

**AMENDMENT NO. 2 TO THE CONCESSION AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
BLINK NETWORK, LLC**

This Amendment No. 2 ("Amendment") to the Concession Agreement, dated November 2, 2016, between the City of Miami Beach, Florida (the "**City**") and Blink Network, LLC ("**Blink**") is entered into this _____ day of _____, 2019 ("Effective Date").

WHEREAS, on November 2, 2016, the City and Blink executed a Concession Agreement for a Self-service Electric Vehicle (EV) Charging Station Services Program for the City's Parking Facilities (the "Agreement"); and

WHEREAS, the Agreement grants Blink the right to operate a Program that includes, among others, installation, operation, maintenance and management of a concession for self-service EV Stations for public use in certain municipal parking facilities (the "City Properties"), defined in the Agreement as the "Concession Service Zone", and delineated in Exhibit "A" of the Agreement; and

WHEREAS, the parties wish to modify the Concession Service Zone by adding the Sunset Harbor Garage located at 1900 N. Bay Road (G10) to the list of City Properties delineated in Exhibit "A" of the Agreement, in order to allow Blink to install, operate and manage additional charging stations at this additional location; and

WHEREAS, in accordance with Section 2.1 of the Agreement, any modification to the list of Properties contained in the Concession Service Zone shall be subject to prior written approval of the City Commission, in its sole and absolute discretion; and

WHEREAS, on September 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-_____, approving this Amendment, expanding the scope of the Agreement to include the G10 garage.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Consultant hereby agree to amend the Agreement as follows:

1. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this Amendment.

2. MODIFICATIONS.

The Agreement is hereby modified as follows:

(a) Exhibit "A" to the Agreement, entitled "Concession Service Zone" is hereby deleted in its entirety and replaced with the attached Exhibit "A."

3. RATIFICATION.

Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

IN WITNESS WHEREOF, the City and Blink have caused this Amendment to be executed by their respective and duly authorized officers the day and year first hereinabove written.

CITY:

CONCESSIONAIRE:

CITY OF MIAMI BEACH, FLORIDA

BLINK NETWORK, LLC

Dan Gelber, Mayor

Signature

Print Name

Attest:

Title

Rafael E. Granado, City Clerk

Witness/Signature

Print Name

Date

Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

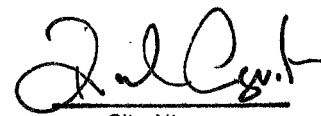
 8-26-19
City Attorney NAP Date

Exhibit A

Concession Service Zone

1. 7th Street & Collins Avenue (G1)(24 hours)
2. 12th Street & Drexel Garage (G2)(24 hours)
3. 13th Street Garage (G3)(24 hours)
4. Anchor Garage, 16th Street & Collins Avenue (G4)(24 hours)
5. 17th Street Garage (G5)(24 hours)
6. 42nd Street Garage (G6)(12 hours)
7. City Hall Garage, 1755 Meridian Avenue (G7)(24 hours)
8. Pennsylvania Avenue Garage (G9)(24 hours)
9. Sunset Harbor Garage (G10)(24 hours)
10. Convention Center Garage (G11)(24 hours)
11. Collins Park Garage (G12)(24 hours)
12. Municipal Parking Lot No. P-92, Collins & 72nd Street
13. Any other municipal parking facilities, including, parking garages or surface parking lots that may be identified by the City and approved pursuant to this Agreement.