

**AMENDMENT NO. 2 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. 2018-11-WG**

This Amendment No. 2 (“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 (the “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 25th day of September, 2020 (“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 City and Concessionaire executed Amendment No. 1 to the Agreement, approving the first one-year renewal term, beginning on November 1, 2019 and ending on October 31, 2020, modifying the financial terms (the Agreement and Amendment No. 1 shall be collectively referred to herein as the “Agreement”); and

WHEREAS, the Concessionaire commenced implementing the valet fees for the Agreement as of October 1, 2018 and the parties wish to correct the commencement date of the Agreement to reflect October 1, 2018 and accordingly correct the contract year to start October 1st and go through September 30th; and

WHEREAS, the parties also wish to clarify Section 3.2.3 of the Agreement to clearly reflect the parties' intent; and

WHEREAS, due to the impacts of the COVID-19/novel Coronavirus pandemic, the parties availed themselves of the force majeure provision of the Agreement, and agreed to suspend Services under the Agreement, effective April 1, 2020 ("Suspension Date"), until the effective date in which the Parking Department Director advises, in writing, that Services may resume ("Suspension Period"), which agreement is memorialized in a letter agreement dated March 27, 2020 ("Suspension Letter"); and

WHEREAS, during the Suspension Period, the Venues may require valet services, on a demand basis ("Temporary Services"), and the undersigned parties have agreed that Concessionaire may exclusively provide such valet services from the Effective Date of this Amendment and continuing through and including the expiration date of the Suspension Period or January 31, 2021, whichever occurs first ("Temporary Services Period"), 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) Subsection 1.1 of the Agreement is hereby modified as follows:

1.1 The initial term of this Agreement shall be for one (1) year, commencing, retroactively, on ~~November~~ October 1, 2018 (Commencement Date) and ending on ~~October 31~~ September 30, 2019.

(b) Subsection 1.3 of the Agreement is hereby modified as follows:

1.3 Contract Year. As referenced in the Agreement, a Contract Year shall refer to the one-year period in each Term, commencing on ~~November~~ October 1st and ending on ~~October 31st~~ September 30th.

(c) Subsection 3.2.3 of the Agreement is hereby modified as follows:

3.2.3 Percentage of Gross Receipts (PG). In addition to the MG and Excess Transaction Fee, the Concessionaire shall annually pay to the City twelve percent (12%) of the total amount of annual Gross Receipts (as defined in Subsection 4.4), excluding the Excess Transaction Fee, received from transactions involving a Valet Fee with value of \$20.00 or less, and which cumulatively exceed \$500,000.00 in a given Contract Year (hereinafter the "PG"). The PG payment shall be submitted to the attention of the City's Parking

Director, and must be received no later than thirty (30) days after the end of each Contract Year.

- (d) The Agreement is hereby amended to reflect, that during the Temporary Services Period, Concessionaire will be permitted to exclusively provide valet services at the Venues, on a demand basis, by paying the City a Concession Fee of twelve percent (12%) of the total monthly Gross Receipts (as defined in subsection 4.4) for all transactions (“Temporary Services Period Concession Fee”), payable every month by no later than the fifteenth (15th) day of the corresponding month. As such, during the Temporary Services Period, the Concession Fees set forth in Section 3.2 shall be abated and replaced with the Temporary Services Period Concession Fee.
- (e) Concessionaire agrees to comply with the City of Miami Beach Parking Department COVID-19 (Corona Virus) – Valet Parking Requirements, Safety Guidelines & Precautions, incorporated herein by reference and attached as Exhibit “D” hereto, as such guidelines may be modified by the City from time to time. Any modification to these guidelines shall be communicated in writing to Concessionaire.

3. RATIFICATION.

Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In particular, none of the modifications contained in this Amendment shall be construed as a waiver or modification of the City’s right to terminate the Agreement for Convenience or its right to collect any outstanding Concession Fees due as of the Suspension Date. 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.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:

DocuSigned by:
Rafael E. Granado
24A05013ADDC4B5...
Rafael E. Granado, City Clerk

DocuSigned by:
Jimmy L. Morales
28CA18194070496...
Jimmy L. Morales, City Manager

9/25/2020 | 10:58 PM EDT

Date

FOR CONCESSIONAIRE:

FIRST CLASS PARKING SYSTEMS, LLC

ATTEST:

By:

[Signature]
Secretary
Wilson medina
Print Name
Date *09/25/2020*

[Signature]
President
JOSE ZUWAGA
Print Name

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Rafael E. Granado
City Attorney
Date *9-25-20*

CITY OF MIAMI BEACH PARKING DEPARTMENT

COVID-19 (Corona Virus) - Valet Parking

Requirements, Safety Guidelines & Precautions

Pursuant to Miami-Dade County Hotel Operational Standards, the following is required:

- Valet will not be an option where onsite parking is available.
- Where parking is unavailable, valet may be utilized.
- Valet operator will step away six (6) feet after opening car door (visual markers should be placed on the ground to assist).
- After parking, vehicle operator will switch or sanitize gloves prior to servicing the next vehicle”.

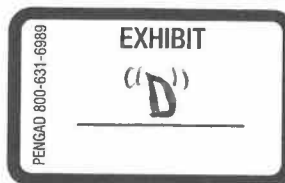
As a valet parking service provider, potential sources of exposure include having close contact with fellow employees and customers with COVID-19, or touching surfaces touched or handled by a person with COVID-19. The following are COVID-19 safety guidelines and precautions recommended by the CDC (Center for Disease Control). These are in place to keep everyone safe, including valet parking employees and customers.

Stay home if you are sick:

- If you develop a fever, or symptoms such as a cough or difficulty breathing, call your healthcare provider for medical advice and guidance before visiting their office.
- You should not return to work until the criteria to discontinue home isolation are met, after talking with your doctor or nurse.
- CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain, especially in areas where there may be a lot of infected people.
- Cloth face coverings may prevent people who don't know they have the virus from transmitting it to others.

Limit contact:

- Disposable steering wheel covers are encouraged when moving vehicles.
- All keys/fobs should be sterilized with disinfectant.
- All high-touch areas such as the gear shift, handles and window switches are wiped down with disinfectant upon accepting the vehicle and again when returned to the customer. A steering wheel tag indicates that a vehicle was sanitized.
- Avoid providing pooled rides with other valet attendants.
- Avoid close contact with customers, when possible.
 - Keep a distance of at least 6 feet from customers when you are outside the vehicle.
 - Consider asking customers to handle their own personal bags and belongings during pick-up and drop-off.
- Avoid using the recirculated air option for the car's ventilation during transport of the vehicle to/from valet storage location; use the car's vents to bring in fresh outside air and/or lower the vehicle windows.
- Avoid offering items such as water bottles or magazines often provided for free to customers.
- Avoid contact with surfaces frequently touched by passengers or other drivers, such as door frame/handles, windows, seatbelt buckles, steering wheel, gearshift, signaling levers, and other vehicle parts before cleaning and disinfecting.



Clean and disinfect:

- Valet parking employee work areas should be cleaned and documented regularly. This includes podiums, door handles, keyboards, time clocks and desks.
- Get and carry cleaning and disinfectant spray or disposable wipes and disposal trash bags with you.
- Follow the directions on the cleaning product's label.
- At a minimum, clean and disinfect frequently touched surfaces in the vehicle upon taking possession and returning the vehicle to the customer.
- Appropriate disinfectants for hard non-porous surfaces include:
 - [EPA's Registered Antimicrobial Products for Use Against Novel Coronavirus SARS-CoV-2](#)[external icon](#)
 - Diluted household bleach solutions prepared and used according to the manufacturers label for disinfection if appropriate for the surface.
 - Alcohol solutions with at least 70% alcohol.

Practice everyday preventive actions:

- Avoid touching your eyes, nose, or mouth.
- Proper [hand hygiene](#) is an important infection control measure. Keep in mind where you can access and use facilities with soap and water during your shift. Wash your hands regularly with soap and water for at least 20 seconds or use an alcohol-based hand sanitizer containing at least 60% alcohol.
- Key times to clean hands include:
 - Before, during, and after taking possession of the vehicle.
 - Before eating food.
 - Before and after using the toilet.
 - After blowing your nose, coughing, or sneezing.
- Additional times on the job to clean hands include:
 - Before and after work shifts
 - Before and after work breaks
 - After handling passengers' personal belongings, if unavoidable.
 - Between valet rides and after handling/exchanging money.
 - After putting on, touching, or removing cloth face coverings.
 - Before wearing and after removing gloves.
 - Before and after pumping gas.
- Carry tissues with you to use when you cough, sneeze, or touch your face. Throw used tissues in the trash.

Valet Parking Customer:

- Ask customers to wear a cloth face covering and cover their mouth and nose with tissues if they cough or sneeze. Ask the customer to dispose of the tissues after exiting the vehicle.
- Immediately report any passengers intentionally spreading their germs in car interior to management, and/or the authorities, as appropriate.

What steps should valet parking companies take?

The valet parking companies should develop and share a set of COVID-19 response measures to inform and help protect valet parking employees and customers. They should:

- Consider implementing a daily health screening check point, including taking employee temperature, and log for all employees entering the workplace.
- Actively encourage sick employees to stay home.
- Provide employees with where to find accurate information about COVID-19, its symptoms, and how it spreads.
- Encourage the use of and assistance in acquiring hand sanitizer and disposable wipes and cleaning products so that commonly touched vehicle surfaces can be wiped down by valet parking attendants.
- Develop policies and technology options that allow and prioritize contactless transactions that limit or eliminate close contact and the sharing of items such as pens and electronic signature pads between valet parking attendants and customers.

Ask employees reporting to work the following questions:

- Are you ill, or caring for someone who is ill?
- Have you had contact with someone diagnosed with COVID-19?
- Live in or visit a place where COVID-19 is spreading?
- Since your last day of work, or do you presently have you any of these symptoms?
 - Cough
 - Shortness of breath or difficulty breathing
 - Or at least two of these symptoms
 - Fever (100.4 or greater)
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - New loss of Taste or smell
 - Employees who have symptoms of acute respiratory illness are recommended to notify their supervisor and stay at home.

Where can I get more information?

Stay informed. Review health and safety measures taken by your valet parking company about COVID-19. See these sources for more information on worker and customer exposures to COVID-19:

- [CDC Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 \(COVID-19\)](#)
- [NIOSH Workplace Safety and Health Topic website](#)
- [CDC COVID-19 website](#)
- [OSHA COVID-19 websiteexternal icon](#)
- CDCINFO: 1-800-CDC-INFO (1-800-232-4636) | TTY: 1-888-232-6348 | [website](#)
- <https://www.cdc.gov/coronavirus/2019-ncov/community/critical-workers/implementing-safety-practices.html>