

MEMORANDUM

Agenda Item No. 8(M)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: April 20, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing waiver of formal bid procedures by a two-thirds vote of the Board members present pursuant to section 5.03(d) of the Home Rule Charter for the award of an Operations and Management Agreement of a Bio-Hazardous Waste Disposal Facility on County-owned property to Stericycle, Inc., with a positive fiscal impact to the County of at least \$5,500,000.00 for 20 years including the initial 10 year term of the Operations and Management Agreement and the two, five-year renewal terms; and authorizing the County Mayor to execute same and exercise all other rights contained therein including options to renew and cancellation provisions

Resolution No. R-300-21

The accompanying resolution was prepared by the Solid Waste Management Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: April 20, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Authorizing Waiver of Formal Bid Procedures by a Two-thirds Vote of the Board Members Present Pursuant to Section 5.03(D) of the Home Rule Charter; Awarding an Operations and Management (“O&M”) Agreement of a Bio-Hazardous Waste Disposal Facility on County-owned Property to Stericycle, Inc., With a Positive Fiscal Impact to the County of at Least \$5,500,000.00 for Twenty Years Including the Initial Ten Year Term of the O&M Agreement and the Two, Five-Year Renewal Terms; and Authorizing the County Mayor or the County Mayor’s Designee to Execute Same and Exercise All Other Rights Contained Therein

Recommendation

It is recommended that the Board of County Commissioners (“Board”) find that it is in the best interest of the County to waive the formal bid procedures by a two-thirds vote of the Board members present and authorize the County Mayor or his Designee to approve the attached Operations and Management Agreement with Stericycle, Inc. (“Stericycle”), the current operator of a bio-hazardous waste disposal facility, on County-owned property containing approximately 60,500 square feet of space, located at 8795 NW 58th Street, Doral, Florida (Folio No.: 30-3016-000-0010). The O&M Agreement will permit Stericycle to continue to operate the largest bio-hazardous waste disposal facility in Miami-Dade County at this site.

The Department of Solid Waste Management (“DSWM”) finds that it is in the best interest of the County to enter into this O&M Agreement with Stericycle based on the fact that Stericycle: 1) currently owns and operates a fully permitted commercial-scale bio-hazardous waste facility in the County and has been in continuous operation for over fifteen (15) years; 2) has the capacity to receive and treat the vast majority of the County’s bio-hazardous waste stream of approximately 76,500 pounds of bio-hazardous waste per day, from all major hospitals in southeast Florida, including Jackson Health System, Baptist Health, Bascom Palmer, Mount Sinai, University of Miami, Westchester, Kendall Regional, Nicklaus Children’s, Mercy, Palmetto General, North Shore, South Shore, Doctor’s, Coral Gables, South Miami, Hialeah, Larkin, Aventura, South Dade Community Health Centers, and several others; 3) has the capacity to accept bio-hazardous waste from third party entities; 4) possesses the compliance agreement (“CA”) required by the United States Department of Agriculture (“USDA”) Animal and Plant Health Inspection Service to manage and treat regulated garbage such as international waste from Miami International Airport, Miami Opa-locka Executive Airport, Kendall-Tamiami Executive Airport and PortMiami – the only other entity with a large processor CA in southeast Florida is Wheelabrator South, according to USDA; and 5) possesses adequate financial strength and managerial capability to provide the necessary infrastructure and equipment required to provide bio-hazardous waste disposal capacity adequate to receive and treat the entire bio-hazardous waste stream generated in the County on the property. In order to minimize any service disruptions in this very essential, important, and unique service, and more so now during the coronavirus (COVID-19) pandemic, DSWM respectfully requests that the Board authorize this purchase.

Scope

The County does not guarantee to provide waste to Stericycle. Stericycle may autoclave bio-hazardous waste from any of its customers from inside or outside the County but shall give preference to waste generated in Miami-Dade County, Florida. Therefore, the scope of this item is countywide in nature.

Delegation of Authority

The Board authorizes the County Mayor or County Mayor designee to execute the Operations and Management Agreement and exercise all rights contained in the Agreement, including any options to renew or cancellation provisions.

Fiscal Impact/Funding Source

Based on the current monthly payment schedule, Stericycle shall provide \$20,422, which includes taxes, in payments to the County through September 2020. The total payments to the County shall be approximately \$5.5 million for the entire twenty (20) year term, which includes an initial ten-year, and the two, 5-year options to renew. The prospective amount shall be approved by the Board during the budget process based on the Bureau of Labor Statistics Consumer Price Index (“CPI”) for All Urban Consumers in the Southeast region.

Such CPI increases shall be capped at five percent (5%) per year for the initial term and any renewal terms of this Agreement. In the event that the actual CPI increase exceeds the five percent (5%) cap in a given year, the amount of CPI increase above the five percent (5%) cap shall be applied to CPI increases in future years when the CPI is less than five percent (5%).

Track Record/Monitoring

The Agreement will be managed by Michael J. Fernandez, DSWM Director.

Background

On March 1, 2020, the Governor of Florida issued Executive Order Number 20-51 directing the State Health Officer and Surgeon General to declare a Public Health Emergency due to the discovery of COVID-19/novel Coronavirus in Florida. The Florida Governor then issued a State of Emergency for the State of Florida on March 9, 2020. On March 12, 2020, Mayor Carlos A. Gimenez declared a local state of emergency to County residents due to COVID-19. In the following days, hospitals and medical offices were inundated with residents exposed or potentially exposed to COVID-19. A few weeks thereafter, drive-through testing sites opened for County residents throughout the County. Stericycle began servicing some Pop-Up testing sites in Florida including some in Miami, Miami Beach, and Aventura, and more coming online every day. During this pandemic, many of the local hospitals are increasing service frequency of containers which Stericycle is servicing.

In effort to accommodate the high demand of the highly infectious bio-hazardous waste produced by the COVID-19 pandemic, which has vastly impacted South Florida, Stericycle has the need to continue providing services at this site in effort to dispose the infectious waste and combat the highly contagious virus.

According to the Florida Department of Health (“FDOH”), there are approximately 42,000 facilities in Florida that generate bio-hazardous waste. These include hospitals, clinics, nursing homes,

laboratories, funeral homes, dentists, veterinarians, physicians, pharmacies that provide flu shots, body piercing salons, tattoo shops, transporters, and storage and treatment facilities. The objective of the bio-hazardous waste program is to protect health care workers, environmental health staff, bio-hazardous waste transporters, and the general public from risks associated with potentially infectious bio-hazardous waste.

Both the FDOH and the Florida Department of Environmental Protection (“FDEP”) have responsibilities under this program. However, FDEP has delegated its authority in the County to the Department of Regulatory and Economic Resources’ (“RER”) Environmental Resources Management.

There are seventeen (17) FDOH registered commercial bio-hazardous waste treatment facilities in Florida: three (3) in the north central region; six (6) in the northeast region; four (4) in the southwest region; and four (4) in the south region. The four in the south region include Advance Medical Sanitation (Miami), Medigreen Waste Services (Palm Beach), Trilogy MedWaste Southeast (Miami), and Stericycle (Miami).

RER issued seven (7) Solid Waste permits for intermediate storage/transfer locations with the following collection companies: Medical Waste, Medi-Waste Transport Solutions, Advance Medical Sanitation, Sterytec, United Medical Industries Corp, Healthcare Environmental Services, and Medical Waste Management. Stericycle was issued an Industrial Waste (“IW”) permit by RER and is the only facility in the County that has an on-site treatment system that discharges to the sanitary sewer. The oversight of systems with discharges to the sanitary sewer is a prime function of the IW program. Beside Stericycle, the only other facility that provides treatment is Advance Medical Sanitation which has a small autoclave on-site but does not have the same extent of operations as Stericycle. A review of the Stericycle facility routine inspections and wastewater treatment plant effluent sampling records for the past three (3) years, found no permit condition violations or exceedances of sanitary sewer effluent standards.

In 1980 the County’s northeast incinerator permanently closed its operations resulting in a severe shortage of incinerator capacity for disposal of pathological, infectious, and medical waste, now known as bio-hazardous waste in the County. Recognizing the void caused by the closure of the County’s incinerator, the Board approved an agreement with ACME Services which included design and construction of a replacement incinerator. Since that time four (4) other companies have held the lease: Metro Waste Services (1986); MedX Inc (1992), included construction of a new facility with autoclaves immediately to the west of the NW 87th Avenue right-of-way (the current site); BFI Medical Waste (1999), and later assigned to Stericycle in 2001; and Stericycle (2007) (the current lease).

Stericycle is a leading provider of bio-hazardous waste disposal services in the country and the County. Stericycle employs 143 persons, of which 130 reside in the County. The company operates five (5) physical locations in the County, including the current site which features autoclave (steam sterilization) treatment of regulated medical waste. The current site services Miami-Dade, Monroe, Broward, and Palm Beach counties; with preference to customers and waste from the County. In 2019, Stericycle processed approximately 36 million pounds of bio-hazardous waste out of the Doral Facility for Miami-Dade, Broward, Monroe, and Palm Beach counties, almost 24 million pounds were specific to the County. The Doral Facility also serviced approximately 7,300 locations of which nearly 2,300

were locations from the County. The company services twenty-one (21) major hospital systems in the County as well as Miami International Airport and Homestead Air Reserve Base and PortMiami.

On March 20, 2007, the Board adopted Resolution No. R-357-07 which approved a land lease agreement between the County and Stericycle for operation of a bio-hazardous waste disposal facility at the current location in Doral; DSWM does not accept bio-hazardous waste at any of its facilities. The agreement was for six (6) years, with three (3) two-year mutual options-to-renew (“OTR”). The final OTR expired April 13, 2019.

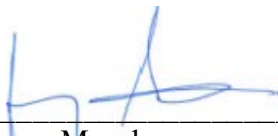
DSWM began to work on a substitute procurement for this service. As the expiration of the final OTR approached, and in order to avoid any lapse in tenancy and in service, on April 1, 2019, DSWM provided Stericycle with a one (1) year Permit to Conduct Private Business on Public Property for the same provisions and use identified in the final OTR pursuant to Miami-Dade County Administrative Order No. 8-5 (“AO”), Permission to Conduct Private Business on Public Property. The permit was extended for a final twelve (12) months on June 3, 2020, in accordance with the AO.

Both the County and Stericycle obtained separate independent appraisals on or about February 2020. However, when compiling the minimum qualifications for the solicitation, it became apparent that Stericycle would be the only viable source. Please refer to the recommendations enumerated in the “Recommendation” section of this memorandum.

In order to eliminate any future potential lapses in this important service of countywide significance, the attached O&M Agreement will allow Stericycle to exercise any one of the following options, by providing notification to the County at least two (2) years prior to expiration of the initial term or any OTR:

- Agree to sell the improvements to the future tenant at market value;
- agree to sell the improvements to the County (at County’s request) at market value;
- surrender and deliver the premises to the County upon termination of the Agreement in as good condition as the premises were at the commencement of the Agreement or better and return that portion of the property upon which the building was situated, at tenant’s expense, to its unimproved condition; or
- leave the improvements as is – the building and any contents left will become property of the County.

Due to the critical nature of this service to ensure the safety of the public and the environment, especially during the COVID-19 pandemic, it is in the best interest of the County to waive competitive solicitation for this service and approve this O&M Agreement.



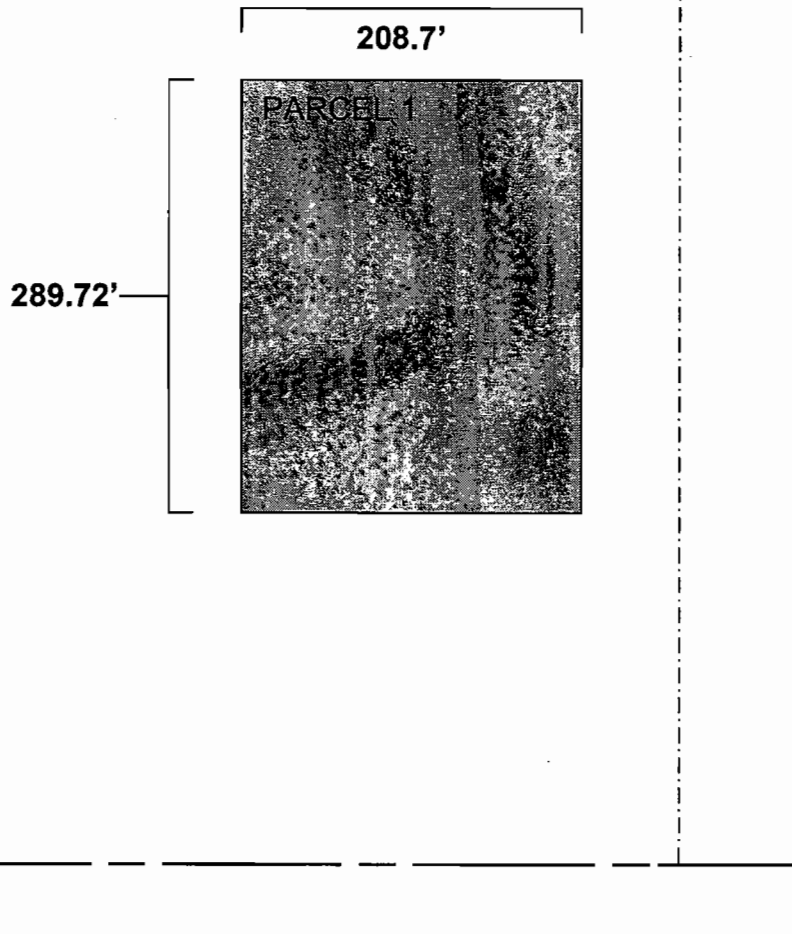
Jimmy Morales
Chief Operations Officer

EXHIBIT A
STERICYCLE LAND LEASE
NW 58th Street and 87th Avenue

DESCRIPTION - PARCEL 1

THE NORTH 289.72 FEET OF THE
SOUTH 533.42 FEET OF THE WEST
208.7 FEET OF THE EAST 258.7 FEET
OF THE SE ¼ OF THE SE ¼ OF THE
SE ¼ OF SECTION 16, TOWNSHIP 53
SOUTH, RANGE 40 EAST, MIAMI-
DADE COUNTY, FLORIDA.

[60,464 Square Feet]



Approximate Scale 1" = 100'

EXHIBIT "B"

**OPERATIONS AND MANAGEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND
STERICYCLE, INC., FOR THE OPERATION AND MANAGEMENT OF A BIO-HAZARDOUS
WASTE DISPOSAL FACILITY**

THIS OPERATIONS AND MANAGEMENT AGREEMENT (the "Agreement"), is hereby entered into this _____ day of _____, 2021, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County") and Stericycle, Inc., a Delaware Corporation (the "Operator" or "Stericycle").

W I T N E S S E T H

WHEREAS in an effort to (i) continue the safe disposal of the highly biohazardous, infectious medical waste generated by hospitals and COVID-19 testing facilities without interruption of this critical service, and (ii) combat the highly contagious COVID-19 virus, as well as to protect the general health, safety and welfare of Miami-Dade County and South Florida residents the Board of County Commissioners (the "Board") wishes to waive the formal bid process and award this Agreement to the Operator.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. TERM

The initial term of this Agreement shall be for ten (10) years, commencing on _____ 2021. Following the initial term, and upon mutual agreement of the parties hereto, this Agreement may be renewed for up to two (2) successive five-year periods. Additionally, the County reserves the right to extend this Agreement for up to one hundred-eighty (180) calendar days at the end of the final renewal period to ensure continuity of services until a successor agreement is awarded, and will notify the Operator in writing of such extension.

EXHIBIT "B"**2. PREMISES**

The facility is located at 8795 NW 58th Street, Doral, Florida, as graphically depicted and legally described on Exhibit "A" attached hereto (the "Premises").

3. USE OF THE FACILITY

Operator shall use Premises exclusively for the management and operation of autoclaves as described in Article 6 hereof. Waste material - other than pathological, infectious and hospital waste, USDA International Waste shall not be stored or processed in the Premises without prior written approval of the Director of the Department of Solid Waste Management (the "Director"). Operator shall be responsible for all contractual arrangements with generators of waste materials that can be autoclaved under the terms of this Agreement. The County does not guarantee to provide waste to Operator. Operator may autoclave waste from any of its customers from inside or outside the County but shall give preference to customers located and waste generated in Miami-Dade County, Florida. Operator shall not accept medical waste from outside the County, if customers from within the County would be rejected as a result. All residues shall be disposed of at a facility permitted to handle such material.

Operator must (i) obtain and maintain all required operating permits throughout the duration of this Agreement and any renewal terms herein, and (ii) provide the necessary equipment to provide bio-hazardous waste disposal adequate to receive and treat the entire bio-hazardous waste stream generated in the County on the Premises.

4. MONTHLY RENTAL

Commencing on the first day of the month immediately following the effective date of this Agreement, as recorded by the County Clerk's Office, and on the first day of each month thereafter for the initial term or any renewal terms of this Agreement, Operator shall pay to the County, the sum of Nineteen Thousand Eighty-Six and 44/100 Dollars (\$19,086.44), plus sales tax, payable to the Department of Solid Waste Management, 2525 NW 62nd Street, Suite 5100, Miami, Florida 33147, or to such other place as the County may from time to time designate in writing. Commencing on July 1, 2021, and on every July 1st thereafter, the monthly rent for the current

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year shall be adjusted upward (if at all) by the percentage increase over the prior year recorded by the Bureau of Labor statistics Consumer Price Index (“CPI”) for all Urban Consumers in the Southeast Region. Such CPI increases shall be capped at five percent (5%) per year for the initial term and any renewal terms of this Agreement. In the event that the actual CPI increase exceeds the five percent (5%) cap in any given year, the amount of CPI increase above the five percent (5%) cap shall be applied to CPI increases in future years when the CPI increase is less than five percent (5%). The County may, at most, apply any given year’s overage amount to the subsequent three (3) years’ actual CPI, and in no case exceed a maximum CPI of five percent (5%). Only the actual CPI is used to determine any given year’s overage. *Please refer to Sample CPI Application below.*

<u>SAMPLE CPI APPLICATION</u>						
YEAR	ACTUAL CPI	PRIOR OVERAGE APPLIED	EFFECTIVE CPI	MAX	OVERAGE	APPLICABLE THROUGH
2022	2.50%	0.00%	2.50%	5.00%	0.00%	
2023	16.20%	0.00%	16.20%	5.00%	11.20%	2026
2024	1.60%	3.40%	5.00%	5.00%	0.00%	
2025	2.30%	2.70%	5.00%	5.00%	0.00%	
2026	3.60%	1.40%	5.00%	5.00%	0.00%	
2027	1.50%	0.00%	1.50%	5.00%	0.00%	
2028	2.50%	0.00%	2.50%	5.00%	0.00%	
2029	1.60%	0.00%	1.60%	5.00%	0.00%	

In the event that Operator fails to pay the rent or any other fees or charges as required to be paid under the provision of this Agreement within thirty (30) days after the same shall be due, interest of one and one-half percent (1.5%) per month shall accrue against the delinquent payment(s) from date due until the same are paid. Implementation of this provision shall not preclude the County from terminating this Agreement for default in the payment of rent or from enforcing any other provision contained therein, or as provided by law.

5. CAPITAL CONTRIBUTION

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Operator agrees, within thirty (30) days after approval of this Agreement by the Board, to pay the County the sum of Five Thousand Dollars (\$5,000). In addition, Operator shall pay the County Five Thousand Dollars (\$5,000) within thirty (30) days after approval of each renewal option by the County.

6. OPERATION OF AUTOCLAVE(S)**(a) General Operation**

Operator shall operate at least two (2) autoclaves, each rated at 4,000 pounds per hour or greater. Operator shall be required upon request, to provide the County with an appropriate annual maintenance and repairs schedule for the autoclaves and to reasonably follow such schedule, and to notify the County of any changes. Any deviation from the operation of the above described equipment shall only be allowed upon prior written approval by the Director, such consent not to be unreasonably withheld. Such operation shall comply with all federal, state and County rules and regulations applicable to bio-hazardous waste autoclaves and treatment while such operation is permitted in this Agreement.

(b) Transportation of Residues

The parties agree that Operator will paint and/or mark the containers used for transport of residues from the autoclaving process white or another color different from that used for containers that transport untreated bio-hazardous waste.

7. RATES AND SERVICES

Operator shall charge all third-party waste providers contracting with Operator to deliver material to the site a uniform gate rate disposal fee. On October 1, 2021, and on every October 1st thereafter, the following uniform disposal fees shall be adjusted upward (if at all) by the percentage increase over the prior year recorded by the Bureau of Labor statistics CPI. Such CPI increases shall be capped at five percent (5%) per year for the initial term and any renewal terms of this Agreement. In the event that the actual CPI increase exceeds the five percent (5%) cap in a given year, the amount of CPI increase above the five percent (5%) cap shall be applied to CPI increases in future years when the CPI increase is less than five percent (5%). *Refer to*

EXHIBIT "B"

Sample CPI Application in Article 4 (Monthly Rental) above. Any other adjustments to the uniform disposal fees may only be amended upon a showing to the Board of reasonable cause:

Schedule 1-Scheduled Delivered Volumes

AI	Bio-hazardous Waste	\$0.31 per pound
A4	International USDA (Waste)	\$0.37 per pound

Schedule 2 - Delivered On-Call Volumes

CI	Bio-hazardous Waste	\$0.37 per pound
C4	International USDA (Waste)	\$0.43 per pound

Operator shall furnish good, prompt and efficient service on a fair, equal and non-discriminatory basis to all users thereof, provided however, that Operator may be allowed to make reasonable, uniform and non-discriminatory discounts or other similar types of price reductions to volume purchasers.

On every October 30th, Operator shall furnish third party customer reports to the County that utilized the above stated rates. The report shall include at a minimum: customer name, address, date of disposal, type of waste disposed, pounds disposed, disposal rate and total transaction amount.

7(a). USE OF SHRED-IT BY COUNTY

For such time that Operator owns and operates a separate document destruction, hard drive destruction, and specialty item shredding facility, the Operator agrees to provide at least two (2) annual document destruction and specialty item shredding services events to the County, at no cost to the County, pursuant to a separate service agreement, for County documents that are no longer under federal, state, and or local law retention record obligations.

8. MAINTENANCE OF PREMISES

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Operator shall be solely responsible for the maintenance and repair of the Premises, which shall include but not be limited to, the building(s), fencing, security, autoclaves, paved area, roofing, and landscaped areas. Painting of the improvements shall be done at a minimum, every five (5) years. Noise, odor and general nuisance compliance, shall meet or exceed all applicable local, state, and federal codes having jurisdiction over same. No excavation of any kind of the Premises shall be made and no well of any nature shall be dug, constructed or drilled on the Premises without prior written approval of the Director. Operator shall operate and maintain all utilities including storm water drainage facilities. Operator shall be required upon request, to provide the County with an appropriate annual maintenance and repairs schedule for the autoclaves and to reasonably follow such schedule, and to notify the County of any changes. The County reserves the right to inspect the Premises to ensure compliance with the terms and provisions of this Agreement. Operator shall maintain an on-site manager to supervise the Premises and have authority to deal with the Director or his/her designated representative on all matters relating to activities of Operator on the Premises.

9. UTILITIES

Operator shall be solely responsible for obtaining and paying for all required utilities. County shall have no obligation to provide utilities to the Premises in addition to those existing on the Premises at the time of execution of this Agreement.

10. LAWS, REGULATIONS AND PERMITS

Operator shall comply with all federal, state, County and local laws, ordinances, rules and regulations applicable to the bio-hazardous, bio-medical, waste, and special waste disposal operation on the Premises. Operator shall obtain and maintain all permits and licenses as required for its bio-hazardous waste hauling and disposal operation. Operator shall pay all taxes and other costs lawfully assessed against its leasehold interests on the Premises, its improvements and its operations under this Agreement; provided however, that Operator shall not be deemed to be in default of its obligations hereunder for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity or amount of such taxes.

EXHIBIT "B"

Operator further agrees to be solely responsible for obtaining all permits and approvals necessary for building and zoning, at its own cost and expense.

11. ALTERATIONS OF PREMISES AND ERECTION OF SIGNS

Operator shall not alter the Premises in any manner whatsoever without the prior written approval of the Director, Regulatory and Economic Resources, such consent not to be unreasonably withheld and prior written consent of other applicable regulatory agencies. Operator shall not erect, maintain or display any identifying signs or any advertising matter without the prior written approval of the Director. All signs shall be erected in accordance with the South Florida Building Code and the Code of Miami-Dade County (the "Code").

12. ASSIGNMENT AND SUBLETTING

This Agreement shall not be assigned, transferred, pledged or otherwise encumbered except upon prior written approval of the Director at his/her sole discretion. Notwithstanding the foregoing, Operator may assign this Agreement to a wholly-owned subsidiary or affiliate which performs biohazardous waste disposal services with written notice to the Director, which approval by the County shall not be unreasonably withheld. Operator shall not sublet any portion of the Premises without the written consent of the Director or designee.

13. INDEMNIFICATION AND INSURANCE

Operator shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Operator or its employees, agents, servants, partners principals or subcontractors. Operator shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgements, and attorneys' fees which

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may issue thereon. Operator expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Operator shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Operator shall furnish annually to Miami-Dade County, c/o Department of Solid Waste Management, 2525 NW 62nd Street, Suite 5100, Miami, Florida 33147-7716, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees as required by Chapter 440, Florida Statutes.

B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence.

Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Pollution Liability Coverage in an amount not less than \$1,000,000 per occurrence.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

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The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and is a member of the Florida Guaranty Fund.

NOTE: CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
 111 NW 1ST STREET
 SUITE 2340
 MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the Operator of this liability and obligation under this section or under any other section in this Agreement.

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) business days of notification of award. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Operator shall have an additional five (5) business days to submit a corrected certificate to the County. If the Operator fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Operator shall be in default of the contractual terms and conditions and award of the Agreement may be rescinded, unless such timeframe for submission has been extended by the County.

The Operator shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Agreement, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Agreement, the Operator shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Agreement period, the County may suspend the Agreement until the new or renewed certificates are received

EXHIBIT "B"

by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Agreement for cause and the Operator shall be responsible for all direct and indirect costs associated with such termination.

14. DEFAULT BY OPERATOR

Any of the following shall be considered a default under the terms of this Agreement:

(a) Failure of Operator to promptly make all payments of rent, charges and fees to be paid as herein provided shall constitute a default, and County may at its option terminate this Agreement by giving Operator fifteen (15) days prior written notice for failure to pay, unless the default is cured within such period.

(b) Failure of Operator to comply with any other covenant of this Agreement shall constitute a default, and the County may at its option terminate this Agreement by giving Operator thirty (30) days prior written notice, unless the default is cured within such period or if the default cannot be cured within such thirty (30) day period, Operator shall not be deemed in default if Operator commences to cure within such thirty (30) day period and diligently prosecutes such cure to completion.

(c) County may at its option terminate this Agreement, by giving Operator thirty (30) days prior written notice, if a lien is filed against the leasehold interest of Operator and is not removed, or action initiated and diligently prosecuted by Operator to remove such lien(s) within thirty (30) days after notice, or in the event that Operator is unable to remove said lien within six (6) months after initial notice thereof.

(d) The occurrence of any of the following events shall constitute a default by Operator and this Agreement shall automatically terminate: abandonment of the Premises or discontinuation of operations; filing by Operator of bankruptcy or insolvency proceedings, provided that such proceedings are not dismissed within sixty (60) days; adjudication as bankrupt; making of a general assignment for the benefit of creditors; providing false information to the County.

EXHIBIT "B"

(e) Failure of Operator to occupy and operate the Premises for fifteen (15) days or more for the purposes permitted under this Agreement unless such failure is excused under other provisions of this Premises, shall constitute a default, and this Agreement shall be automatically terminated.

(f) The failure of Operator to comply with environmental regulations which result in the levy of a fine which the Operator does not pay when due, or results in the threatened shutdown which Operator does not remedy by meeting the regulatory agency to correct the violations, within the time required by the regulatory agency, or exercising Operator's administrative remedies by filing a petition or other legal documents, and timely and diligently prosecuting such administrative remedy to its conclusion, shall-constitute an event of default and this Agreement may be immediately terminated at the sole option of the County, subject to Operator's ability to cure such default in accordance with Section 14(b) here above.

(g) If the termination of this Agreement by the County occasioned by the default of Operator under the Agreement should result in any litigation by a third party against the County, Operator hereby agrees to indemnify and hold harmless the County, its successors and assigns, from and will pay and discharge all loss, including reasonable attorney's fees, costs and expenses resulting from or in any manner connected with such litigation, including all appellate proceedings.

(h) The County, at its sole discretion, may choose to apply damages in place of termination for any documented default listed in 14(a) – 14(h). Damages may be applied at the rate of one (1) months rent, per instance of default, at the monthly rent rate applicable in the month of the default.

15. DAMAGES UPON DEFAULT

(a) In the event of termination for default by Operator, County shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Agreement term, the following amount as damages:

i) After a ninety (90) day decommissioning period, the reasonable costs of re-entry and re-leasing including without limitation the cost of any cleanup, repair, removal of property,

EXHIBIT "B"

and fixtures of Operator, or any other expense of alteration occasioned by failure of Operator to quit the Premises upon termination and to leave them in the required condition;

ii) The loss of reasonable rental value adjusted to the market for unimproved real estate in the area from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been secured.

iii) The County shall have the right to take possession of the Premises (including such partially constructed equipment or materials as have been generated or supplied by either party hereto) or discontinue the operations. In the event of any such takeover, the County shall be entitled to recover damages equal to the amount paid by the County to complete the work, together with reasonable attorney's fees. Nothing in this paragraph shall be in derogation of the County's other rights under this Agreement.

(b) If the Agreement is terminated for any reason other than default by the County, the liability of Operator to the County for damages shall survive such termination, and the rights and obligations of the parties shall be as follows:

i) Operator shall vacate the Premises immediately and remove, within sixty (60) days, any property of Operator including any specialty furnishings, fixtures and equipment ("FF&E"). Operator may request the permission of the Director or designee, to leave certain improvements and/or FF&E so long as they do not damage County property and do not interfere with County operations. In order to avoid a lapse in service, Operator shall continue to provide all services remotely contemplated in this Agreement during this time and until a successor agreement is in place.

ii) If Operator fails to return the Premises to the County in the agreed upon condition, the County may re-enter, take possession of the Premises and remove any persons or property by legal action without liability for damages.

(c) Operator shall provide a bond, in a form approved by the County, in the amount of \$250,000.00, to be held by the County throughout the term of this Agreement, to be applied toward any costs relating to subsections (a) and (b) above. This bond shall be adjusted upward in the

EXHIBIT "B"

event that the Agreement is renewed beyond the initial ten (10) year term to reflect the CPI adjustments over the initial ten (10) year term. However, it is expressly understood that Operator is responsible for the entire costs which may be incurred by the County under subsections (a) and (b) above, and is in no way limited to the bond, to satisfy the above described costs.

(d) In addition to the other remedies provided, the County may:

i) Make any suitable alterations or refurbish the Premises or both, or change the character or use of the Premises, but the County shall not be required to re-let for any use or purpose.

ii) Re-let all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Agreement, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

16. TERMINATION OF AGREEMENT

This Agreement shall be subject to cancellation by Operator if any of the following events shall occur:

(a) Default by the County in the performance of any material covenant or agreement herein required to be performed by the County and the failure of the County to remedy such default for a period of sixty (60) consecutive calendar days after receipt of written notice by Operator to the County to remedy the same; or

(b) economic impossibility of performance as determined by Operator, which shall not be unreasonably agreed to by the County, in the event that changes in existing state and federal environmental regulations preclude or render economically prohibitive the disposal of autoclave facility residues by existing methods; or

(c) destruction of all or substantially all of the facilities and/or operations at the Premises by catastrophe, casualty, as a result of an Act of God or otherwise; or

(d) in the event the County intends to use the Premises for construction or use of County buildings/services, or any other reasonable condition as determined by the County, the County shall have the right to terminate this Agreement with thirty-six (36) months prior written notice to

EXHIBIT "B"

Operator and may provide an alternate, comparable location under the control of the County, to relocate Operator's facility, and such: (i) up to thirty percent (30%) relocation costs shall be borne by the County if relocation is required during the initial term; and (ii) the County shall not pay for any relocation costs if relocation is required during the first or second renewal options. Operator shall provide written proof of expenses.

17. NONDISCRIMINATION

During the performance of this Agreement, including the use of and construction of any improvements on the Premises, Operator agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, the Operator attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Operator or any owner, subsidiary or other firm affiliated with or related to the Operator is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Operator submits a false affidavit pursuant to this Resolution or the Operator violates the Act or the Resolution during the term of this Agreement, even if the Operator was not in violation at the time it submitted its affidavit.

EXHIBIT "B"

Operator agrees to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 C.F.R., Part 60).

18. SECURITY

Operator acknowledges and accepts full responsibility for the security and protection of all inventory, equipment and facilities on the Premises and for prevention of unauthorized access to its facilities and agrees to comply with all fair and nondiscriminatory rules and regulations of the County concerning such security. Operator fully understands that the police security protection provided by the County is limited to that provided to any other business situated in the County by the Miami-Dade County Police Department, and acknowledges that any special security measures deemed necessary for additional protection of the Premises shall be the sole responsibility of the Operator and shall involve no cost to the County.

Operator agrees to furnish all personnel it employs, who are authorized access to the Premises, with identification badging as part of its security program.

19. GENERAL PROVISIONS

The following general provisions shall be applicable to this Agreement:

(a) It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

(b) County makes no representation, warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that the County will not be responsible for any loss, damage or costs which may be incurred by Operator by reason of any physical condition.

(c) The Article headings contained herein are for convenience and are not intended to define or limit the scope of any provisions of this Agreement.

EXHIBIT "B"

(d) Whenever consent, approval or direction by County or Director is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Director and shall not be unreasonably withheld.

(e) Waiver by the County of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the right of the County to require strict performance of the same provision in the future or of any other provision.

(f) The Agreement shall be governed by the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in Miami-Dade County, Florida.

(g) This Agreement contains the entire agreement between the parties hereto and all prior negotiations. All negotiations, agreements, considerations, representations, and understandings between the County and Operator are incorporated herein and may be modified or altered only by agreement in writing between the County and Operator, and no act or omission of any employee or agent of the County and/or Operator shall alter, change, or modify any of the provisions hereof. Operator specifically acknowledges that it has freely negotiated this Agreement and that it has not been influenced to enter into this transaction. Operator acknowledges that it has not relied upon any warranties or representations not specifically set forth in this Agreement. Operator specifically acknowledges that the condition of the Premises or any building of which the Premises are a part of, are not a significant inducement for entering into this Agreement. Operator further acknowledges that County's repair and/or maintenance of the Premises, or lack thereof, or in the building of which the Premises may be part, is not a significant inducement for entering into this Agreement. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof. The parties to this Agreement agree that the terms of the Agreement shall not be more strictly construed against the County, or more favorably for the Operator, notwithstanding County's presentation of this Agreement.

EXHIBIT "B"

20. NOTICE

Any notice required or permitted to be given hereunder shall be deemed given when actually delivered to the party of whom it is addressed or three days after mailing by certified mail, postage prepaid, addressed as follows:

As to the County:

Director

Miami-Dade County Department of Solid Waste Management
2525 NW 62nd Street, Suite 5100
Miami, Florida 33147

With copy to:

Office of the Miami-Dade County Attorney
111 NW First Street, Suite 2800
Miami, Florida 33128-1993

As to the Operator:

Stericycle, Inc.
2355 Waukegan Road
Bannockburn, IL 60015
Attn: Real Estate Manager

With copy to:

realestate@stericycle.com

EXHIBIT "B"**21. SURRENDER OF PREMISES**

In order to avoid potential lapse in service issues, the Operator shall provide the County with its notice of intent to exercise any of the below options, at least two (2) years prior to termination of the initial term or any of the renewal terms and shall continue to provide all services remotely under this Agreement until a successor agreement is in place:

1. Agree to sell the improvements at appraised market value and close on a sale agreement with the future tenant within two (2) months of successor award; appraisal would have to be done within twelve (12) months of notifying County of Operator's intent to exercise this option. For purposes of this purchase option, "Improvements" are defined as the primary building structure (if permanently attached to the land) and anything permanently attached thereto as of the date of appraisal. Improvements, for purposes of this option, exclude any specialty FF&E, unless the parties agree at such time to include such FF&E improvements, in whole or in part, for which the purchase price will be established subject to the same appraisal process herein; or

2. agree to sell the Improvements to the County provided that the County notifies the Operator in writing of its desire to purchase the building no later than twenty-four (24) months prior to the expiration of the initial Term or any renewal terms. The County may utilize the option to purchase the Improvements then-existing on the Premises at the then-market value of the Improvements, as determined by no less than two (2) independent appraisals in accordance with the County's standard appraisal practice, one (1) of which will be paid for by the County and one (1) of which will be paid for by Stericycle. If the difference in the market value estimated by the two (2) appraisals is equal to or less than ten percent (10%), the purchase price shall be the mathematical average of the two (2) market value estimates. If the difference in market value is greater than ten percent (10%), the purchase price shall be determined based upon a review appraisal procured by the County from an independent third-party appraiser, per its standard appraisal practice. For purposes of this purchase option, Improvements are defined in number 1 above; or

EXHIBIT "B"

3. surrender and deliver the Premises to the County upon termination of this Agreement in as good condition as the Premises were at the commencement of the Agreement or better. Operator shall be required to perform any demolition, site grading, filling, cleanup or other work required to return the Premises to its unimproved condition as approved by the Director or designee. Such removal or work shall be done in a manner as to not damage County property and to not interfere with County operations. Any personal property that Operator does not remove in accordance with this Article shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County, notwithstanding other remedies granted to the County. If Operator shall fail to return the Premises in the required condition, the County may then cause the removal, demolition, site grading, filling, cleanup or other work required to return the Premises to its unimproved condition and shall charge Operator for the cost of all materials, labor, including County personnel, time cost, equipment and contracts, plus an administrative expense charge of twenty-five percent (25%), which shall be paid to the County within ten (10) business days of receipt of an invoice by Operator. If payment is not received by the County, then the County may draw against the bond required to be posted under Article 15(c). Partial draws shall be permitted; or

4. leave the Premises as is – within ninety (90) calendar days following the termination of this Agreement or any renewal terms, the Operator shall remove all of its personal property forthwith, including autoclaves, temporary structures, equipment and all leasehold improvements, whether affixed to real property or not, and all waste on the Premises. Any personal property that Operator does not remove in accordance with this Article shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County, notwithstanding other remedies granted to the County.

In the event that the Operator refuses or fails to give up possession of the Premises at the end of the second, and final renewal term, Operator shall be liable for double rental, as provided for in Section 83.58, Florida Statutes.

EXHIBIT "B"**22. INDEPENDENT OPERATOR RELATIONSHIP**

Operator, is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Operator's sole direction, supervision, and control. Operator shall exercise control over the means and manner in which it and its employees and/or volunteers perform the work, and in all respects Operator relationship and the relationship of its employees and/or volunteers to the County shall be that of an independent Operator and not as employees and agents of the County. Operator does not have the power or authority to bind the County in any promise, permit or representation other than specifically provided for in this Agreement.

23. INSPECTOR GENERAL REVIEWS*Independent Private Sector Inspector General Reviews*

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so, as set forth in Miami-Dade County Administrative Order No. 3-20. Upon written notice from the County, Operator shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall Operator prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to Operator, its officers, agents, employees, subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of Operator in connection with this Agreement. The terms of this Paragraph shall not impose any liability on the County by Operator or any third party.

Miami-Dade County Inspector General Review

EXHIBIT "B"

According to Section 2-1076 of the Code, the County has established the Office of Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Agreement shall be one quarter of one percent (0.25%) of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to Operator. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and Agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Public Health Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the

EXHIBIT "B"

services of IPSIGs to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of Operator, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to Operator from the Inspector General or IPSIG retained by the Inspector General, Operator shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in Operator's possession, custody or control which, in the Inspector General or IPSIG's sole judgement, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge 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.

24. E-VERIFY

Operator acknowledges and agrees to utilize the United States Department of Homeland Security's ("Homeland Security") E-Verify System to verify the employment eligibility of (a) all persons employed by Operator to perform employment duties within the State of Florida during the term of the Agreement; and (b) all persons (including subcontractors/sub consultants/sub vendors) assigned by Operator to perform Work pursuant to the Agreement with the County. Operator acknowledges and agrees that use of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement with the County.

25. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

EXHIBIT "B"

Operator shall comply with the public records laws of the State of Florida (the "Public Records Law"), including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of Operator upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with the Public Records Law as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

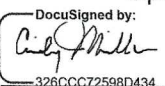
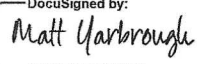
IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS PREMISES, OR COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 755-1188, salome.peters@miamidade.gov 111 NW 1st STREET, 21st FLOOR, MIAMI, FLORIDA 33128.

26. INVALIDITY OF CLAUSE

The invalidity of any portion, article, paragraph, provision or clause of this Premises, or extensions thereof shall have no effect upon the validity of any other part or portion thereof.

EXHIBIT "B"

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first herein above set forth.

Operator		Miami-Dade County	
By: <u></u> 326CC0C72598D434	DocuSigned by: <u>Janet Zelenka</u> 02ABC4007F68476...	By: _____	
Name: <u>Cindy J Miller</u>	Name: <u>Janet Zelenka</u>	Name: <u>Daniella Levine Cava</u>	
Title: <u>President and CEO</u>	Title: <u>EVP, CFO and CIO</u>	Title: <u>Mayor</u>	
Date: <u>2/11/2021</u>	Date: <u>2/11/2021</u>	Date: _____	
Witness: <u></u> 3F1244B460124A9...		Attest: _____	
		Clerk of the Board	
Witness: <u></u> 2F267C293F504EF...			
Attest: <u></u> Corporate Seal/Notary Seal <u>TIMOTHY KOUBA</u>			



Approved by the County Attorney
as to form and legal sufficiency.

Projected Rent Schedule for Stericycle

Year		Base Rent	% Increase	Rent w/CPI	Sale Taxes	Total / Month	Total / Year
2020		\$ 19,086.44			7%		12
Initial first 10 Years	2021	\$ 19,302.12	1.00%	\$ 19,495.14	\$ 1,364.66	\$ 20,859.80	\$ 250,317.57
	2022	\$ 19,495.14	1.00%	\$ 19,690.09	\$ 1,378.31	\$ 21,068.40	\$ 252,820.75
	2023	\$ 19,690.09	1.00%	\$ 19,886.99	\$ 1,392.09	\$ 21,279.08	\$ 255,348.95
	2024	\$ 19,886.99	1.00%	\$ 20,085.86	\$ 1,406.01	\$ 21,491.87	\$ 257,902.44
	2025	\$ 20,085.86	1.00%	\$ 20,286.72	\$ 1,420.07	\$ 21,706.79	\$ 260,481.47
	2026	\$ 20,286.72	1.00%	\$ 20,489.59	\$ 1,434.27	\$ 21,923.86	\$ 263,086.28
	2027	\$ 20,489.59	1.00%	\$ 20,694.48	\$ 1,448.61	\$ 22,143.10	\$ 265,717.15
	2028	\$ 20,694.48	1.00%	\$ 20,901.43	\$ 1,463.10	\$ 22,364.53	\$ 268,374.32
	2029	\$ 20,901.43	1.00%	\$ 21,110.44	\$ 1,477.73	\$ 22,588.17	\$ 271,058.06
	2030	\$ 21,110.44	1.00%	\$ 21,321.55	\$ 1,492.51	\$ 22,814.05	\$ 273,768.64
First 5-Yr OTR	2031	\$ 21,321.55	1.00%	\$ 21,534.76	\$ 1,507.43	\$ 23,042.19	\$ 276,506.33
	2032	\$ 21,534.76	1.00%	\$ 21,750.11	\$ 1,522.51	\$ 23,272.62	\$ 279,271.39
	2033	\$ 21,750.11	1.00%	\$ 21,967.61	\$ 1,537.73	\$ 23,505.34	\$ 282,064.10
	2034	\$ 21,967.61	1.00%	\$ 22,187.29	\$ 1,553.11	\$ 23,740.40	\$ 284,884.75
	2035	\$ 22,187.29	1.00%	\$ 22,409.16	\$ 1,568.64	\$ 23,977.80	\$ 287,733.59
Second 5-Yr OTR	2036	\$ 22,409.16	1.00%	\$ 22,633.25	\$ 1,584.33	\$ 24,217.58	\$ 290,610.93
	2037	\$ 22,633.25	1.00%	\$ 22,859.58	\$ 1,600.17	\$ 24,459.75	\$ 293,517.04
	2038	\$ 22,859.58	1.00%	\$ 23,088.18	\$ 1,616.17	\$ 24,704.35	\$ 296,452.21
	2039	\$ 23,088.18	1.00%	\$ 23,319.06	\$ 1,632.33	\$ 24,951.39	\$ 299,416.73
	2040	\$ 23,319.06	1.00%	\$ 23,552.25	\$ 1,648.66	\$ 25,200.91	\$ 302,410.90
TOTAL Agreement Revenue Due to DSWM							<u>\$ 5,511,743.60</u>

	<u>CPI</u>	<u>Rate</u>					
2007			0.25	0.3	0.35	0.4	
2008	3.83	0.038	0.26	0.31	0.36	0.42	
2009	-1.40	-0.014	0.26	0.31	0.36	0.42	remains the same as previous year
2010	0.9	0.009	0.26	0.31	0.37	0.42	
2011	3.8	0.038	0.27	0.33	0.38	0.43	
2012	1.7	0.017	0.28	0.33	0.39	0.44	
2013	1.9	0.019	0.28	0.34	0.39	0.45	
2014	2.3	0.023	0.29	0.35	0.40	0.46	
2015	-0.1	-0.001	0.29	0.35	0.40	0.46	remains the same as previous year
2016	0.78	0.008	0.29	0.35	0.41	0.46	
2017	1.5	0.015	0.29	0.35	0.41	0.47	
2018	2.71	0.027	0.30	0.36	0.42	0.48	
2019	1.13	0.011	0.31	0.37	0.43	0.49	

Miami-Dade County, Department of Solid Waste Management

Land Lease Agreement between Miami-Dade County and Stericycle for operation of
Bio-hazardous waste disposal facility.
Second Amendment and Restatement of Lease Agreement Between Dade-County and Stericycle
Article 4 of Second Amended and Restatement of Lease Agreement.

Source: U.S. Department of Labor
* CPI of the change in Consumer
Price Index for All Urban Consumers
Southeast Region for Prior Period
July 1 Thru June 30. Effective 10-1-10.

Approved by BCC on Resolution No. R-357-07

Year	Index	Variance	Rate	Rent	Sales Tax	Total
January 1, 1995	146.6	N/A	N/A	N/A	N/A	8,043.00
January 1, 1996	150.4	3.8	2.59%	N/A	N/A	8,251.47
	154.9	4.5	2.99%	N/A	N/A	8,498.35
	156.6	1.7	1.09%	N/A	N/A	8,591.58
	158.9	2.3	1.46%	8,717.71	566.65	9,284.36
	163.5	4.6	2.89%	8,969.85	583.03	9,552.68
January 1, 2001	169.3	5.8	3.54%	9,287.18	603.67	9,890.85
January 1, 2002	171.7	2.4	1.42%	9,419.05	612.24	10,031.29
January 1, 2003	176.7	5.0	2.91%	9,693.14	678.52	10,371.66
January 1, 2004	179.8	3.1	1.80%	9,867.62	690.73	10,558.35
January 1, 2005	185.2	5.4	3.00%	10,163.66	711.46	10,875.11
January 1, 2006	193.6	8.4	5.00%	10,671.83	747.03	11,418.86
January 1, 2007	197.7	4.1	2.07%	10,892.74	762.49	11,655.23
April 12, 2007	N/A	N/A	N/A	15,001.00	1,050.07	16,051.07
October 1, 2006	197.2	N/A	N/A	15,001.00	1,050.07	16,051.07
October 1, 2007	204.7	7.5	3.84%	15,577.04	1,090.39	16,667.43
October 1, 2008	212.6	7.9	3.83%	16,173.64	1,132.15	17,305.79
October 1, 2009	211.1	-1.5	N/A	16,173.64	1,132.15	17,305.79
October 1, 2009	209.3	N/A	N/A	16,173.64	1,132.15	17,305.79
October 1, 2010	211.2	1.9	0.9	16,319.20	1,142.34	17,461.54
October 1, 2011	219.3	8.1	3.8	16,944.22	1,186.09	18,130.31
October 1, 2012	223.0	3.7	1.7	17,232.27	1,206.25	18,438.52
October 1, 2013	227.1	4.1	1.9	17,559.68	1,229.17	18,788.85
October 1, 2014	232.2	5.12	2.3	17,893.55	1,257.45	19,221.00
October 1, 2015	232.026	-0.24	N/A	17,963.55	1,257.45	19,221.00
October 1, 2016	233.838	1.81	0.78	18,103.66	1,267.25	19,370.91
October 1, 2017	237.346	3.5	1.5	18,375.21	1,286.26	19,661.47
October 1, 2018	243.770	6.42	2.71	18,873.17	1,321.13	20,194.30

*** Lease agreement has no does provide for reduction in CPI so the Lease amount remains the same.

(1) Cutoff for prior years CPI using South Size Class A and periods October to September period.

(2) For the October 1 2010, CPI adjustment a change was made in CPI tables and period used for determining the adjustment. Departement elected to use South Urban Table and July to June. period.

NOTE: Due to the minimal changes for CPI for June 2014 and June 2015, The Department has elected to keep all rates flat.

Approved _____ Mayor

Agenda Item No. 14(A)(3)

Veto _____

03-20-07

Override _____

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-357-07

RESOLUTION AUTHORIZING EXECUTION OF THE LAND LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND STERICYCLE FOR OPERATION OF A BIO-HAZARDOUS WASTE DISPOSAL FACILITY AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY OPTIONS OR TERMINATION OR DEFAULT PROVISIONS THEREOF

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, there is a continued need to provide for the safe disposal of bio-hazardous waste, including medical waste, generated by various institutions and companies located inside or outside Miami-Dade County to protect the general health, safety and welfare of its citizens; and

WHEREAS, the Land Lease was competitively bid in accordance with Section 125.35 Florida Statutes and Stericycle has met all bid specifications and is recommended for award,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds that it is in the best interest of Miami-Dade County to authorize the County Mayor or his designee to execute the Land Lease between Miami-Dade County and Stericycle for operation of a Bio-hazardous waste disposal facility in substantially the form attached hereto and made part hereof, following proper execution by Stericycle and review by the County Attorney's Office and authorizing the County Mayor or his designee to exercise any options or termination or default provisions contained therein.



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: March 20, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 14(A)(3)

Please note any items checked.



"4-Day Rule" ("3-Day Rule" for committees) applicable if raised

6 weeks required between first reading and public hearing

4 weeks notification to municipal officials required prior to public hearing

Decreases revenues or increases expenditures without balancing budget

Budget required

Statement of fiscal impact required

Bid waiver requiring County Manager's written recommendation

Ordinance creating a new board requires detailed County Manager's report for public hearing

Housekeeping item (no policy decision required)

No committee review

The foregoing resolution was offered by Commissioner Dennis C. Moss who moved its adoption. The motion was seconded by Commissioner Katy Sorenson, and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrian D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of March, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.



By: **KAY SULLIVAN**
Deputy Clerk

Hugo Benitez

LAND LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND STERICYCLE
FOR OPERATION OF A BIO-HAZARDOUS WASTE DISPOSAL FACILITY

THIS LAND LEASE AGREEMENT ("Land Lease"), is hereby entered into this _____ day of _____, 2007, by and between MIAMI - DADE COUNTY, a political subdivision of the State of Florida ("County"), and STERICYCLE, a Delaware corporation.

WITNESSETH

WHEREAS, there is a continued need to provide for the safe disposal of bio-hazardous waste, including medical waste, generated by various institutions and companies located inside and outside Miami-Dade County to protect the general health, safety and welfare of its citizens; and

WHEREAS, Miami-Dade County has since 1981 continuously leased land located in the vicinity of the N. W. quadrant of the intersection of N.W. 87th Avenue and 58th Street, now lying within the City of Doral, for operation of a bio-hazardous waste disposal facility and desires that this operation continue; and

WHEREAS, an Invitation to Bid for the Land Lease was issued in accordance with the provisions of Section 125.35, Florida Statutes, and STERICYCLE was the successful bidder.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

Memorandum



Date: March 20, 2007

To: Honorable Chairperson, Bruno A. Barreiro
and Members, Board of County
Commissioners

Agenda Item No. 14(A)(3)

From: George M. Burgess
County Manager

Subject: Land Lease Agreement between Miami-Dade County and Stericycle for
Operation of a Bio-Hazardous Waste Disposal Facility

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the County Manager to execute the Land Lease Agreement between Miami-Dade County and Stericycle for Operation of a Bio-Hazardous Waste Disposal Facility (Land Lease). The Land Lease is for approximately 60,500 square feet of land located at the N.W. quadrant of the intersection of N.W. 87th Avenue and 58th Street, where Stericycle currently operates a bio-hazardous waste disposal business. This Land Lease is the result of an invitation to bid issued in accordance with Section 125.35 Florida Statutes. The previous Land Lease expired on July 31, 2006. Stericycle, the incumbent bidder, has been paying its normal lease payment pending the outcome of this solicitation. The term of the Land Lease is six (6) years, with three (3) two-year mutual options to renew.

BACKGROUND

The County's Northeast Incinerator was closed in 1980. As a result, a severe shortage of incinerator capacity for disposal of pathological, infectious and medical waste (now bio-hazardous waste) was experienced in Miami-Dade County. Recognizing the need for a bio-hazardous waste disposal facility in Miami-Dade County, the Board issued an RFP seeking a firm to provide this service and subsequently entered into a lease agreement with Acme Services Unlimited, Inc. in 1981 (R-609-81). The leased property, of approximately 45,000 square feet, was located at the N.W. 58th Street Main Landfill site in the right-of-way for theoretical N.W. 87th Avenue.

In 1986, the Board again issued an RFP for this service resulting in a lease agreement with Metro Waste Services, Inc. (formerly Acme Services Unlimited, Inc.) (R-998-86). The lease was extended in 1991 (R-883-91) and a new lease with MedX, Inc. was entered into in 1992 (R-34-92). The MedX lease included construction of a new facility immediately to the west of the N.W. 87th Avenue right-of-way (the current site). MedX was purchased by Attwoods, Inc. in 1987, after which the lease transferred to BFI Waste Systems of North America, Inc. as part of the purchase of Attwoods, Inc. by BFI in 1994. The lease was then assigned to BFI Medical Waste, Inc. on October 27, 1999 and finally to Stericycle, Inc. (now Stericycle) on July 20, 2001.

Stericycle is the largest provider of regulated bio-hazardous waste services in North America, with four locations in Florida, including its Miami-Dade operation. The company currently provides bio-hazardous waste disposal services to 23 hospitals in Miami-Dade County; among

**Honorable Chairperson, Bruno A. Barreiro
and Members, Board of County Commissioners
Page 2**

them are Jackson Memorial, Baptist, Mt. Sinai, Cedars, Veterans Administration, Kendall Regional, Dr. Martin Luther King, Jr., and Miami Children's. Forty employees work at the Miami-Dade County facility.

Stericycle, Inc. upgraded the waste processing system at the Facility in 1999 by installing two (2) state-of-the-art autoclaves and associated super heater. The autoclaves, each having a capacity rating of 4,000 pounds per hour, use superheated steam to treat infectious waste. Following the autoclave process, the waste can be safely disposed of in a Class I landfill.

A Third Amended and Restatement of the Lease Agreement between Miami-Dade County and Stericycle, Inc., to extend the term of the agreement for six (6) years with three 2-year mutual options to renew, was placed on the February 14, 2006 Infrastructure and Land Use Committee (INLUC) agenda for approval. At that meeting, it was determined by the County Attorney's Office that simply amending the existing lease was not legally sufficient, and instead, a competitive bid process would be required, in accordance with Section 125.35 Florida Statutes. Based on this information, the INLUC deferred the item to no date certain, pending the outcome of the competitive process.

An invitation to bid was issued in May 2006 and two bids were received. The higher bid from Medico (\$17,000 per month) was rejected based on a review by Audit and Management Services of Medico's financial capability to fulfill the bid specifications. Further, Medico had requested delayed payment of an \$18,500 Consent Order settlement for air emissions violations based on "stated financial hardship." Stericycle, having submitted the second highest bid and having met all bid specifications is therefore recommended for award. The bid process increased the monthly lease payment by \$4,329.17, from the current \$10,671.83 to \$15,001 per month. The attached Land Lease is for six (6) years with three (3) two-year mutual options to renew.



Assistant County Manager

Article 1. Term of Land Lease

The County hereby leases to STERICYCLE for a term of six (6) years, commencing on the date of execution of this Land Lease, Parcel 1 referred to in Article 2 hereof located in the vicinity of the N.W. quadrant of the intersection of N.W 87th Avenue and 58th Street, within the City of Doral, Florida, for the purpose set forth in Article 3 hereof. Following the initial term, and upon mutual agreement of the parties hereto, this Land Lease may be renewed for up to three (3) successive two-year periods.

Article 2. Leased Land

The leased land includes Parcel 1 which is graphically depicted and legally described on Exhibit "A" attached hereto and made a part hereof (Leased Land).

Article 3. Use of Parcel 1

STERICYCLE shall use Parcel 1 exclusively for the management and operation of autoclaves as described in Article 5 hereof. No bio-hazardous waste material of any kind shall be stored on the site for more than 48 hours. Waste material, other than pathological, infectious and hospital waste, USDA International Waste, pharmaceutical process waste, confiscated drugs, oil spill absorbent, and confidential/classified materials and documents, shall not be stored or processed on the Leased Land without prior written approval of the Director of the Department of Solid Waste Management ("Director"). STERICYCLE is responsible for all contractual arrangements with generators of waste materials which can be autoclaved under the terms of this Land Lease. The County does not guarantee to provide waste to STERICYCLE. STERICYCLE may autoclave waste from any of its customers from inside or outside the County but shall give preference to customers located and waste generated in Miami-Dade County, Florida. STERICYCLE shall not accept medical waste from outside Miami-Dade County if customers from within Miami-Dade County would be turned away as a result. All residues shall be disposed of at a facility permitted to handle such material.

Article 4. Rentals

Beginning on the first day of the month immediately following the effective date of this Land Lease, and on the first day of each month thereafter for the term of this Land Lease, STERICYCLE shall pay the County, at the office of the Department of Solid Waste Management, the sum of \$15,001. On October 1, 2007, and on every October 1 thereafter, the monthly rent for the current year shall be adjusted upward (if at all) by the percentage increase over the prior year recorded by the Bureau of Labor statistics Consumer Price Index [CPI] (for All Urban Consumers in the South with Population of 1,200,000 or more). Such CPI increases shall be capped at five percent (5%) per year for the initial term and any renewal terms of this Agreement. In the event that the actual CPI increase exceeds the five percent (5%) cap in a given year, the amount of CPI increase above the five percent (5%) cap shall be applied to CPI increases in future years when the CPI increase is less than five percent (5%). In the event that STERICYCLE fails to pay the rentals or any other fees or charges as required to be paid under the provision of this Land Lease within thirty (30) days after the same shall be due, interest of one and one-half percent (1 1/2%) per month shall accrue against the delinquent payment(s) from date due until the same are paid. Implementation of this provision shall not preclude the County from terminating this Land Lease for default in the payment of rentals, from enforcing any other provision contained therein, or as provided by law.

Article 5. Operation of Autoclave

(a) General Operation

STERICYCLE shall operate two (2) autoclaves each rated at 4,000 pounds per hour (or greater). STERICYCLE may operate additional autoclaves provided the total output does not exceed an average of ninety-six (96) tons per day. Any deviation from the operation of the above described equipment shall only be allowed upon approval by the Director. Such operation shall comply with all federal, state and county rules and regulations applicable to bio-hazardous waste autoclaves and treatment while such operation is permitted in this agreement.

(b) Transportation of Residues

The parties agree that STERICYCLE will paint the containers used for transport of residues from the autoclaving process white or another color different from that used for containers that transport untreated bio-hazardous waste.

Article 6. Rates and Services

STERICYCLE shall charge all users of facilities described in Article 5 above a uniform disposal fee based on utilizing state-of-the-art autoclaving techniques. On October 1, 2007, and on every October 1 thereafter, the following uniform disposal fees shall be adjusted upward (if at all) by the percentage increase over the prior year recorded by the Bureau of Labor statistics Consumer Price Index [CPI] (for All Urban Consumers in the South with Population of 1,200,000 or more). Such CPI increases shall be capped at five percent (5%) per year for the initial term and any renewal terms of this Agreement. In the event that the actual CPI increase exceeds the five percent (5%) cap in a given year, the amount of CPI increase above the five percent (5%) cap shall be applied to CPI increases in future years when the CPI increase is less than five percent (5%). Any other adjustments to the uniform disposal fees may only be made upon a showing to the Miami-Dade County Board of Commissioners of reasonable cause:

Uniform Disposal Fees Schedule 1-Scheduled Delivered Volumes

A1	Bio-hazardous Waste	\$.25 per pound
A2	Confidential Documents	\$.25 per pound
A3	Pharmaceutical	\$.30 per pound
A4	International USDA (Waste)	\$.30 per pound
A5	Oil/Fuel Materials	\$.35 per pound
A6	Narcotics (Confiscated Materials)	\$.35 per pound

Uniform Disposal Fees Schedule 2 - Delivered On-Call Volumes

C1	Bio-hazardous Waste	\$.30 per pound
C2	Confidential Documents	\$.30 per pound
C3	Pharmaceutical	\$.30 per pound

C4	International USDA (Waste)	\$.35 per pound
C5	Oil/Fuel Materials	\$.35 per pound
C6	Narcotics (Confiscated Materials)	\$.40 per pound

STERICYCLE shall furnish good, prompt and efficient service on a fair, equal and nondiscriminatory basis to all users thereof, provided that STERICYCLE may be allowed to make reasonable, uniform and nondiscriminatory discounts or other similar types of price reductions to volume purchasers.

Article 7. Maintenance of Premises

STERICYCLE shall be solely responsible for the maintenance and repair of the premises, which shall include the buildings, autoclaves, paved areas and landscaped areas (Premises). No excavation of any of the Leased Land shall be made and no well of any nature shall be dug, constructed or drilled on the Premises without prior written approval of the Director. STERICYCLE shall operate and maintain all utilities including storm water drainage facilities. STERICYCLE shall be required upon request to provide the County with an appropriate annual maintenance schedule for the autoclaves and to reasonably follow such schedule, and to notify the County of any changes. The County reserves the right to inspect the Premises to ensure that the terms and provisions of this Land Lease are being complied with. STERICYCLE shall maintain an on-site manager to supervise the Premises and have authority to deal with the Director or his/her designated representative on all matters relating to activities of STERICYCLE on the Leased Land.

Article 8. Utilities

STERICYCLE shall be solely responsible for obtaining and paying for all required utilities. County shall have no obligation to provide utilities to the Premises in addition to those existing on the Premises at the time of execution of this Land Lease.

Article 9. Laws, Regulations and Permits

STERICYCLE shall comply with all federal, state, county and local laws, ordinances, rules and regulations applicable to the bio-hazardous waste disposal operation on the Leased

Land. STERICYCLE shall obtain and maintain current all permits and licenses as required for its bio-hazardous waste disposal operation. STERICYCLE shall pay all taxes and other costs lawfully assessed against its leasehold interests in the Leased Land, its improvements and its operations under this Land Lease; provided, however, STERICYCLE shall not be deemed to be in default of its obligations hereunder for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity or amount of such taxes. STERICYCLE further agrees to be solely responsible for obtaining all permits and approvals necessary for building and zoning, at its own cost.

Article 10. Alterations of Premises and Erection of Signs

STERICYCLE shall not alter the Premises in any manner whatsoever without the prior written approval of the Director, DERM, and other applicable regulatory agencies.

STERICYCLE shall not erect, maintain or display any identifying signs or any advertising matter without the prior written approval of the Director. All signs shall be erected in accordance with the South Florida Building Code and Miami-Dade County Code.

Article 11. Assignment and Subletting

This Land Lease shall not be assigned, transferred, pledged or otherwise encumbered except upon prior written approval of the Director at his/her sole discretion. STERICYCLE shall not sublet any portion of the Leased Land or Premises.

Article 12 . Indemnification and Hold Harmless

STERICYCLE shall protect, defend, and hold the County and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property and all and every environmental damage, including all reasonable costs for investigation and defense thereof and (including, but not limited to, attorney's fees, court costs, and expert fees), of any nature whatsoever arising out of an incident related to this Land Lease and/or the use or occupancy by STERICYCLE of the Premises, or the acts or omissions of its officers, agents, employees, contractors, subcontractors, licensees, or invitees regardless of

where the injury, death, or damage may occur unless such injury, death or damage is caused by the sole active negligence of the County. The County shall give to STERICYCLE reasonable notice of any such claims or actions, and STERICYCLE shall use counsel reasonably acceptable to the County in carrying out its obligations thereunder. The provisions of this section shall survive the expiration or termination of this Land Lease.

Article 13. Insurance

STERICYCLE shall maintain during the term of this Land Lease the following minimum insurance:

(a) Public Liability Insurance on a comprehensive basis, including Contractual Liability, in an amount not less than \$10,000,000 per occurrence combined single limit for bodily injury and property damage. Miami-Dade County is to be added as an Additional Insured as respects this coverage.

(b) Automobile Liability Insurance covering all owned, non-owned and hired vehicles in amounts not less than \$300,000 per occurrence combined single limit for bodily injury and property damage.

The Insurance coverage required shall include those classifications as listed in Standard Liability Insurance manuals which most nearly reflect the operations of STERICYCLE under this Land Lease.

All Insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "B" as to general policyholder's rating, and no less than Class V as to financial rating in accordance with the latest edition of Best's Key Rating Guide, published by A. M. Best Company, Inc., or the equivalent.

Article 14. Default by STERICYCLE

Any of the following shall be considered a default under the terms of this Land Lease:

(a) Failure of STERICYCLE to promptly make all payments of rentals, charges and fees to be paid herein shall constitute a default, and County may at its option terminate this Land Lease five (5) days after receipt by STERICYCLE of notice in writing of failure to pay, unless the default be cured within such period.

(b) Failure of STERICYCLE to comply with any other covenant of this Land Lease shall constitute a default, and the County may at its option terminate this Land Lease thirty (30) days after receipt by STERICYCLE of notice in writing, unless the default be cured within such period or if default cannot be cured within such 30 day period, STERICYCLE shall not be deemed in default if STERICYCLE commences to cure within such 30 day period and diligently prosecutes such cure to completion.

(c) County may at its option terminate this Land Lease, after receipt by STERICYCLE of thirty (30) days notice in writing, if a lien is filed against the leasehold interest of STERICYCLE and is not removed, or action initiated and diligently prosecuted by STERICYCLE to remove lien within thirty (30) days after notice, or in the event that STERICYCLE is unable to remove said lien within six (6) months after initial notice thereof.

(d) The happening of any of the following events shall constitute a default by STERICYCLE and this Land Lease shall automatically terminate: abandonment of the Premises or discontinuation of operations, filing by STERICYCLE of bankruptcy or insolvency proceedings, provided that such proceedings are not dismissed within sixty (60) days; adjudication as bankrupt; making of a general assignment for the benefit of creditors; providing false information to the County.

(e) Failure of STERICYCLE for fifteen (15) days or more to occupy the premises for the purposes permitted under this Land Lease unless such failure is excused under other provisions of this Land Lease, shall constitute a default, and this Land Lease shall be automatically terminated.

(f) The failure of STERICYCLE to comply with environmental regulations which result in the levy of a fine which the Company does not pay when due, or results in the

threatened shutdown which STERICYCLE does not remedy by meeting the regulatory agency to correct the violations, within the time required by the regulatory agency, or exercising STERICYCLE's administrative remedies by filing a petition or other legal documents, and timely and diligently prosecuting such administrative remedy to its conclusion, shall-constitute an event of default and this Land Lease may be immediately terminated at the sole option of the County.

(g) If the termination of this Land Lease by the County occasioned by the default of STERICYCLE under the Land Lease should result in any litigation by a third party against the County, STERICYCLE hereby agrees to indemnify and hold harmless the County, its successors and assigns, from and will pay and discharge all loss, including reasonable attorney's fees, costs and expenses resulting from or in any manner connected with such litigation, including all appellate proceedings.

Article 15. Damages Upon Default

(a) In the event of termination for default by STERICYCLE, County shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Land Lease term, the following amount as damages:

i) After a ninety (90) day decommissioning period, the reasonable costs of re-entry and re-leasing including without limitation the cost of any cleanup, repair, removal of property, and fixtures of STERICYCLE, or any other expense of alteration occasioned by failure of STERICYCLE to quit the Premises upon termination and to leave them in the required condition;

ii) The loss of reasonable rental value adjusted to the market for unimproved real estate in the area from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been secured.

(b) If the Land Lease is terminated for any reason other than default by County, the liability of STERICYCLE to County for damages shall survive such termination, and the rights and obligations of the parties shall be as follows:

i) STERICYCLE shall vacate the Premises immediately, remove within ninety (90) days any property of STERICYCLE including any personalty, which it is required to remove at the end of the Land Lease term, perform any demolition, site grading, filling, cleanup or other work required to return the Leased Land to its unimproved condition as required at the end of the Land Lease term in a manner as to not damage County property and not to interfere with County operations. STERICYCLE may request the permission of the Director, or his/her designee, to leave certain improvements.

ii) If STERICYCLE shall fail to return the Leased Land to County in the agreed upon condition, County may re-enter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

(c) STERICYCLE shall provide a bond in a form approved by the County Attorney's Office in the amount of \$585,552 to be held by Miami-Dade County throughout the initial six-year term of this Land Lease to be applied toward any costs relating to subsections (a) and (b) above. This Bond shall be adjusted upward in the event that the Agreement is renewed beyond the initial six-year term to reflect the CPI adjustments over the initial six-year term. However, it is expressly understood that STERICYCLE is responsible for the entire costs which may be incurred by the County under subsections (a) and (b) above, and is in no way limited to the \$585,552 deposit to satisfy the above described costs.

(d) In addition to the other remedies provided, the County may:

i) Make any suitable alterations or refurbish the Premises or both, or change the character or use of the Premises, but the County shall not be required to relet for any use or purpose.

ii) Relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Land Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

Article 16. Termination of Lease

This Agreement shall be subject to cancellation by STERICYCLE in the following events:

(a) Default by the County in the performance of any covenant or agreement herein required to be performed by the County and the failure of the County to remedy such default for a period of sixty (60) consecutive calendar days after receipt of written notice by STERICYCLE to remedy the same;

(b) Economic impossibility of performance in the event that changes in existing state and federal environmental regulations preclude or render economically prohibitive the disposal of autoclave facility residues by existing methods; or

(c) Destruction of all or substantially all of the facilities and/or operations at the premises by catastrophe, casualty, as a result of an Act of God or otherwise.

Article 17. Nondiscrimination

STERICYCLE shall not discriminate against any employee or applicant for employment to be employed by STERICYCLE with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on bona fide occupational qualification), or because of race, color, religion, national origin or ancestry.

Article 18. Security

STERICYCLE acknowledges and accepts full responsibility for the security and protection of all inventory, equipment and facilities on the Premises and for prevention of unauthorized access to its facilities and agrees to comply with all fair and nondiscriminatory rules and regulations of the County concerning such security. STERICYCLE fully understands that the police security protection provided by the County is limited to that provided to any other business situated in Miami-Dade County by the Miami-Dade County Police Department, and acknowledges that any special security measures deemed necessary for additional

protection of the Premises shall be the sole responsibility of STERICYCLE and shall involve no cost to the County.

STERICYCLE agrees to furnish all personnel in its employ, who are authorized access to the premises, with identification badging as part of its security program.

Article 19. General Provisions

The following General Provisions shall be applicable to this Land Lease:

(a) It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Land Lease.

(b) County makes no representation, warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Leased Land, and it is agreed that the County will not be responsible for any loss, damage or costs which may be incurred by STERICYCLE by reason of any physical condition.

(c) The Article headings contained herein are for convenience and are not intended to define or limit the scope of any provisions of this Land Lease.

(d) Whenever consent, approval or direction by County or Director is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Director, and shall not be unreasonably withheld.

(e) Waiver by the County of strict performance of any provision of this Land Lease shall not be a waiver of or prejudice the right of the County to require strict performance of the same provision in the future or of any other provision.

(f) The Land Lease shall be governed by the laws of the State of Florida. Venue of any litigation relating to this Land Lease shall be in Miami-Dade County, Florida.

Article 20. Notice

Any notice required or permitted to be given hereunder shall be deemed given when actually delivered to the party of whom it is addressed or three days after mailing by certified mail, postage prepaid, addressed as follows:

As to the County: .

Director

Miami-Dade County Department of Solid Waste Management

2525 N.W. 62nd Street, Suite 5100

Miami, Florida 33147

With copy to:

Miami-Dade County Attorney

111 N.W. First Street, Suite 2810

Miami, Florida 33128-1993

As to STERICYCLE:

District Manager

STERICYCLE, INC.

8795 NW 58th Street

Miami, Florida 33178

With copy to:

Frank J.M. ten Brink

Executive Vice President and

Chief Financial Officer

Stericycle, Inc.

28161 N. Keith Drive

Lake Forest, Illinois 60045

Article 21. Surrender of Premises

STERICYCLE shall surrender up and deliver the Leased Land to the County upon termination of this Land Lease. In the event STERICYCLE shall refuse or fail to give up the possession of the Leased Land at the end of this Land Lease, STERICYCLE shall be liable for double rental, as provided for in Section 83.6, Florida Statutes. STERICYCLE, within ninety (90) calendar days following the termination of this Land Lease, shall remove all of its personal property forthwith, including autoclaves, temporary structures, equipment and all leasehold improvements, whether affixed to real property or not, and all waste on the Premises. Within one-hundred eighty (180) calendar days following the termination of this Land Lease, STERICYCLE shall be required to perform any demolition, site grading, filling, cleanup or other work required to return the Premises to its unimproved condition. Such removal or work shall be done in a manner as to not damage County property and to not interfere with County operations. Any personal property that STERICYCLE does not remove in accordance with this Article shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County, notwithstanding other remedies granted to the County. If STERICYCLE shall fail to return the Leased Land in the required condition, the County may then cause the removal, demolition, site grading, filling, cleanup or other work required to return the Leased Land to its unimproved condition and shall charge STERICYCLE for the cost of all materials, labor, including County personnel, time cost, equipment and contracts, plus an administrative expense charge of twenty-five percent (25%), which shall be paid to the County within ten (10) days of receipt of an invoice by STERICYCLE. If payment is not received by the County, then the County may draw against the \$585,552 bond required to be posted under Article 15(c). Partial draws shall be permitted.

Article 22. Invalidity of Clause

The invalidity of any portion, article, paragraph, provision or clause of this Land Lease, or extensions thereof shall have no effect upon the validity of any other part or portion thereof.

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

ATTEST: HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
George M. Burgess
County Manager

STERICYCLE, INC.

ATTEST: _____
Assistant Secretary

By: _____
Frank J.M. ten Brink
Executive Vice President
and Chief Financial Officer

[CORPORATE SEAL]

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

Approved by the Board of County Commissioners on _____, by
Resolution No. _____.

**EXHIBIT A
STERICYCLE LAND LEASE
NW 58th Street and 87th Avenue**

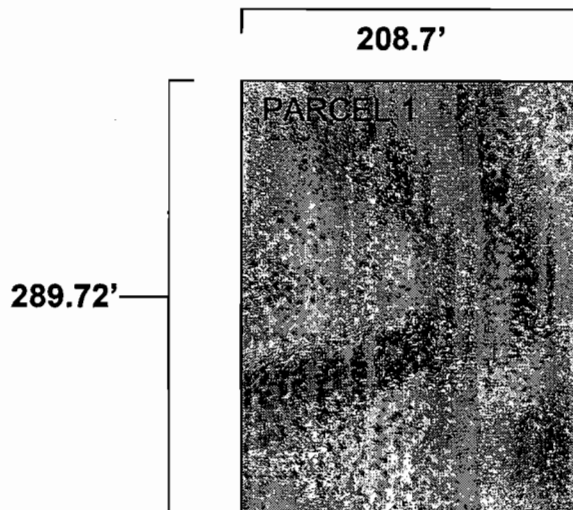
DESCRIPTION - PARCEL 1

THE NORTH 289.72 FEET OF THE
SOUTH 533.42 FEET OF THE WEST
208.7 FEET OF THE EAST 258.7 FEET
OF THE SE ¼ OF THE SE ¼ OF THE
SE ¼ OF SECTION 16, TOWNSHIP 53
SOUTH, RANGE 40 EAST, MIAMI-
DADE COUNTY, FLORIDA.

[60,464 Square Feet]



NW 87th Avenue



NW 58th Street

Approximate Scale 1" = 100'



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: April 20, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(M)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)
4-20-21

RESOLUTION NO. R-300-21

RESOLUTION AUTHORIZING WAIVER OF FORMAL BID PROCEDURES BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER FOR THE AWARD OF AN OPERATIONS AND MANAGEMENT AGREEMENT OF A BIO-HAZARDOUS WASTE DISPOSAL FACILITY ON COUNTY-OWNED PROPERTY TO STERICYCLE, INC., WITH A POSITIVE FISCAL IMPACT TO THE COUNTY OF AT LEAST \$5,500,000.00 FOR 20 YEARS INCLUDING THE INITIAL 10 YEAR TERM OF THE OPERATIONS AND MANAGEMENT AGREEMENT AND THE TWO, FIVE-YEAR RENEWAL TERMS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR DESIGNEE TO EXECUTE SAME AND EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN INCLUDING OPTIONS TO RENEW AND CANCELLATION PROVISIONS

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued an executive order directing the State Health Officer and Surgeon General to declare a Public Health Emergency due to the discovery of COVID-19 in the State of Florida; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order No. 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on March 12, 2020, County Mayor Carlos A. Gimenez declared a State of Emergency for all of Miami-Dade County; and

WHEREAS, the Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, biohazardous waste, also called biohazard, infectious waste, biomedical waste, or infectious substance, is any solid or liquid waste which may present a threat of infection

to humans, including (a) non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates, (b) laboratory and veterinary wastes which contain human disease-causing agents, and (c) discarded sharps; and

WHEREAS, biomedical waste shall be treated by steam, incineration, or an alternative process approved by the department as described in section 64E-16.007(4), Fla. Admin. Code, prior to disposal. Treatment shall occur within 30 days of collection from the generator; and

WHEREAS, the Department of Health regulates the packaging, transport, storage, and treatment of biomedical waste; and

WHEREAS, the Department of Environmental Protection (“DEP”) regulates biomedical waste incineration and biomedical waste disposal; and

WHEREAS, in the County, DEP relegates its authority to the Department of Regulatory and Economic Resources as provided in Chapter 24 of the Code of Miami-Dade County (the “Code”); and

WHEREAS, regulated garbage such as international waste from Miami International Airport, Miami Opa-locka Executive Airport, Kendall-Tamiami Executive Airport and PortMiami must be properly handled and disposed of in accordance with 7 C.F.R. sections 330-400.403, and 9 C.F.R. section 94.5; and

WHEREAS, pursuant to section 5.03(D) of the Home Rule Charter, the Board finds that it is in the best interest of the County to waive the formal bid process and award this Operations and Management Agreement to Stericycle, Inc., in effort to continue the safe disposal of the highly biohazardous, infectious medical waste generated by hospitals and COVID-19 testing facilities without interruption of this critical service and to combat the highly contagious COVID-19 virus, as well as to protect the general health, safety and welfare of Miami-Dade County and South Florida residents; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. Pursuant to section 5.03(D) of the Home Rule Charter, this Board finds that it in the best interest of the County to waive formal bid procedures by a two-thirds vote of the Board members present for the award of an Operations and Management Agreement to Stericycle, Inc.

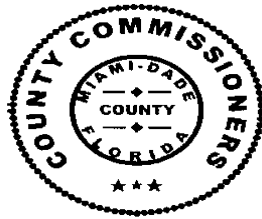
Section 2. This Board approves the award of the Operations and Management Agreement with Stericycle, Inc., in substantially the form attached hereto, for a total term of 20 years, comprised of an initial term of 10 years, and two five-year options to renew. The County will receive at least \$5,500,000.00 over the entire 20 years of the agreement.

Section 3. This Board authorizes the County Mayor or County Mayor designee to execute the Operations and Management Agreement and exercise all rights contained in the Agreement, including any options to renew or cancellation provisions.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** , who moved its adoption. The motion was seconded by Commissioner **Eileen Higgins** and upon being put to a vote, the vote was as follows:

	Jose “Pepe” Diaz, Chairman	aye
	Oliver G. Gilbert, III, Vice-Chairman	aye
Sen. René García		aye
Sally A. Heyman		aye
Eileen Higgins		aye
Kionne L. McGhee		aye
Raquel A. Regalado		aye
Sen. Javier D. Souto		aye
	Keon Hardemon	aye
	Danielle Cohen Higgins	aye
	Joe A. Martinez	aye
	Jean Monestime	aye
	Rebeca Sosa	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of April, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

dsh

David Stephen Hope