

**AMENDMENT NO. 1 TO THE AGREEMENT  
BETWEEN THE CITY OF MIAMI BEACH AND  
THE GREATER MIAMI CONVENTION AND VISITORS BUREAU**

This Amendment No. 1 to the Agreement, is made and entered into this 28 day of AUGUST, 2020, by and between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation having its principal office at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (City or Miami Beach), and the **GREATER MIAMI CONVENTION AND VISITORS BUREAU, INC.**, a Florida not-for-profit corporation, whose current address is 701 Brickell Avenue, Suite 2700, Miami, FL 33131 (the Bureau or GMCVB).

**RECITALS**

**WHEREAS**, the City has been contracting with the Greater Miami Convention and Visitor's Bureau (GMCVB) since 1984 for the purpose of promoting the Miami Beach Convention Center (MBCC) and Miami Beach as a principal tourist destination; and

**WHEREAS**, the GMCVB is primarily responsible for marketing, pursuing and securing MBCC sales and, together with the MBCC management (Spectra), for pursuing booking large and long term business; and

**WHEREAS**, the GMCVB engages in local, national and international marketing of Miami Beach as a principal tourist destination; and

**WHEREAS**, on October 21, 2015, the City Commission adopted Resolution No. 2015-29192, authorizing a five (5) year agreement with GMCVB, commencing retroactively from October 1, 2015, and ending on September 30, 2020 (the Agreement); and

**WHEREAS**, the Agreement provides that it may be renewed by mutual agreement of the City and GMCVB, for an additional five (5) year term, based on the GMCVB's satisfactory performance under the Agreement including, but not limited to, achievement of performance metrics set forth in the Agreement; and

**WHEREAS**, notwithstanding the preceding, in lieu of renewing the Agreement for the final five (5) year term, the City Administration recommends extending the Agreement, for up to one (1) year, which extension would commence on October 1, 2020, and terminate no later than September 30, 2021 (the "Extension Period"); and

**WHEREAS**, during the Extension Period, the City Administration would prepare (subject to City Commission approval) and issue a new competitive solicitation for all or a portion of the services currently provided by the GMCVB under the current Agreement; and

**WHEREAS**, in consideration of the Extension Period, the City and GMCVB hereby wish to amend certain financial terms of the Agreement as follows. (These terms shall commence with the commencement of the Extension Period or October 1, 2020):

- (A) The City and GMCVB hereby agree to a revised base fee of 10.5% of the 2% Municipal Resort Tax, net of a collection of 4% of the all sums collected on Municipal Resort Taxes, generated from the sale of hotel rooms, food and beverage, and alcohol throughout the City of Miami Beach;
- (B) The GMCVB will contribute seventy-five thousand dollars (\$75,000) to finance and collaborate with the City, on a Miami Beach Branding Identity Consulting Project;
- (C) The City and GMCVB hereby agree that the monthly payment schedule from the City to the GMCVB will be as follows: seven hundred and fifty thousand dollars (\$750,000) a month for October, November and December 2020; five hundred thousand dollars (\$500,000) a month for January, February, and March 2021; the months of April to September 2021 will reflect actual collections less any adjustment necessary to reflect actual collections versus payments made between October 2020 and March 2021, which total three million, seven hundred and fifty thousand dollars (\$3,750,000); if payments are made to the GMCVB between October 2020 and March 2021, which total three million, seven hundred and fifty thousand dollars (\$3,750,000), are more than the actual collections from 10.5% of the 2% Municipal Resort Tax collection over the whole of the fiscal year, then the GMCVB will be required to refund any amount over and above the actual collections from 10.5% of the 2% Municipal Resort Tax collection;
- (D) The City and GMCVB hereby agree to the deletion of Section 1.04(b), Section 4.01 of the Agreement, and any other Section of the Agreement referencing the GMCVB's entitlement to an Incentive Fee; and

**WHEREAS**, at its meeting, on July 24, 2020, the Finance and Economic Resiliency Committee concurred with the Administration's recommendation to extend the Agreement for the Extension Period, subject to the terms contained in this Resolution and subject to parties execution of the attached Amendment No. 1 of the Agreement; and

**WHEREAS**, approval and execution of Amendment No. 1 will give the City sufficient time to prepare a new solicitation and go through the solicitation process, in order to competitively procure a new agreement.

**NOW, THEREFORE**, in consideration of the mutual premises, covenants and agreements herein contained, and other good and valuable consideration, in receipt and adequacy of which are hereby acknowledged and intending to be legally bound, the City and GMCVB hereby amend the Agreement as follows:

1. The aforesaid recitals are true and correct and incorporated by reference herein.
2. Section 2 of the Agreement, entitled "Term/Default and Termination," is amended as follows:

**Section 2.05 / Extension Period.**

Notwithstanding any term or condition in this Section 2, or in the Agreement, the City and the GMCVB have determined that it is in the parties' best interest to extend the initial term of the Agreement for an additional one (1) year period, commencing on October 1, 2020, and ending on September 30, 2021 (the Extension Period). During this Extension Period, the terms of the Agreement shall remain in full force and effect, except as hereinafter, amended in this Amendment No. 1.

3. The City and GMCVB hereby mutually agree to amend certain financial terms of the Agreement as follows. These terms shall commence with the commencement of the Extension Period, or October 1, 2020:
  - (A) The City and GMCVB hereby agree to a revised base fee of 10.5% of the 2% Municipal Resort Tax, net of a collection of 4% of the all sums collected on Municipal Resort Taxes, generated from the sale of hotel rooms, food and beverage, and alcohol throughout the City of Miami Beach.
  - (B) The GMCVB will contribute seventy-five thousand dollars (\$75,000) to finance and collaborate with the City, on a Miami Beach Branding Identity Consulting Project.
  - (C) The City and GMCVB hereby agree that the monthly payment schedule from the City to the GMCVB will be as follows: seven hundred and fifty thousand dollars (\$750,000) a month for October, November and December 2020; five hundred thousand dollars (\$500,000) a month for January, February, and March 2021; the months of April to September 2021 will reflect actual collections less any adjustment necessary to reflect actual collections versus payments made between October 2020 and March 2021, which total three million, seven hundred and fifty thousand dollars (\$3,750,000); if payments are made to the GMCVB between October 2020 and March 2021, which total three million, seven hundred and fifty thousand dollars (\$3,750,000), are more than the actual collections from 10.5% of the 2% Municipal Resort Tax collection over the whole of the fiscal year, then the GMCVB will be required to refund any amount over and above the actual collections from 10.5% of the 2% Municipal Resort Tax collection.
  - (D) The City and GMCVB hereby agree to the deletion of Section 1.04(b), Section 4.01 of the Agreement, and any other Section of the Agreement referencing the GMCVB's entitlement to an Incentive Fee.

4. No Further Modifications. Except as provided in this Amendment No. 1, the Agreement remains unmodified and in full force and effect. All references to the Agreement in the Agreement or in any other document referencing the Agreement shall be deemed to refer to the Agreement, as amended hereby. In the event of any conflict with the provision of the Agreement and the Amendment No. 1, this Amendment No. 1 shall control.

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

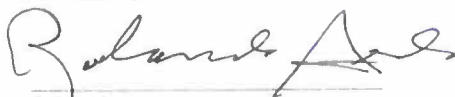
  
8/28/2020  
Rafael E. Granado, City Clerk

  
Dan Gelber, Mayor

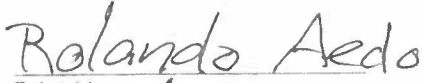


GREATER MIAMI CONVENTION AND VISITORS BUREAU, INC.

ATTEST:

  
Secretary

  
Chief Executive Officer

  
Print Name  
COO/GMCVB

William D. TALBERT, III  
Print Name

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
City Attorney  
7/28/2020  
Date