

**AMENDMENT NO. 1 TO CONCESSION AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
FIRST CLASS PARKING SYSTEMS, LLC.
TO PROVIDE VALET PARKING SERVICES AT THE FILLMORE AT THE JACKIE GLEASON
THEATER OF THE PERFORMING ARTS, MIAMI BEACH CONVENTION CENTER, AND
OTHER CITY PROPERTIES, AS MAY BE REQUIRED, PURSUANT TO REQUEST FOR
PROPOSALS (RFP) NO. 2018-166-WG**

This Amendment No. 1 (Amendment) to the Concession Agreement, dated November 27, 2018 (Agreement), by and between the **City of Miami Beach, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 (City), and **First Class Parking Systems, LLC**, a Florida limited liability company, with offices at 12550 Biscayne Boulevard, Suite 207, Miami, Florida, 33181 ("Concessionaire"); is entered into this 1st day of November, 2019 (Effective Date):

RECITALS

WHEREAS, on July 25, 2019, the Mayor and City Commission adopted Resolution Number 2018-30399, approving the award of Request for Proposals ("RFP") No. 2018-166-WG for Valet Parking Services on City-owned property (the "RFP"); and

WHEREAS, on November 26, 2018, the City and Concessionaire executed the Agreement with respect to the Valet Parking Services at the Fillmore, at the Jackie Gleason Theater of the Performing Arts, Miami Beach Convention Center, and other City properties, as may be required, as set forth in Exhibits A through D of the Agreement; and

WHEREAS, the Proposal Documents include the RFP (inclusive of any amendments thereto, issued by the City in contemplation of this Agreement), Concessionaire's proposal in response thereto ("Proposal"), all of which are hereby incorporated herein and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the RFP; and the Proposal; and

WHEREAS, Section 1 ("Term") of the Agreement included an Initial Term of one (1) year, commencing on November 1, 2018, and ending on October 31, 2019, with four (4) additional one-year renewal terms, subject to approval of the City Manager; and

WHEREAS, the Administration hereby approves the first one-year renewal term, beginning on November 1, 2019, and ending on October 31, 2020, based upon the terms and conditions contained herein.

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 Concessionaire 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 amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

- (a) A new Section 28.13 is hereby added to Section 28 (QUALITY ASSURANCE) to the Agreement as follows:

28.13 Concessionaire shall be present at the Lincoln Road location during the posted hours of operation.

Penalties: \$100 per day.

- (b) Subsection 2.9 of Section 2 ("USES") of the Agreement is hereby amended to read as follows:

2.9 Special Events – During the Term herein, the Concessionaire shall provide free valet parking services for at least four (4) event days per Contract Year, at such Venues as shall be determined by the City Manager, at his sole judgment and discretion. Should the City Manager fail to request the provision of such free valet parking services for up to four (4) events per Contract Year, said unrequested events shall not carry-over to any subsequent Contract Year. City acknowledges that the Concessionaire currently provides free valet parking services for the Children's Cancer Society (CCS) annual event at MBCC; accordingly, this event shall count as one of the four (4) required events per Contract Year, so long as the event continues to be held annually at MBCC. The Concessionaire shall provide complimentary service, for up to 700 vehicles, cumulatively for three (3) events/days, excluding the CCS annual event, which shall include all vehicles requesting service (collectively, "Complimentary Parking Services"). An activity report shall be submitted to the City Manager's designee by the 15th of the month following the event date.

- (c) A new Subsection 2.10 ("North Beach Regional Parking Service") in Section 2 ("USES") of the Agreement is hereby added as follows:

2.10 North Beach Regional Valet Parking Service. The City anticipates the need for valet parking services to address anticipated parking shortages as a result of construction activity in the North Beach area including, without limitation, the Ocean Terrace development. The Concessionaire is willing to provide these additional services, on an as needed basis, subject to the parties reaching an agreement with respect to the Valet Fee to be charged to the public and Concessionaire being reimbursed by the City and/or the developer for the affected location in the event that the operational costs exceed the Gross Receipts generated from these additional locations.

(d) Subsection 3.1 of Section 3 ("PRICE SCHEDULES AND CONCESSION FEES") of the Agreement is hereby deleted in its entirety and replaced with the following:

3.1 Concessionaire agrees that prices and fees charged for valet parking services (the "Valet Fee") shall not exceed those established herein. The parties acknowledge that the Concession Fees, as set forth below, are based upon the Valet Fee in effect as of the Commencement Date.

Price Schedule:

1.	<u>Miami Beach Convention Center (MBCC):</u>	
	<u>a. Sponsored Events:</u>	<u>\$25.00</u>
	<u>b. Standard Event Fee:</u>	<u>\$30.00</u>
2.	<u>The Fillmore at the Jackie Gleason Theater (Fillmore):</u>	
	<u>a. Standard Event Fee:</u>	<u>\$30.00</u>
	<u>b. Pre-Paid Tickets:</u>	<u>\$30.00</u>
3.	<u>Lincoln Road:</u>	
	<u>a. event days at MBCC, Fillmore, New World Symphony:</u>	<u>\$20.00</u>
	<u>b. non-event days at MBCC or Fillmore:</u>	<u>\$15.00</u>
4.	<u>other City Properties:</u>	<u>\$15.00</u>

Sponsored MBCC Event(s) shall mean events held in Ballrooms or catered at the MBCC.

(e) Subsection 3.2.2 ("Excess Transaction Fee") of Section 3, of the Agreement is hereby amended to read as follows:

3.2.2 Excess Transaction Fee. In addition to the MG, Concessionaire shall pay to the City 100% of any portion of a Valet Fee collected pursuant to a Sponsored MBCC Event (as defined in Section 3.1) which exceeds \$20.00 (the "Excess Transaction Fee"), as follows:

3.2.2.1 for Valet Fees charged pursuant to Subsection 1(a) of the Price Schedule, Concessionaire shall pay to the City an Excess Transaction Fee, in the amount of \$5.00;

3.2.2.2 for Valet Fees charged pursuant to Subsection 1(b) and 2(a) of the Price Schedule, Concessionaire shall pay to the City an Excess Transaction Fee, in the amount of \$6.00, and retain \$4.00 of the portion of the Valet Fee collected which exceeds \$20.00; and

3.2.2.3 for Valet Fees charged pursuant to Subsection 2(b) of the Price Schedule, Concessionaire shall pay to the City an Excess Transaction Fee, in the amount of \$2.50, from every transaction which Concessionaire collects from Live Nation Worldwide, Inc. pre-paid tickets.

The Excess Transaction Fee collected each month shall be submitted to the attention of the City's Parking Director and must be received no later than thirty (30) days from the end of each prior month.

- (f) Subsection 3.3 (Late Payment Penalty and Interest) is hereby modified as follows:

3.3 Late Payment Penalty and Interest.

Any payment which Concessionaire is required to make to the City, which is not paid on or before the respective date provided for in this Agreement, shall be subject to a penalty of \$100.00 per month and interest at the rate of eighteen (18%) percent per annum, or the maximum amount allowable under Florida law, whichever is greater, from the due date of the payment until such time as payment is actually received by the City.

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

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FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:

[Signature]
Rafael E. Granado, City Clerk

[Signature]
Jimmy L. Morales, City Manager

11/4/19
Date

FOR CONCESSIONAIRE:

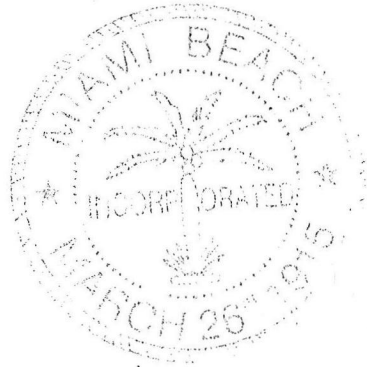
FIRST CLASS PARKING SYSTEMS, LLC

ATTEST:

By:

[Signature]
Secretary
Sebastian Lopez
Print Name
11-01-19
Date

[Signature]
President
Jorge Zuluaga
Print Name



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature] 10-31-19
City Attorney Date