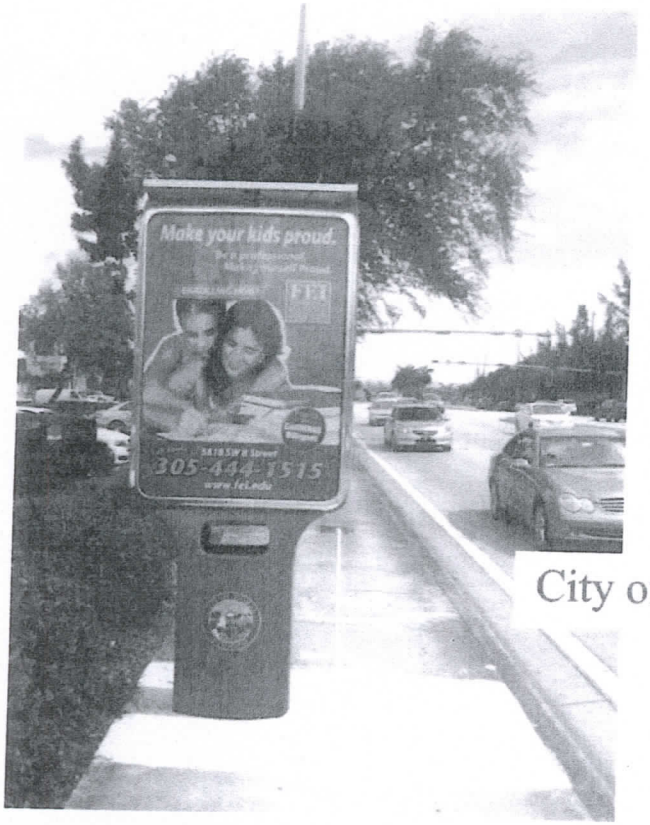

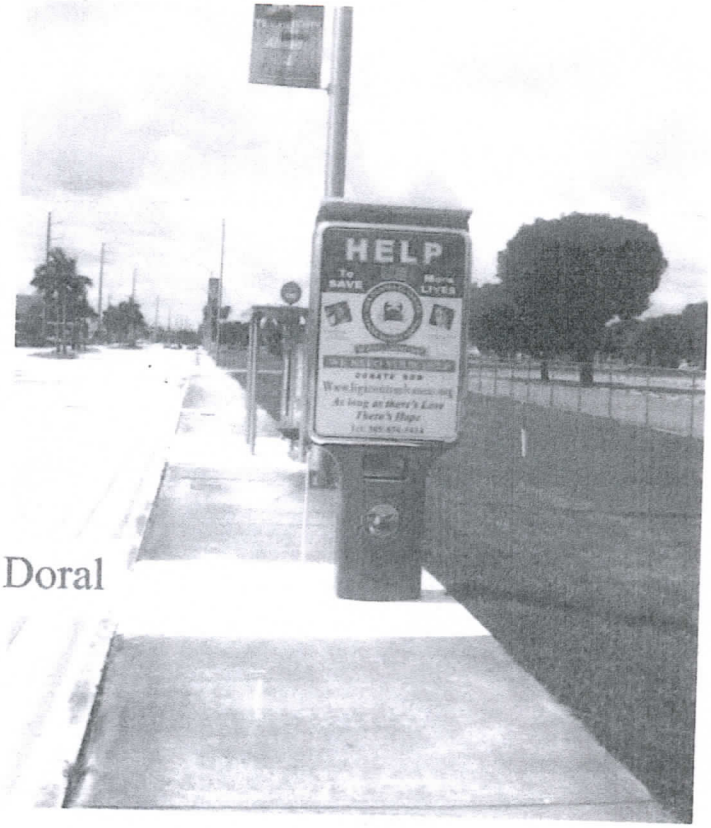

City of Doral

City of Sweetwater

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Detail, elevation & side view

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Pictures only for Illustrative purposes

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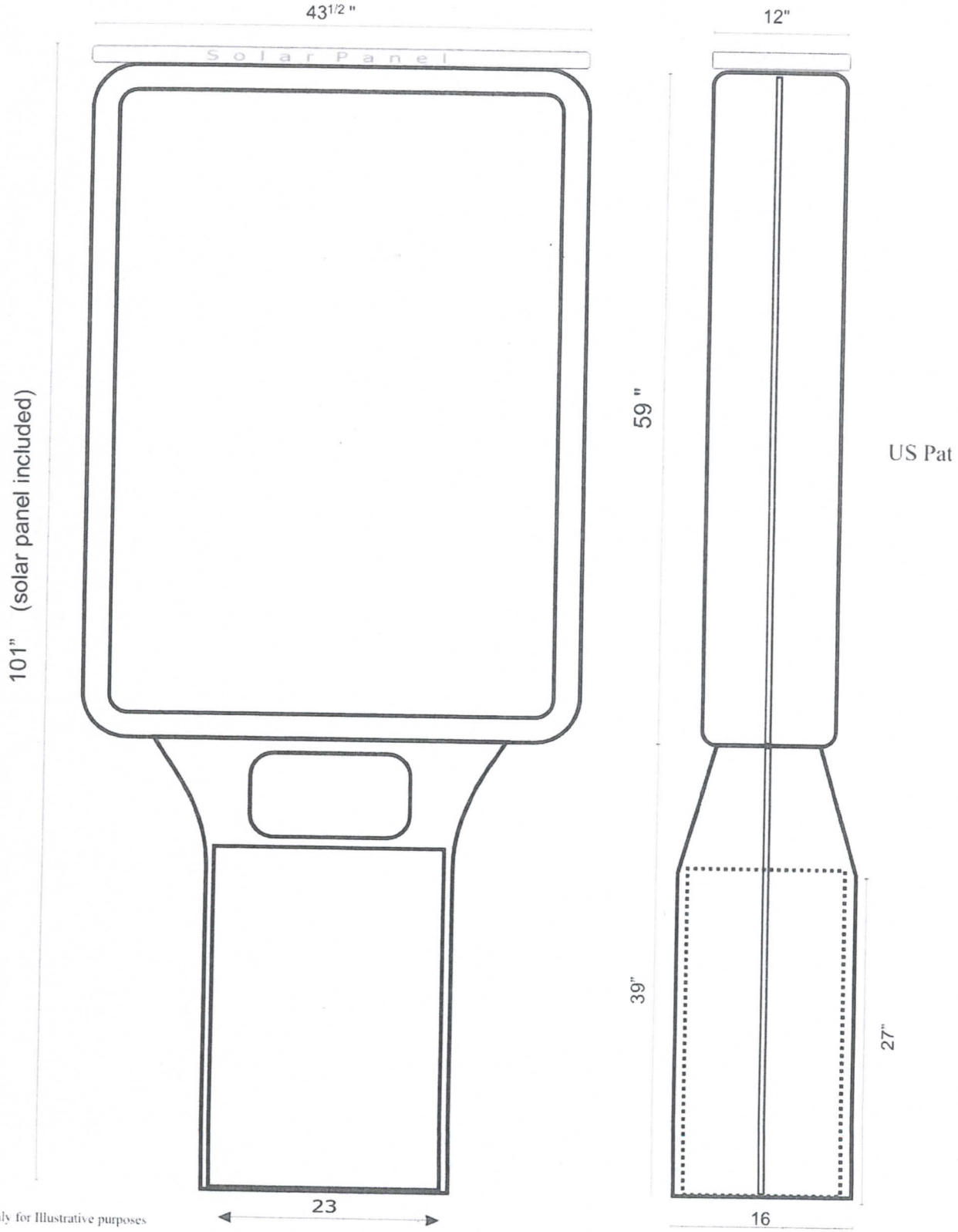
Detail Elevation & Side Measurements



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Pictures only for Illustrative purposes

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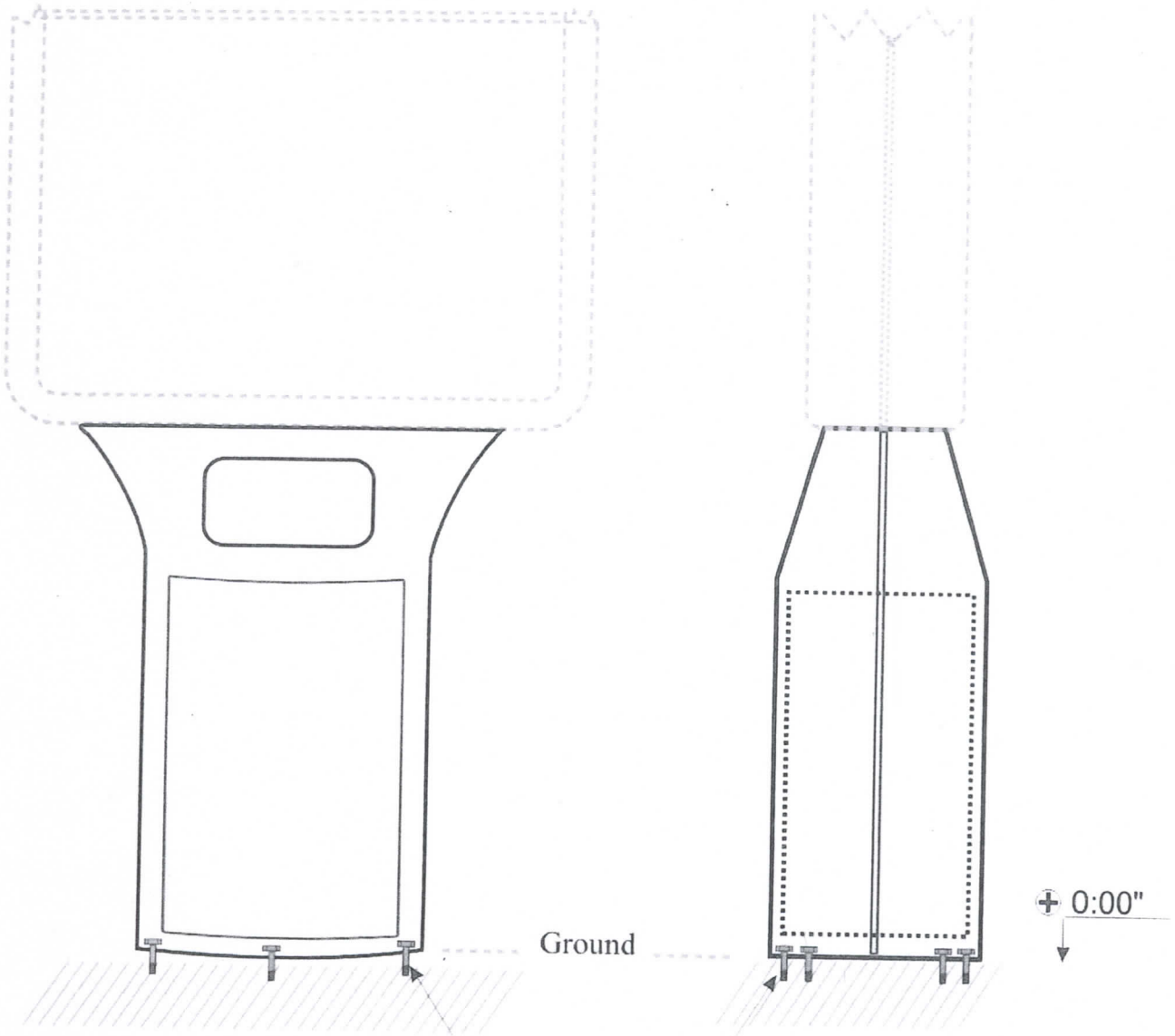
Detail: Ground Mounting



Base attached by bolts to concrete foundation
according to safety structural calculations

These drawings are only for example purposes, and they can be changed for special requirements of Public Works.

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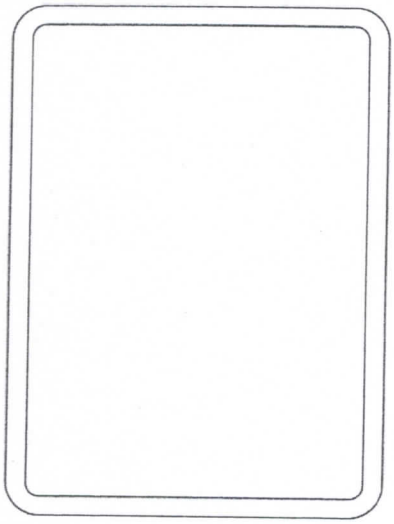
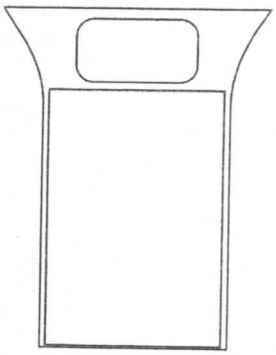
Detail: Endbill of Materials, Front & Rear



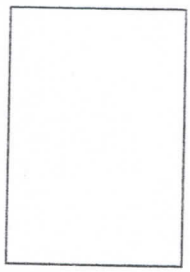
Billboard: Fiberglass marine grade made
Non corrosive
Metalic interior frame, polished

Backlight: Transparent acrilic, with interior image support for easy replacement.



Lightning: 12V led lights, battery operated
Solar Panel energy auto recovery system.

Support: Sheet metal = 3/16 fabricated and welded, painted with epoxi.
Trash bin door (on one side)



Trash bin: Plastic, abuse proof

Look Advertising LLC.
1035 NE 125 St, Suite 303, North Miami, Florida 33161, Ph:786 871-Look (5665)

AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI BEACH
AND
LOOK ADVERTISING LLC.

This agreement is made and entered into this 19 day of MARCH, 2014 by and between the City of North Miami Beach, a municipal corporation with principal offices located at, 17050 NE 19th Avenue, FL 33162 (The CITY) and Look Advertising LLC, a Florida Limited Liability Company, with principal offices located at 1035 NE 125 St. Suite 300, North Miami, FL 33161 (CONTRACTOR)

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS

The contract documents consist of this agreement, drawings, specifications, all addenda issued prior to, and all modifications issued after execution of this agreement, and all are incorporated by reference as a part of the agreement.

2. TERM

The initial Term of this agreement shall be five (5) years beginning on the date this agreement is fully executed by both parties. This agreement may be renewed for three additional five (5) year periods only, if the Contractor is not in default under any provision of this agreement. Contractor shall exercise these options to renew by delivering a written request to the City Manager no later than 90 days prior to the expiration of the then current term.

Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the City against any loss pertaining to this termination. Contractor acknowledges and agrees that the dollars (00.00) of the compensation to be paid by City, the receipt and adequacy of which is hereby acknowledged by Contractor is given as specific consideration to Contractor for City's right to terminate this Agreement for convenience.

By Contractor, with sixty (60) days of written notice to the City in which event the contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination.

3. THE WORK

Contractor shall perform all work for the City as required by the contract documents as set forth below:

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a) Contractor shall furnish all labor, materials, and equipment necessary to install and maintain the Advertising Bin Boards (Ad Bins) at public sidewalks within the city limits.

b) Contractor shall have the exclusive right to construct, erect, install, repair, change and maintain the Advertising Bin Boards with no cost to the City, and place such Ad Bins at locations on public property or within the public right-of-way approved by the City. The Ad Bins shall remain the sole property of the Contractor and may be removed within ninety (90) days of termination of this agreement. Upon termination of this agreement, the Contractor shall no longer possess the right to maintain, operate or install Ad Bins within the city. The City has approved placing and/or replacing Ad Bins at the locations set in Exhibit <A> to this agreement. Placement of Ad Bins at additional Locations is subject to the approval and or direction of the City. All locations and Ad Bins installations must conform to federal, state, county and municipal Laws, ordinances and rules and regulations, including but not limited to the Americans With Disabilities Act, and have the approval of the City prior to installation of Ad Bins in accordance with the provisions of this Agreement. Contractor shall have the sole responsibility, at its sole cost expense, to obtain all necessary local, county, state and federal permits. Only one Ad Bin is permitted in any location spot, unless the City determines that it is necessary to have more than one device at a location. There shall not be an advertising bus bench allowed at the same location spot as a permitted Ad Bin site. It is not the intent of the City to allow unrestricted advertising.

c) All Ad Bins shall be constructed of top grade materials and conform to the Florida Building Code as well as all applicable state, county and municipal codes, as described in the specifications and model as set as forth in exhibit <B>, to this agreement, attached hereto and incorporated herein as if set forth in full. It is the intent of Contractor to install solar illuminated ad panels in the ad Bins. However, in the event of technical or physical conditions that prevent adequate illumination, the Contractor may install AC electrical current to adequately illuminate said Ad Panels in said Ad bins. Contractor shall obtain all necessary permits for all Ad Bins construction. However, The City shall cooperate with the Contractor on permitting to the fullest extent possible and in accordance with the Florida Building Code and state statutes.

d) Contractor shall install the Ad Bins at the locations specified in Exhibit <A>. Contractor shall install a minimum of five Ad Bins per month.

e) Contractor shall at its sole expense maintain all such Ad Bins in good and serviceable condition during the entire term of this agreement. This includes emptying of trash from the Ad Bins. Each Ad Bin associated Pad shall be routinely visited for maintenance and shall be power washed as needed however on a minimum of one time per year. The City reserves the right to periodically inspect such Ad Bins to determine their condition. Contractor shall remove, replace or recondition, to the satisfaction of the City, any Ad Bins which the City determines are not at an approved location or no longer in good or serviceable condition. In the event of systematic destruction of some Ad Bins, Contractor may change the spot location prior of written authorization by the City. If the City inspects and determines that an Ad Bin is in need of cleaning or maintenance, City shall notify Contractor who shall perform maintenance within two (2) business days.

f) Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall

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comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall all times have a competent field supervisor on the job site to enforce these policies and procedures at the contractor's expense.

g) Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

h) Contractor shall comply with any and all federal, state, and local laws and regulations now in effect or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

4. REPAIR / REPLACE / REMOVAL

In the event the City shall determine that an Ad Bin should be repaired or replaced, or constitutes restricted advertising in the City's sole opinion, or that a shelter does not comply with this Agreement, it shall give the contractor notice, identifying the exact location of the Ad Bin and corrective measure to be taken.

a) Contractor shall repair, replace, remove the Ad Bin or take corrective measures specified by City within three (3) business days of receipt of such notice.

b) In the event the City determines that a particular Ad Bin or advertisement within constitutes a hazard to persons, pedestrians, property or vehicular traffic or seriously disrupts the public right-of-way, the City shall notify Contractor who shall remove the Ad Bin device or advertisement immediately upon receipt of notice, but not longer to three (3) business days from receipt of written notification.

c) In the event Contractor fails to repair, replace or remove the Ad Bin within the above-specified period, the City shall have the right to repair, replace or remove and store the Ad Bin device at the expense of Contractor.

d) If an Ad Bin is to be removed under this provision, it may be moved to another location at the direction of the City.

e) Upon termination Contractor shall have ninety (90) days to remove Ad Bins. Upon expiration of this period the City has the option of to remove and store the Ad Bin devices at Contractor expenses. After ninety (90) days storage the City shall have the option to dispose of them at Contractor's expense.

5. MAINTENANCE

It will be the contractors responsibility, at Contractor's expense, to maintain the Ad Bin devices, removing and replacing those damaged that requires a higher maintenance job that cannot be made at the site.

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6. REPAIR / REPLACEMENT OF PUBLIC /PRIVATE PROPERTY

Contractor shall repair or replace all structures or facilities on public or private property, which may have been damaged during construction, operation or removal of Ad Bins owned by Contractor. The work shall include but not be limited to sidewalks, driveways, posts, poles, walls, fences, gates, footing, trees, scrubs, lawns, sprinklers, curbs, gutters, utilities (both overhead and underground), manholes, catch basins, inlets, parkways, parkway drains, street surfaces, and landscaping in the parkway areas. The work shall include furnishing and replacing planting soil, trees, shrubs, grass sod and other ground cover planting as required to conform to the original surface condition and cross-section as specified, and cleanup removal of all surplus materials, rubbish and trash of every nature remaining after the construction has been completed. Contractor further agrees to repair or replace public or private property in a manner acceptable to the City. All repairs and replacements shall incorporate materials and methods similar to those used in the original structure, unless otherwise specified. This section shall survive termination of the Agreement.

7. RELOCATION OF AD BIN DEVICES

In the event of changes in street design or right-of-way or changes the City deems necessary for the public health, safety, welfare and convenience, or changes in demographics which materially affect the pedestrian and vehicular traffic flow at or near the Ad Bins established in connection herewith, the contractor at the City's written request, shall relocate a designated Ad Bin to another location at the direction of the City. The expense in connection with such relocation shall be borne by Contractor, and Contractor shall act expeditiously in order to relocate such Ad Bin devices, and in the event that a change of street design or right-of-way location shall require the relocation of an Ad Bin, Contractor shall coordinate its work with the contractors or other personnel performing labor in connection with the change of street design or right-of-way location in order to accomplish the relocation expeditiously and without interference to the work in connection with the relocation of streets or right-of-way. Contractor shall not place, remove or relocate Ad Bins unless directed to do so in writing by the City.

8. ADVERTISING

Contractor shall be authorized to sell and install professionally designed, commercial advertising to be placed on the Ad Panels of the ad Bins devices as set forth in Exhibit <A>. Provided, however, tobacco, firearms, massage parlors, adult book stores, adult theaters, adult escort services and pornographic or obscene matters are prohibited. It shall be the right of the City to determine compliance with this paragraph and whose decisions on these matters shall be final. All advertising signs shall have a maximum size of forty-eight (48) inches by sixty-nine (69) inches.

Contractor shall provide space for City sponsored advertising messages on a space available basis. In the event space is available for City sponsored advertising messages, Contractor shall provide the City with one (1) advertising panel, per month, for each ten (10) Ad Bin locations that are in place from time to time. In no event shall a paying customer be removed from an ad space that the City wants to utilize for City messages. Contractor shall not be responsible for paying for public service message material. The

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City shall provide all necessary materials at its sole cost. However, Contractor, will install at no additional cost to the City, such public service advertisements within a reasonable time after said advertisements are provides to Contractor for installation.

9. AD BIN IDENTIFICATION

Each Ad Bin Device shall be identified within a device number, the name of Contractor and an 800 or local telephone number

10. TELEPHONE SERVICE

Contractor shall have during working hours personnel to answer the phone when citizens call concerning Ad Bin Devices. A log of complaints about devices, including the subject of the complaint and the action taken shall be kept and made available upon City's request.

11. AVAILABILITY

Contractor shall maintain an office in Miami-Dade County or Broward County and shall within ten (10) days of award of contract provide with the name, address, phone, and fax number of local supervising employee whom City may contact on a 24 hour Basis.

12. CONSENT OF PROPERTY OWNER

In the event the proposed location or removal of the Ad Bin device is on private property or on property owned by a government agency other than the City, Contractor shall provide written consent from the property owner or governmental agency for the location or removal of the Ad Bin device on the property. Such written consent shall be submitted with the Contractor's application for permission to install or remove the Ad Bin device. The City agrees to cooperate with the Contractor to help secure said written consent. In the event that a State Device Permit is required, the City shall submit all necessary paper work for said permit on Contractor's behalf. All costs associated with securing the state permit shall be borne by the Contractor. Further, Contractor shall be responsible for preparing all necessary paper work submitted by the City.

13. Payment

The Contractor shall pay the City on a semiannual basis in accordance with the City's fiscal year. October 1st and April 1st of each contract year. Payment for newly installed Ad Bin device shall begin thirty (30) days after Contractor receives a Certificate of Completion from the City Building Department or on the date the Bin Boards begins to generate revenue, whichever is earlier. Payment for the newly installed Ad Bin device shall be prorated to the date of the next semiannual basis payment. Semi annual basis payment shall be due and payable no later than fifteen (15) calendar days after the last day of each semiannual basis. In consideration for the right, privilege, and license to

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display advertising on the Ad Bin device located on the sidewalks throughout the City, Contractor agrees to pay the City a fee as follows:

YEARLY GUARANTEED MINIMUN PAYMENT PER AD BIN DEVICES:

YEAR	PAYMENT PER AD BIN DEVICES
1-	$ 1,000
2-	$ 1,050
3-	$ 1,100
4-	$ 1,150
5-	$ 1,200

a) Contractor shall pay the City the amounts above, having paid or non- paid advertising on its Ad Bin panels.
b) Contractor shall remit payment to the city on a monthly basis with first payment beginning six (6) months after signing the agreement.

14. DELIQUENCY

In the event Contractor fails to make the payment within fifteen (15) business days of the date due as hereinabove provided, Contractor shall pay an interest charge for each day, or a fraction thereof, that payment is late. An Interest Factor shall be based on the prime rate for the Chase Manhattan Bank, N.A. plus one percent (1%). Calculation will be as follows:

Prime rate + 1% 365 days – Daily interest Rate
DIR x Days Payment Late= interest charge (DIR).

Regardless of the foregoing, the interest rate referred to in this section will comply with all applicable state laws.

15. INSURANCE

Contractor shall not commence work under this Agreement until it has obtained all insurance under this paragraph and the City has approved evidence of such insurance coverage. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as required by the City's Risk and Safety Officer before beginning work under this Agreement including, but not limited to, Workers Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety officer certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this Agreement.

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Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance.
Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractors liability insurance policies.

a) Commercial General Liability: The minimum limits of liability shall be as follows: (Policy must not contain provision that limit or declines as fees and costs are incurred)

General Aggregate	$1,000,000
Each Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000 aggregate $1,000,000 each occurrence

The city shall be named as an additional insured on each policy

b) Comprehensive Automobile Liability: Contractor shall also carry comprehensive automobile liability insurance, which shall include coverage for <any auto> within minimum combined single limit of $1,000,000

c) Workers Compensation: Contractor and its subcontractors shall annually furnish proof of workers compensation and employer's liability insurance to the City in no less than the minimum limits required by the State of Florida.

d) Certificate of Insurance: Contractor and subcontractors shall annually furnish the City proof of insurance required. The company has provided proof of existing insurance and the certificate is attached as Exhibit, <C> to this Agreement. To be acceptable to the City, each insurance certificate shall name the City as an additional insured.

Should any of the above-described policies be cancelled or undergo material change before the expiration date, the issuing insurance Contractor will mail thirty (30) days written notice to the City manager of the City of North Miami Beach, FL.

16. AMENDMENTS. ASSIGMENT OF AGREEMENT

a) The Agreement, or any portion of the Agreement, shall not be assigned by Contractor without prior written consent of City, which consent will not be unreasonably withheld.

b) Amendments which are consistent with the purposes of this Agreement may be made with mutual consent of the parties which consent shall be contained in a written document executed with the same formality as the Agreement.

17. NO CONTINGENT FEE

Contractor warrants that is has not unlawfully employed or retained any company or person, other than bona fide employees, consultants or advisors to solicit or secure this

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Agreement and that is has not unlawfully paid or agreed to pay any company or person any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. This language is not intended to prevent the contractor from retaining bona fide consultants and advisors. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion and to otherwise recover damages it may incur as result of the termination.

18. BANKRUPTCY

This Agreement shall terminate in the case of bankruptcy (voluntary or involuntary) or insolvency of Contractor. In the case of bankruptcy, such termination shall take effect on the day and at the time that the bankruptcy action is filled.

19. HEADINGS

Headings hereon are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

20. COMPLIANCE

Contractor shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of local, state and federal agencies that are applicable to the services rendered under the terms of this agreement. Furthermore, Contractor shall secure all applicable permits necessary for the fulfillment of Contractor's obligation under the terms and conditions of this agreement.

21. CONSTRUCTION

The parties to this Agreement hereby acknowledge that they have fully reviewed this Agreement and have had the opportunity to consult with legal counsel of their choice, have participated in the negotiation and drafting of this Agreement, and therefore, this Agreement is not to be constructed against either party as if they were the drafter of this Agreement.

22. INDEMNIFICATION

Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees and agents, from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of occurring in connection with the operations of the contractor or its officers, employees, agents, subcontractors, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement

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and shall pertain to any occurrence during the term of this Agreement. Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statute 768.28, as amended, from time to time.

23. NON-DISCRIMINATION.

Contractor agrees that it shall not discriminate against any of its employees or applicants for employment because of their age, handicap, race, color, religion, sex, or national origin, and to abide by all federal and state laws regarding non-discrimination. Contractor further agrees to insert the forgoing provisions into all subcontracts hereunder except subcontractors for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

24. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

25. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

26. NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

City:	Contractor:	With a copy to:
City of North Miami Beach 17011 NE 19th Avenue North Miami Beach, FL 33162	Look Advertising LLC 1035 NE 125 St., Suite 101 North Miami, FL 33161	Alan Ingouville 5161 Collins Ave. #414 Miami Beach, FL 33140

27. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is fixed in Miami-Dade County, Florida.

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28. SIGNATORY AUTHORITY

Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into its Agreement.

29. SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

30. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein.

This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

IN WITNESS THEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

Signature Page to Follow

LOOK
CAO

Contractor: Look Advertising LLC

Alan Ingouville
President

Date 3.17.14

City: City of North Miami Beach

Ana M. Garcia
City Manager

Date 3.19.2014

ATTEST

(Corporate Secretary)

Date

Corporate Seal

Approved as to form and legal sufficiency:

Dotie Joseph
Interim City Attorney

Date 3/19/2014

ATTEST

Pamela L. Latimore
City Clerk

Date 3/20/2014

LOOK
CAO

EXHIBIT < A >

EXHIBIT < A >

US 1 – EAST SIDE FROM 135 STREET TO 175 STREET

1- 13555 – KEYSTONE PLAZA
2- 13699 – JUMBO BUFFET
3- 14075 – TARGET
4- 14311 – POST OFFICE
5- 14731 – BISCAYNE COMMONS (WELLS FARGO BANK)
6- 16355 – ABC LIQUOR STORE
7- 17401 – MARINA PALMS
8- 17451 – PF CHANG RESTAURANT

US 1 - WEST SIDE FROM 175 STREET TO 135 STREET

9- 17450 – BLACK DIAMONS
10- 16600 – PARK NEXT TO TRAIN RAIL
11- 16350 – SIDE WALK NEXT TO TRAIN RAIL
12- 16290 – BUS STOP NEXT TO TRAIN RAIL
13- 15950 – PARK NEXT TO TRAIN RAIL
14- 14590 – CHASE BANK
15- 14100 – LEXUS DEALER
16- 13950 – PORTOFINO CONDO
17- 13500 – ARCH CREEK PARK

EXHIBIT < A >

163 STREET NORTH SIDE FROM NE 35 AV TO NW 1 AV

1 – 163 STREET 3501 – INTRACOSTAL MALL

2- 163 STREET 3467 – KING REALTY PLAZA

3- 163 STREET 3227 – ALE HOUSE RESTAURANT

4 – 163 STREET 2599 – VALERO GAS STATION

5- 163 STREET 2300 – DEANS GOLD

6 – 163 STREET 2203 – UHAUL

7- 163 STREET 1973 – CHICKEN WAY

8- 163 STREET 1813 – BEAUTY OF AMERICA

9- 163 STREET 1705 – AVENUE FASHION

10-163 STREET 1601 – BEAUTY SUPPLY

11- 163 STREET 801 – PARK

12- 163 STREET 95 – DUNKIN DONUTS

163 STREET SOUTH SIDE FROM NE 8 AV TO US 1

13- 163 STREET NE 8 AV – WELLS FARGO

14- 163 STREET 1218 – STREET MALL

15- 163 STREET 1532 – WENDYS

16 -163 STREET 1910 – BURGUER KING

17 - 163 STREET 2150 – HONDA DEALER

Look Advertising LLC

Proposed Advertising Bins Locations

1. City Hall Plaza (this location is reserved for free messages (advertising) for the City)
2. N.E. 163rd Street, South of Biscayne Boulevard
3. Biscayne Boulevard, just South of N.E. 163rd Street (gas station)
4. 15779 Biscayne Boulevard (Southbound)
5. Biscayne Boulevard, just South of N.E. 151st Street (Sole Mia)
6. Biscayne Boulevard, south of N.E. 135th Street
7. Biscayne Boulevard, south of N.E. 123rd Street
8. 12150 Biscayne Boulevard (Whole Foods)
9. 12581 Biscayne Boulevard (Keystone Plaza)
10. W. Dixie Boulevard, South of N.E. 126th Street (Southbound)
11. W. Dixie Boulevard, North of N.E. 135th Street (Southbound)
12. N.W. 125th Street, East of N.W. 7th Avenue (Wendy's)

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER AND INTERIM CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LOOK ADVERTISING LLC, TO FURNISH AND INSTALL WASTE DISPOSAL BINS WITH ADVERTISING BOARDS, WITHIN DESIGNATED RIGHT-OF-WAY LOCATIONS INDICATED IN THE ATTACHED LIST, PURSUANT TO SECTION 337.408(2), FLORIDA STATUTES (2015), AS AMENDED FROM TIME TO TIME, AND SECTION 5-1502K OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, City administration desires to negotiate and execute an agreement with Look Advertising LLC ("Contractor"), to furnish and install waste disposal bins with advertising boards ("Ad Bins"), within designated right-of-way locations throughout the City of North Miami ("City"), pursuant to Section 337.408(2), Florida Statutes (2015); and

WHEREAS, City administration respectfully requests the authorization to enter into an agreement with Contractor including, but not limited to, the following terms and conditions:

1. The agreement will commence with an initial installation of twelve (12) Ad Bins during the first year of the agreement;

2. Contractor shall pay the City an initial fee of One Thousand Dollars ($1,000.00) for each Ad Bin installed, during the first year of the agreement. The Ad Bin reserved for City advertising, is exempted from the payment of this fee. Fees will increase by five (5) percent per year for each Ad Bin for each year of the term of the agreement;

3. The initial term of the agreement shall be a period of five (5) years, with an option to renew for an additional five (5) year-term, by written consent of the parties;

4. Contractor will be required to secure written approval from the Interim City Manager prior to any installation of Ad Bins;

5. Contractor will be responsible for securing all permits and approvals, insurance, labor and materials needed to install and maintain the Ad Bins for the duration of the agreement; and

6. The Interim City Manager, in his sole discretion, reserves the right to request the relocation of any Ad Bins, as deemed necessary for the preservation of the public

health, safety and convenience, with all associated relocation costs to be incurred and paid by Contractor.

WHEREAS, the Mayor and City Council find the authorization of an agreement between the City and Contractor for the provision of Ad Bins, at the locations included in the attached list, serves the best interest of the City.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authority of Interim City Manager and Interim City Attorney. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the Interim City Manager and Interim City Attorney to negotiate and execute an agreement with Look Advertising LLC, to furnish and install waste disposal bins with advertising boards, within designated Right-of-Way locations indicated in the attached list, pursuant to Section 337.408(2), Florida Statutes (2015), as amended from time to time, and Section 5-1502K of the Land Development Regulations.

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this ____ day of _____, 2016.

_____
DR. SMITH JOSEPH
MAYOR

ATTEST:

_____
MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Smith Joseph, D.O., Pharm. D.	_____ (Yes)_____ (No)
Vice Mayor Alix Desulme	_____ (Yes)_____ (No)
Councilman Scott Galvin	_____ (Yes)_____ (No)
Councilwoman Carol Keys, Esq.	_____ (Yes)_____ (No)
Councilman Philippe Bien-Aime	_____ (Yes)_____ (No)