

**AMENDMENT NO. 1**  
**TO THE MEMORANDUM OF UNDERSTANDING, DATED FEBRUARY 9, 2017, BETWEEN**  
**THE CITY OF MIAMI BEACH, FLORIDA,**  
**AND**  
**THE LINCOLN ROAD BUSINESS IMPROVEMENT DISTRICT, INC.,**  
**TO PROVIDE CITY FUNDING FOR ENVIRONMENTAL MAINTENANCE AND**  
**SUPPLEMENTAL SAFETY SERVICES FOR THE AREA LOCATED WITHIN THE DISTRICT**  
**(THE "MOU")**

**RECITALS**

This Amendment No. 1 ("Amendment") to the above-defined MOU is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date"), by and between the City of Miami Beach, Florida (the "City"), and the Lincoln Road Business Improvement District, Inc. (the "LRBID"), and hereby amends the Agreement as follows:

**WHEREAS**, on April 15, 2015, the Mayor and City Commission adopted Resolution No. 2015-28992, which created a special assessment district to be known as the Lincoln Road Business Improvement District (the "District") for a period of ten (10) years, to stabilize and improve the Lincoln Road retail business district, which is located within a nationally recognized historic district, through promotion, management, marketing, and other similar services; and

**WHEREAS**, on October 1, 2016, the LRBID entered into an agreement with Mydatt Services Inc., dba Block by Block ("Block by Block") to provide environmental maintenance and supplemental safety services for the area located within the District (the "Services"); and

**WHEREAS**, on February 9, 2017, and pursuant to City Resolution No. 2016-29692, the City and the LRBID entered into the above-defined MOU to provide City funding in the amount of \$13,333.33 per month for the Services, for a Term of approximately eight (8) months, which Term ended on September 30, 2017; and

**WHEREAS**, the Mayor and City Commission now desire to amend the MOU to extend the Term by one year, and to provide the City with a one-year renewal option, so that the City may continue to fund the Services at the rate of \$160,000 per year, or \$13,333.33 per month.

**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 Contractor hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein as part of this Amendment.
2. Section 5 of the MOU, entitled "Term," is hereby amended to extend the Term of the MOU until September 30, 2018, and to provide the City with a one-year renewal option to extend the Term until September 30, 2019, which renewal option may be exercised at the City Manager's sole discretion by providing the LRBID with written notice thereof.
3. Except as amended herein, all other terms and conditions of the MOU shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the MOU, the provisions of this Amendment shall govern.

