

MIAMI BEACH

Parks and Recreation Department, 1701 Meridian Avenue, Suite 401, Miami Beach, Florida 33139, www.miamibeachfl.gov, 305-673-7730

Submitted via E-mail to: Andres@PADL.co

July 1, 2024

PADL LLC
478 Bay Lane, Key
Biscayne, FL, 33149

Subject: RENEWAL OF BID WAIVER AGREEMENT PURSUANT TO RESOLUTION NO. 2021-31735 FOR THE PADDLEBOARD EQUIPMENT AND SERVICES AT PINE TREE PARK

Dear Sir/Madam:

The current Agreement between the City of Miami Beach (the "City") and PADL LLC ("Contractor"), pursuant to Resolution No. 2021-31735, for the services, maintenance and equipment rentals of paddleboard equipment at Pine Tree Park (the "Agreement"), expires on August 19, 2024.

The purpose of this letter is to seek the Contractor's concurrence to renew the Agreement at the same terms, conditions, and pricing as set forth in the Agreement. If the Contractor agrees to renew the term of the Agreement for the additional period, please sign in the space provided below and return this document to cynthiacasanova@miamibeachfl.gov at the City's Parks and Recreation Department.

Should you have any questions or need additional information, please contact Cindy Casanova, Assistant Director, Parks and Recreation at 305-673-7730 or via email at cynthiacasanova@miamibeachfl.gov.

Thank you,



Rickelle Williams
Interim City Manager

Please sign below as your acceptance and return this letter via e-mail to: cynthiacasanova@miamibeachfl.gov.

Signature: _____

Printed Name: _____

Title: _____

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
AND
PADL LLC
TO PROVIDE AND MAINTAIN KAYAK AND PADDLEBOARD
RENTAL EQUIPMENT AND STATIONS**

This Professional Services Agreement (“Agreement”) is entered into this 19 day of August, 2021 (“Effective Date”), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the “City”), and **PADL LLC**, a Florida limited liability company , whose principal address is 478 Bay Lane, Key Biscayne, FL 33149 (“Contractor”).

SECTION 1
DEFINITIONS

- Agreement: This Agreement between the City and Contractor, including any exhibits and amendments thereto.
- City Manager: The Chief Administrative Officer of the City.
- City Manager’s Designee: The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager’s designee shall be the Parks and Recreation Department Director.
- Contractor: For the purposes of this Agreement, Contractor shall be deemed to be an independent contractor, and not an agent or employee of the City.
- Services: All services, work and actions by the Contractor performed or undertaken pursuant to the Agreement.
- Fee: Amount paid to the Contractor as compensation for Services.
- Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

SECTION 2
SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Contractor by the City, Contractor shall provide the work and services described in Exhibit “A” hereto (the “Services”).

Although Contractor may be provided with a schedule of the available hours to provide its Services, the City shall not control, nor have the right to control, the hours of the Services

performed by the Contractor; where the Services are performed (although the City will provide Contractor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Contractor shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, Contractor should contact the following person:

Paul Di Muont
Athletic Manager
1701 Meridian Avenue, Suite 401
Miami Beach, FL 33139
Pauldimuont@miamibeachfl.gov

2.2 Contractor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule set forth in Exhibit "A" hereto.

SECTION 3 **TERM**

In accordance with Resolution No. 2021-31735, the term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto, for an initial two (2) year term, with three (3) additional one (1) year renewal options to be exercised at the City Manager's sole option and discretion, by providing Contractor with written notice of same no less than thirty (30) days prior to the expiration of the initial term, (or of each renewal option, as the case may be).

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

SECTION 4 **FEE**

4.1 In consideration of the Services to be provided, the Contractor shall, at the conclusion of the Term, pay the City 20% of all revenue collected by the Contractor from the program's participants. The Contractor shall retain 80% of the fees collected from participants ("Contractor's Fee"). Each month, the Contractor shall provide the City with payment, along with all supporting financial documents and records, which shall include each proof of each individual participant's payments, all of which must be submitted to the City by the 10th of the following month. Revenue share shall be calculated as a percentage of gross revenues from rentals, and allocation of gross member sales. The allocation of member sales is calculated based on the number of member rentals taking place at the station.

4.2 **[INTENTIONALLY DELETED]**

4.3 **[INTENTIONALLY DELETED]**

4.4 **[INTENTIONALLY DELETED]**

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE

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

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

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

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

5.3 TERMINATION FOR INSOLVENCY

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

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

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

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

6.2 INSURANCE REQUIREMENTS

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

1. Contractor General Liability, in the amount of \$1,000,000;
2. Contractor Professional Liability, in the amount of \$200,000; and
3. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.

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

All of Contractor's certificates shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy. The insurance certificates for General Liability shall include the City as an additional insured and shall contain a waiver of subrogation endorsement.

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

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

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

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

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Contractor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

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

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

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

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

9.1 DUTY OF CARE

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

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Contractor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the Federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

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

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

SECTION 10 **GENERAL PROVISIONS**

10.1 AUDIT AND INSPECTIONS

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

10.2 INSPECTOR GENERAL AUDIT RIGHTS

- (A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- (B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review

operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

- (C) Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- (D) The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- (E) The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:
 - i. If this Agreement is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.
- (F) The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this Agreement.

- (G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Contractor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Contractor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

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

10.5 NO DISCRIMINATION

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

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

10.6 CONFLICT OF INTEREST

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

Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Contractor further covenants that in the performance of this Agreement, Contractor shall not employ any person having any such interest. No member of or delegate to the

Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Contractor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- (B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.
- (C) Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:
 - (1) Keep and maintain public records required by the City to perform the service;
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City;
 - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (D) **REQUEST FOR RECORDS; NONCOMPLIANCE.**
 - (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - (2) Contractor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
 - (3) A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.
- (E) **CIVIL ACTION.**
 - (1) If a civil action is filed against a Contractor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including

reasonable attorneys' fees, if:

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

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

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411**

10.8 FORCE MAJEURE

- (A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Contractor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.
- (B) If the City or Contractor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the

occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

- (C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.
- (D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.
- (E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Contractor of such termination. If the Agreement is terminated pursuant to this section, Contractor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

- (A) Contractor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Contractor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term. If Contractor enters into a contract with an approved subcontractor, the

subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement, or such other extended period as may be required under this Agreement.

(B) **TERMINATION RIGHTS.**

- (1) If the City has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Contractor for cause, and the City shall thereafter have or owe no further obligation or liability to Contractor.
- (2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Contractor otherwise complied with such subsection, the City will promptly notify the Contractor and order the Contractor to immediately terminate the Agreement with the subcontractor. Contractor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Contractor's contract for cause.
- (3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.
- (4) The City or Contractor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.
- (5) If the City terminates the Agreement with Contractor under the foregoing Subsection (B)(1), Contractor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.
- (6) Contractor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

SECTION 11
NOTICES

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

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

TO CONTRACTOR: **PADL LLC.**
 478 BAY LANE
 KEY BISCAYNE, FL 33149
 ATTN: ANDRES AVELLO, CEO, FOUNDING PARTNER

TO CITY: **CITY OF MIAMI BEACH**
 PARKS AND RECREATION DEPARTMENT
 1701 MERIDIAN AVENUE, SUITE 401
 MIAMI BEACH, FL 33139
 ATTN: JOHN REBAR, DIRECTOR

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

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

SECTION 12 **MISCELLANEOUS PROVISIONS**

12.1 CHANGES AND ADDITIONS

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

12.2 SEVERABILITY

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

12.3 WAIVER OF BREACH

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

12.4 JOINT PREPARATION

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

12.5 ENTIRETY OF AGREEMENT

The City and Contractor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

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

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
City Clerk

By: _____
City Manager

Date: _____

Date: _____

FOR CONTRACTOR:

PADL LLC

ATTEST:

By: _____
DocuSigned by:
2A88B343E41748C...

By: _____
DocuSigned by:
4CC48DD12CAA43B...

Paul Di Muont Athletic Manager
Print Name and Title

Andres Avello
Print Name and Title

Date: 8/19/2021 | 6:21 PM EDT

Date: 8/19/2021 | 3:01 PM PDT

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

for Nick Falles 8-18-2021
City Attorney **MAF** Date

EXHIBIT "A"

DESCRIPTION OF SERVICES

Contractor shall install, manage, and maintain kayak and paddleboard equipment and rentals at self-service stations in the City of Miami Beach at the following locations:

- Pine Tree Park (45th Street & Pine Tree Drive)
- Parkview Park Annex (7430 Wayne Avenue)

Contractor operation dates shall be mutually agreed upon by Contractor and the City. Contractor shall be solely responsible for coordinating and executing the services contemplated by this Agreement.

Except as provided in Section 4 of this Agreement, Contractor shall be solely responsible for all costs and expenses associated with the installation, implementation, management, and maintenance of the paddleboards, kayaks, and rental stations.

PADL LLC possesses GPS, and shall utilize, cellular service, and self-locking technology in its fleet so that kayaks and paddleboards may be locked and opened by users with an app and tracked to provide for operations and maintenance. The following are additional details regarding the self-service stations:

- All rentals shall be performed via a smartphone app
- Paddleboards shall be equipped with GPS for constant tracking and communication
- Docking stations shall be solar powered
- Leashes and life jackets shall be provided with each rental
- Safety videos shall be provided in the smart phone app in addition to location-specific safety signage
- PADL LLC shall be responsible for all installations, management, operating and maintenance.
- PADL LLC shall be solely responsible for all maintenance costs for the kayak and paddleboard fleet and docking stations
- PADL LLC rentals shall be charged at \$15.00 per hour or \$24.99 for a monthly membership (discounted to \$97.00 for six months). PADL LLC may only alter such rates with approval from the City.
- As part of this Agreement, a 20% share of revenues received by PADL LLC shall be paid to the City monthly. Revenue share shall be calculated as a percentage of gross revenues from rentals, and allocation of gross member sales. The allocation of member sales is calculated based on the number of member rentals taking place at the station.

TIMELINE FOR DELIVERABLES

Within 10 days from the effective date of this Agreement, the Contractor and the City Manager's Designee (as defined on Page 1 of this Agreement) shall agree upon a proposed schedule of all programming. Once approved, any changes to the schedule shall be coordinated through the Parks and Recreation Department Director, or his or her designee, and shall be subject to the written approval of the parties.

RESOLUTION NO. 2021-31735

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD AND QUALITY OF LIFE COMMITTEE, AT ITS MAY 19, 2021 MEETING, APPROVING A PADDLEBOARD RENTAL PROGRAM AT THE KAYAK LAUNCHES LOCATED WITHIN THE PARKVIEW PARK ANNEX AND PINE TREE PARK, RESPECTIVELY, AND WAIVING, BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 2-367 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE, AND THE CITY MANAGER AND CITY CLERK TO EXECUTE, AN AGREEMENT WITH PADL, LLC, FOR AN INITIAL TERM OF TWO (2) YEARS, WITH UP TO THREE (3) ADDITIONAL ONE (1) YEAR RENEWALS, AT THE CITY'S OPTION, TO PROVIDE AND MAINTAIN PADDLEBOARD RENTAL EQUIPMENT AT THE PARKVIEW PARK ANNEX AND PINE TREE PARK.

WHEREAS, at the March 18, 2020 City Commission meeting, a discussion regarding the possibility of commencing a paddleboard rental program, at the kayak launches located within the Parkview Park Annex and Pine Tree Park, was referred to the Neighborhood and Quality of Life Committee ("NQLC") (see Exhibit A); and

WHEREAS, this paddleboard rental program item was subsequently deferred to the July NQLC meeting due to delays caused by the Covid-19 pandemic; and

WHEREAS, at the July 15, 2020 NQLC meeting, the Committee heard the presentation of PADL, LLC, and directed the City Administration to bring the item back to the NQLC after the Covid-19 pandemic subsided; and

WHEREAS, pursuant to the request of the NQLC, the City Administration conducted research into other vendors and companies that may offer similar paddleboard rental services, however, no other such vendor was found locally; and

WHEREAS, at the May 19, 2021 NQLC meeting, the Committee provided a favorable recommendation, which approved commencing a paddleboard rental program at the two (2) suggested locations – the Parkview Park Annex and Pine Tree Park kayak launches (see Exhibit B); and

WHEREAS, PADL, LLC is a local company whose mission is to get more people out on the water by providing paddle sport rentals at self-service stations (see Exhibit C). PADL, LLC currently has paddleboard rental stations located in the following locations:

- Fiesta Key;
- Key Biscayne;
- Boynton Beach;
- Juno Beach;
- Jupiter;
- Vero Beach;
- Lake Butler; and

WHEREAS, PADL, LLC plans on adding approximately fifteen (15) more paddleboard rental stations throughout Miami-Dade and Clay Counties, and plans to expand its business into states such as California, Virginia and North Carolina; and

WHEREAS, PADL, LLC desires to install paddleboard rental stations in the City of Miami Beach, at the kayak launches in Parkview Park Annex and Pine Tree Park; and

WHEREAS, PADL LLC utilizes global positioning system (GPS) technology, in conjunction with cellular service and self-locking technology, amongst its fleet so that rental paddleboards may be locked and unlocked by customers with an App, and tracked by PADL, LLC, for the purpose of providing operations and maintenance, as set forth below (and in Exhibit C):

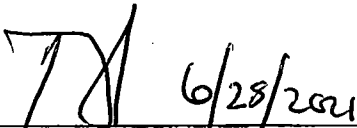
- All rentals are accomplished via smartphone App;
- Paddleboards are equipped with GPS for constant tracking and communication;
- Docking stations are solar powered;
- Leashes and life jackets are provided with each rental;
- Safety videos are provided in the App, in conjunction with appropriate location-specific safety signage;
- PADL, LLC is responsible for all installations and operations;
- PADL, LLC covers all maintenance costs for the paddleboard fleet and docking stations;
- PADL, LLC rentals are presently charged at the rate of \$15.00 per hour or \$24.99 for a monthly membership (which is further discounted to \$97.00 for six months);
- As part of the Agreement, a 20% share of the revenue received by PADL, LLC would be paid to the City, on a monthly basis. Such revenue share shall be calculated as a percentage of gross revenues from rentals, and allocation of gross member sales. The allocation of member sales shall be calculated based upon the number of member rentals taking place at the City stations; and

WHEREAS, the City Administration recommends the approval of this paddleboard rental program for the benefit of residents and visitors by increasing access to watersports recreation (at a relatively low cost) and, as such, recommends that the Mayor and City Commission waive the formal competitive bidding requirement, by a 5/7ths vote, as permitted pursuant to Section 2-367 of the City Code, as being in the best interest of the City.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the Neighborhood and Quality of Life Committee, at its May 19, 2021 meeting, approving a paddleboard rental program at the kayak launches located within the Parkview Park Annex and Pine Tree Park, respectively, and waiving, by 5/7ths vote, the formal competitive bidding requirement, pursuant to section 2-367 of the City Code, finding such waiver to be in the best interest of the City; and further authorizing the City Manager to negotiate, and the City Manager and City Clerk to execute, an agreement with PADL, LLC, for an initial term of two (2) years, with up to three (3) additional one (1) year renewals, at the City's option, to provide and maintain paddleboard rental equipment at the Parkview Park Annex and Pine Tree Park.

PASSED and ADOPTED this 23rd day of June, 2021.

ATTEST:



Rafael E. Granado, City Clerk



Dan Gelber, Mayor



**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney **MAF**

6-11-21

Date

Resolutions - C7 J

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Alina T. Hudak, City Manager
DATE: June 23, 2021

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD AND QUALITY OF LIFE COMMITTEE, AT ITS MAY 19, 2021 MEETING, APPROVING A PADDLEBOARD RENTAL PROGRAM AT THE KAYAK LAUNCHES LOCATED WITHIN THE PARKVIEW PARK ANNEX AND PINE TREE PARK, RESPECTIVELY, AND WAIVING, BY 5/7TH VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 2-367 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE, AND THE CITY MANAGER AND CITY CLERK TO EXECUTE, AN AGREEMENT WITH PADL, LLC, FOR AN INITIAL TERM OF TWO (2) YEARS, WITH UP TO THREE (3) ADDITIONAL ONE (1) YEAR RENEWALS, AT THE CITY'S OPTION, TO PROVIDE AND MAINTAIN PADDLEBOARD RENTAL EQUIPMENT AT THE PARKVIEW PARK ANNEX AND PINE TREE PARK.

RECOMMENDATION

The City Administration recommends the approval of this paddleboard rental program for the benefit of residents and visitors by increasing access to watersports recreation (at a relatively low cost) and, as such, recommends that the Mayor and City Commission waive the formal competitive bidding requirement, by a 5/7th's vote, as permitted pursuant to Section 2-367 of the City Code, as being in the best interest of the City.

BACKGROUND/HISTORY

At the March 18, 2020 City Commission meeting, a discussion regarding the possibility of commencing a paddleboard rental program, at the kayak launches located within the Parkview Park Annex and Pine Tree Park, was referred to the Neighborhood and Quality of Life Committee ("NQLC") (see Exhibit A). The item was subsequently deferred to the July NQLC meeting due to delays caused by the COVID-19 pandemic.

At the July 15, 2020 NQLC meeting, the Committee heard the presentation and directed the Administration to bring the item back to the Committee post the COVID-19 pandemic.

Further, at the Committee's request, the Administration conducted research into other vendors

and companies that offer similar services for paddleboard rentals, and none were found locally.

At the May 19, 2021 NQLC meeting, the Committee provided a favorable recommendation, which approved commencing a paddleboard rental program at the two (2) suggested locations – the Parkview Park Annex and Pine Tree Park kayak launches (see Exhibit B).

ANALYSIS

PADL LLC is a local company whose mission is to get more people out on the water by providing paddle sport rentals at self-serve stations (Exhibit C). PADL LLC currently has paddleboard stations located in the following areas:

- Fiesta Key
- Key Biscayne
- Boynton Beach
- Juno Beach
- Jupiter
- Vero Beach
- Lake Butler

Additionally, PADL, LLC plans on adding approximately fifteen (15) more paddleboard rental stations throughout Miami-Dade and Clay Counties, and plans to expand its business into states such as California, Virginia and North Carolina.

PADL, LLC would like to install paddleboard rental stations in the City of Miami Beach, at the kayak launches in Parkview Park Annex and Pine Tree Park.

PADL LLC possesses GPS, cellular service and self-locking technology in its fleet so that kayaks and paddleboards may be locked and opened by users with an app and tracked to provide for operations and maintenance. As noted in Exhibit C:

- All rentals are done via a smartphone app
- Boards are equipped with GPS for constant tracking and communication
- Docking stations are solar powered
- Leashes and life jackets are provided with each rental
- Safety videos provided in app in addition to location specific safety signage
- PADL LLC would be responsible for all installations and operations
- PADL LLC will cover all maintenance costs for the kayak and paddleboard fleet and docking stations
- PADL LLC rentals are charged at \$15.00 per hour or \$24.99 for a monthly membership (discounted to \$97.00 for six months). Rates are subject to change
- As part of the program agreement, a 20% share of revenues received by PADL LLC would be paid to the City monthly. Revenue share is calculated as a percentage of gross revenues from rentals, and allocation of gross member sales. The allocation of member sales is calculated based on the number of member rentals taking place at the station.

SUPPORTING SURVEY DATA

N/A

Applicable Area

Middle Beach

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

Strategic Connection

Non-Applicable

Legislative Tracking

Parks and Recreation

Sponsor

Mayor Dan Gelber

ATTACHMENTS:

Description

- ▢ Exhibit A – Referral Memo C4G from March 2020 Commission Meeting
- ▢ Exhibit B – Memo from May 2021 NQLC Meeting
- ▢ Exhibit C – PADL LLC Presentation for Miami Beach
- ▢ Resolution

Committee Assignments - C4 G

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: March 18, 2020

SUBJECT: REFERRAL TO THE NEIGHBORHOOD AND QUALITY OF LIFE COMMITTEE TO DISCUSS THE POSSIBILITY OF STARTING A PILOT PADDLEBOARD RENTAL PROGRAM AT PARKVIEW PARK ANNEX AND/OR PINE TREE PARK KAYAK LAUNCHES.

RECOMMENDATION

A referral to the Neighborhood and Quality of Life Committee to discuss the possibility of starting a pilot paddleboard rental program at Parkview Park Annex and/or Pine Tree Park kayak launches.

BACKGROUND/HISTORY

The Parks and Recreation Department would like to discuss the possibility of starting a pilot paddleboard rental program at the Parkview Park Annex and/or Pine Tree Park kayak launches during the next Neighborhood and Quality of Life Committee meeting.

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

Legislative Tracking
Parks and Recreation

Sponsor

Mayor Dan Gelber

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Neighborhood and Quality of Life Committee Members

FROM: Alina T. Hudak, City Manager

DATE: May 19, 2021

SUBJECT: DISCUSSION REGARDING THE POSSIBILITY OF STARTING A PILOT PADDLEBOARD RENTAL PROGRAM AT PARKVIEW PARK ANNEX AND/OR PINE TREE PARK KAYAK LAUNCHES.

HISTORY:

At the March 18, 2020 Commission meeting, a discussion regarding the possibility of starting a pilot paddleboard rental program at Parkview Park Annex and/or Pine Tree Park kayak launches was referred to the Neighborhood and Quality of Life Committee ("NQLC") (Exhibit A). The item was subsequently deferred to the July NQLC meeting due to delays caused by the Covid-19 pandemic.

At the July 15, 2020 NQLC meeting, the Committee heard the presentation and directed the Administration to bring the item back to the Committee post COVID. Given the current state of park and park amenity re-openings and the lifting of certain restrictions, the Administration would like to continue the discussion on the possibility of starting the pilot paddleboard rental program.

Further, at the Committee's request, the Administration conducted research into other vendors and companies that offer similar services for paddleboard rentals, and none were found locally.

ANALYSIS

PADL, LLC. is a local company whose mission is to get more people out on the water by providing paddle sport rentals at self-serve stations (Exhibit B). PADL currently has paddleboard stations located in the following areas:

- Fiesta Key
- Key Biscayne
- Boynton Beach
- Juno Beach
- Jupiter
- Vero Beach
- Lake Butler

Additionally, the company plans on adding 15 more stations throughout Miami-Dade and Clay

Counties, and in states such as California, Virginia and North Carolina.

The company is interested in installing several stations in the City of Miami Beach, as part of a pilot program, at locations such as Pine Tree Park and Parkview Island Park.

PADL possesses GPS, cellular service and self-locking technology in its fleet so that kayaks and paddleboards may be locked and opened by users with an app and tracked to provide for operations and maintenance. As noted in Exhibit B:

- All rentals are done via a smartphone app
- Boards are equipped with GPS for constant tracking and communication
- Docking stations are solar powered
- Leashes and life jackets are provided with each rental
- Safety videos provided in app in addition to location specific safety signage
- PADL would be responsible for all installations and operations
- PADL will cover all maintenance costs for the kayak and paddleboard fleet and docking stations
- PADL rentals are charged at \$15.00 per hour or \$24.99 for a monthly membership (discounted to \$97.00 for six months). Rates are subject to change
- As part of the pilot program agreement, a 20% share of revenues received by PADL would be paid to the City monthly

CONCLUSION:

Discussion regarding the possibility of starting a pilot paddleboard rental program at Miami Beach park sites.

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

Yes

Does this item utilize G.O. Bond Funds?

No

ATTACHMENTS:

Description	Type
☐ Exhibit A – Referral Memo C4G from March 2020 Commission Meeting	Other
☐ Exhibit B – PADL Presentation for Miami Beach	Other



Self-service Paddle Sport Rentals

ALABAMA



People love to be on the water + paddle board

Growth in paddle sports is up 59% (2007-18)

\$22B+

Current paddle sport market
~ 5% of total outdoor activities market

\$12B+

Kayak, paddle board, + other paddle sport participants

79%



Estimated spend on activities vs equipment sales



96%

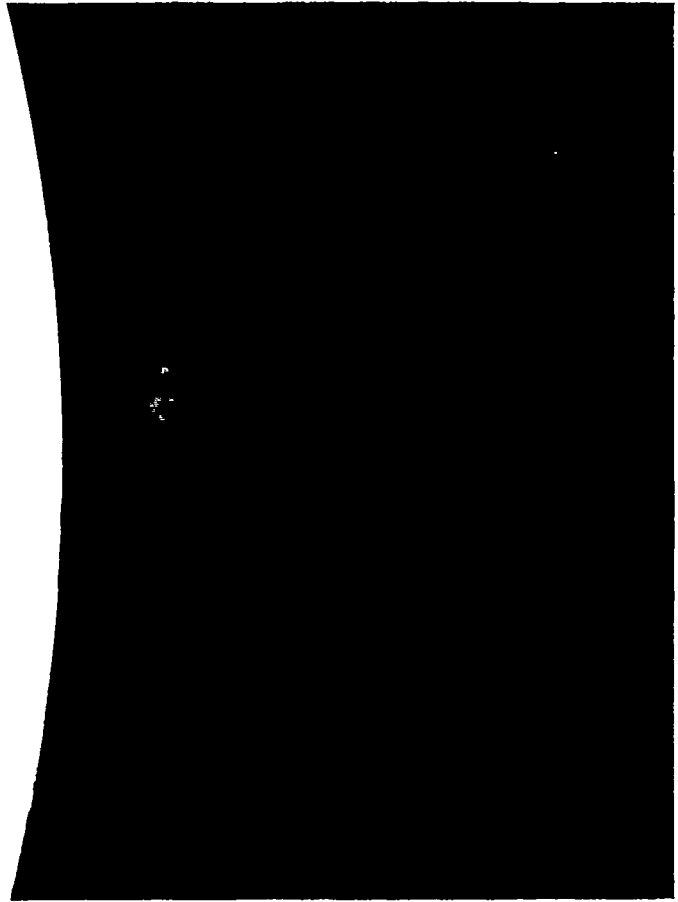
of our customers want to paddle more frequently!*



For most people, access to water activities is limited

 <p>Large + difficult to store + transport</p>	 <p>Expensive to purchase + maintain</p>
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 <p>Limited operating hours</p>	 <p>Outdated, slow check-in/out processes</p>
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Cell-Sensitive
Solar panel for off-grid capability

Safe
Smart tracking w/ wireless charging

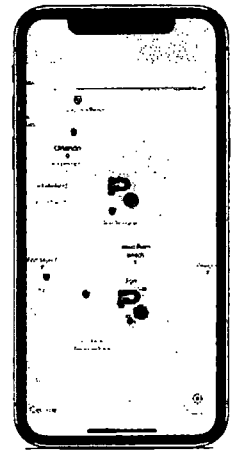
Durable
Powder-coated aluminum rack

Secure
Patented data locking system w/ sensors

Comfortable
Easy lift/latch

Powerful
High-capacity battery

PADL gets you out on the water with ease!



Convenient locations



One-click forms



Transparent pricing



Memberships



Peer-to-peer tours

The station ecosystem

We develop an ecosystem around each station to serve as a beacon for paddle sports



Riders

Pay by the hour



Members

Monthly & annual subscriptions



Peer-to-peer guides

Local guides offer tours on our stations

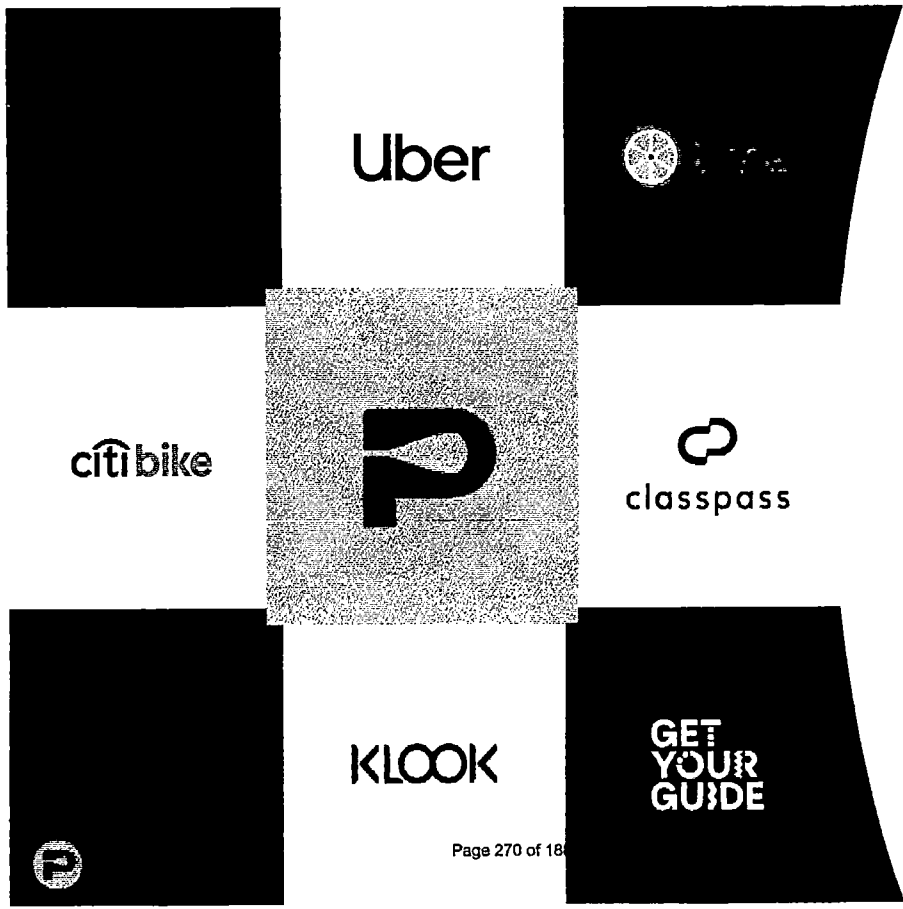
Launch Station

Acquire walking traffic at location

Build membership base

Launch P2P guided tours





**Trusted, well-designed,
cult-like brands . . .**
for the community, by the community

- 1 With the sharing economy, access is the new norm
- 2 Mobile convenience is now expected across all businesses
- 3 COVID resiliency on self-service stations

PADL adds value to you, residents, and guests



Our PADL share stations + app make it easy to get your location on the map



Get an easy, year-round passive income



Boost to businesses from pre and post paddle sessions



Fun, Safe, and Healthy activity in public spaces



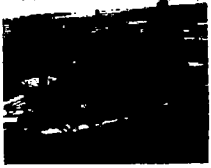
Reasonable hourly and monthly rates



Activate water features otherwise unused, or without amenity

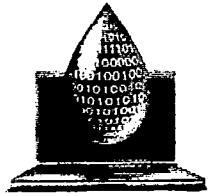


Sustainability



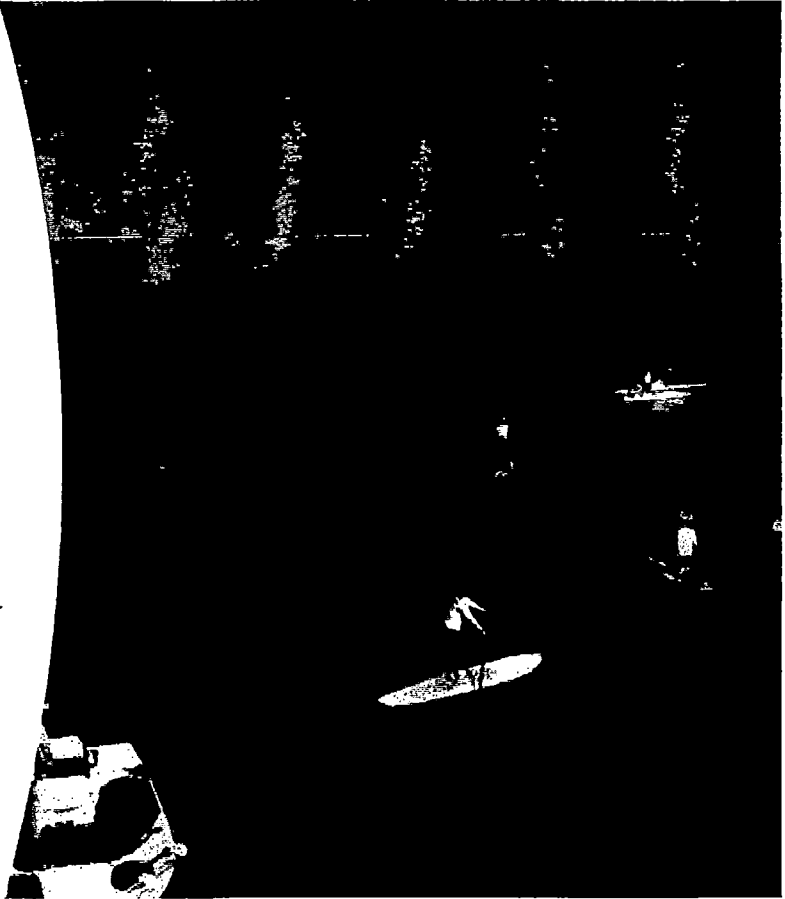
Community

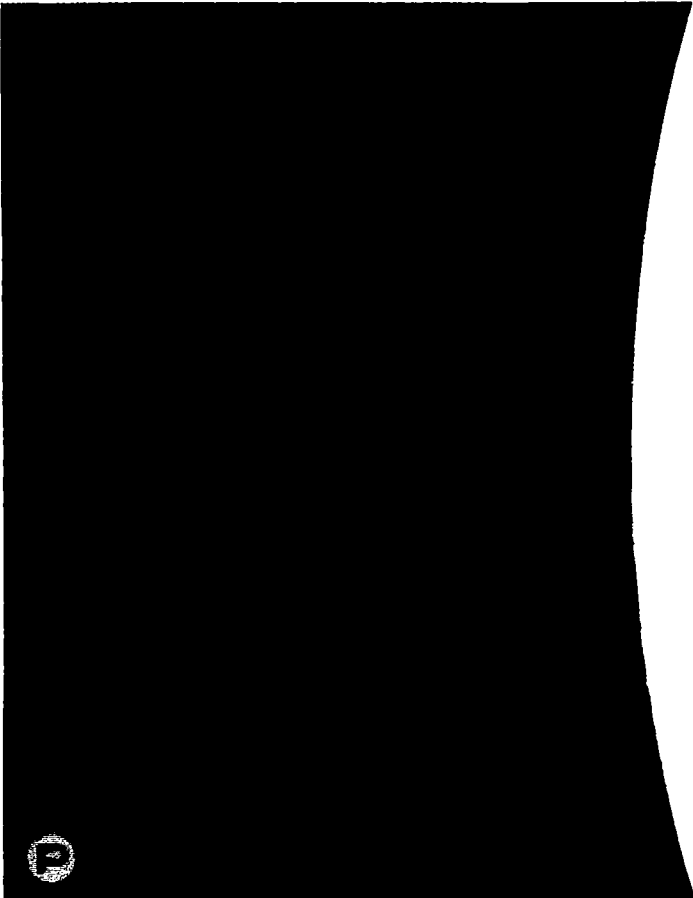
We have a core belief in giving back to the sensitive environments we operate in, and work closely with local groups to organize cleanups and promote events fostering sustainability.



Technology

We are currently developing new features on our boards and stations where we will be able to collect data on water quality while our riders paddle through the water and atmospheric data.



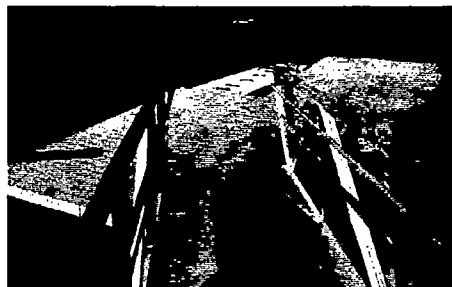


Pilot Sites

Pinetree Park ADA project location
4411 Pine Tree Drive Miami Beach, FL 33140



Parkside Landfill ADA project location
West side of Dickens Avenue, North of 73rd Street



Opportunity for Expansion

Proposed Stations

Marjory Stoneman Douglas Park	3 Street & Ocean Drive
Palm Island Park	159 Palm Avenue
South Pointe Park	1 Washington Avenue
Allison Park	6475 Collins Avenue
Altos Del Mar	7601 Atlantic Way
Bark Beach	Between 80 & 81 Street Beach
Beach View Park & Vita Course	53 Street & Collins Avenue
Brittany Bay Park	Indian Creek Drive & 85 Street
Indian Beach	46 Street & Collins Avenue
Muss Park	4300 Chase Avenue
Normandy Isle Parks	2 possible parks on south end
North Beach Oceanside Park	79 - 86 Streets & Collins Avenue
North Beach Bandshell / Amphitheater	7275 Collins Avenue
Parkview Annex Garden / Kayak Launch	73 Dickens Avenue
Pinetree Park / Kayak Launch	45 Street & Pinetree Drive

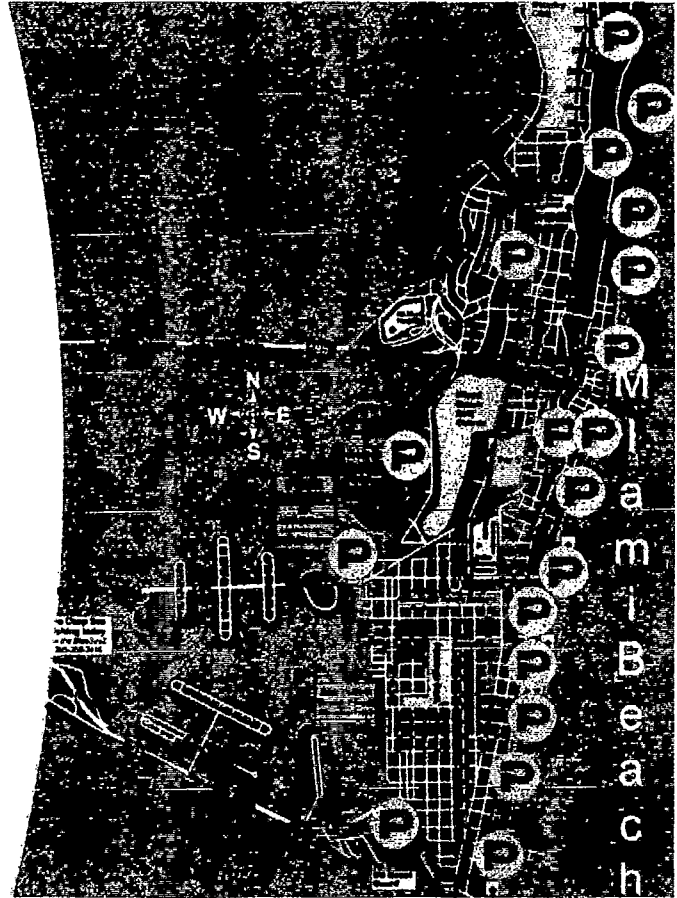
Financials

@ \$40k Gross Sales per Station with 20% Share to the City

10 Stations = \$80,000.00

25 Stations = \$200,000.00

75 Stations = \$600,000.00



Breakout of Revenue Share

Total Member Sales			\$ 100,000					
Total Member Rentals			9,000					
City of Miami Beach	Hourly and Overtime Rentals	Gross Rentals	Member Rentals	Member Allocation	Member Sales	Total Sales	20% Revenue Share	
Pinetree Park	1,667	\$ 25,000	1,750	19.4%	\$ 19,444	\$ 44,444	\$ 8,889	
Parkview Island Park	1,267	\$ 19,000	1,550	17.2%	\$ 17,222	\$ 36,222	\$ 7,244	
Totals	2,933	\$ 44,000	3,300	36.7%	\$ 36,667	\$ 80,667	\$ 16,133	

Revenue share is calculated as a percentage of gross revenues from hourly and overtime rentals, and allocation of gross member sales. The allocation of member sales is calculated based on the number of member rentals taking place at the station.





With PADL you KNOW the stats with 360° Visibility

- Sales
- Rental activity
- User activity
- Board location
- Legal waiver agreements

Service + Coverage

Customer Support

We're here to help. If there is ever an issue, we have someone ready to answer by phone, email, or in-app request. We also provide on-the-water support via our partner Sea-Tow.

System Maintenance

We routinely check the station, boards, paddles, and safety equipment to ensure they are in clean and in operable condition.

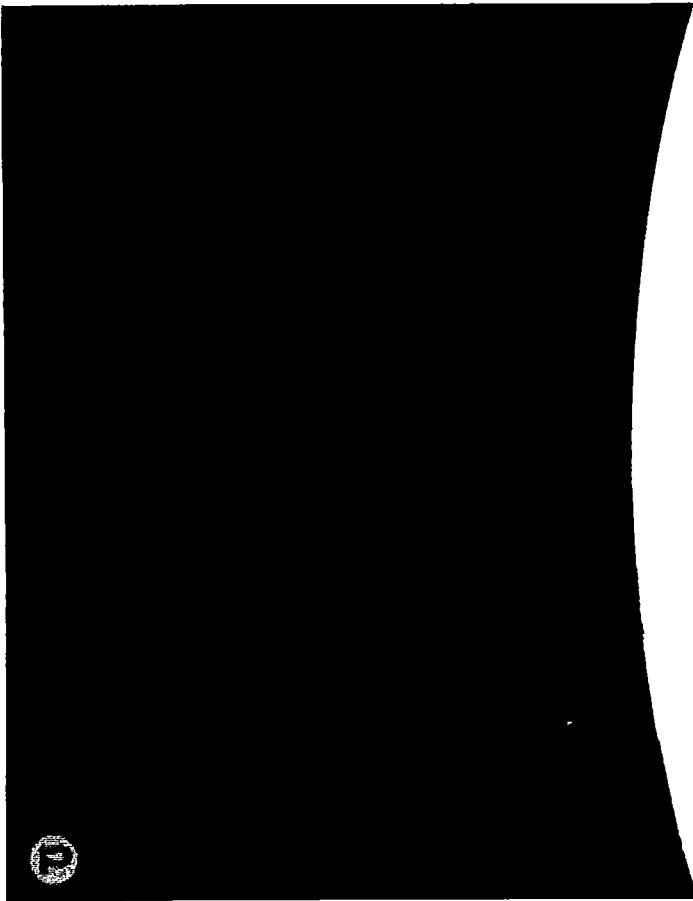
Safety

We take safety seriously with — real-time GPS tracking, in-app waivers and safety videos provided, personal flotation devices with each rental, and lockdown during inclement weather.

Insurance

We provide insurance coverage by adding the property as an additional insured on our policy.





Pilot Summary



Location
Location for paddle share to be provided to PADL to operate rental operation



Revenue Share
PADL will provide a 20% revenue share from the operations



Costs
All costs of installation, maintenance and operation will be covered by PADL



**Get on the water and
experience what's out there!**



Call us today

sales@padl.co

www.padl.co

