

RESOLUTION NO. 2021-31543

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE CONCESSION AGREEMENT BETWEEN THE CITY 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; SAID AMENDMENT ABATING CONCESSIONAIRE'S CURRENT PAYMENT OBLIGATIONS, AS SET FORTH IN SECTION 3.2 OF THE AGREEMENT, WHICH OBLIGATIONS INCLUDE A MINIMUM GUARANTEE PAYMENT, IN THE AMOUNT OF \$17,900 PER MONTH, AND REPLACING SAID PAYMENT OBLIGATIONS WITH A MONTHLY PAYMENT EQUAL TO TWELVE PERCENT (12%) OF THE TOTAL AMOUNT OF MONTHLY GROSS RECEIPTS COLLECTED BY CONCESSIONAIRE, WITH AN EFFECTIVE DATE OF FEBRUARY 1, 2021 AND EXPIRATION DATE OF SEPTEMBER 30, 2021 OR UNTIL SUCH TIME AS THE CONVENTION CENTER BOOKINGS RESUME OPERATIONS AT THE PRE-PANDEMIC BOOKING LEVELS, WHICHEVER OCCURS FIRST.

WHEREAS, on July 25, 2018, 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") to First Class Parking System, LLC ("Concessionaire"); 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, the Miami Beach Convention Center (the "Convention Center"), and other City properties, as may be required for 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, on November 1, 2019, 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, and modifying the financial terms as contemplated under the Agreement during each annual renewal term; 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, on September 25, 2020, the City and Concessionaire executed Amendment No. 2 to the Agreement, to correct the commencement date of the Agreement to reflect October 1, 2018, and, accordingly, correct the contract year to start October 1st and end September 30th; and to clarify Section 3.2.3 of the Agreement; and

WHEREAS, Amendment No. 2 also reflects that during the Suspension Period, the Venues may require valet services, on a demand basis ("Temporary Services"), and that Concessionaire would exclusively provide such valet services from the Effective Date of Amendment No. 2 (September 25, 2020) and continuing through and including the expiration date of the Suspension Period or January 31, 2021, whichever occurs first (Temporary Services Period); and

WHEREAS, Amendment No. 2, further, modified the amount of Concession Fees to be paid by Concessionaire to the City, to reflect a monthly Concession Fee equal to twelve percent (12%) of the total monthly Gross Receipts for all transactions ("Temporary Services Period Concession Fee"); and

WHEREAS, during the Temporary Services Period, the Concession Fees set forth in Section 3.2 of the Agreement, including the Minimum Guarantee of \$17,900 a month, the Excess Transaction Fee and Percentage of Gross Receipts, would be abated and replaced with the Temporary Services Period Concession Fee; and

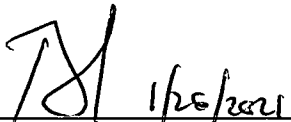
WHEREAS, the Convention Center and the Fillmore were Concessionaire's primary source of revenue under the Agreement and remain closed, with any future re-opening requiring a ramp up period; and

WHEREAS, based upon the material reduction in revenues, directly related to the COVID-19 pandemic, the City Manager recommends approving Amendment No. 3 to the Agreement, incorporated herein by reference and attached hereto as Exhibit "E"; said amendment extending the modified financial terms, approved under Amendment No. 2 for the Temporary Services Period, until September 30, 2021 or until such time as the Convention Center bookings resume operations at the Pre-Pandemic booking levels, whichever occurs first.


NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the City Manager to execute Amendment No. 3 to the Concession Agreement between the City 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; said Amendment abating Concessionaire's current payment obligations, as set forth in Section 3.2 of the Agreement, which obligations include a Minimum Guarantee payment, in the amount of \$17,900 per month, and replacing said payment obligations with a monthly payment equal to twelve percent (12%) of the total amount of monthly gross receipts collected by Concessionaire, with an effective date of February 1, 2021 and expiration date of September 30, 2021 or until such time as the convention center bookings resume operations at the pre-pandemic booking levels, whichever occurs first.

PASSED AND ADOPTED this 13 day of January, 2021.

ATTEST:



Rafael E. Granado, City Clerk




Dan Gelber, Mayor



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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



Steven A. Potkin, City Attorney

12/31/2020
Date

**AMENDMENT NO. 3 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. 3 ("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 _____ day of _____, 2021 ("Effective Date"):

RECITALS

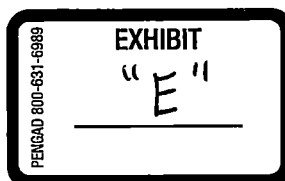
WHEREAS, on July 25, 2018, the Mayor and City Commission adopted Resolution Number 2018-30399, approving the award of Request for Proposals ("RFP") No. 2018- 166-WG for Valet Parking Services on City-owned property (the "RFP") to First Class Parking System, LLC ("Concessionaire"); and

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, for 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, on November 1, 2019, 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, and modifying the financial terms, as contemplated under the Agreement during each annual renewal term; 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, on September 25, 2020, the City and Concessionaire executed Amendment No. 2 to the Agreement, to correct the commencement date of the Agreement to reflect October 1, 2018; to correct the contract year to start October 1st and end September 30th; and to clarify Section 3.2.3 of the Agreement (the Agreement, Amendment No. 1, the Suspension Letter and Amendment No. 2 shall be collectively referred to herein as the "Agreement"); and



WHEREAS, Amendment No. 2 also reflects that during the Suspension Period, the Venues may require valet services, on a demand basis ("Temporary Services"), and that Concessionaire would exclusively provide such valet services from the Effective Date of Amendment No. 2 (September 25, 2020) and continuing through and including the expiration date of the Suspension Period or January 31, 2021, whichever occurs first (Temporary Services Period); and

WHEREAS, Amendment No. 2, further, modified the amount of the Concession Fees paid by Concessionaire to the City, to reflect a new Concession Fee equal to 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; and that during the Temporary Services Period, the Concession Fees set forth in Section 3.2 (including the Minimum Guarantee of \$17,900 a month, the Excess Transaction Fee and Percentage of Gross Receipts) would be abated and replaced with the Temporary Services Period Concession Fee; and

WHEREAS, on January 13, 2021, the Mayor and City Commission adopted Resolution No. _____, approving the extension of the modified financial terms approved under Amendment No. 2 for the Temporary Services Period, through and including September 30, 2021 or until such time as the Convention Center bookings resume operations at the Pre-Pandemic booking levels, whichever occurs first.

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 to extend the modified financial terms approved under Amendment No. 2 for the Temporary Services Period, through and including September 30, 2021 or until such time as the Convention Center bookings resume operations at the pre-pandemic booking levels, whichever occurs first (the "Extended Temporary Services Period"). During the Extended Temporary Services Period, Concessionaire would be permitted to exclusively provide valet services at the Venues, on a demand basis, by paying the City a monthly Concession Fee equal to 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. During the Extended Temporary Services Period, the Concession Fees set forth in Section 3.2, including the Minimum Guarantee of \$17,900 a month, the Excess Transaction Fee and Percentage of Gross Receipts, would be abated and replaced with the Temporary Services Period Concession Fee.

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 enforce any other terms or conditions of the Agreement. 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: _____
Rafael E. Granado, City Clerk

Raul Aguila, Interim City Manager

Date

Date

FOR CONCESSIONAIRE:

FIRST CLASS PARKING SYSTEMS, LLC

ATTEST:

By: _____
Secretary

President

Print Name

Print Name

Date

Date

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

City Attorney *[Signature]* 12-31-20
Date

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Raul J. Aguila, Interim City Manager
DATE: January 13, 2021

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE CONCESSION AGREEMENT BETWEEN THE CITY 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; SAID AMENDMENT ABATING CONCESSIONAIRE'S CURRENT PAYMENT OBLIGATIONS, AS SET FORTH IN SECTION 3.2 OF THE AGREEMENT, WHICH OBLIGATIONS INCLUDE A MINIMUM GUARANTEE PAYMENT, IN THE AMOUNT OF \$17,900 PER MONTH, AND REPLACING SAID PAYMENT OBLIGATIONS WITH A MONTHLY PAYMENT EQUAL TO TWELVE PERCENT (12%) OF THE TOTAL AMOUNT OF MONTHLY GROSS RECEIPTS COLLECTED BY CONCESSIONAIRE, WITH AN EFFECTIVE DATE OF FEBRUARY 1, 2021 AND EXPIRATION DATE OF SEPTEMBER 30, 2021, OR UNTIL SUCH TIME AS THE CONVENTION CENTER BOOKINGS RESUME OPERATIONS AT THE PRE-PANDEMIC BOOKING LEVELS, WHICHEVER OCCURS FIRST.

RECOMMENDATION

Approve the Resolution.

BACKGROUND/HISTORY

On July 25, 2018, the Mayor and City Commission adopted Resolution No. 2018-30399, approving the award of Request for Proposals ("RFP") No. 2018- 166-WG for Valet Parking Services on City-owned property (the "RFP"). On November 26, 2018, the City and Concessionaire executed an Agreement with First Class Parking Systems, LLC (see attached Exhibit "A") 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.

The 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.

On November 1, 2019, the City and Concessionaire executed Amendment No. 1 to the Agreement (see attached Exhibit "B"), 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").

On September 25, 2020, the City and Concessionaire executed Amendment No. 2 to the Agreement (see attached Exhibit "C"), 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 also to clarify Section 3.2.3 of the Agreement to clearly reflect the parties' intent.

Due to the impacts of the COVID-19 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"). This agreement was memorialized in a letter agreement, dated March 27, 2020 (see attached Exhibit "D").

Amendment No. 2 also reflects that during the Suspension Period, the Venues may require valet services, on a demand basis ("Temporary Services"), and the undersigned parties agreed that Concessionaire would exclusively provide such valet services from the Effective Date of Amendment No. 2 (September 25, 2020), and continuing through and including the expiration date of the Suspension Period or January 31, 2021, whichever occurs first (Temporary Services Period).

Amendment No. 2 also amended the agreement to reflect that during the Temporary Services Period, Concessionaire would pay 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; and that during the Temporary Services Period, the Concession Fees set forth in Section 3.2 (including the Minimum Guarantee of \$17,900 a month, the Excess Transaction Fee and Percentage of Gross Receipts) would be abated and replaced with the Temporary Services Period Concession Fee.

In order to address the material reduction in revenues, directly related to the COVID-19 pandemic, the parties wish to extend the Temporary Services Period set to expire on January 31, 2021 until September 30, 2021 or until such time as the Convention Center bookings resume operations at the Pre-Pandemic booking levels, whichever occurs first, and have memorialized this extension in the proposed Amendment No. 3.

SUPPORTING SURVEY DATA

Results from the 2019 Resident Survey show that 61.5% of residents rated the availability of on-street Parking in Miami Beach as too little.

CONCLUSION

The City Manager recommends approving Amendment No. 3 to the Agreement, incorporated herein by reference and attached hereto as Exhibit "E"; said amendment abating Concessionaire's current payment obligations, as set forth in Section 3.2 of the Agreement, which obligations include a Minimum Guarantee payment, in the amount of \$17,900 per month, and replacing said payment obligations with a monthly payment equal to twelve percent (12%) of the total amount of monthly gross receipts collected by Concessionaire, with an effective date of February 1, 2021 and expiration date of September 30, 2021, or until such time as the Convention Center bookings resume operations at the pre-pandemic booking levels, whichever occurs first.

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

Yes

Does this item utilize G.O. Bond Funds?

No

Strategic Connection

Prosperity - Market and promote Miami Beach as a world class arts, culture, and quality entertainment destination.

Legislative Tracking

Parking

ATTACHMENTS:

Description

- Exh A: Agreement
- Exh B: Amendment No. 1
- Exh C: Amendment No. 2
- Exh D: Suspension Letter
- Resolution and Agreement

2018-30399

Exhibit "A"

CONCESSION AGREEMENT

BETWEEN

THE CITY OF MIAMI BEACH

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**

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EXHIBITS:

EXHIBIT A – The RFP and Concessionaire’s Response

EXHIBIT B – The Coca Cola Agreement

Exhibit C – Coca Cola Products List

Exhibit D – Resolution No. 2018-30399 and Commission Memorandum

**CONCESSION AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
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 CONCESSION AGREEMENT (the "Agreement") made this ____ day of _____, 2018, between the **CITY OF MIAMI BEACH**, a municipal corporation of the State of Florida ("City"), and **FIRST CLASS PARKING SYSTEMS, LLC**, a Florida limited liability company, with offices at 12550 Biscayne Boulevard, Suite 207, Miami, Florida, 33181 ("Concessionaire").

WITNESSETH

WHEREAS, on March 7, 2018, the Mayor and City Commission authorized the issuance of Request for Proposals ("RFP") No. 2018-166-WG for Valet Parking Services on City-owned property (the "RFP"); and

WHEREAS, pursuant to Resolution No. 2018-30399, on July 25, 2018, the Mayor and City Commission authorized the Administration to enter into negotiations with Concessionaire, as the primary proposer pursuant to the RFP; accordingly, the City and Concessionaire have negotiated the following Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

The City hereby grants to the Concessionaire, and the Concessionaire hereby accepts from the City, the right to maintain, manage and operate a valet parking concession for the following City properties (as set forth in Section 2 hereof), for the term stated herein and subject to all terms and conditions herein contained:

SECTION 1. TERM.

- 1.1 The initial term of this Agreement shall be for one (1) year, commencing, retroactively, on November 1, 2018 (Commencement Date) and ending on October 31, 2019.
- 1.2 The City, through its City Manager, will have the option to extend for four (4) additional one-year renewal terms at the City's sole discretion. Under the same terms and conditions contained herein (except that the City reserves its right to re-negotiate the Concession Fees, as provided in Subsection 3.6 of the Agreement), for each annual renewal term, upon written notice to Concessionaire, which notice shall be provided not less than ninety (90) days prior to the end of the initial term. The "Term", as referred to in this Agreement shall refer to the initial term and any additional annual renewal terms approved by the City Manager, in his sole discretion.
- 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 1st and ending on October 31st.

SECTION 2. USES.

- 2.1 The City hereby grants to Concessionaire the right, during the Term herein, to maintain, manage and operate, at its sole cost and responsibility, a valet parking concession(s) for the

following City properties (hereinafter, the properties in this Subsection 2.1 (a) – (d) below may also be referred to as the “Venues”):

- (a) The Fillmore at the Jackie Gleason Theater of the Performing Arts (the Fillmore), located at 1700 Washington Avenue, Miami Beach, Florida, 33139; and
- (b) Miami Beach Convention Center (MBCC), located at 1901 Convention Center Drive, Miami Beach, Florida, 33139; and
- (c) Lincoln Road at designated locations established upon the mutual agreement of the City and Concessionaire, following consultation with the Lincoln Road Business Improvement District (BID); however, if the parties cannot reach an agreement, the decision of the City Manager’s designee shall be final; and
- (d) Such other City properties, as may be authorized, in writing, by the City Manager, in his sole discretion.

2.2 City Manager’s Designee. The City Manager’s designee shall be the City’s Parking Department Director, who shall be responsible for administering the Agreement on behalf of the City.

2.3 In operating the valet parking concession(s) for the Venues, the Concessionaire shall be entitled to use parking spaces for vehicle storage in designated municipal off-street parking facilities, as assigned by the City Manager or his designee.

The Concessionaire shall park vehicles consistent with the designated traffic circulation pattern within each parking facility. Notwithstanding the preceding, Concessionaire shall have the option of parking vehicles in a backed-in position. If unauthorized vehicles are parked in spaces made available for the Concessionaire’s use, the Concessionaire must immediately contact the City for resolution. **Concessionaire shall not use parking spaces outside of the designated locations, unless authorized, in writing, by the City Manager’s designee. Concessionaire may request the City’s approval of alternate parking spaces, upon submitting a written request to the City Manager’s designee, at least five (5) days prior to the scheduled event.**

The City shall identify vehicle storage locations for each Venue served by the Concessionaire. The municipal parking facilities include but are not limited to: Miami Beach Convention Center Garage No. 11; Fillmore municipal parking lot No. 29 (subject to availability, at the sole discretion of the City Manager’s designee); Pennsylvania Avenue Garage No. 9; Lincoln Road Garage No. 5; and City Hall Garage No. 7. Other venues shall be supported by municipal parking facilities in the general vicinity.

2.4 With regard to the provision of valet parking services at MBCC, Concessionaire shall set-up, operate, and provide passenger loading and unloading at locations designated by the City. When providing valet parking for an MBCC event, the location of the valet stand shall be contingent upon the needs of the MBCC event. Curb Management includes valet, bus, taxi, or ride sharing service or a combination thereof for each event. The City, in its sole discretion, shall make the final determination regarding Curb Management for each event, but shall, at all times, use its best efforts to prioritize the location of valet service ahead of taxi and ride sharing services.

2.5 Upon request by an MBCC User and subject to the prior written approval of the City Manager, Concessionaire may provide pre-paid group valet parking. The Concessionaire, City and the MBCC User shall agree to a predetermined quantity of valet parking validations. The MBCC User shall pre-pay all validations seven (7) days in advance of the first “show”

day. The MBCC User shall forfeit the value of any non-redeemed validations and shall not be entitled to a refund. The MBCC User may purchase additional validations (referred to hereinafter as a Subsequent Purchase), if needed, which Subsequent Purchases shall not exceed twenty-five percent (25%) of the amount of the prepay validations purchased by the MBCC User. The MBCC User shall be entitled to refunds of unused validations of subsequent purchases. Concessionaire shall request a refund in the amount of unused validations derived from Subsequent Purchases within seven (7) days of the last "show" day of the MBCC Event. **Failure to timely submit said request shall result in the forfeit of any refunds.**

Notwithstanding anything in this Subsection 2.5 or the Agreement, valet parking validation payment, creation, control, accountability, and verification shall be the sole responsibility of the Concessionaire.

- 2.6 The Concessionaire shall attend any and all planning meetings for any event at the Venues where valet parking services are to be provided. Concessionaire acknowledges that such meetings may be scheduled by the City; or, for MBCC events, by Global Spectrum LLP, its successors and/or assigns (the City's manager for MBCC); or, for events at The Fillmore, by Live Nation Worldwide, Inc., its successors and/or assigns (the City's manager for The Fillmore).

Said meetings shall be at the Venue for Concessionaire to become aware of a user's needs, requests, and requirements for the event, and for Concessionaire's input and recommendations. While the City (or Global or Live Nation, as the case may be) may solicit input and recommendations from Concessionaire, all final operational decisions shall ultimately rest with and be within the exclusive purview of the City. Concessionaire's failure to have representation and/or participate at any pre-event planning meetings shall be deemed a waiver by Concessionaire to challenge any and all operational decisions made with regard to the event and shall result in a penalty for violation of performance standards, as set forth in Section 28. "Quality Assurance")

- 2.7 Concessionaire shall provide valet parking services at the Venues whenever there is an event or other function where people including, without limitation, members of the public, are expected to be in attendance. The Concessionaire shall **not** be required to provide valet parking services at a Venue where: (i) prior to commencement of the event or other function, the Concessionaire is expressly notified, in writing, by either the City (for any Venue); or by Global (for MBCC); or by Live Nation (for the Fillmore); that its services will not be required.

- 2.8 Lincoln Road - The Concessionaire shall have the exclusive right, at any time during the Term, to provide valet parking services for all or any portion of Lincoln Road Mall, subject only to the approval of the City, which approval shall not be unreasonably withheld or delayed. The term "Lincoln Road Mall" shall include all property bounded by Alton Road on the West; Washington Avenue on the East; 17th Street on the North; and Lincoln Lane South on the South. The City will provide the Concessionaire with not less than two (2) ramp locations on Lincoln Road (from where such services must be provided), as well as reasonable trailblazing signage in areas approaching Lincoln Road notifying the public of valet parking (with the manner and locations of all signage to be determined solely by the City Manager, in his discretion) notifying the public of valet parking. The City shall also make further provision for vehicle storage in service of the Lincoln Road Venue at not less than one of the following garage locations: (i) Pennsylvania Ave Garage No. 9; (ii) Lincoln Road Garage No. 5; or (iii) such other municipal parking facilities located within or abutting the Lincoln Road Mall. At a minimum, the Concessionaire shall provide service at the two (2) designated ramp locations on such dates and times proposed by the Concessionaire and approved by the City.

- 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. 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.

SECTION 3. PRICE SCHEDULES AND CONCESSION FEES.

- 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. | Miami Beach Convention Center (MBCC): | \$25.00 |
| 2. | The Fillmore at the Jackie Gleason Theater (Fillmore): | \$25.00 |
| 3. | Lincoln Road: | |
| | a. event days at MBCC, Fillmore, New World Symphony: | \$20.00 |
| | b. non-event days at MBCC or Fillmore: | \$10.00 |
| 4. | other City Properties: | \$15.00 |

- 3.2 Concession Fees: Minimum Guaranteed Monthly Payment; Percentage of Gross Receipts; and Price Schedules Payments.

3.2.1 Minimum Guarantee (MG). On the first day of each month during the Term, the Concessionaire shall pay to the City a fixed monthly minimum payment, in the amount of \$17,900 (equating to \$214,800, annually) (the "MG") to the attention of the City's Parking Director. The monthly MG payment must be received no later than the fifteenth (15th) day of the corresponding month.

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 which exceeds \$20.00 ("Excess Transaction Fee"). The Excess Transaction Fees collected for 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.

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), 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.

The MG, Excess Transaction Fee and PG payments shall be collectively referred to herein as the Concession Fees.

IT IS THE CONCESSIONAIRE'S RESPONSIBILITY TO SUBMIT TIMELY PAYMENTS IN ACCORDANCE TO THE DEADLINES CONTAINED HEREIN. THE CITY WILL NOT SEND INVOICES TO THE CONCESSIONAIRE.

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 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 payment until such time as payment is actually received by the City.

3.4 Sales and Use Tax.

It is also understood that the required Florida State Sales and Use Tax shall be added to Concessionaire's payments and forwarded to the City as part of said payments. It is the City's intent that it is to receive the minimum monthly payment due from Concessionaire as net of such Florida State Sales and Use Tax.

3.5 City Business Tax Receipts.

Concessionaire shall obtain, at its sole expense and responsibility, any business tax receipts required by the City for the proposed use(s) contemplated herein. To the extent required by the applicable sections of the City Code (as same may be amended from time to time), business tax receipts shall be obtained for each Venue serviced by Concessionaire pursuant to this Agreement.

3.6 **NOTWITHSTANDING THE ABOVE, OR ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, THE CITY MANAGER, RESERVES THE RIGHT, AT HIS SOLE JUDGMENT AND DISCRETION, TO RENEGOTIATE THE CONCESSION FEES NINETY DAYS PRIOR TO THE ANNIVERSARY DATE OF EACH CONTRACT YEAR (THE "NEW CONTRACT YEAR CONCESSION FEES"); PROVIDED, HOWEVER, THAT, THE NEW CONTRACT YEAR CONCESSION FEES SHALL NOT BE LESS THAN THE AGREED UPON CONCESSION FEES FOR THE FIRST CONTRACT YEAR. THE CITY SHALL NOT INCREASE THE CONCESSION FEES MORE THAN ONCE DURING EACH CONTRACT YEAR THROUGHOUT THE TERM HEREIN. IN THE EVENT THE PARTIES ARE UNABLE TO SUCCESSFULLY NEGOTIATE AN INCREASE IN THE CONCESSION FEES, THEN THE CITY MANAGER, AT HIS SOLE OPTION AND DISCRETION, MAY ELECT TO LEAVE THE CONCESSION FEES IN PLACE AT THE TIME OF THE NEGOTIATIONS OR TERMINATE THIS AGREEMENT, FOR CONVENIENCE AND WITHOUT CAUSE, IN ACCORDANCE WITH SUBSECTION 11.6.**

SECTION 4. MAINTENANCE AND EXAMINATION OF RECORDS.

- 4.1 Concessionaire shall maintain current, accurate, and complete financial records, on an accrual basis, related to its operations pursuant to this Agreement. Systems and procedures used to maintain these records shall include a system of internal controls. All accounting records shall be maintained in accordance with generally accepted accounting principles, during customary business hours, and shall be open to inspection, copying, and audit by the City Manager or his designee upon reasonable verbal or written notice by the City. Concessionaire shall maintain all such records at its principal office, currently located at 12550 Biscayne Boulevard, Suite 207, Miami, Florida, 33181; or, if moved to another location, all such records shall be relocated, at Concessionaire's sole expense, to a location in Miami Beach, within five (5) days from notice of request for inspection by the City. Financial records and accounts shall include, at a minimum, a breakdown of Gross Receipts, expenses, and profit and loss statements. Concessionaire shall maintain accurate automated receipt-printing point of sale (POS) system (or a like alternative) for each Venue serviced pursuant to this Agreement, which will record and show the payment for every sale made or service provided at a Venue. Other financial records shall be maintained as would be required by an independent CPA in order to audit a statement of annual Gross Receipts and profit and loss statement pursuant to generally accepted accounting principles.

Concessionaire's records shall also be maintained for a period of three (3) years following expiration (or other termination) of this Agreement (regardless of whether such termination results from the expiration of the Term or for any other reason).

- 4.2 A monthly report of activities at each Venue, including applicable Price Schedules shall be submitted to the City's Parking Director by the 15th of each month, for the preceding month. At a minimum, this report shall contain a chronological listing of events and functions serviced, including the event/function name, date, time, exact location(s), number of transactions (vehicles), Gross Receipts per location, and Gross Receipts totals
- 4.3 Concessionaire shall submit to the City's Parking Director, within sixty (60) days of the end of each Contract Year, an annual statement of Gross Receipts, in a form consistent with generally accepted accounting principles. Additionally, such statement shall be accompanied by a report from an independent CPA firm certifying the report. A penalty of \$500 and \$100 per month thereafter for each report not submitted.
- 4.4 For purposes of this Agreement, the term "Gross Receipts" is understood to mean all income collected or accrued, derived by the Concessionaire under the privileges granted by this Agreement, excluding amounts of any Federal, State, or City sales tax (or other tax) collected by the Concessionaire from customers and required by law to be remitted to the taxing authority.

SECTION 5. INSPECTION AND AUDIT.

- 5.1 During the Term, the City Manager or his designee shall be entitled to audit any and all of Concessionaire's records (financial or otherwise) pertaining to its operations pursuant to this Agreement, as often as he/she deems necessary throughout the Term, and three (3) times within the three (3) year period following expiration, (or other termination) of this Agreement. The City shall be responsible for paying all costs associated with such audit(s), unless the audit(s) reveals a deficiency of five (5%) percent or more in Concessionaire's statement of Gross Receipts for any year or years audited, in which case Concessionaire shall pay to the City, within thirty (30) days of the City deeming the audit final, the cost of the audit and a sum equal to the amount of the deficiency revealed by the audit, plus penalties and interest. These audits are in addition to periodic City audits of Resort Tax collections and payments (which are performed separately), if applicable.
- 5.2 It is Concessionaire's intent to stay informed of comments and suggestions by the City regarding Concessionaire's performance under the Agreement. Within thirty (30) days after the end of each Contract Year, Concessionaire and the City's Parking Director may meet to review Concessionaire's performance under the Agreement for the previous Contract Year. At the meeting, Concessionaire and the City may discuss quality, operational, maintenance and any other issues regarding Concessionaire's performance under the Agreement.
- 5.3 If applicable, nothing contained within this section shall preclude the City's audit rights for Resort Tax collection purposes.

SECTION 6. TAXES, ASSESSMENTS, AND UTILITIES.

- 6.1 Concessionaire agrees and shall pay, before delinquency, all taxes and assessments of any kind (including, without limitation, ad valorem taxes [if assessed] and/or Resort Taxes, if applicable) levied or assessed upon Concessionaire, and/or upon any City property, or portion thereof, used by Concessionaire for the purpose of providing the valet parking services required under this Agreement, or by reason of any other business, operations, and/or activities of Concessionaire upon or in connection with the servicing of the Venues.

- 6.2 Concessionaire shall have the right, at its own expense, to contest the amount or validity, in whole or in part, of any tax and/or assessment by appropriate proceedings, which Concessionaire shall conduct diligently and continuously, in good faith. Concessionaire may refrain from paying a tax to the extent it is contesting the imposition of same in a manner that is in accordance with law; provided, however, if, as a result of such contest, additional delinquency charges become due, Concessionaire shall be responsible for such delinquency charges, in addition to payment of the contested tax (if so ordered).
- 6.3 Concessionaire shall be solely responsible for, and shall promptly pay when due, all charges for any utilities (including, without limitation, charges for gas, electricity, water, sewer, cable, telephone, trash collection, and any other utility service, as well as any hook-up fees and impact fees related thereto) used by Concessionaire in connection with the provision valet parking services and operations at the Venues. In addition to other rights and remedies hereinafter reserved to the City, upon the failure of Concessionaire to pay for such utility services when due, the City may elect to pay same and Concessionaire shall promptly reimburse the City upon demand.
- 6.4 In no event shall the City be liable, whether to Concessionaire or to third parties, for an interruption or failure in the supply of any utilities services to City property including, without limitation, the Venues.

SECTION 7. EMPLOYEES AND INDEPENDENT CONTRACTORS.

- 7.1 Concessionaire shall select, train, employ (or otherwise hire or retain) such number of employees and/or independent contractors (collectively referred to herein as "personnel") as is necessary and appropriate for Concessionaire to satisfy its responsibilities hereunder, and as necessary to maintain the same levels of service as exist in similar first class valet parking concession facilities and operations. Concessionaire's employees and/or independent contractors shall be employees and/or independent contractors of Concessionaire and not of the City, and Concessionaire shall be solely responsible for their supervision and daily direction and control. Concessionaire shall be solely responsible for, and have the sole authority to hire, terminate and discipline any and all personnel employed or retained by Concessionaire.
- 7.2 Concessionaire and its personnel shall wear identification badges and uniforms approved by the City. All personnel shall observe all the graces of personal grooming. Concessionaire shall hire people to work in its operation who are neat, clean, well groomed, and comport themselves in a professional and courteous manner. Concessionaire and any persons hired and/or retained by Concessionaire shall never have been convicted of a felony.

The Concessionaire shall conduct a full criminal background, Driving History review and drug screening check at its own expense on each of its personnel engaged in providing services under this Agreement on a quarterly basis. No personnel shall be eligible to perform services, pursuant to this Agreement, if he or she: (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The independent contractor(s) shall defend, indemnify and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of its failure to comply with this requirement.

- 7.3 Concessionaire shall have an experienced manager or managers overseeing the concession operations at all times.
- 7.4 The Concessionaire and its personnel are considered "ambassadors" of the City and, shall (at a minimum) comport themselves as follows in the discharge of their duties: greet patrons upon arrival and departure; make every attempt to quickly and courteously expedite the transfer of the patron's vehicle; and attempt to accommodate any reasonable request of the patron in connection with the provision of the valet parking services. Personnel shall not smoke, drink and/or eat while actively serving patrons; shall speak English; and shall not solicit tips and/or solicit the use of curbside parking for a fee higher than the approved City valet parking price schedules.
- 7.5 The Concessionaire shall be responsive to all persons who believe that they or their vehicle were injured or damaged (or personal items taken) by the Concessionaire ("Claimant"). In the event a Claimant advises the Concessionaire (or any staff of the Concessionaire) of any such damage, injury or loss (a "Claim"), the Concessionaire shall, within twenty four (24) hours of such notice, fill out a Claim form and submit same to the City's Parking Director. The Concessionaire shall immediately investigate each Claim; shall respond to the Claimant by telephone or in writing within forty eight (48) hours of the Claim; and shall provide the City's Parking Director with a written summary as to the resolution or other disposition of the Claim. Notwithstanding anything in this Subsection 7.5, the Concessionaire shall not be required to pay or satisfy any Claim that Concessionaire, after good faith reasonable investigation, determines not to be its responsibility.

SECTION 8. IMPROVEMENTS, MAINTENANCE, REPAIR and OPERATION.

- 8.1 Concessionaire accepts the use of any and all City property to which it is granted the use to carry out the stated purpose(s) of this Agreement (including, without limitation, any City property located at, on, or within the Venues and/or any City garages and/or lots used by Concessionaire), in its "AS IS" "WHERE IS" condition.
- 8.2 Concessionaire assumes sole responsibility and expense for the day to day maintenance of any such City property while being used by Concessionaire (including any furniture, fixtures, equipment and any other improvements thereon). This shall include, without limitation, removal of litter, garbage and debris. Concessionaire shall also be responsible for all garbage disposal generated by its operations.

8.3 Equipment.

The Concessionaire shall provide and maintain, at its sole cost and expense, valet parking stand(s), kiosk(s), booth(s), and any other related furniture, fixtures and equipment (collectively the Equipment), as necessary, to provide and maintain the valet parking services contemplated herein, consistent with the same levels of service that exist in similar valet parking facilities and operations in first class facilities. All equipment shall be new and in excellent condition. The height and the color of the Equipment (including stands, kiosks, and booths) shall be the same at each valet parking location for all Venues, except the Miami Beach Convention Center where all Equipment, uniforms, and badges shall bear the MBCC brand. All Equipment must be approved, in writing, by the City's Parking Director prior to being put into use. Storage of all Equipment shall be the sole responsibility of Concessionaire. In the event the City provides any equipment, and the equipment is damaged or broken the Concessionaire shall be invoiced accordingly.

8.4 Garbage Receptacles.

With respect to litter, garbage and debris removal, Concessionaire shall provide, at its sole expense, a sufficient number of trash receptacles for its operations and for the use of patrons. Determination of the "number" of receptacles shall at all times be within the judgment of the City Parking Director's in his sole and reasonable discretion. Dumping of receptacles and removal of trash, rubbish and garbage in connection with Concessionaire's operations shall be the sole responsibility of the Concessionaire, but shall be coordinated with the respective managers at MBCC, the Fillmore, and/or any other Venues. Any costs for removal of the contents of said trash receptacles by the City, because of the Concessionaire's failure to do so, will be assessed to, and become the responsibility of, the Concessionaire.

8.5 No Dangerous Materials.

Concessionaire agrees not to use or permit the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida. Any such substances or materials found on Concessionaire's operations, whether at a Venue or on any City property being utilized by Concessionaire, shall be immediately removed.

In consideration of a separate and specific consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify and hold the City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Concessionaire of any "hazardous substance" or "petroleum products" on, under, in or upon any property (whether City-owned or otherwise being utilized by Concessionaire for its operations hereunder, as those terms are defined by applicable Federal and State statutes, or any environmental rules and environmental regulations promulgated thereunder. The provisions of this Subsection 8.5 shall survive the termination or earlier expiration of this Agreement.

8.6 Security.

The Concessionaire shall be solely responsible for providing any security measures, as it deems necessary, to protect its concession areas including, without limitation, all its Equipment thereon.

8.7 Inspection.

Concessionaire agrees that its concession operations at any or all of the Venues may be inspected at any time by the City Manager or his designee, or by any other municipal, County or State officer, or other agency having responsibility and/or jurisdiction for inspection of such operations. Concessionaire hereby waives all claims against the City for compensation for loss or damage sustained by reason of any interference with the concession operations, whether by the City or by any public agency or official, in enforcing their respective duties, or enforcing compliance with any applicable laws, or ordinances, or regulations.

SECTION 9. INSURANCE.

Concessionaire shall maintain, at all times throughout the Term, at its sole expense and responsibility, the following types of insurance coverage:

- a. Commercial General Liability or Garage Liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence and per location covering bodily injury and property damage resulting from valet parking operations (including Concessionaire's activities connected with the handling of vehicles on public

property).

- b. Garage Keepers Legal Liability insurance to provide Collision and Comprehensive coverage for vehicles under control of the valet parking operation, with minimum limits of \$300,000 per location, with a maximum Self-Insured Retention (SIR) or deductible of \$1,000.
- c. Worker's Compensation and Employers' Liability as required to meet the statutory requirements of the State of Florida.

The policies of insurance referred to above shall not be subject to cancellation or changing coverage except upon at least thirty (30) days prior written notice to the City, and then only subject to the prior written approval of the City Manager or his designee. Prior to the Commencement Date of this Agreement, Concessionaire shall provide the City with a Certificate of Insurance for each such policy. **ALL POLICIES SHALL NAME THE CITY OF MIAMI BEACH FLORIDA AND LIVE NATION WORLDWIDE, INC. AS ADDITIONAL NAMED INSURED.** All such policies shall be obtained from companies authorized to do business in the State of Florida with an A.M. Best's Insurance Guide (latest edition) rating acceptable to the City's Risk Manager, and any replacement or substitute company shall also be subject to the approval of the City's Risk Manager.

Should Concessionaire fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, obtain such insurance, and any sums expended by the City in obtaining said insurance, shall be repaid by Concessionaire to the City, plus ten (10%) percent of the amount of premiums paid to compensate the City for its administrative costs. If Concessionaire fails to repay the City's expenditures following written demand from the City (and within the time specified in the City's demand notice), such failure shall be deemed an event of default hereunder and the total sum owed shall accrue interest at the rate of eighteen (18%) percent or the highest rate allowable by law, whichever is greater, until paid.

SECTION 10. INDEMNITY.

- 10.1 In consideration of a separate and specific consideration of Ten (\$10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify, hold harmless and defend the City, its officers, employees, contractors, agents or servants from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of Concessionaire, its officers, employees, contractors, agents or servants in connection with its operations and/or the performance of the services contemplated under this Agreement (including, without limitation, its use of any City property at, on, or within the Venues and/or any City garage and/or parking lot used herein).
- 10.2 In addition, and in consideration of a separate and specific consideration of Ten (\$10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify, hold harmless and defend the City, its officers, employees, contractors, agents or servants from and against any claim, demand or cause of action of whatever kind or nature arising out of any misconduct of Concessionaire, its officers, employees, contractors, agents or servants not included in Subsection 10.1 herein and for which the City, its officers, employees, contractors, agents or servants are alleged to be liable.
- 10.3 In consideration of a separate and specific consideration of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Concessionaire shall also indemnify, hold harmless and defend Live Nation Worldwide, Inc. (Live Nation), its officers, employees, and agents, from any and all claims, liability, losses, and causes of action which may arise out of the Concessionaire's

negligent acts or omissions under this Agreement and shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits, in the name of the Live Nation when applicable, and shall pay all cost (including attorney's fees) and judgments which may issue thereon. This indemnification shall not be limited to the amount of insurance carried by the Concessionaire.

10.4 Subsections 10.1, 10.2, and 10.3 shall survive the termination or expiration of this Agreement. Subsections 10.1, 10.2, and 10.3 shall not apply, however, to any such liability, that arises as a result of the willful misconduct or gross negligence of the City, its officers, employees, contractors, agents or servants, and (as to 10.3) of Live Nation, its officers, employees, and agents.

10.5 Subrogation.

The terms of insurance policies referred to in Section 9 shall preclude subrogation claims against Concessionaire, the City and their respective officers, employees, contractors, agents or servants.

10.6 Force Majeure.

"Notwithstanding the preceding, in the event that damage to or destruction of (i) a Venue or Venues, or (ii) to Concessionaire's Equipment, or (iii) municipal parking facilities (i) and (iii) shall hereinafter be referred to as a "Facility" or the "Facilities", due to a Force Majeure event (as defined herein) results in the closure of said Facility or Facilities, or in material damage to the majority of Concessionaire's Equipment, to the extent that (in the City Manager's sole and reasonable discretion and determination) Concessionaire's provision/performance of the Services is either rendered impossible, unnecessary, or economically impracticable, then Concessionaire and the City shall mutually agree upon a proportionate (prorated) adjustment of monthly payments during the pendency of the event of Force Majeure but, in any event, not to exceed 180 days from the occurrence thereof, whichever is less. If the event of Force Majeure continues for a period in excess of 180 days, then either party may terminate this Agreement upon sixty (60) days written notice to the other. In the event of a termination pursuant to this subsection, the City shall not be liable to Concessionaire nor have any further obligation (financial or otherwise) to Concessionaire under this Agreement, nor shall the City be liable to concessionaire for any indirect, incidental, or special costs, lost profits, or consequential damages. If an event of Force Majeure, causes the City to close or limit the Concessionaire's use of the vehicle storage locations described herein, the City Manager shall use commercially reasonable efforts to provide the Concessionaire with the use of parking spaces in another municipal parking facility or lot in a location equally convenient as the parking facility affected by the Force Majeure, and may suspend the Performance Standard set forth in Subsection 28.5 of the Agreement for all or some of the Venues(s) for which vehicle storage locations have been affected.

The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action, arrest or other restraint of government (civil or military), blockades, insurrections, riots, terrorism or terrorist threats, epidemics, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence (it being acknowledged that under no circumstances shall a failure to pay amounts due and payable hereunder be excusable due to a Force Majeure).

10.7 Waiver of Loss from Hazards.

Concessionaire hereby expressly waives all claims against the City for loss or damage sustained by the Concessionaire resulting from an event of Force Majeure (as defined herein), and the Concessionaire hereby expressly waives all rights, claims, and demands against the City and forever releases and discharges the City from all demands, claims, actions and causes of action arising from any of the aforesaid causes.

SECTION 11. DEFAULT AND TERMINATION.

Subsections 11.1 through 11.3 shall constitute events of default under this Agreement. An event of default by Concessionaire shall entitle the City to exercise any and all remedies described as the City's remedies under this Agreement, including but not limited to those set forth in Subsection 11.6 and Section 12. An event of default by the City shall entitle Concessionaire to exercise any and all remedies described as Concessionaire's remedies under this Agreement, including but not limited to those set forth in Subsection 11.5.

11.1 Bankruptcy.

If either the City or Concessionaire shall be adjudged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of either party shall be appointed, or if any receiver of all or any part of the business property shall be appointed and shall not be discharged within sixty (60) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or insolvency, or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, Federal, State, or otherwise, or if such petitions shall be filed against either party and shall not be dismissed within sixty (60) days after such filing, then the other party may immediately, or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract.

11.2 Default in Payment.

In the event Concessionaire fails to submit any payment and accumulated penalties within fifteen (15) days after the payment due date, and such failure continues three (3) days after written notice thereof, then the City may, without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract, and may begin procedures to collect the Performance Bond required in Section 12 herein.

11.3 Non-Monetary Default.

In the event that Concessionaire or the City fails to perform or observe any of the covenants, terms or provisions under this Agreement, and such failure continues fifteen (15) days after written notice thereof from the other party hereto, such non-defaulting party may immediately or at any time thereafter, and without further demand or notice, terminate this Agreement. In the event that a default is not reasonably susceptible to being cured within such period, the defaulting party shall not be considered in default if it shall, within such period, commence with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default, but in no event shall such extended cure period exceed sixty (60) days from the date of written notice thereof. In the event Concessionaire cures any default pursuant to this subsection, it shall promptly provide the City with written notice of same.

11.4 City's Remedies for Concessionaire's Default.

If any of the events of default, as set forth in this section, shall occur, the City may, after

notice (if required) and the expiration of cure periods, as provided above, at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such default(s) and to compensate the City for damages resulting from such default(s), including but not limited to the right to give to Concessionaire a notice of termination of this Agreement. If such notice is given, the Term of this Agreement shall terminate upon the date specified in such notice from the City to Concessionaire. On the date so specified, Concessionaire shall then quit and surrender any and all City property pursuant to the provisions of Subsection 11.8. Upon the termination of this Agreement by the City, all rights and interest of Concessionaire in and to this Agreement (and including, Concessionaire's right to remain on any City property used by Concessionaire to provide the services under the Agreement) shall cease and terminate and the City may, in addition to any other rights and remedies it may have, retain all sums paid to it by Concessionaire under this Agreement, including but not limited to, beginning procedures to collect the Performance Bond in Section 12 herein.

In addition to the rights set forth above, the City shall have the rights to pursue any and all of the following:

- a. the right to injunction or other similar relief available to it under Florida law against Concessionaire; and/or
- b. the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Concessionaire's default.

11.5 Concessionaire's Remedies for City's Default.

If an event of default, as set forth in this section, by the City shall occur, Concessionaire may, after the expiration of the cure period, terminate this Agreement upon written notice to the City. Said termination shall become effective upon receipt of the written notice of termination by the City. On the date specified in the notice, Concessionaire shall quit and surrender any and all City property pursuant to the provisions of Subsection 11.8.

11.6 Termination for Convenience.

11.6.1 **NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION 11 OR OF THE AGREEMENT, THIS AGREEMENT MAY BE TERMINATED, IN WHOLE OR IN PART, BY THE CITY, FOR CONVENIENCE AND WITHOUT CAUSE, UPON THE FURNISHING OF THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO CONCESSIONAIRE.**

11.6.2 In the event of termination by the City pursuant to this Subsection 11.6, Concessionaire herein acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind or nature, against the City, its agents, servants and employees (including, but not limited to, claims for any start-up costs, interference in business or damages for interruption of services, or interference in its concession operations). In no event shall the City be liable to Concessionaire for any indirect, incidental, special, lost profits or consequential damages.

11.7 Habitual Default.

In the event that Concessionaire has defaulted in the performance of, breached any of the terms, covenants and conditions required herein to be kept and performed by Concessionaire or received two (2) notices to cure in a twelve (12) month period or five (5) cumulatively over the full term of the Agreement, including extensions, at the City's sole

option and discretion, and regardless of whether Concessionaire has cured each individual condition of breach or default, the Concessionaire may be determined by the City to be a "habitual violator". At the time such determination is made, the City shall issue to Concessionaire a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Concessionaire that there shall be no further notice or grace periods to correct breaches exceeding two (2) or five (5) within their respective periods or default, and that such breach or default, of whatever nature, taken with the previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for termination of this Agreement. In the event of any such third (3rd) breach or default within a Contract Year, this Agreement shall terminate, upon written notice of termination to the Concessionaire, such termination to be effective upon the tenth (10th) day following the date of receipt thereof; all payments due hereunder shall be payable to said date; and Concessionaire shall have no further rights hereunder. In such case, the City may also avail itself of the remedies set forth in Subsection 11.4 hereof.

11.8 Surrender of City Property/Venues.

Upon (or earlier termination) of this Agreement, Concessionaire shall surrender any and all City property(ies) utilized by Concessionaire in the performance of the valet parking operations hereunder, in the same condition as such property(ies) was/were prior to the Commencement Date, reasonable wear and tear excepted. Concessionaire shall remove all its Equipment, and any other personal property, upon forty-eight (48) hours written notice from the City Manager or his designee unless a longer time period is agreed to by the City. Concessionaire's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. Continued occupancy of any City property after termination of the Agreement shall constitute trespass by the Concessionaire, and may be prosecuted as such. In addition, the Concessionaire shall pay to the City One Thousand (\$1,000.00) Dollars per day as liquidated damages for such trespass and holding over.

SECTION 12. PERFORMANCE BOND OR ALTERNATE SECURITY.

Concessionaire shall, on or before the Commencement Date of this Agreement, furnish to the City Manager a Performance Bond in the penal sum as stated below for the payment of which Concessionaire shall bind itself for the faithful performance of the terms and conditions of this Agreement. A Performance Bond, in the amount of Thirty-Five Thousand Five Hundred (\$35,500.00) Dollars, shall be required and be in faithful observance of this Agreement. A cash deposit, irrevocable letter of credit, or certificate of deposit may also suffice, as determined by the City Manager, in his sole and reasonable discretion. The form of the Performance Bond or letter of credit shall be as required by the City Manager. In the event that a Certificate of Deposit is approved, it shall be a Thirty-Five Thousand Five Hundred (\$35,500.00) Dollars one-year Certificate of Deposit in favor of the City, which shall be automatically renewed, the original of which shall be held by the City's Chief Financial Officer. Concessionaire shall be so required to maintain said Performance Bond or alternate security (as accepted by the City Manager), in full force and effect throughout the Term of this Agreement. Concessionaire shall have an affirmative duty to notify the City Manager, in writing, in the event said Performance Bond or alternate security lapses or otherwise expires. All interest that accrues in connection with any financial instrument or sum of money referenced above shall be the property of Concessionaire, except in an event of default, in which case the City shall be entitled to all interest that accrues after the date of default.

SECTION 13. ASSIGNMENT.

The Concessionaire may not sublet or assign this Agreement, or any part thereof, under any circumstances, without the prior written consent of the City which consent, if given at all, shall be in the City's sole judgment and discretion.

SECTION 14. SPONSORSHIPS.

14.1 The City reserves unto itself all present and future rights to negotiate all forms of endorsement and/or sponsorship agreements based on the marketing value of any City trademark, property, brand, logo and/or reputation. Any and all benefits derived from an endorsement and/or sponsorship agreement based on the marketing value of a City of Miami Beach trademark property, brand, logo and/or reputation, shall belong exclusively to the City. Concessionaire shall be specifically prohibited from entering into, or otherwise creating any, sponsorships and/or endorsements with third parties which are based solely or in any part on the marketing value of a City trademark, property, brand, logo and/or reputation.

It is further acknowledged that the name, likeness, equipment, concepts, logos, designs and other intellectual property rights of Concessionaire shall remain in the exclusive possession and control of Concessionaire at all times; provided, however, that Concessionaire hereby grants City an irrevocable license to use any Concessionaire trademark, brand, and/or logo, for purposes of the City's promotion of the Concessionaire's services and including, without limitation, the right to use such trademarks, brand, and/or logo in all media (for such public marketing purposes) whether now existing or as may exist in the future.

SECTION 15. NO ADVERTISING.

15.1 No Advertising.

Concessionaire understands that City of Miami Beach regulations strictly prohibit Concessionaire from advertising on any part of the City's property or Concessionaire's Equipment, and expressly agrees not to conduct any advertising hereunder unless expressly approved in writing by the City, in the City's sole and absolute discretion.

SECTION 16. NO IMPROPER USE.

Concessionaire will not use, nor suffer or permit any person to use, in any manner whatsoever, any City property(ies) or portion thereof granted to Concessionaire for the uses set forth in this Agreement, for any improper, immoral or offensive purpose, or for any purpose in violation of any Federal, State, County, or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. Concessionaire will protect, indemnify, and forever save and keep harmless the City, its officers, employees, contractors, agents or servants, from and against damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation, or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of Concessionaire, or any of its officers, employees, contractors, agents or servants. In the event of any violation by Concessionaire, or if the City shall deem any conduct on the part of Concessionaire to be objectionable or improper, the City Manager shall have the right to suspend the concession operations should the Concessionaire fail to correct any such violation, conduct, or practice to the satisfaction of the City Manager, within twenty-four (24) hours after receiving written or verbal notice of the nature and extent of such violation, conduct, or practice; such suspension to continue until the violation is cured. Concessionaire further agrees not to commence operations during the suspension until the violation has been corrected to the satisfaction of the City Manager.

SECTION 17. NOTICES.

All notices from the City to Concessionaire shall be deemed duly served upon receipt, if mailed by registered or certified mail with a return receipt to Concessionaire at the following addresses:

First Class Parking Systems, LLC
12550 Biscayne Boulevard, Suite 207
Miami, Florida 33181
Attn: Jorge Zuluaga, Director

All notices from Concessionaire to the City shall be deemed duly served upon receipt, if mailed by registered or certified mail return receipt requested to the City of Miami Beach at the following addresses:

Office of the City Manager
1700 Convention Center Drive
Miami Beach, FL. 33139
Attn: City Manager

and

City of Miami Beach Parking Department
1755 Meridian Avenue, Suite 200
Miami Beach, FL. 33139
Attn: Parking Director

Concessionaire and the City may change the above mailing addresses at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

SECTION 18. LAWS.

18.1 Compliance.

Concessionaire shall comply with all applicable City, County, State, and Federal ordinances, statutes, rules and regulations (including but not limited to all applicable environmental City, County, State, and Federal ordinances, statutes, rules and regulations, as same may be amended from time to time.

18.2 Equal Employment Opportunity.

Neither Concessionaire nor any affiliate of Concessionaire performing services hereunder, or pursuant hereto, will discriminate against any employee or applicant for employment because of race, sex, sexual orientation, color, creed, national origin, familial status, religion or handicap. Concessionaire will take affirmative steps to utilize minorities and females in the work force and in correlative business enterprises.

18.3 No Discrimination.

Concessionaire agrees that there shall be no discrimination as to race, sex, sexual orientation, color, creed, national origin, familial status, religion or handicap, in its employment practice or in the operations referred to by this Agreement. All facilities and services offered shall be made available to the public.

SECTION 19. MISCELLANEOUS.

19.1 No Partnership.

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the City and Concessionaire.

19.2 Modifications.

This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto. Concessionaire acknowledges that no modification to this Agreement may be agreed to by the City unless approved by the Mayor and City Commission except where such authority has been expressly provided herein to the City Manager.

19.3 Complete Agreement.

This Agreement, together with all exhibits incorporated hereto, constitutes all the understandings and agreements of whatsoever nature or kind existing between the parties with respect to Concessionaire's operations, as contemplated herein.

19.4 Headings.

The section, subsection and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

19.5 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns:

19.6 Clauses.

The illegality or invalidity of any term or any clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.

19.7 Severability.

If any provision of this Agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, or shall become a violation of any local, State, or Federal laws, then the same as so applied shall no longer be a part of this Agreement but the remainder of the Agreement, such provisions and the application thereof to other persons or circumstances, shall not be affected thereby and this Agreement shall be so modified.

19.8 Right of Entry.

The City, at the direction of the City Manager, shall at all times during hours of operation, have the right to enter into and upon any and all parts of the Concession Area for the purpose of examining the same for any reason relating to the obligations of parties to this Agreement.

19.9 Not a Lease.

It is expressly understood and agreed that no part, parcel, building, structure, equipment or space is leased to Concessionaire; that this Agreement is a concession agreement and not a lease, and that Concessionaire's right to operate, manage, and maintain the concession shall continue only so long as Concessionaire complies with the undertakings, provisions, agreements, stipulations and conditions of this Agreement.

Accordingly, Concessionaire hereby agrees and acknowledges that in the event of termination of this Agreement, whether due to a default by Concessionaire or otherwise, Concessionaire shall surrender and yield unto the City any City property then being used by Concessionaire for the provision of services herein, in accordance with Subsection 11.8 hereof, and the City shall in no way be required to evict and/or otherwise remove Concessionaire from any such area as if this were a tenancy under Chapter 83, Florida Statutes, nor shall Concessionaire be afforded any other rights afforded to nonresidential tenants pursuant to said Chapter (the parties having herein expressly acknowledged that this Agreement is intended to be a concession agreement and is in no way intended to be a lease).

19.10 Signage.

Concessionaire shall provide, at its sole expense and responsibility, any required signs at its concession locations. All advertising, signage and postings shall be approved by the City, and shall be in accordance with all applicable Municipal, County, State and Federal laws and regulations. Any signage posted by Concessionaire shall be subject to the prior approval of the City Manager or his designee as to size, shape and placement of same.

19.11 Conflict of Interest.

Concessionaire shall perform its services under this Agreement and conduct the concession operation(s) contemplated herein, in a manner so as to show no preference for other concession operations/facilities owned, operated, managed, or otherwise controlled by Concessionaire.

19.12 No Waiver.

19.12.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.

19.12.2 A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

19.12.3 The receipt of any sum paid by Concessionaire to the City after breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation (and not as rent), unless such breach be expressly waived in writing by the City.

19.13 No Third Party Beneficiary.

Nothing in this Agreement shall confer upon any person or entity, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies by reason of this Agreement.

19.14 Joint Preparation.

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19.15 Customer Amenities at MBCC Venue:

The Concessionaire shall provide the following at their sole expense at MBCC:

- a. **Bottled Water for customers.** This Agreement is subject to that certain agreement between the City and Coca-Cola Bottling, commencing on September 1, 2011 and expiring on September 1, 2021, attached hereto as Exhibit "B", to be the exclusive provider of non-alcoholic beverages in connection with certain Facilities (as defined therein), which includes the MBCC Venue. As such, Concessionaire may only purchase, from the City's vendor, the Coca-Cola brand water for the customers, as more particularly set forth in the 2018 Product List, attached hereto as Exhibit "C".
- b. **Concessionaire shall provide, a maximum of, one (1) twelve ounce bottled water for each vehicle (the "Courtesy MBCC water bottle").** Additional bottled waters per vehicle are the Concessionaire's responsibility and discretion. The bottled waters shall be provided to customers with a MBCC branded napkin. At the beginning of each Contract Year, Concessionaire shall provide the City with a proposal for the cost per Courtesy MBCC water bottle, based upon the same size or the closest size Coca-Cola water bottle (the "Proposed Cost"). At end of each Contract Year, Concessionaire will provide the City with a copy of the receipts/cancelled checks and purchase orders for all purchases, made from the City's Coca Cola vendor, for the Courtesy MBCC water bottles provided to customers during the previous Contract Year. If the cost of each MBCC water bottle exceeds the Proposed Cost, a credit of \$0.18 per bottle will be owed to Concessionaire. The True-Up Payment shall be paid to the Concessionaire within thirty (30) days of the City's receipt of the Concessionaire's written request for payment and transmittal to the City of the required supporting documentation, sufficient, in the City Manager's discretion, to calculate the True-Up Payment.
- c. **Oversized umbrella service for customers in the event of rain (using the MBCC Branding, subject to the written approval of the City Manager or his designee).**

SECTION 20. LIMITATION OF LIABILITY.

The City desires to enter into this Agreement only if so doing the City can place a limit on its liability for any cause of action for breach of this Agreement, so that its liability for any such breach never exceeds the sum of Ten Thousand (\$10,000.00) Dollars. Concessionaire hereby expresses its willingness to enter into this Agreement with a Ten Thousand (\$10,000.00) Dollar limitation on recovery for any action for breach of contract. Accordingly, and in consideration of the separate consideration of Ten Thousand (\$10,000.00) Dollars, the receipt of which is hereby acknowledged, the City shall not be liable to Concessionaire for damages to Concessionaire in an amount in excess of Ten Thousand (\$10,000.00) Dollars, for any action for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

SECTION 21. VENUE.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **THE CITY AND CONCESSIONAIRE HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE CITY AND CONCESSIONAIRE MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

SECTION 22. CITY LIEN.

It is expressly agreed that the City shall have a continuing lien on all personal property of the Concessionaire, used exclusively in connection with providing the services under this Agreement, as more particularly set forth in Exhibit "D", attached hereto, for all sums which may from time to time become due and unpaid to the City under this Agreement, and upon default of payment by the Concessionaire and failure to cure after the expiration of the applicable grace period, the City shall have the right to take possession of and retain the same until the full amount due shall be paid, or to sell the same at public auction and, after deducting the expense of such sale, apply the balance of the proceeds to such payment and if there should be any deficiency, to resort to any other legal remedy available to it.

SECTION 23. NO LIENS.

Concessionaire agrees that it will not suffer or through its actions or anyone under its control or supervision, cause to be filed upon the property any lien or encumbrance of any kind. In the event any lien is filed, Concessionaire agrees to cause such lien to be discharged within ten (10) days of said filing and in accordance with the applicable law and policy.

SECTION 24. STORAGE.

Concessionaire agrees that there will be no on-site or on-premises storage of any kind, of Concessionaire's Equipment.

SECTION 25. CITY WITHDRAWAL OF CITY PROPERTY.

The City retains the right to withdraw all or any portion of the City property/Venues (each a "Terminated Venue") set forth herein from the terms and conditions of the Agreement. The City shall give the Concessionaire thirty (30) days written notice in the event of such withdrawal (the "Venue Withdrawal Notice"). In the event the City withdraws all of the City property and/or Venues, the Agreement shall automatically terminate, without liability to either party herein. In the event the City withdraws less than all of the City property and/Venues, then the remaining property/Venues shall continue within the scope of the Agreement, and the City and Concessionaire agree to negotiate a proportionate adjustment in the amount of the Concession Fees from the date that the Terminated Venue goes off line through the remainder of the subject Contract Year. Concessionaire reserves the right to elect to terminate this Agreement, by written notice delivered to the City Manager within sixty (60) days of its receipt of the City's Venue Withdrawal Notice.

SECTION 26. RFP INCORPORATED.

Request for Proposals No. 2018-166-WG, together with any and all amendments thereto, and the

Concessionaire's proposal in response thereto, are hereby incorporated by reference into this Agreement and attached hereto as Exhibit A, to the extent that they are not inconsistent with any terms herein. In the event of any inconsistency, this Agreement shall prevail.

SECTION 27. PUBLIC BENEFIT.

The Concessionaire shall provide a public benefit in the form of an annual contribution to the City's Educational Compact in the amount of one percent (1%) of Concessionaire's annual Gross Receipts or \$3,000.00, whichever is greater. Concessionaire shall pay the total sum of \$3,000.00 within thirty (30) days from the commencement of each Contract Year.

Within thirty (30) days from the end of each Contract Year, Concessionaire shall submit to the City the annual statement of Gross Receipts, as required in Subsection 4.3, as well as any difference due between the \$3,000.00 up front payment and the one percent (1%) of Concessionaire's annual Gross Receipts for the applicable Contract Year.

SECTION 28. QUALITY ASSURANCE.

The Concessionaire's must adhere to the City's established customer service standards and its 2performance shall be monitored by the City Manager or his/her designee. Impromptu operational and financial audits may be conducted on site at the discretion of the City Manager or his/her designee.

Letters of complaint, directed to the City from the complainant, regarding the Concessionaire's performance, will be subject to investigation by the City. Letters of complaint received by the City pursuant to the Concessionaire's performance will be provided to the concessionaire within two (2) days of receipt. Concessionaire will have two (2) days to acknowledge to the customer receipt of the complaint and five (5) days in which to respond to the customer. Three (3) letters of complaints that have been investigated by the City and confirmed as to their allegations, received within twelve (12) consecutive months, shall constitute sufficient cause for the City Manager or his/her designee to terminate the Agreement.

Performance Standards.

28.1 A representative of the Concessionaire shall attend all pre-convention and/or preparatory meetings for events. It is the responsibility of the Concessionaire to confirm their attendance with the City Manager or his/her designee.

Penalty: \$100.00 per absence/per meeting.

28.2 All personnel must be in full uniform approved by the City. Failure to do so may result in:

- a. the City's request to replace said employee or independent contractor with one in full uniform within one (1) hour, and, including providing the City with evidence of a valid driver's license for personnel who have driving responsibilities, and a new corresponding personnel roster.
- b. The Concessionaire's failure to produce replacement personnel shall be deemed as non-performance and a penalty may be assessed.

Penalty: \$100.00 per employee or independent contractor/per day.

28.3 Failure to provide service for events on scheduled dates shall be deemed as non-performance on the part of the Concessionaire and shall be subject to a penalty, as liquidated damages. The value of the liquidated damages is based on: (1) reduction of service level to patrons wishing to valet park and any inconvenience derived thereof; and (2) a disincentive to the Concessionaire to not provide service for all events.

Penalty: \$1,000.00 per event/per day

28.4 Staffing/Personnel.

All personnel having driving responsibilities must have a valid Florida Driver's License. Additionally, Concessionaire shall submit a list of all personnel, additions, and deletions on a monthly basis. The report is to be submitted by the fifth (5) of the month with a photocopy of their valid Florida Driver's License and the valid driver's license number, shall be submitted for all personnel on the roster who have driving responsibilities.

Penalties: Failure to submit timely: \$250
Failure to update list (additions/deletions) \$250 per employee or independent contractor.

28.5 Concessionaire must maintain a service level for vehicle returns consisting of 15 minutes or less, calculated from the time the customer submits the valet parking ticket and the request for the vehicle is submitted in the Flash Valet system, until the time the customer actually takes possession of the vehicle and Concessionaire closes out the corresponding transaction in Flash Valet (the "Return Performance Standard").

City and Concessionaire both acknowledge and agree that the 15-minutes or less Return Performance Standard shall only apply to the MBCC Venue following the issuance of a temporary certificate of occupancy ("TCO") for the MBCC garage. Prior to the issuance of a TCO for the MBCC Garage, a 20-minutes or less Return Performance Standard shall apply.

With respect to events where Complimentary Parking Services are being provided, a 20-minutes or less Return Performance Standard shall apply.

Penalty: Concessionaire must maintain a threshold of 80% of vehicle returns within the applicable Return Performance Standard per event. Failure to do so results in a \$40 (double valet user fee) penalty for each vehicle returned beyond the applicable Return Performance Standard.

28.6 The valet parking fee shall appear on all valet parking tickets issued to customers.

Penalty: \$100.00 per incident.

28.7 The valet parking fee shall be prominently posted on signs at the entrance to the valet parking area and at the cashier booth.

Penalty: \$500.00 per event/per day.

28.8 Solicitation of gratuities is strictly forbidden.

Penalty: \$500.00 per incident.

28.9 Any and all Claims (as defined in Subsection 7.5) must be reported in writing to the City's Parking Department within 24 hours from notice of the Claim..

Penalty: \$250.00 per incident.

28.10 Written customer complaints received by Concessionaire must be acknowledged, in writing, within 24 hours of receipt and responded to within 48 hours, with copies of the written

complaint and response thereto shall be forwarded to the City's Parking Department representative.

Penalty: \$250.00 per incident.

28.11 Customer Service - All personnel must adhere to the City's Customer Service Excellence Standards.

28.11.1 All personnel must be respectful and courteous when addressing the public/customers. Conduct unbecoming shall include: rude, belligerent, hostile, quarrelsome, antagonistic, aggressive, sarcastic, contemptuous, and mocking behavior. All personnel shall further refrain from smoking, eating, and/or drinking while on-duty.

28.11.2 Valet Attendant Customer Service Index – The City will assess Concessionaire's personnel customer service performance through the City's shopper program. The program assesses a variety of factors with regard to appearance and communications related to customer service.

28.11.3 Complaints pertaining to customer service, including but not limited to the behavior outlined above shall be immediately addressed by the Concessionaire. The City reserves the right in its sole discretion, to determine if the employee or independent contractor is unfit or incompetent to perform the duties and may require the Concessionaire to immediately remove the employee or independent contractor and replace with another within one (1) hour of said request. Failure of the Concessionaire to do so may trigger an assessment of a penalty.

Penalty: Any assessment resulting in a score between 1.0 and 3.99 on a scale of 5.0 results in a \$100.00 per employee or independent contractor, per event/per day.

28.12 Concessionaire's software application must be operational 100% of the event time and it must have the same or comparable functionality and features as state of the art platforms such as Flash, including SMS technology; vehicle tracking in real time by providing record of events associated with each parked vehicle; drop-off time; storage location; request time; delivery time; payment features; customer service survey; vehicle damage log, including attachment for photos. Failure of the Concessionaire to do so shall trigger an assessment of a penalty. The City must have read-only access to the software at all times.

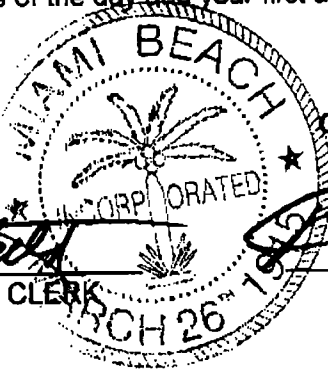
Penalties: \$250.00 per event/per hour or \$2,500 daily during event hours and \$50.00 penalty for each valet transaction that remains open.

SECTION 29. COMPLIANCE WITH CITY, COUNTY, STATE AND FEDERAL LAWS, LICENSING AND PERMIT REQUIREMENTS.

The Concessionaire shall comply with all rules and regulations, laws, ordinances, and permitting requirements of the City of Miami Beach, Miami-Dade County, the State of Florida, and the U.S. Government now in force or hereafter adopted, at Concessionaire's own expense. In particular, the Concessionaire must obtain a City of Miami Beach Business Tax Receipt annually for the concession. City Business Tax Receipts currently are issued for a one (1) year period, expiring each September 30th.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed, all as of the day and year first above written, indicating their agreement.

Attest:



CITY OF MIAMI BEACH, FLORIDA

Rafael Granado
Rafael Granado, CITY CLERK

Dan Gelber
Dan Gelber, MAYOR

NOV 26 2018

Date

CORPORATE SEAL
(affix seal here)

Attest:

FIRST CLASS PARKING SYSTEMS, LLC

Jorge Zuñiga
Signature

Sebastian Lopez

Jorge Zuñiga
(Print Name and title)

Sebastian Lopez
(Print Name and title)

11/15/18

Date

CORPORATE SEAL
(affix seal here)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Raul D. ...
City Attorney

11/15/18
Date

EXHIBIT A
(RFP AND CONCESSIONAIRE'S RESPONSE)

MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-673-7490.

ADDENDUM NO. *15* RFP 2018-166-WG

VALET PARKING CONCESSION

April 20, 2018

This Addendum to the above-referenced RFP is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The RFP is amended in the following particulars only.

I. REVISIONS

RFP DUE DATE AND TIME. The deadline for the receipt of proposals is extended until 3:00 P.M., on Thursday, May 3, 2018, at the following location.

City of Miami Beach
Procurement Department
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Late proposals will not be accepted. Proposers are cautioned to plan sufficient time to allow for traffic or other delays for which the Proposer is solely responsible.

II. ATTACHMENTS

Exhibit D: Existing Concession Agreement between the City of Miami Beach and First Class Parking, LLC.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact: William Garviso	Telephone: 305-673-7000, ext. 6650	Email: WilliamGarviso@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your RFP submission.

Sincerely,


Alex Dennis
Procurement Director

Exhibit D
First Class Parking, LLC
Concession Agreement

FIRST CLASS PARKING, LLC
Concession Agreement

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**CONCESSION AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH
AND
FIRST CLASS PARKING, LLC.
TO PROVIDE VALET PARKING SERVICES
AT THE FILLMORE MIAMI BEACH AT JACKIE GLEASON THEATER, AT THE MIAMI BEACH
CONVENTION CENTER, AND OTHER CITY PROPERTIES, AS MAY BE REQUIRED,
PURSUANT TO REQUEST FOR PROPOSALS NO. 40-07/08**

Scott THIS CONCESSION AGREEMENT ("Agreement") made this 22 day of Sept 2016, between the CITY OF MIAMI BEACH, a municipal corporation of the State of Florida ("City"), and FIRST CLASS PARKING, LLC, a Florida limited liability company, with offices at 12550 Biscayne Boulevard, Suite 207, Miami, Florida, 33181 ("Concessionaire").

WITNESSETH

WHEREAS, on July 16, 2008, the Mayor and City Commission authorized the issuance of Request for Proposals (RFP) No. 40-07/08 for Valet Parking Services on City-owned Property (the RFP); and

WHEREAS, pursuant to Resolution No. 2009-27017, on February 25, 2009, the Mayor and City Commission authorized the Administration to enter into negotiations with Concessionaire, as the successful proposer pursuant to the RFP; accordingly, City and Concessionaire executed an agreement with the Concessionaire with an initial term of three (3) years and two (2) one (1) year renewal options, which term ended on September 30, 2015; and

WHEREAS, pursuant to Resolution No. 2015-28943, adopted on March 11, 2015, the Mayor and City Commission authorized the Administration to waive competitive bidding requirements and enter into negotiations with the Concessionaire for an extension of the Agreement for a period of three (3) years or until substantial completion of the Miami Beach Convention Center ("MBCC") expansion and renovation project (the "Project"), whichever occurs first.

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

The City hereby grants to the Concessionaire, and the Concessionaire hereby accepts from the City, the right to maintain, manage and operate a valet parking concession for the City properties set forth in Section 2 hereof, for the term stated herein and subject to all terms and conditions herein contained:

SECTION 1. TERM.

- 1.1 The term of this Agreement shall commence retroactively on the 1st day of October, 2015 (Commencement Date), and terminate on September 30, 2018 or upon substantial completion of the renovation of the Miami Beach Convention Center ("MBCC") Project (the "Project"), whichever date occurs first (the "Term"). Substantial completion of the MBCC Project shall be defined as of the date when the City, in its proprietary capacity, has secured the requisite governmental approvals to operate the MBCC, which may include any of the following benchmarks: issuance of a temporary certificate of occupancy; issuance of a certificate of occupancy; or issuance of a certificate of completion with respect to the entire Project.

A Contract Year, as referred to herein shall start on October 1st and end on September 30th of the following year.

SECTION 2. USES.

2.1 The City hereby grants to Concessionaire the right, during the Term herein, to maintain, manage and operate, at its sole cost and responsibility, a valet parking concession(s) for the following City properties (hereinafter, the properties in this Section 2.1 (a) – (c) may also be referred to as the "Venues"):

- (a) The Fillmore Miami Beach at Jackie Gleason Theater (the Fillmore), located at 1700 Washington Avenue, Miami Beach, Florida, 33139;
- (b) Miami Beach Convention Center (MBCC), located at 1901 Convention Center Drive, Miami Beach, Florida, 33139; and
- (c) Such other City properties, as may be authorized, in writing, by the City Manager, in his sole discretion.

2.2 As referred to in this Agreement, the City Manager's designee shall be the City's Parking Department Director.

2.3 In operating the valet parking concession for the Venues, the Concessionaire shall be entitled to use up to one hundred (100) parking spaces in a designated are of Municipal Parking Garage No. 9 ("Penn Ave Garage"), located at Pennsylvania Avenue and 17th Street (the "Valet Storage Area").

Concessionaire shall park vehicles only within the Valet Storage Area. The Concessionaire shall park vehicles consistent with the designated traffic circulation pattern within the Penn Ave Garage. Notwithstanding the preceding, Concessionaire shall have the option of parking vehicles in a backed-in position. If unauthorized vehicles are parked in the Valet Storage Area, the Concessionaire shall immediately contact the City for resolution. Under no circumstances shall the Concessionaire use parking spaces outside of the Valet Storage Area.

Concessionaire and City acknowledge that the MBCC Project will require the relocation of the Valet Storage Area to a different municipal parking garage or parking lot commencing as of the second Contract Year. The Concessionaire and City Manager's designee shall cooperate to find a mutually agreeable new location for the Valet Storage Area; however, if the parties cannot reach an agreement, the City Manager's written confirmation of a new Valet Storage Area shall be final and binding upon the parties.

2.4 The City Manager or his designee may approve additional spaces for use by Concessionaire at Municipal Parking Lot No. 29, located on the northeast corner of Convention Center Drive and 17th Street or any other municipal garage or parking lot ("Additional Valet Storage Area"), when, in the City Manager's or his designee's sole discretion (i) a high-volume event is expected to exceed the assigned capacity available in the Penn Ave Garage; or (ii) the anticipated high volume will create an unacceptable diminution of valet service levels for such event.

2.5 With regard to the provision of valet parking services at MBCC, Concessionaire shall set-up, operate, and provide passenger loading and unloading at one (1) of two (2) mutually agreed upon areas (the "Passenger Ramp Locations"); however, if Concessionaire and the City Manager's designee cannot reach an agreement with respect to the location of the

Passenger Ramp Locations, the City Manager's written confirmation of the location of the Passenger Ramp Locations shall be final and binding upon the parties. Individuals and/or firms who contract to use all or a portion of MBCC (an MBCC User) for a convention, trade show, or other event (an MBCC Event) shall have the option of selecting either of the two (2) aforesaid Passenger Ramp Locations.

When providing valet parking for an MBCC Event, no valet stand shall be set up in a location, which, in the sole discretion of the City Manager's designee, will interfere with bus service provided for the Event.

- 2.6 Upon request by an MBCC User, and subject to the prior written approval of the City Manager, Concessionaire may provide pre-paid group valet parking. The Concessionaire, the City Manager, and the MBCC User shall mutually agree upon a predetermined number of valet parking coupons. The MBCC User shall pre-pay all coupons seven (7) days in advance of the first "show" day of the MBCC Event. The MBCC User shall forfeit the value of any non-redeemed coupons and shall not be entitled to a refund. The MBCC User may purchase additional coupons (referred to hereinafter as a subsequent purchase) if needed. The MBCC User shall be entitled to refunds of unused coupons of subsequent purchases. Concessionaire shall refund the amount for unused coupons derived from subsequent purchases within seven (7) days of the last "show" day of the MBCC Event.

Notwithstanding anything in this subsection 2.6 or the Agreement, valet parking coupon payment, creation, control, accountability, and verification shall be the sole responsibility of the Concessionaire.

- 2.7 The Concessionaire shall attend any and all planning meetings for any event at the Venues where valet parking services are to be provided. Concessionaire acknowledges that such meetings may be scheduled by the City Manager or his designee; or, for MBCC Events, by Global Spectrum LLP (Global), the City's manager for MBCC or, for events at The Fillmore, by Live Nation Worldwide, Inc. (Live Nation), the City's manager for The Fillmore.

Said meetings shall be held in order for Concessionaire to become aware of the user's needs, requests, and requirements for the event, and for Concessionaire's input and recommendations. While the City (or Global or Live Nation, as the case may be) may solicit input and recommendations from Concessionaire, all final operational decisions shall ultimately rest with, and be within the exclusive purview of the City. Concessionaire's failure to have representation and/or participate at any pre-event planning meetings shall be deemed a waiver by Concessionaire to challenge any and all operational decisions made with regard to the event.

- 2.8 Concessionaire shall provide valet parking services at a Venue whenever there is an event where people including, without limitation, members of the public, are expected to be in attendance. The Concessionaire shall not be required to provide valet parking services at a Venue where: (i) prior to commencement of the event, the Concessionaire is expressly directed, in writing, by either the City Manager or his designee (for any Venue); or by Global (for MBCC); or by Live Nation (for the Fillmore), that its services will not be required; or (ii) following commencement of an event, where the Concessionaire parks no more than ten (10) cars in any day for such event, in which case Concessionaire shall not be required to provide valet parking services for the remainder of that event.

- 2.9 Lincoln Road Ramps- Should the City elect, at any time during the Term, to have Concessionaire provide valet parking services for all or any portion of Lincoln Road Mall, the City Manager or his designee will provide the Concessionaire with not less than two (2) Passenger Ramp Locations on Lincoln Road (from where such services can be provided),

as well as reasonable trailblazing signage in areas approaching Lincoln Road notifying the public of valet parking (with the manner and locations of all signage to be determined solely by the City Manager, at his/her sole discretion).

- 2.10 **Special Events** – During the Term herein, the Concessionaire shall provide free valet parking services for at least four (4) events per Contract Year, at such Venues as shall be determined by the City Manager, at his/her sole judgment and discretion. City acknowledges that the Concessionaire currently provides free valet parking services for the Cleveland Clinic's Annual Charitable Event at MBCC; accordingly this event shall count as one of the four (4) required events per year, so long as the event continues to be held annually at MBCC.

SECTION 3. CONCESSION FEE.

3.1 Commencing retroactively on October 1st, 2015, and thereafter at the beginning of each month during the Term, Concessionaire shall pay the City a fixed monthly minimum payment (the "Concession Fee"), which Concession Fee is based upon valet parking services at three Venues; to wit: the Fillmore, the MBCC and the Lincoln Road Ramps. The Concession Fee has been calculated based upon an assumption that the Concessionaire will sustain a loss (of 50% during the initial and second Contract Years and 42% during the third Contract Year) in the total number of vehicles serviced at the MBCC Venue ("MBCC Venue Assumption") during the construction phases of the Project, as compared to the total number of vehicles which Concessionaire serviced at the MBCC Venue during Fiscal Year 2014-2015 (the "Contract Base Year"). As such, the total amount of Concession Fees paid during each of the Contract Years shall be subject to a true up at the end of each Contract Year, as described in subsection 3.1.4, based upon any change in the MBCC Venue Assumption. In calculating the Concession Fee, the portion of the Concession Fee which relates to the other Venues (the Fillmore and the Lincoln Road Ramps) was not modified and shall remain constant during the Term of the Agreement. For purposes of this Agreement, the term "Closed" shall refer to any month during the second or third Contract Year where the MBCC Venue shall be unavailable to host any activities or events for a period of fifteen (15) or more days in any single month.

3.1.1 Initial Contract Year (Fiscal Year 2015-2016).

During the initial Contract Year, the Concession Fee shall be \$11,221.88 plus sales tax (with the MBCC Venue portion of the Concession Fee being \$6,733.13).

3.1.2 Second Contract Year (Fiscal Year 2016-2017).

For all months where the MBCC Venue is not Closed during the second Contract Year, the Concession Fee shall be \$11,221.88 plus sales tax. For any month during the second Contract Year in which the MBCC Venue is Closed, the Concessionaire shall receive a full abatement of the MBCC Venue portion of the Concession Fee (which MBCC Venue portion of the Concession Fee has been estimated at \$6,733.13).

3.1.3 Third Contract Year (Fiscal Year 2017-2018).

For all months where the MBCC Venue is not Closed in the third Contract Year, the Concession Fee shall be \$12,299.18 plus sales tax. For any month during the third Contract Year in which the MBCC Venue is Closed, the Concessionaire shall receive a full abatement of the MBCC Venue portion of the Concession Fee (which MBCC Venue portion of the Concession Fee has

been calculated at \$7,810.43).

3.1.4 True-up in event of a Change.

At the end of each Contract Year, Concessionaire and the City Manager shall determine the Vehicle Volume Change (as defined below) at the MBCC Venue for the previous Contract Year; determine the actual amount of Concession Fees due for the previous Contract Year; and true up the total amount of Concession Fees received for the previous Contract Year with the actual amount of Concession Fees due for the previous Contract Year (the "True-Up Calculation"). Any True-Up Credit or True-Up Payment (each as defined below) shall be paid to the City or Concessionaire, as applicable, within thirty (30) days of the City's transmittal of written notice regarding the True-Up Calculation to the Concessionaire.

As referred to herein, Vehicle Volume Change shall mean the change between the actual number of vehicles serviced at the MBCC Venue during the previous Contract Year as compared to the total number of vehicles serviced during the Contract Base Year, based upon the percentage of change which Concessionaire experienced during the previous Contract Year, as compared to the Base Contract Year ("Vehicle Volume Change"). For illustration purposes, Exhibit "A" provides an example of Vehicle Volume Change for the MBCC Venue, assuming there was a reduction in the total number of vehicles serviced by Concessionaire during the previous Contract Year, as compared to the Base Contract Year ("Negative Vehicle Volume Change"), as well as an example assuming that there was an increase in the total number of vehicles serviced by Concessionaire during the previous Contract Year, as compared to the Base Contract Year ("Positive Vehicle Volume Change"). If there is a Negative Vehicle Volume Change, Concessionaire shall be entitled to a true-up credit for the total amount of the overpayment in Concession Fees paid during the previous Contract Year (the "True-up Credit"). Similarly, if there is a Positive Vehicle Volume Change, Concessionaire shall owe the City a true-up payment for the total amount of the underpayment in Concession Fees paid during the previous Contract Year (the "True-up Payment").

The Concession Fee shall be submitted to the attention of the City Manager's designee, and must be received no later than the fifteen (15th) day of each month.

3.2 Interest for Late Payment.

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

3.3 Sales and Use Tax.

It is also understood that the required Florida State Sales and Use Tax shall be added to Concessionaire's payments and forwarded to the City as part of said payments. It is the City's intent that it is to receive the monthly minimum payment due from Concessionaire as net of such Florida State Sales and Use Tax.

3.4 City Business Tax Receipts.

Concessionaire shall obtain, at its sole expense and responsibility, any business tax receipts required by the City for the proposed use(s) contemplated herein. To the extent required by the applicable sections of the City Code (as same may be amended from time to time), business tax receipts shall be obtained for each Venue serviced by Concessionaire pursuant to this Agreement.

SECTION 4. MAINTENANCE AND EXAMINATION OF RECORDS.

Concessionaire shall maintain current, accurate, and complete financial records, on an accrual basis, related to its operations pursuant to this Agreement. Systems and procedures used to maintain these records shall include a system of internal controls. All accounting records shall be maintained in accordance with generally accepted accounting principles, during customary business hours, and shall be open to inspection, copying, and audit by the City Manager or his/her designee, upon reasonable verbal or written notice. Concessionaire shall maintain all such records at its principal office, currently located at 12550 Biscayne Boulevard, Suite 207, Miami, Florida, 33181; or, if moved to another location, all such records shall be relocated, at Concessionaire's sole expense, to a location in Miami Beach, within five (5) days from notice of request for inspection by the City. Financial records and accounts shall include, at a minimum, a breakdown of gross receipts, expenses, and profit and loss statements. Concessionaire shall maintain accurate receipt-printing cash registers (or a like alternative) for each Venue, which will record and show the payment for every sale made or service provided at said Venue. Other financial records shall be maintained, as would be required by an independent CPA in order to audit a statement of annual gross receipts and profit and loss statement pursuant to generally accepted accounting principles. Concessionaire's records shall be maintained for a period of three (3) years following expiration (or other termination) of this Agreement (regardless of whether such termination results from the expiration of the Term or for any other reason).

A monthly report of activities shall be submitted to the City Manager's designee by the 15th of each month, for the activities of the preceding month. At a minimum, this report shall contain a chronological listing of events serviced, including the event name, date, time, exact location(s), number of transactions (vehicles), gross receipts per location, and gross receipts totals.

Concessionaire shall submit to the City Manager's designee, within sixty (60) days of the end of each Contract Year, an annual statement of gross receipts, in a form consistent with generally accepted accounting principles. Such statement shall be accompanied by a report from an independent CPA firm certifying the report.

For purposes of this Agreement, the term "gross receipts" is understood to mean all income collected or accrued, derived by the Concessionaire under the privileges granted by this Agreement, excluding amounts of any Federal, State, or City sales tax (or other tax) collected by the Concessionaire and required by law to be remitted to the taxing authority.

SECTION 5. INSPECTION AND AUDIT.

During the Term, the City Manager or his designee shall be entitled to audit any and all of Concessionaire's records (financial or otherwise) pertaining to its operations pursuant to this Agreement, as often as he/she deems necessary; and three (3) times within the three (3) year period following expiration (or other termination) of this Agreement. The City shall be responsible for paying all costs associated with such audit(s), unless the audit(s) reveals a deficiency of five (5%) percent or more in Concessionaire's statement of gross receipts for any year or years audited, in which case Concessionaire shall pay to the City, within thirty (30) days of demand from the City deeming, the cost of the audit and a sum equal to the amount of the deficiency revealed by the

audit, plus interest. The aforesaid audits are in addition to periodic City audits of Resort Tax collections and payments (which are performed separately). Nothing contained within this Section shall preclude the City's audit rights for Resort Tax collection purposes.

It is Concessionaire's intent to stay informed of comments and suggestions by the City regarding Concessionaire's performance under the Agreement. Within thirty (30) days after the end of each Contract Year, Concessionaire and the City Manager's designee may meet to review Concessionaire's performance under the Agreement for the previous Contract Year. At the meeting, Concessionaire and the City may discuss quality, operational, maintenance and any other issues regarding Concessionaire's performance under the Agreement.

SECTION 6. TAXES, ASSESSMENTS, AND UTILITIES.

Concessionaire agrees and shall pay, before delinquency, all taxes and assessments of any kind (including, without limitation, ad valorem taxes [if assessed] and/or Resort Taxes) levied or assessed upon Concessionaire, and/or upon any City property, or portion thereof, used by Concessionaire for the purpose of providing the valet parking services required under this Agreement, or by reason of any other business, operations, and/or activities of Concessionaire upon or in connection with the servicing of the Venues.

Concessionaire shall have the right, at its own expense, to contest the amount or validity, in whole or in part, of any tax and/or assessment by appropriate proceedings, which Concessionaire shall conduct diligently and continuously, in good faith. Concessionaire may refrain from paying a tax to the extent it is contesting the imposition of same in a manner that is in accordance with law; provided, however, if, as a result of such contest, additional delinquency charges become due, Concessionaire shall be responsible for such delinquency charges, in addition to payment of the contested tax (if so ordered).

Concessionaire shall be solely responsible for, and shall promptly pay when due, all charges for any utilities (including, without limitation, (and as applicable), charges for gas, electricity, water, sewer, cable, telephone, trash collection, and any other utility service, as well as any hook-up fees and impact fees related thereto) used by Concessionaire in connection with the provision valet parking services and operations at the Venues. In addition to other rights and remedies hereinafter reserved to the City, upon the failure of Concessionaire to pay for any utility services when due, the City may elect to pay same, in which case Concessionaire shall promptly reimburse the City upon demand.

In no event shall the City be liable, whether to Concessionaire or to third parties, for an interruption or failure in the supply of any utilities services to any City property (including, without limitation, any City property located at, on, or within a Venue, and/or any City garages and/or lots to which Concessionaire is granted the use of in order to conduct its operations pursuant to this Agreement).

SECTION 7. EMPLOYEES AND INDEPENDENT CONTRACTORS.

7.1 Concessionaire shall select, train, employ (or otherwise hire or retain) such number of employees and/or independent contractors as is necessary and appropriate for Concessionaire to satisfy its responsibilities under this Agreement, and as necessary to maintain the same levels of service as exist in similar first class valet parking concession facilities and operations. Concessionaire's employees and/or independent contractors shall be employees and/or independent contractors of Concessionaire and not of the City, and Concessionaire shall be solely responsible for their supervision, daily direction and control. Concessionaire shall be solely responsible for, and have the sole authority to hire, terminate and discipline any and all employees and/or contractors employed or retained by Concessionaire.

- 7.2 Concessionaire and its employees and/or independent contractors shall wear identification badges and uniforms approved by the City. All employees and/or independent contractors shall observe all the graces of personal grooming. Concessionaire shall hire/retain people to work in its operation who are neat, clean, well groomed, and comport themselves in a professional and courteous manner. Concessionaire and any persons hired and/or retained by Concessionaire shall never have been convicted of a felony.
- 7.3 Concessionaire shall have an experienced manager or managers overseeing the concession operations at all times.
- 7.4 The Concessionaire and its employees and/or contractors are considered "ambassadors" of the City and, shall (at a minimum) comport themselves as follows in the discharge of their duties: greet patrons upon arrival and departure; make every attempt to quickly and courteously expedite the transfer of the patron's vehicle; and attempt to accommodate any reasonable request of patrons in connection with the provision of the valet parking services. Employees shall not smoke, drink and/or eat while actively serving patrons; shall speak English; and shall not solicit tips, or solicit the use of curbside parking for a fee higher than the approved City valet parking rate.
- 7.5 The Concessionaire shall be responsive to all persons (whether patrons or otherwise) who believe that they or their vehicle were injured or damaged (or personal items taken) by the Concessionaire ("Claimant"). In the event a Claimant advises the Concessionaire (or any staff of the Concessionaire) of any such damage, injury or loss (a "Claim"), the Concessionaire shall, within twenty four (24) hours of such notice, fill out a Claim form and submit same to the City Manager's designee. The Concessionaire shall immediately investigate each Claim; shall respond to the Claimant by telephone or in writing within forty eight (48) hours of the Claim; and shall provide the City Manager's Designee with a written summary as to the resolution or other disposition of the Claim. Notwithstanding anything in this subsection 7.5, the Concessionaire shall not be required to pay or satisfy any Claim that Concessionaire, after good faith reasonable investigation, determines not to be its responsibility.

SECTION 8. IMPROVEMENTS, MAINTENANCE, REPAIR and OPERATION.

Concessionaire accepts the use of any and all City property to which it is granted the use of to carry out the stated purpose(s) of this Agreement (including, without limitation, any City property located at, on, or within the Venues and/or any City garages and/or lots used by Concessionaire), in its "AS IS" "WHERE IS" condition.

Concessionaire assumes sole responsibility and expense for the day to day maintenance of any such City property while being used by Concessionaire (including any furnishings, fixtures, equipment and any other improvements thereon). This shall include, without limitation, removal of litter, garbage and debris. Concessionaire shall also be responsible for all garbage disposal generated by its operations.

8.1 Equipment.

- 8.1.1. The Concessionaire shall provide and maintain, at its sole cost and expense, valet parking stand(s), kiosk(s), booth(s), and any other related furnishings, fixtures and equipment (collectively the Equipment), as necessary, to provide and maintain the valet parking services contemplated herein, consistent with the same levels of service that exist in similar valet parking facilities and operations in first class facilities. All Equipment shall be new and in excellent condition. The height and the color of the Equipment (including stands, kiosks, and booths) shall be the same at

each valet parking location for all Venues. Uniforms and badges shall also be standardized for all Venues. All Equipment must be approved, in writing, by the City Manager's designee prior to being put into use. Storage of all Equipment shall be the sole responsibility of Concessionaire.

8.2 Garbage Receptacles.

With respect to litter, garbage and debris removal, Concessionaire shall provide, at its sole expense, a sufficient number of trash receptacles for its operations and for the use of patrons. Determination of the "number" of receptacles shall at all times be within the sole and reasonable judgment and discretion of the City Manager's designee. Dumping of receptacles, and removal of trash, rubbish and garbage in connection with Concessionaire's operations, shall be the sole responsibility of the Concessionaire, but shall be coordinated with the respective managers at MBCC, the Fillmore, and/or any other Venues. Any costs for removal of the contents of said trash receptacles by the City, because of the Concessionaire's failure to do so, will be charged to Concessionaire, and payment shall immediately be due upon demand by City.

8.3 Maintenance/Repair.

Concessionaire shall maintain, at its sole expense and responsibility, all Equipment required to operate the concessions. In the event any Equipment is lost, stolen, or damaged, it shall be replaced or repaired promptly, at Concessionaire's sole expense. If Concessionaire fails to make any repairs, restoration and/or replacement, the City may elect to do so, and all sums spent and expenses incurred by the City shall be paid by Concessionaire within ten (10) days after receipt of a bill or statement thereof. Notwithstanding that the City may elect to make such repairs, restoration, and/or replacement, the City shall have no obligation and/or affirmative duty to do so.

8.4 No Dangerous Materials.

Concessionaire agrees not to use or permit the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida. Any such substances or materials found on Concessionaire's operations, whether at a Venue or on any City property being utilized by Concessionaire, shall be immediately removed.

In consideration of a separate and specific consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify and hold the City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Concessionaire of any "hazardous substance" or "petroleum products" on, under, in or upon any property (whether City-owned or otherwise being utilized by Concessionaire for its operations hereunder, as those terms are defined by applicable Federal and State statutes, or any environmental rules and environmental regulations promulgated thereunder. The provisions of this subsection 10.4 shall survive the termination or earlier expiration of this Agreement.

8.5 Security.

The Concessionaire shall be solely responsible for providing any security measures, if and as it deems necessary, in its reasonable business judgment, to protect the concession areas

from loss or theft including, without limitation, any of the Equipment thereon.

8.6 Inspection.

Concessionaire agrees that its operations at any or all of the Venues may be inspected at any time by the City Manager or his designee, or by any other municipal, County or State officer, or other agency having responsibility and/or jurisdiction for inspection of such operations. Concessionaire hereby waives all claims against the City for compensation for loss or damage sustained by reason of any interference with the concession operations, whether by the City or by any public agency or official, in enforcing their respective duties, or enforcing compliance with any applicable laws, or ordinances, or regulations.

SECTION 9. INSURANCE.

Concessionaire shall maintain, at all times throughout the Term, at its sole expense and responsibility, the following types of insurance coverage:

- a. Commercial General Liability or Garage Liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence and per location covering bodily injury and property damage resulting from valet parking operations (including Concessionaire's activities connected with the handling of vehicles on public property).
- b. Garage Keepers Legal Liability insurance to provide Collision and Comprehensive coverage for vehicles under control of the valet parking operation, with minimum limits of \$300,000 per location, with a maximum Self-Insured Retention (SIR) or deductible of \$1,000.
- c. Worker's Compensation and Employers' Liability as required to meet the statutory requirements of the State of Florida.

The policies of insurance referred to above shall not be subject to cancellation or changing coverage except upon at least thirty (30) days prior written notice to the City, and then only subject to the prior written approval of the City Manager or his designee. Prior to the Commencement Date of this Agreement, Concessionaire shall provide the City with a Certificate of Insurance for each such policy. **ALL LIABILITY POLICIES SHALL NAME THE CITY OF MIAMI BEACH FLORIDA, GLOBAL SPECTRUM LLP, AND LIVE NATION WORLDWIDE, INC. AS AN ADDITIONAL NAMED INSURED.** All such policies shall be obtained from companies authorized to do business in the State of Florida with an A.M. Best's Insurance Guide (latest edition) rating acceptable to the City's Risk Manager, and any replacement or substitute company shall also be subject to the approval of the City's Risk Manager.

Should Concessionaire fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, obtain such insurance, and any sums expended by the City in obtaining said insurance, shall be repaid by Concessionaire to the City, plus ten (10%) percent of the amount of premiums paid to compensate the City for its administrative costs. If Concessionaire fails to repay the City's expenditures following written demand from the City (and within the time specified in the City's demand notice), such failure shall be deemed an event of default hereunder and the total sum owed shall accrue interest at the rate of eighteen (18%) percent or the highest rate allowable by law, whichever is less, until paid.

SECTION 10. INDEMNITY.

- 10.1 Indemnification of the City. In consideration of a separate and specific consideration of Ten (\$10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify, hold harmless and defend the City, its officers, employees, contractors, agents or servants from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action of whatsoever kind or nature, arising out of, or in any way related to, or resulting from: (i) Concessionaire's breach of the terms of this Agreement or its representations and warranties herein; (ii) the operations and/or the performance of the services contemplated under this Agreement (including, without limitation, its use of any City property at, on, or within the Venues and/or any City garage and/or parking lot used herein); or (iii) error, omission, or negligent act of Concessionaire, its officers, employees, contractors, agents or servants in connection with the operations and/or performance of the services contemplated under this Agreement (including, without limitation, its use of any City property at, on, or within the Venues and/or any City garage and/or parking lot used herein), and shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the City of Miami Beach when applicable, and shall pay all cost (including attorney's fees at the trial and appellate levels) and judgments which may issue thereon. This indemnification, however, shall not apply to any such liability that arises as a result of the willful misconduct or gross negligence of the City, its officers, employees, contractors, agents or servants.
- 10.2 Indemnification of Global Spectrum LLP. In consideration of a separate and specific consideration of Ten (\$10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify, hold harmless and defend Global Spectrum LLP ("Global Spectrum"), its officers, employees, contractors, agents or servants from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action of whatsoever kind or nature, arising out of, or in any way related to, or resulting from: (i) the operations and/or the performance of the services contemplated under this Agreement (including, without limitation, its use of any City property at, on, or within the Venues and/or any City garage and/or parking lot used herein); or (ii) error, omission, or negligent act of Concessionaire, its officers, employees, contractors, agents or servants in connection with the operations and/or performance of the services contemplated under this Agreement (including, without limitation, its use of any City property at, on, or within the Venues and/or any City garage and/or parking lot used herein), and shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of Global Spectrum when applicable, and shall pay all cost (including attorney's fees at the trial and appellate levels) and judgments which may issue thereon. This indemnification, however, shall not apply to any such liability that arises as a result of the willful misconduct or gross negligence of Global Spectrum, its officers, employees, contractors, agents or servants.
- 10.3 Indemnification of Live Nation Worldwide, Inc. In consideration of a separate and specific consideration of Ten (\$10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify, hold harmless and defend Live Nation Worldwide, Inc. ("Live Nation"), its officers, employees, contractors, agents or servants from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action of whatsoever kind or nature, arising out of, or in any way related to, or resulting from: (i) the operations and/or the performance of the services contemplated under this Agreement (including, without limitation, its use of any City property at, on, or within the Venues and/or any City garage and/or parking lot used herein); or (ii) error, omission, or negligent act of Concessionaire, its officers, employees, contractors, agents or servants in connection with the operations and/or

performance of the services contemplated under this Agreement (including, without limitation, its use of any City property at, on, or within the Venues and/or any City garage and/or parking lot used herein), and shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of Global Spectrum when applicable, and shall pay all cost (including attorney's fees at the trial and appellate levels) and judgments which may issue thereon. This indemnification, however, shall not apply to any such liability that arises as a result of the willful misconduct or gross negligence of Live Nation, its officers, employees, contractors, agents or servants.

10.4 Subsections 10.1, 10.2, and 10.3 shall survive the termination or expiration of this Agreement. Additionally, the indemnification set forth in subsections 10.1, 10.2, and 10.3, shall not be limited in any way by the type or amount of insurance carried by the Concessionaire.

10.5 Subrogation.

The terms of insurance policies referred to in Section 9 shall preclude subrogation claims against Concessionaire, the City and their respective officers, employees, contractors, agents or servants.

10.6 Force Majeure.

Whenever a period of time is herein prescribed for the taking of any action by the City or Concessionaire (as applicable), the City or Concessionaire (as applicable), shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, or governmental laws, regulations, or restrictions in the nature of a prohibition or moratorium, or any bona fide delay beyond the reasonable control of City or Concessionaire (as applicable). The foregoing shall not apply to any payments of money due under this Agreement.

Notwithstanding the preceding paragraph, in the event that damage to or destruction of (i) a Venue or Venues; or (ii) to Concessionaire's Equipment; or (iii) to the Penn Ave Garage or Municipal Parking Lot No. 29 (subsection 10.6 (i) and (iii) shall hereinafter collectively be referred to as a "Facility" or the "Facilities"), due to a Force Majeure event (as defined herein) resulting in the closure of said Facility or Facilities, or in material damage to the majority of Concessionaire's Equipment, to the extent that (in the City Manager's sole and reasonable discretion and determination) Concessionaire's provision/performance of the services is either rendered impossible, unnecessary, or economically impracticable, then Concessionaire and the City shall mutually agree upon a proportionate (prorated) adjustment of the monthly minimum payment during the pendency of the event of Force Majeure but, in any event, not to exceed 180 days from the occurrence thereof, whichever is less. If the event of Force Majeure continues for a period in excess of 180 days, then either party may terminate this Agreement upon sixty (60) days written notice to the other. In the event of a termination pursuant to this subsection, the City shall not be liable to Concessionaire; nor have any further obligation (financial or otherwise) to Concessionaire under this Agreement; nor shall the City be liable to concessionaire for any indirect, incidental, or special costs, lost profits, or consequential damages. If an event of Force Majeure causes the City to close or limit the Concessionaire's use of the Penn Ave Garage or Municipal Parking Lot No. 29, the City Manager shall use commercially reasonable efforts to provide the Concessionaire with the use of parking spaces in another municipal parking facility or lot in a location reasonably close to the parking facility affected by the Force Majeure.

10.7 Waiver of Loss from Hazards.

Concessionaire hereby expressly waives all claims against the City for loss or damage sustained by the Concessionaire resulting from an event of Force Majeure (as defined herein), and the Concessionaire hereby expressly waives all rights, claims, and demands against the City and forever releases and discharges the City from all demands, claims, actions and causes of action arising from any of the aforesaid causes.

SECTION 11. DEFAULT AND TERMINATION.

Subsections 11.1 through 11.3 shall constitute events of default under this Agreement. An event of default by Concessionaire shall entitle the City to exercise any and all remedies described as the City's remedies under this Agreement, including but not limited to those set forth in Subsection 11.4 and Section 12 hereof. An event of default by the City shall entitle Concessionaire to exercise any and all remedies described as Concessionaire's remedies under this Agreement, including but not limited to those set forth in Subsection 11.5.

11.1 Bankruptcy.

If either the City or Concessionaire shall be adjudged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of either party shall be appointed, or if any receiver of all or any part of the business property shall be appointed and shall not be discharged within sixty (60) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or insolvency, or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, Federal, State, or otherwise, or if such petitions shall be filed against either party and shall not be dismissed within sixty (60) days after such filing, then the other party may immediately, or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract.

11.2 Default in Payment.

In the event Concessionaire fails to submit any payment and accumulated penalties within fifteen (15) days after the payment due date, and such failure continues three (3) days after written notice thereof, then the City may, without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract, and may begin procedures to collect the Performance Bond required in Section 12 herein.

11.3 Non-Monetary Default.

In the event that Concessionaire or the City fails to perform or observe any of the covenants, terms or provisions under this Agreement, and such failure continues fifteen (15) days after written notice thereof from the other party hereto, such non-defaulting party may immediately or at any time thereafter, and without further demand or notice, terminate this Agreement. In the event that a default is not reasonably susceptible to being cured within such period, the defaulting party shall not be considered in default if it shall, within such period, commence with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default, but in no event shall such extended cure period exceed sixty (60) days from the date of written notice thereof. In the event Concessionaire cures any default pursuant to this subsection, it shall promptly provide the City with written notice of same.

11.4 City's Remedies for Concessionaire's Default.

If any of the events of default, as set forth in this Section, shall occur, the City may, after notice (if required) and the expiration of cure periods, as provided above, at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such default(s) and to compensate the City for damages resulting from such default(s), including but not limited to the right to give to Concessionaire a notice of termination of this Agreement. If such notice is given, the Term of this Agreement shall terminate upon the date specified in such notice from the City to Concessionaire. On the date so specified, Concessionaire shall then quit and surrender any and all City property pursuant to the provisions of subsection 11.8. Upon the termination of this Agreement by the City, all rights and interest of Concessionaire in and to this Agreement (and including, Concessionaire's right to remain on any City property used by Concessionaire to provide the services under the Agreement) shall cease and terminate and the City may, in addition to any other rights and remedies it may have, retain all sums paid to it by Concessionaire under this Agreement, including but not limited to, beginning procedures to collect the Performance Bond in Section 12 herein.

In addition to the rights set forth above, the City shall have the rights to pursue any and all of the following:

- a. the right to injunction or other similar relief available to it under Florida law against Concessionaire; and/or
- b. the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Concessionaire's default.

11.5 Concessionaire's Remedies for City's Default.

If an event of default, as set forth in this Section, by the City shall occur, Concessionaire may, after the expiration of the cure period, terminate this Agreement upon written notice to the City. Said termination shall become effective upon receipt of the written notice of termination by the City. On the date specified in the notice, Concessionaire shall quit and surrender any and all City property pursuant to the provisions of subsection 11.8.

11.6 Termination for Convenience.

11.6.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION 11 OR OF THE AGREEMENT, THIS AGREEMENT MAY BE TERMINATED, IN WHOLE OR IN PART, BY THE CITY, FOR CONVENIENCE AND WITHOUT CAUSE, UPON THE FURNISHING OF THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO CONCESSIONAIRE.

11.6.2 In the event of termination by the City pursuant to this subsection 11.6, Concessionaire herein acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind or nature, against the City, its agents, servants and employees (including, but not limited to, claims for any start-up costs, interference in business or damages for interruption of services, or interference in its concession operations). In no event shall the City be liable to Concessionaire for any indirect, incidental, special, lost profits or consequential damages.

11.7 Habitual Default.

In the event that Concessionaire has defaulted in the performance of, or breached any of the terms, covenants and conditions required herein to be kept and performed by Concessionaire, a total of four (4) times during any Contract Year throughout the Term, at the City's sole option and discretion, and regardless of whether Concessionaire has cured each individual condition of breach or default, the Concessionaire may be determined by the City to be a "habitual violator". At the time such determination is made, the City shall issue to Concessionaire a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Concessionaire that there shall be no further notice or grace periods to correct a fifth (5th) breach or default, and that such breach or default, of whatever nature, taken with the previous four (4) breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for termination of this Agreement. In the event of any such fifth (5th) breach or default within a Contract Year, this Agreement shall terminate, upon written notice of termination to the Concessionaire, such termination to be effective upon the tenth (10th) day following the date of receipt thereof; all payments due hereunder shall be payable to said date; and Concessionaire shall have no further rights hereunder. In such case, the City may also avail itself of the remedies set forth in subsection 11.4 hereof.

11.8 Surrender of City Property/Venues.

Upon (or earlier termination) of this Agreement, Concessionaire shall surrender any and all City property(ies) utilized by Concessionaire in the performance of the valet parking operations hereunder, in the same condition as such property(ies) was/were prior to the Commencement Date, reasonable wear and tear excepted. Concessionaire shall remove all its Equipment, and any other personal property, upon forty-eight (48) hours written notice from the City Manager or his designee unless a longer time period is agreed to by the City. Concessionaire's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. Continued occupancy of any City property after termination of the Agreement shall constitute trespass by the Concessionaire, and may be prosecuted as such. In addition, the Concessionaire shall pay to the City One Thousand (\$1,000.00) Dollars per day as liquidated damages for such trespass and holding over.

SECTION 12. PERFORMANCE STANDARD; PERFORMANCE BOND OR ALTERNATE SECURITY.

12.1 Performance Standard. Concessionaire acknowledges that timely acceptance and return of patron vehicles directly impacts patron's experience of Venue's serviced in this Agreement. As such Concessionaire agrees to ensure that not less than eighty percent (80%) of all vehicles parked for any Venue event shall be returned to patrons within twenty (20) minutes of patron's request for a vehicle (the "Performance Standard"). In the event Concessionaire fails to meet this standard for any Venue event, Concessionaire shall pay to the City a penalty in the amount of Forty and No/100 Dollars (\$40.00) for every vehicle delivered below the Performance Standard (the "Penalty"). The Penalty shall be calculated in accordance with the following standard:

$$\begin{aligned} \text{Penalty} &= [(\text{Total Cars Parked} * 80\%) - \text{Total Cars Returned in 20 Min.}] * \$40 \\ &= [(100 \text{ vehicles} * 80\%) - 75 \text{ vehicles}] * \$40 \\ &= [80 \text{ vehicles} - 75 \text{ vehicles}] * \$40 \\ &= 5 \text{ vehicles} * \$40 \\ &= \$200 \end{aligned}$$

Concessionaire shall be entitled to a credit equal to fifty percent (50%) of any Penalty paid for a Venue event upon presentment of the following documents to the City: (i) an Venue event log listing the name, address, phone number, and vehicle information for each patron to whom a refund of the Concession Fee was provided; and (ii) evidence of voided valet tickets for each refund of the Concession Fee provided to a patron.

12.2 Performance Bond or Alternate Security.

Concessionaire shall, on or before the Commencement Date of this Agreement, furnish to the City Manager a Performance Bond in the penal sum as stated below for the payment of which Concessionaire shall bind itself for the faithful performance of the terms and conditions of this Agreement. A Performance Bond, in the amount of Thirteen Thousand Five Hundred (\$13,500.00) Dollars, shall be required and be in faithful observance of this Agreement. A cash deposit, irrevocable letter of credit, or certificate of deposit may also suffice, as determined by the City Manager, in his sole and reasonable discretion. The form of the Performance Bond or letter of credit shall be as required by the City Manager. In the event that a Certificate of Deposit is approved, it shall be a Thirteen Thousand Five Hundred (\$13,500.00) Dollars one-year Certificate of Deposit in favor of the City, which shall be automatically renewed, the original of which shall be held by the City's Chief Financial Officer. Concessionaire shall be so required to maintain said Performance Bond or alternate security (as accepted by the City Manager), in full force and effect throughout the Term of this Agreement. Concessionaire shall have an affirmative duty to notify the City Manager, in writing, in the event said Performance Bond or alternate security lapses or otherwise expires. All interest that accrues in connection with any financial instrument or sum of money referenced above shall be the property of Concessionaire, except in an event of default, in which case the City shall be entitled to all interest that accrues after the date of default.

SECTION 13. ASSIGNMENT.

The Concessionaire may not sublet or assign this Agreement, or any part thereof, under any circumstances, without the prior written consent of the City which consent, if given at all, shall be in the City's sole judgment and discretion.

SECTION 14. NO IMPROPER USE.

Concessionaire will not use, nor suffer or permit any person to use, in any manner whatsoever, any City property(ies) or portion thereof granted to Concessionaire for the uses set forth in this Agreement, for any improper, immoral or offensive purpose, or for any purpose in violation of any Federal, State, County, or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. Concessionaire will protect, indemnify, and forever save and keep harmless the City, its officers, employees, contractors, agents or servants, from and against damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation, or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of Concessionaire, or any of its officers, employees, contractors, agents or servants. In the event of any violation by Concessionaire, or if the City shall deem any conduct on the part of Concessionaire to be objectionable or improper, the City Manager shall have the right to suspend the concession operations should the Concessionaire fail to correct any such violation, conduct, or practice to the satisfaction of the City Manager, within twenty-four (24) hours after receiving written or verbal notice of the nature and extent of such violation, conduct, or practice; such suspension to continue until the violation is cured. Concessionaire further agrees not to commence operations during the suspension until the violation has been corrected to the satisfaction of the City Manager.

SECTION 15. PRICE SCHEDULES.

Concessionaire agrees that prices and fees charged for valet parking services (the "Valet Fee") shall not exceed those established by the Mayor and City Commission. The parties acknowledge that the Concession Fee, as set forth in Section 3 hereto, is based upon the Valet Fee in effect as of the Commencement Date, which is \$20.00 per vehicle, for all Venues.

Notwithstanding the preceding, the City Commission reserves the right, at its sole discretion and judgment, at any time during the Term hereof, to review the Valet Fee, and to amend said Fee, as (and if) deemed in the best interest of the City.

The Concessionaire may also request that the City increase the Valet Fee (the "Fee Increase") which Fee Increase shall be considered and granted (if at all) by the City Commission, in its sole and absolute discretion. Prior to the Concessionaire's request for a Fee Increase, the Concessionaire and the City Manager, or his/her authorized designee, shall meet and shall use their best efforts to mutually agree on a recommendation (for the Commission) for a Fee Increase and corresponding increase adjustment in the Concession Fee.

SECTION 16. NOTICES.

All notices from the City to Concessionaire shall be deemed duly served upon receipt, if mailed by registered or certified mail with a return receipt to Concessionaire at the following addresses:

First Class Parking, LLC
12550 Biscayne Boulevard, Suite 207
Miami, Florida 33181
Attention: Jorge Zuluaga, Director

All notices from Concessionaire to the City shall be deemed duly served upon receipt, if mailed by registered or certified mail return receipt requested to the City of Miami Beach at the following addresses:

Office of the City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL. 33139
Attention: City Manager

and

City of Miami Beach Parking Department
City of Miami Beach
1755 Meridian Ave., Suite 200
Miami Beach, FL. 33139
Attention: Parking Director

Concessionaire and the City may change the above mailing addresses at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

SECTION 17. LAWS.

17.1 Compliance.

Concessionaire shall comply with all applicable City, County, State, and Federal ordinances, statutes, rules and regulations (including but not limited to all applicable environmental City, County, State, and Federal ordinances, statutes, rules and regulations, as same may be amended from time to time.

17.2 Equal Employment Opportunity.

Neither Concessionaire nor any affiliate of Concessionaire performing services hereunder, or pursuant hereto, will discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity, color, creed, national origin, familial status, religion or handicap. Concessionaire will take affirmative steps to utilize minorities and females in the work force and in correlative business enterprises.

17.3 No Discrimination.

Concessionaire agrees that there shall be no discrimination as to race, sex, intersexuality, sexual orientation, gender identity, color, creed, national origin, marital and familial status, religion or disability or age, in its employment practice or in the operations referred to by this Agreement. All facilities and services offered shall be made available to the public.

SECTION 18. MISCELLANEOUS.

18.1 No Partnership.

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the City and Concessionaire.

18.2 Modifications.

This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto. Concessionaire acknowledges that no modification to this Agreement may be agreed to by the City unless approved by the Mayor and City Commission except where such authority has been expressly provided herein to the City Manager.

18.3 Complete Agreement.

This Agreement, together with all exhibits incorporated hereto, constitutes all the understandings and agreements of whatsoever nature or kind existing between the parties with respect to Concessionaire's operations, as contemplated herein.

18.4 Headings.

The section, subsection and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

18.5 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

18.6 Clauses.

The illegality or invalidity of any term or any clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.

18.7 Severability.

If any provision of this Agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, or shall become a violation of any local, State, or Federal laws, then the same as so applied shall no longer be a part of this Agreement but the remainder of the Agreement, such provisions and the application thereof to other persons or circumstances, shall not be affected thereby and this Agreement shall be so modified.

18.8 Right of Entry.

The City, at the direction of the City Manager, shall at all times during hours of operation, have the right to enter into and upon any and all parts of the Concession Area for the purpose of examining the same for any reason relating to the obligations of parties to this Agreement.

18.9 Not a Lease.

It is expressly understood and agreed that no part, parcel, building, structure, equipment or space is leased to Concessionaire; that this Agreement is a concession agreement and not a lease, and that Concessionaire's right to operate, manage, and maintain the concession shall continue only so long as Concessionaire complies with the undertakings, provisions, agreements, stipulations and conditions of this Agreement.

Accordingly, Concessionaire hereby agrees and acknowledges that in the event of termination of this Agreement, whether due to a default by Concessionaire or otherwise, Concessionaire shall surrender and yield unto the City any City property then being used by Concessionaire for the provision of services herein, in accordance with subsection 11.8 hereof, and the City shall in no way be required to evict and/or otherwise remove Concessionaire from any such area as if this were a tenancy under Chapter 83, Florida Statutes, nor shall Concessionaire be afforded any other rights afforded to nonresidential tenants pursuant to said Chapter (the parties having herein expressly acknowledged that this Agreement is intended to be a concession agreement and is in no way intended to be a lease).

18.10 Signage.

Concessionaire shall provide, at its sole expense and responsibility, any required signs at its concession locations. All advertising, signage and postings shall be approved by the City, and shall be in accordance with all applicable Municipal, County, State and Federal laws and regulations. Any signage posted by Concessionaire shall be subject to the prior approval of the City Manager or his designee as to size, shape and placement of same.

18.11 Conflict of Interest.

Concessionaire shall perform its services under this Agreement and conduct the concession operation(s) contemplated herein, in a manner so as to show no preference for other concession operations/facilities owned, operated, managed, or otherwise controlled by Concessionaire.

18.12 No Waiver.

18.12.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.

18.12.2 A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

18.12.3 The receipt of any sum paid by Concessionaire to the City after breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation (and not as rent), unless such breach be expressly waived in writing by the City.

18.13 No Third Party Beneficiary.

Nothing in this Agreement shall confer upon any person or entity, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies by reason of this Agreement.

SECTION 19. LIMITATION OF LIABILITY.

The City desires to enter into this Agreement only if so doing the City can place a limit on its liability for any cause of action for breach of this Agreement, so that its liability for any such breach never exceeds the sum of Ten Thousand (\$10,000.00) Dollars. Concessionaire hereby expresses its willingness to enter into this Agreement with a Ten Thousand (\$10,000.00) Dollar limitation on recovery for any action for breach of contract. Accordingly, and in consideration of the separate consideration of Ten Thousand (\$10,000.00) Dollars, the receipt of which is hereby acknowledged, the City shall not be liable to Concessionaire for damages to Concessionaire in an amount in excess of Ten Thousand (\$10,000.00) Dollars, for any action for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

SECTION 20. VENUE.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement

of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **THE CITY AND CONCESSIONAIRE HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE CITY AND CONCESSIONAIRE MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

SECTION 21. CITY LIEN.

It is expressly agreed that the City shall have a continuing lien on all personal property of the Concessionaire, for all sums which may from time to time become due and unpaid to the City under this Agreement, and upon default of payment by the Concessionaire and failure to cure after the expiration of the applicable grace period, the City shall have the right to take possession of and retain the same until the full amount due shall be paid, or to sell the same at public auction and, after deducting the expense of such sale, apply the balance of the proceeds to such payment and if there should be any deficiency, to resort to any other legal remedy available to it.

SECTION 22. NO LIENS.

Concessionaire agrees that it will not suffer or through its actions or anyone under its control or supervision, cause to be filed upon the property any lien or encumbrance of any kind. In the event any lien is filed, Concessionaire agrees to cause such lien to be discharged within ten (10) days of said filing and in accordance with the applicable law and policy.

SECTION 23. STORAGE.

Concessionaire agrees that there will be no on-site or on-premises storage of any kind, of Concessionaire's Equipment.

SECTION 24. CITY WITHDRAWAL OF CITY PROPERTY.

The City retains the right to withdraw all or any portion of the City property/Venues set forth herein from the terms and conditions of the Agreement. The City shall give the Concessionaire thirty (30) days written notice in the event of such withdrawal. In the event the City withdraws all of the City property and/or Venues, the Agreement shall automatically terminate, without liability to either party herein. In the event the City withdraws less than all of the City property and/Venues, then the remaining property/Venues shall continue within the scope of the Agreement, and the City agrees to make a proportionate adjustment in the Concession Fee amount due.

SECTION 25. PUBLIC BENEFIT.

The Concessionaire agrees to continue its past practice to donate toys, or make a monetary donation, in support of the City Parking Department's annual holiday toy drive benefiting Miami Beach residents.

SECTION 26. AUTOMATED VALET SYSTEM.

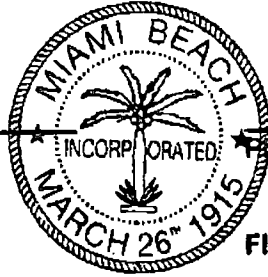
The Concessionaire shall at all times employ an automated valet system during the operation of the Concession.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed, all as of the day and year first above written, indicating their agreement.

Attest:

CITY OF MIAMI BEACH, FLORIDA

[Signature] 9/22/16
Rafael E. Granado, City Clerk



[Signature]
Philip Levine, Mayor

Attest:

FIRST CLASS PARKING, LLC

[Signature]
Signature/Secretary

[Signature]
Jorge Zuluaga, President

Sebastian Lopez.
(Print Name)

CORPORATE SEAL
(affix seal here)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature]
City Attorney [Signature]

9/16/16
Date

EXHIBIT A

FIRST CONTRACT YEAR		2015	2016	2016
Venue	%	Contract Base Year	Ajusement for Increase in Fees per Vehicle	Estimated Impact of MBCC construction
			33% increase	-50%
Miami Beach Convention Center (MBCC)	75.00%	\$ 121,500.00	\$ 161,595.00	\$ (80,797.50)
Lincoln Road ramps	2.50%	\$ 4,050.00	\$ 5,386.50	\$ 5,386.50
Fillmore Miami Beach	22.50%	\$ 36,450.00	\$ 48,478.50	\$ 48,478.50
Total Payment - Year	100.00%	\$ 162,000.00	\$ 215,460.00	\$ 134,662.50
Monthly Payment		\$ 13,500.00		\$ 11,221.88

YEARLY TRUE-UP	
(a) Actual number of vehicles serviced	
(b) Actual % of MBCC construction impact	
(c) Recalculated yearly amount based on actual	
(d) Actual amount paid for the year	
(e) Over/Under payment	

Example 1 - TRUE-UP - showing a decrease - 10,000 vehicles serviced instead of estimated 12,385

	Contract Base Year (Oct 2014 to Sept 2015)	Actual Vehicles	Diff	Actual Impact of MBCC construction
Miami Beach Convention Center	24,769	10,000 (a)	(14,769)	-59.63% (b)

Re-Calculate Year		2015	2016	Actual Impact of MBCC construction	First Contract Year
Venue	%	Contract Base Year	Ajusement for Increase in Fees per Vehicle	Actual Impact of MBCC construction First Contract Year	First Contract Year
			33% increase	-59.63% (b)	
Miami Beach Convention Center (MBCC)	75.00%	\$ 121,500.00	\$ 161,595.00	\$ (96,354.17)	\$ 65,240.83
Lincoln Road ramps	2.50%	\$ 4,050.00	\$ 5,386.50		\$ 5,386.50
Fillmore Miami Beach	22.50%	\$ 36,450.00	\$ 48,478.50		\$ 48,478.50
Total Payment - Year	100.00%	\$ 162,000.00	\$ 215,460.00		\$ 119,105.83 (c)
Actual Amount Paid					\$ 134,662.50 (d)
Difference between Amount Paid (d) and Recalculated amount (c)					\$ (15,556.67) (e)

Example 1 - Concessionaire is due a refund of \$15,556.67

Example 2 - TRUE-UP - showing an increase - 15,000 vehicles serviced instead of estimated 12,385

	Contract Base Year (Oct 2014 to Sept 2015)	Actual Vehicles	Diff	Actual Impact of MBCC construction
Miami Beach Convention Center	24,769	15,000 (a)	(9,769)	-39.44% (b)

Re-Calculate Year		2015	2016	Actual Impact of MBCC construction	First Contract Year
Venue	%	Contract Base Year	Ajusement for Increase in Fees per Vehicle	Actual Impact of MBCC construction First Contract Year	First Contract Year
			33% increase	-39.44% (b)	
Miami Beach Convention Center (MBCC)	75.00%	\$ 121,500.00	\$ 161,595.00	\$ (63,733.76)	\$ 97,861.24
Lincoln Road ramps	2.50%	\$ 4,050.00	\$ 5,386.50		\$ 5,386.50
Fillmore Miami Beach	22.50%	\$ 36,450.00	\$ 48,478.50		\$ 48,478.50
Total Payment - Year	100.00%	\$ 162,000.00	\$ 215,460.00		\$ 151,726.24 (c)
ACTUAL AMOUNT PAID					\$ 134,662.50 (d)
Difference between Amount Paid (d) and Recalculated amount (c)					\$ 17,063.74 (e)

Example 2 - City is due a payment of \$17,063.74

RESOLUTION NO. 2015-28943

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE, AND THE CITY MANAGER, AND APPROVING BY 5/7ths VOTE, A WAIVER OF THE COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE AN EXTENSION OF THE CONCESSION AGREEMENT WITH FIRST CLASS PARKING FOR VALET PARKING SERVICES, FOR A THREE (3) YEAR PERIOD OR SUBSTANTIAL COMPLETION OF THE MIAMI BEACH CONVENTION CENTER RENOVATION AND EXPANSION PROJECT, WHICHEVER OCCURS FIRST.

WHEREAS, on February 25, 2009, the Mayor and Commission approved Resolution No: 2009-27017, awarding a concession agreement to First Class Parking, Inc., to provide valet parking services to the Miami Beach Convention Center (MBCC); Fillmore at the Jackie Gleason Theater; Lincoln Road; and other City property, as required (the Agreement); and

WHEREAS, the initial term of the Agreement commenced on October 1, 2010 and expired on September 30, 2013; and

WHEREAS, a two-year renewal option was exercised and commenced on October 1, 2013; and expires on September 30, 2015; and

WHEREAS, the MBCC will undergo an unprecedented multiple year renovation and expansion project (the Project) and the MBCC will remain operational through construction; and

WHEREAS, the City Administration has determined that it would be in the best interest of the City to have a valet parking service provider that is familiar with the operations and dynamics of the MBCC through the construction phase of the Project; and

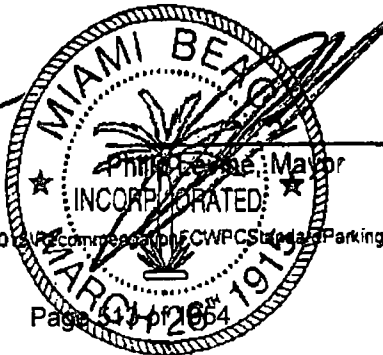
WHEREAS, on February 2, 2015, the Finance and Citywide Projects Committee recommended that the City Commission waive the competitive bidding requirement, and negotiate an extension of the Agreement for a term of three (3) years, or substantial completion of the Project, whichever occurs first.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the Finance and Citywide Projects Committee, and the City Manager, and approve, by 5/7ths vote, a waiver of the competitive bidding requirement, finding such waiver to be in the best interest of the City; authorizing the City Administration to negotiate an extension of the Concession Agreement with First Class Parking for Valet Parking Services, for a three (3) year period or substantial completion of the Miami Beach Convention Center Renovation and Expansion Project, whichever occurs first.

PASSED AND ADOPTED this 11 day of March 2015.

ATTEST:

[Signature] 3/17/15
Rafael E. Granado, City Clerk



APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

[Signature] 3/11/15
City Attorney Date

MIAMI BEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-673-7490.

ADDENDUM NO. 4 RFP 2018-166-WG

VALET PARKING CONCESSION

April 19, 2018

This Addendum to the above-referenced RFP is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The RFP is amended in the following particulars only.

I. ADD SPECIAL CONDITION No. 7. The following shall be incorporated into Appendix D, Special Conditions:

- 7. MULTIPLE AWARD.** The City may award two or more vendors (primary, secondary, tertiary, or higher) with the intent of having continuously available source(s) for the services. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City, as approved by the City Manager, to do so regardless of reason.

II. ANSWERS TO QUESTIONS RECEIVED.

Question 1: The RFP states that the current rate for services is \$20. Can this rate be increased?

Answer to Question 1: Rates can only be amended with the prior approval of the City Commission. However, in the event that the City Commission approves an increase in the rates, the revenue created by an increase in the rates shall be retained by the City and the revenue sharing proposals submitted under this RFP shall not apply to the increase. The City may consider allowing the successful contractor to retain a portion of the increase only when, in the City's sole discretion, the contractor can prove an increase in the cost of delivering the services that could not have been anticipated.

Any questions regarding this Addendum should be submitted in writing to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact: William Garviso	Telephone: 305-673-7000, ext. 6650	Email: WilliamGarviso@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your RFP submission.

Sincerely,


Alex Denis
Procurement Director

MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-673-7490.

ADDENDUM NO. 3 RFP 2018-166-WG

VALET PARKING CONCESSION

April 13, 2018

This Addendum to the above-referenced RFP is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The RFP is amended in the following particulars only.

I. REVISION

1. Revise Section 0300, Proposal Submittal Instructions and Format, Tab 3, as follows:

TAB 3	Approach and Methodology
<p>Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: its Operational Plan, its proposed automated point of sale (POS) software system, any equipment which the Proposer intends to supply for the operation of the concession, a staffing pattern or plan which details the number and role that each team member will play in providing the services detailed herein, refund procedures, its sample monthly report of activities, its plan for providing valet parking services for the City through inclement weather, and its plan on how they are going to exceed the customer expectation for every client that comes into the Miami Beach Convention Center.</p>	

2. Revise Section 0300, Proposal Submittal Instructions and Format, Tab 4, as follows:

TAB 4	Public Benefit (Max 10 Points)
<p><u>Submit detailed information on how Proposer will provide, on an annual basis and during the term of the contract, public benefit(s) to the City of Miami Beach. The public benefit(s) component may include (but is not restricted to) financial support of the City's educational initiative(s), and/or any other benefits or services that benefit the City, or its residents.</u></p> <p>Submit detailed information on how Proposer will provide value-added services or public benefits related to the scope of this RFP proposed by the Proposer. Public benefit(s) to the City which may include, without limitation, benefits to residents in support of the City's educational compact with Miami Dade Public Schools, and/or such other City public benefits and/or services as the City Manager may, in his reasonable judgment and discretion, from time to time, require.</p>	

3. Revise Appendix D, Paragraph 1, entitled Term of Contract, as follows:

TERM OF CONTRACT. The initial term of the Agreement shall be for ~~three (3) years~~ one (1) year. The effective date of the Agreement is anticipated to be on October 1, 2018, or upon substantial completion of the renovation of the Miami Beach Convention Center ("MBCC") Project (the "Project"), whichever date occurs first (the "Term"). Substantial completion of the MBCC Project shall be defined as of the date when the City, in its proprietary capacity, has secured the requisite governmental approvals to operate the MBCC, which may include any of the following benchmarks: issuance of a temporary certificate of occupancy; issuance of a certificate of occupancy; or issuance of a certificate of completion with respect to the entire Project. A Contract Year, as referred to herein shall start on October 1st and end on September 30th of the following year.

4. Revise Appendix D, Paragraph 2, entitled Option to Renew, as follows:

OPTION TO RENEW. The City, through its City Manager, will have the option to extend for ~~one (1) two-year period~~ four additional (4) one-year period(s) at the City's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the successful contractor.

Any questions regarding this Addendum should be submitted in writing to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact: William Garviso	Telephone: 305-673-7000, ext. 6650	Email: WilliamGarviso@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your RFP submission.

Sincerely,



Alex Denis
Procurement Director

MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-673-7490.

ADDENDUM NO. 2 RFP 2018-166-WG

VALET PARKING CONCESSION

April 6, 2018

This Addendum to the above-referenced RFP is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The RFP is amended in the following particulars only.

I. REVISION

1. Delete Addendum No. 1, Exhibit "A", entitled Historical Gross Revenues, and replace with the attached Revised Exhibit "A", Historical Gross Revenues.

II ANSWERS TO QUESTIONS RECEIVED

- Q1) Can we get plans of the garage parking area and ramping area for the operating plan?
A1) **Please refer to the attached Parking Garage Plans.**
- Q2) Will the City of Miami Beach be sending previous years' financials as discussed at the pre-bid conference?
A2) **Please refer to Revision #1 above.**

Any questions regarding this Addendum should be submitted in writing to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact: William Garviso	Telephone: 305-673-7000, ext. 6650	Email: WilliamGarviso@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your RFP submission.

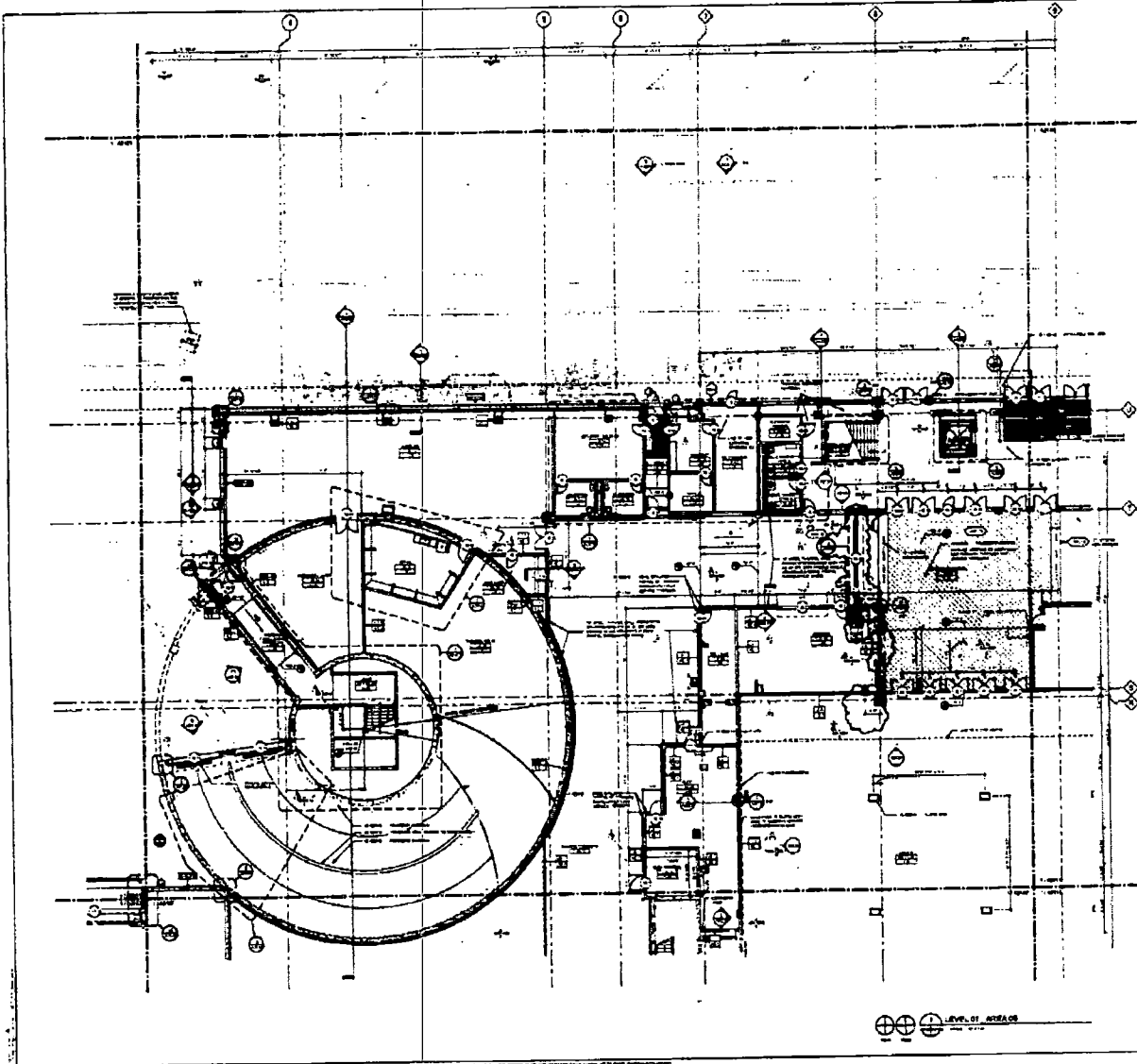
Sincerely,



Alex Denis
Procurement Director

REVISED
Exhibit A
Historical Gross Revenues

Parking Garage Plans



ELEVATION MATRIX

LEVEL	EXTERIOR	INTERIOR
1ST FLOOR	101	102
2ND FLOOR	201	202
3RD FLOOR	301	302
4TH FLOOR	401	402

WALL LEGEND

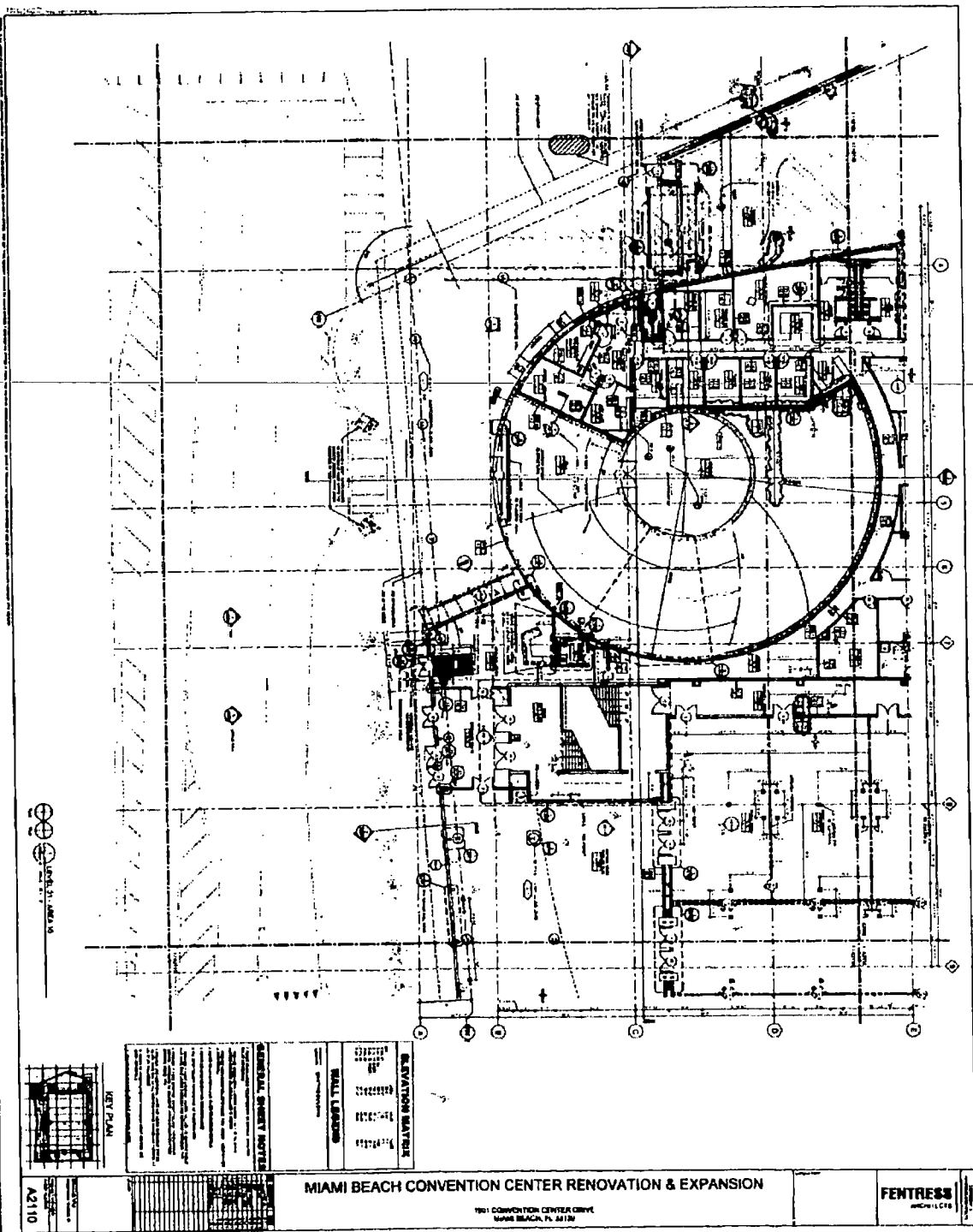
WALL TYPE	SYMBOL
CONCRETE	(Symbol)
BRICK	(Symbol)
GLASS	(Symbol)
WOOD	(Symbol)

GENERAL SHEET NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MIAMI BEACH, FLORIDA.
2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND THE CITY OF MIAMI BEACH.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF MIAMI BEACH.
5. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
6. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF MIAMI BEACH.
7. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
8. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF MIAMI BEACH.
9. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
10. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF MIAMI BEACH.

KEY PLAN

LEVEL OF AIRCRAFT



SECTION 11-1000
 11-1000-1
 11-1000-2
 11-1000-3



42110

GENERAL SCHEDULE NOTES

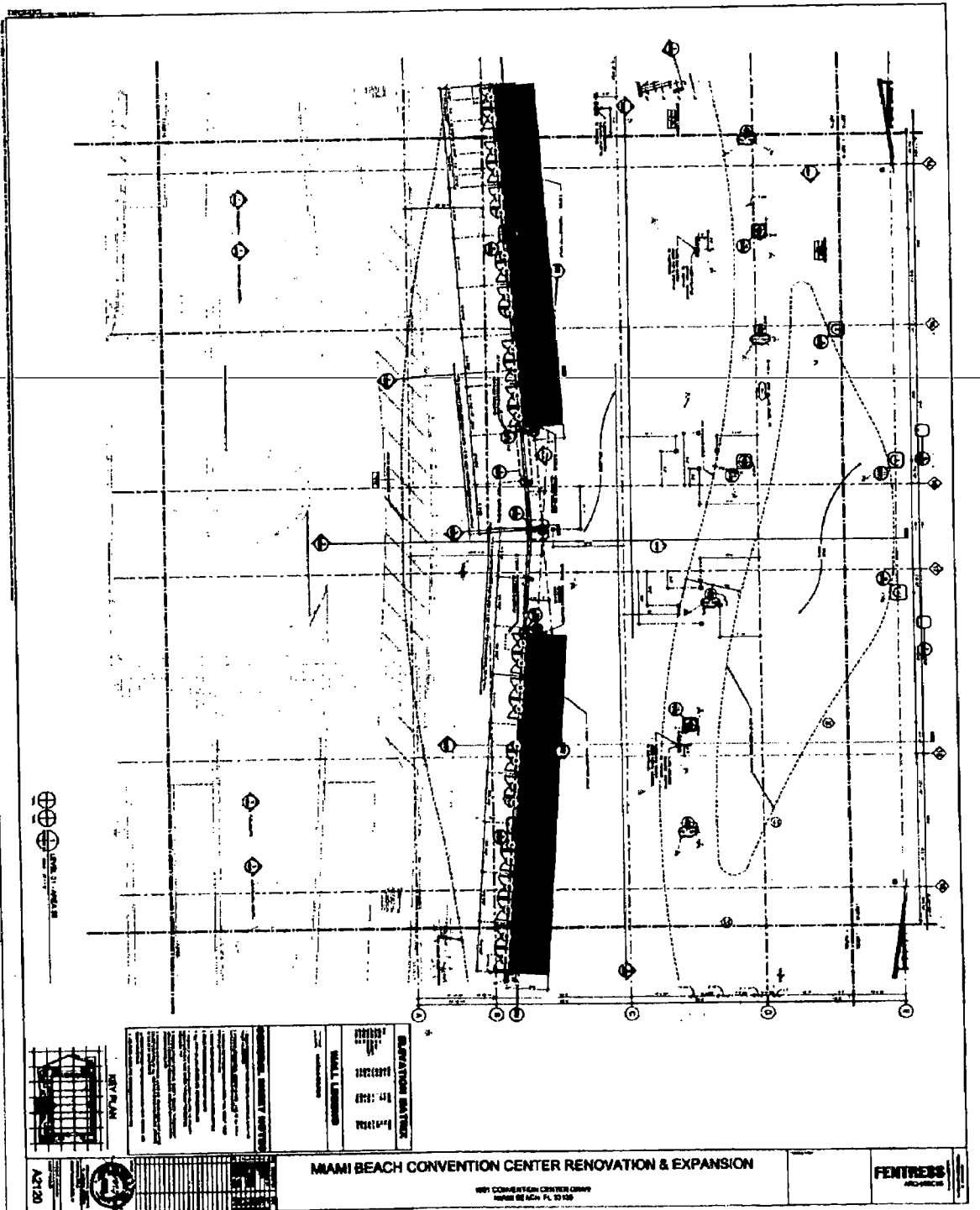
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BIDDING DOCUMENTS AND THE SPECIFICATIONS FOR CONSTRUCTION OF BUILDINGS, 1985 EDITION, PUBLISHED BY THE INTERNATIONAL ASSOCIATION OF DRY CLEANERS AND LAUNDRIES.
2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
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9. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
10. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

REVISION NUMBER	DATE	DESCRIPTION
001	11-10-85	ISSUED FOR BIDDING
002	11-10-85	REVISIONS TO BIDDING DOCUMENTS
003	11-10-85	REVISIONS TO BIDDING DOCUMENTS
004	11-10-85	REVISIONS TO BIDDING DOCUMENTS
005	11-10-85	REVISIONS TO BIDDING DOCUMENTS
006	11-10-85	REVISIONS TO BIDDING DOCUMENTS
007	11-10-85	REVISIONS TO BIDDING DOCUMENTS
008	11-10-85	REVISIONS TO BIDDING DOCUMENTS
009	11-10-85	REVISIONS TO BIDDING DOCUMENTS
010	11-10-85	REVISIONS TO BIDDING DOCUMENTS

MIAMI BEACH CONVENTION CENTER RENOVATION & EXPANSION

1901 CONVENTION CENTER DRIVE
 MIAMI BEACH, FL 33139

FENTRESS
 ARCHITECTS



DATE: 11-15-54
 DRAWN BY: [Illegible]



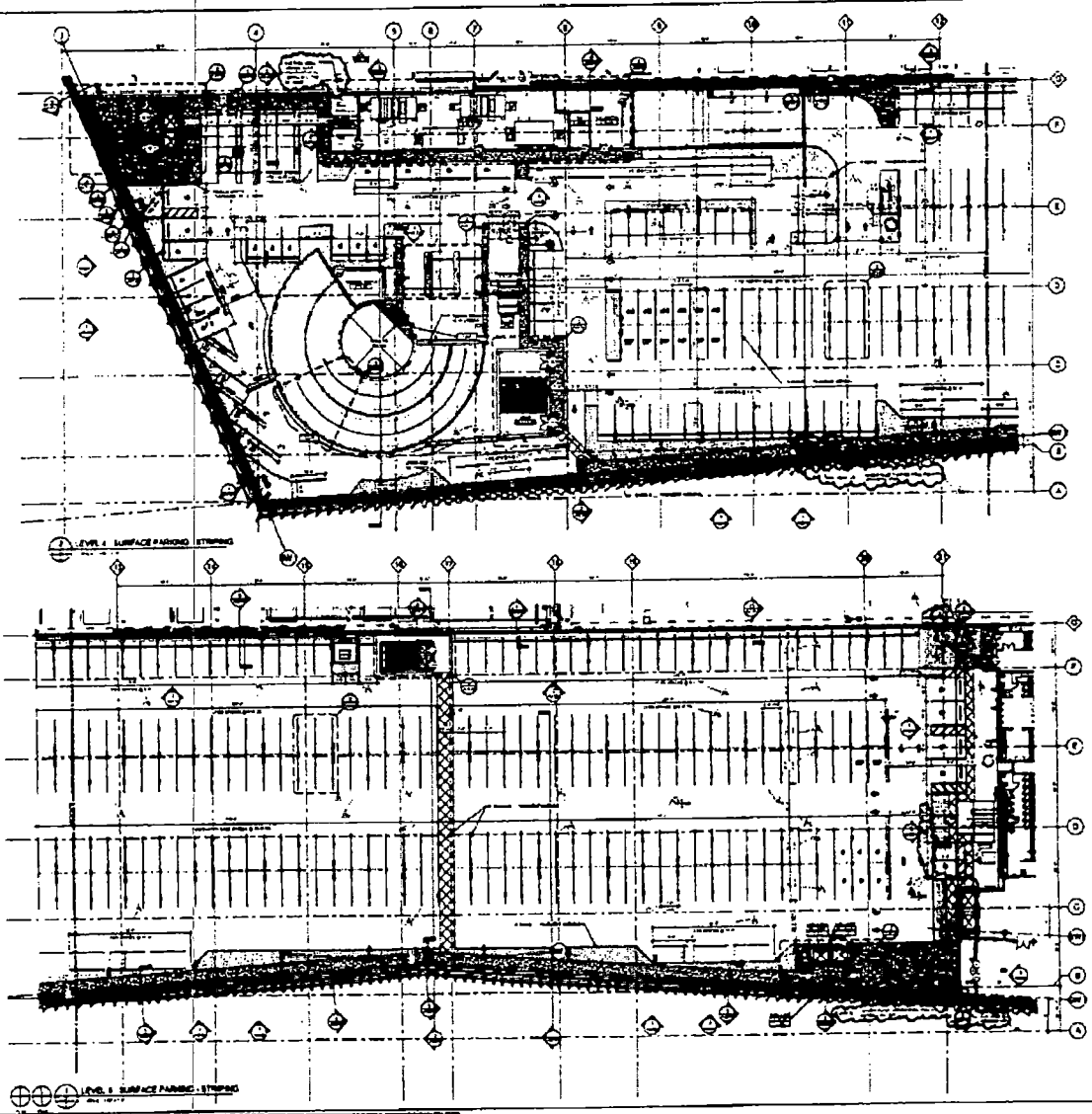
<p>REVISIONS</p> <p>NO. DESCRIPTION</p> <p>1. [Illegible]</p> <p>2. [Illegible]</p>	<p>DATE: 11-15-54</p> <p>DRAWN BY: [Illegible]</p>
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MIAMI BEACH CONVENTION CENTER RENOVATION & EXPANSION

1971 CONVENTION CENTER CORP.
 MIAMI BEACH, FL. 33139

FENTRESS
 ARCHITECTS

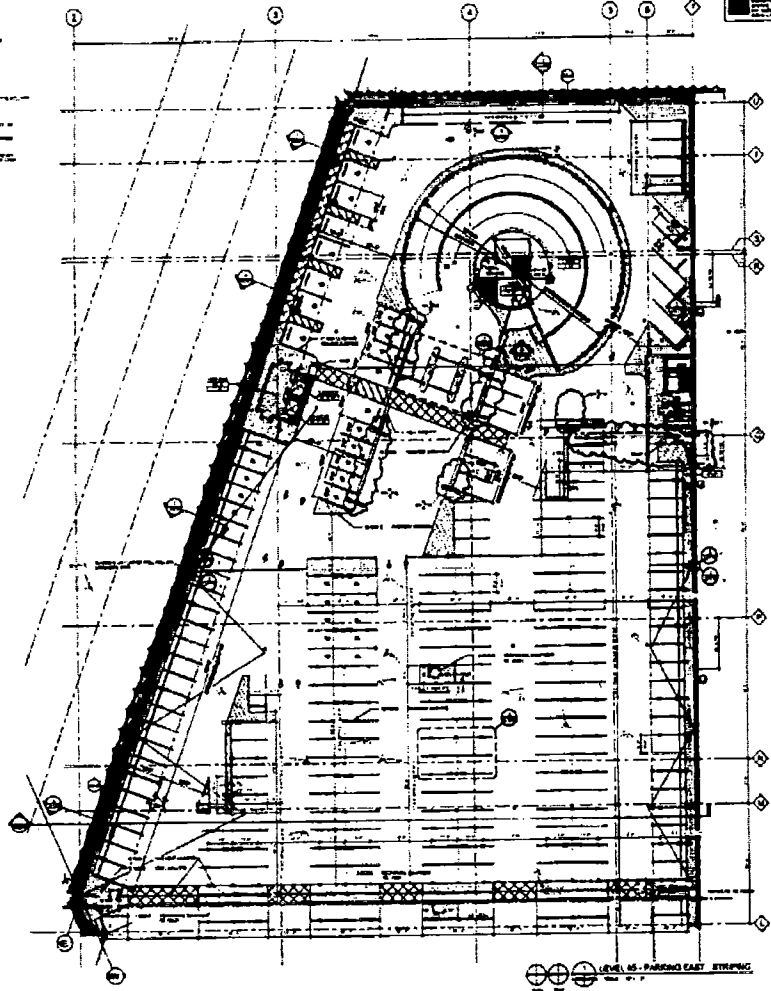
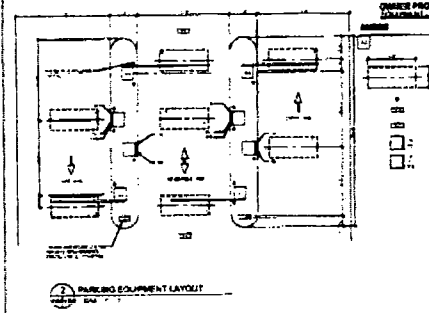
ACT 30



PARKING LEGEND

	Surface Parking
	Parking Structure
	Ramp
	Ramp Structure
	Ramp Structure with Stairs
	Ramp Structure with Stairs and Elevator
	Ramp Structure with Stairs, Elevator, and Wheelchair Access

FENTRESS
 ARCHITECTS
 MIAMI BEACH CONVENTION CENTER RENOVATION & EXPANSION
 700 CLAYTON ROAD, SUITE 1000
 MIAMI BEACH, FL 33139
 A2432



PARKING LEGEND

[Symbol]	Handicap Space
[Symbol]	Standard Space
[Symbol]	Motorcycle Space
[Symbol]	Other

FENTRESS
ARCHITECTS

MIAMI BEACH CONVENTION CENTER RENOVATION & EXPANSION

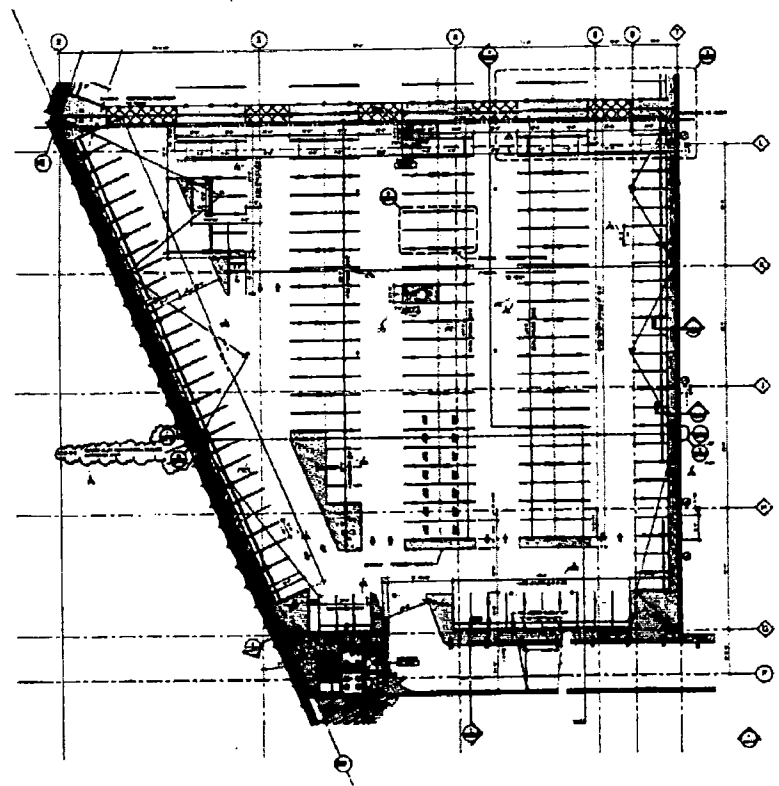
1001 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139

A2533

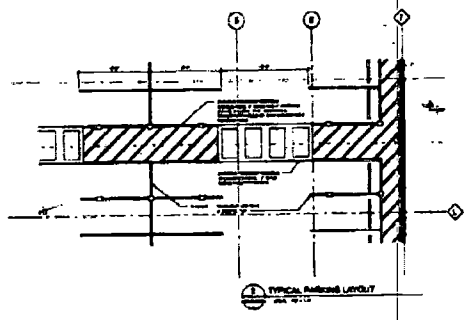
PARTS LIST	
1	CONCRETE
2	STEEL
3	GLASS
4	MECHANICAL
5	ELECTRICAL
6	PLUMBING
7	PAINT
8	FINISHES

FENTRESS
ARCHITECTS

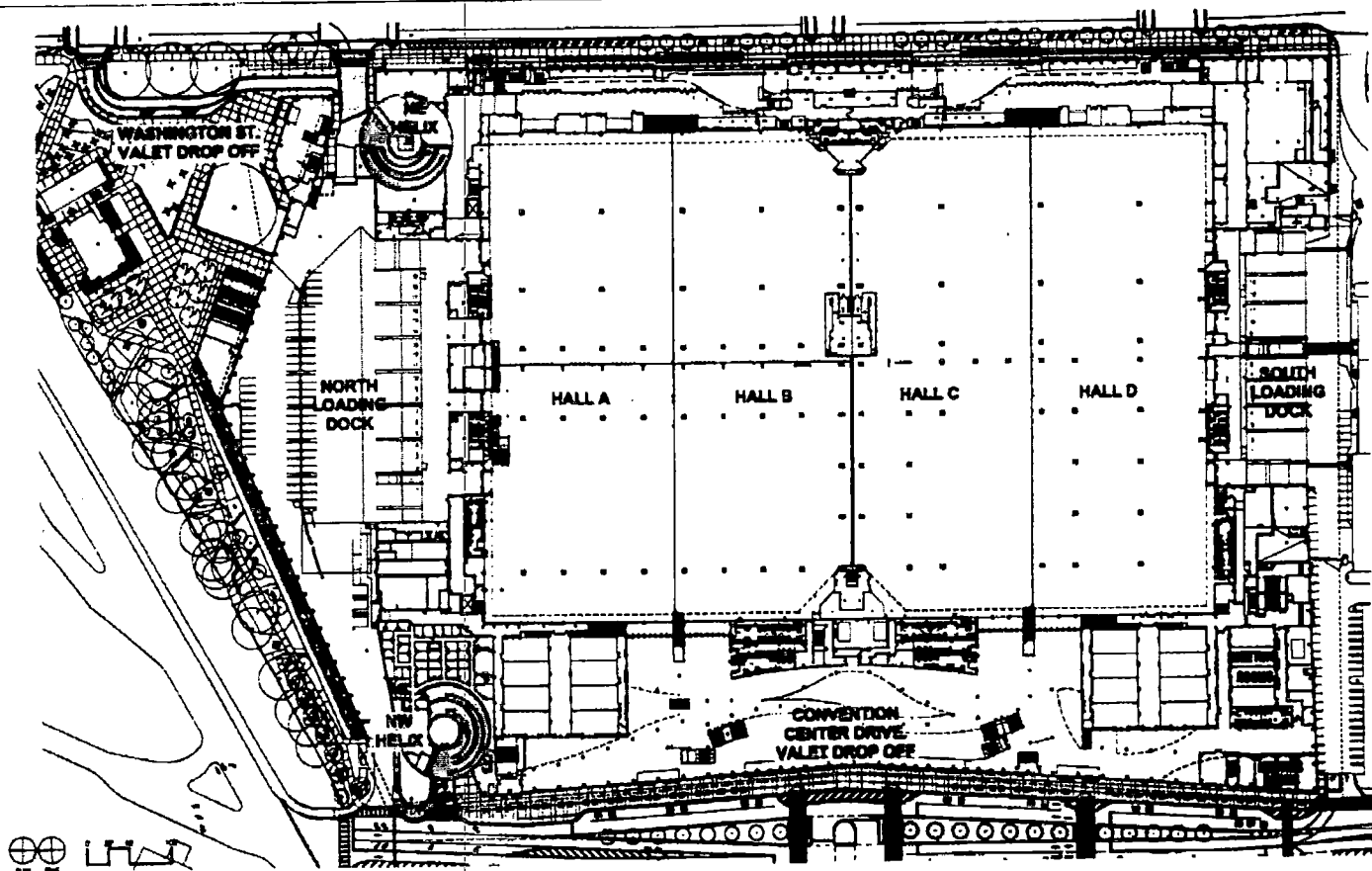
MIAMI BEACH CONVENTION CENTER RENOVATION & EXPANSION
501 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139



LEVEL 06 - PARKING WEST - STAIRS

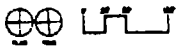
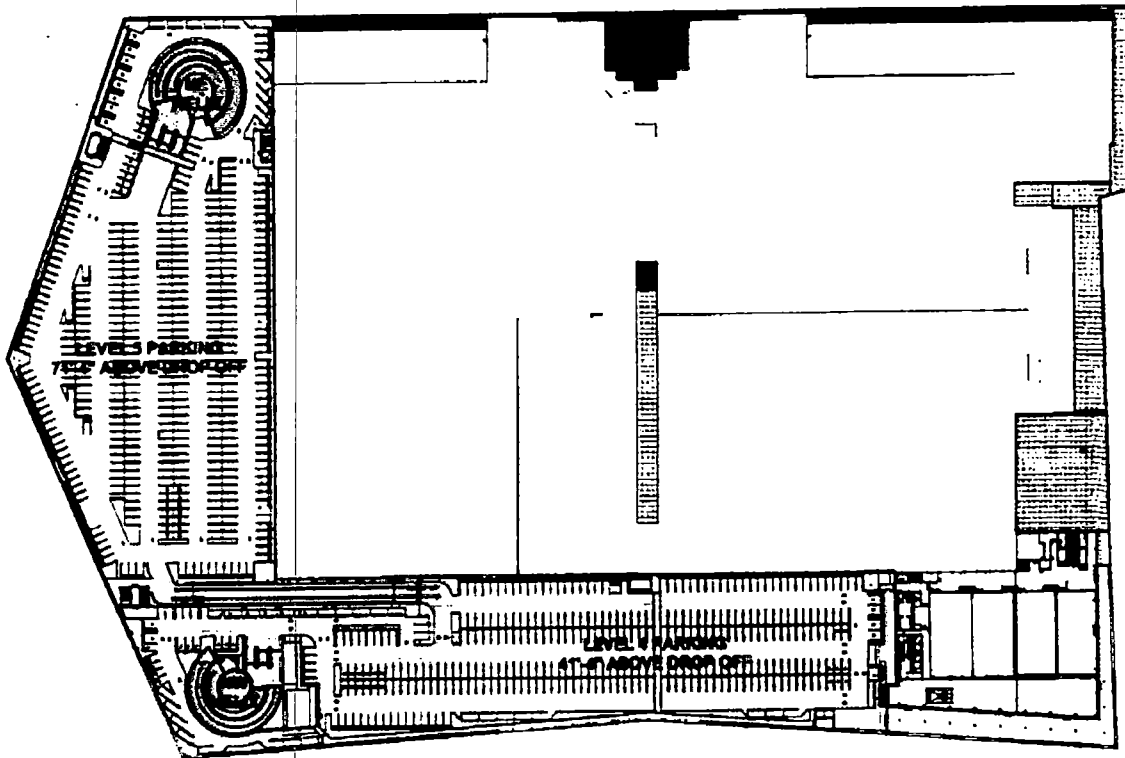


TYPICAL PARKING LAYOUT



**MIAMI BEACH CONVENTION CENTER RENOVATION & EXPANSION
FLOOR PLAN LEVEL 1**





**MIAMI BEACH CONVENTION CENTER RENOVATION & EXPANSION
FLOOR PLAN LEVEL 4 AND 5**



MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-873-7490.

ADDENDUM NO. 1 RFP 2018-166-WG

VALET PARKING CONCESSION

March 29, 2018

This Addendum to the above-referenced RFP is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The RFP is amended in the following particulars only.

I. REVISIONS

RFP DUE DATE AND TIME. The deadline for the receipt of proposals is extended until 3:00 P.M., on Thursday, April 26, 2018, at the following location.

City of Miami Beach
Procurement Department
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Late proposals will not be accepted. Proposers are cautioned to plan sufficient time to allow for traffic or other delays for which the Proposer is solely responsible.

II. ANSWERS TO QUESTIONS RECEIVED

- Q1) Can the City provide the five (5) last years of historical gross revenues collected for the Miami Beach Convention Center, the Jackie Gleason Theater and Fillmore Miami Beach by the previous valet parking services provider?
A1) Yes, please refer to Exhibit "A" attached.
- Q2) Can the City provide a list of annual events previously hosted by the Miami Beach Convention Center, the Jackie Gleason Theater and Fillmore Miami Beach?
A2) Yes, please refer to Exhibit "B" attached.
- Q3) Can the City provide a list of events already tentatively scheduled for the Miami Beach Convention Center, the Jackie Gleason Theater and Fillmore Miami Beach?
A3) Yes, please refer to Exhibit "C" attached.
- Q4) Does the Living Wage apply to his RFP?
A4) The Living Wage does not apply to this RFP.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact: William Garviso	Telephone: 305-673-7000, ext. 6650	Email: WilliamGarviso@miamibeachfl.gov
---	---------------------------------------	---

Proposers are reminded to acknowledge receipt of this addendum as part of your RFP submission.

Sincerely,



Alex Denis
Procurement Director

Exhibit A
Historical Gross Revenues

FIRST CLASS

FY2013-2014 ACTUAL CARS PARKED - MISC EVENTS

DATE	TOTAL TRKS	LESS VOUCHERS	TOTAL CARS	GRAND TOTAL \$15 each
Oct-12				
Nov-12				
Dec-12				
Jan-13				
Feb-13				
Mar-13				
Apr-13				
May-13				
Jun-13				
Jul-13				
Aug-13				
Sept-13				
Oct-13				
Total				

Monthly Payment Memo

Oct 2013 - Sep 2013

DATE	TOTAL TRKS	LESS VOUCHERS	TOTAL CARS	GRAND TOTAL \$15 each
Oct-13				
Nov-13				
Dec-13				
Jan-14				
Feb-14				
Mar-14				
Apr-14				
May-14				
Jun-14				
Jul-14				
Aug-14				
Sept-14				
Total				

Monthly Payment Memo

Oct 2013 - Sep 2013

DATE	AMOUNT
Oct-13	\$ 11,221.00
Nov-13	\$ 11,221.00
Dec-13	\$ 11,221.00
Jan-14	\$ 11,221.00
Feb-14	\$ 11,221.00
Mar-14	\$ 11,221.00
Apr-14	\$ 11,221.00
May-14	\$ 11,221.00
Jun-14	\$ 11,221.00
Jul-14	\$ 11,221.00
Aug-14	\$ 11,221.00
Sept-14	\$ 11,221.00
Sub-Total	\$ 112,210.00
Total	\$ 112,210.00

FY2013-2014 ACTUAL CARS PARKED - MISC EVENTS

DATE	TOTAL TRKS	LESS VOUCHERS	TOTAL CARS	GRAND TOTAL \$15 each
Oct-13				
Nov-13				
Dec-13				
Jan-14				
Feb-14				
Mar-14				
Apr-14				
May-14				
Jun-14				
Jul-14				
Aug-14				
Sept-14				
Total				

Monthly Payment Memo

Oct 2013 - Sep 2013

DATE	TOTAL TRKS	LESS VOUCHERS	TOTAL CARS	GRAND TOTAL \$15 each
Oct-13				
Nov-13				
Dec-13				
Jan-14				
Feb-14				
Mar-14				
Apr-14				
May-14				
Jun-14				
Jul-14				
Aug-14				
Sept-14				
Total				

Monthly Payment Memo

Oct 2013 - Sep 2013

DATE	AMOUNT
Oct-13	\$ 11,221.00
Nov-13	\$ 11,221.00
Dec-13	\$ 11,221.00
Jan-14	\$ 11,221.00
Feb-14	\$ 11,221.00
Mar-14	\$ 11,221.00
Apr-14	\$ 11,221.00
May-14	\$ 11,221.00
Jun-14	\$ 11,221.00
Jul-14	\$ 11,221.00
Aug-14	\$ 11,221.00
Sept-14	\$ 11,221.00
Sub-Total	\$ 112,210.00
Total	\$ 112,210.00

FY2013-2014 ACTUAL CARS PARKED - MISC EVENTS

DATE	TOTAL TRKS	LESS VOUCHERS	TOTAL CARS	GRAND TOTAL \$15 each
Oct-14	2,136	109	2,027	\$ 30,405.00
Nov-14	1,104	20	1,084	\$ 16,260.00
Dec-14	1,104	20	1,084	\$ 16,260.00
Jan-15	3,090	25	3,065	\$ 45,975.00
Feb-15	4,010	11	3,999	\$ 59,985.00
Mar-15	2,228	11	2,217	\$ 33,255.00
Apr-15	1,982	25	1,957	\$ 29,355.00
May-15	2,273	24	2,249	\$ 33,735.00
Jun-15	480	61	419	\$ 6,285.00
Jul-15	480	2	478	\$ 7,170.00
Aug-15	480	2	478	\$ 7,170.00
Sept-15	1,171	2	1,169	\$ 17,535.00
Total	23,280	271	23,009	\$ 345,330.00

Monthly Payment Memo

Oct 2014 - Sep 2015

DATE	TOTAL TRKS	LESS VOUCHERS	TOTAL CARS	GRAND TOTAL \$15 each
Oct-14				
Nov-14				
Dec-14				
Jan-15				
Feb-15				
Mar-15				
Apr-15				
May-15				
Jun-15				
Jul-15				
Aug-15				
Sept-15				
Total				

Monthly Payment Memo

Oct 2014 - Sep 2015

DATE	AMOUNT
Oct-14	\$ 11,221.00
Nov-14	\$ 11,221.00
Dec-14	\$ 11,221.00
Jan-15	\$ 11,221.00
Feb-15	\$ 11,221.00
Mar-15	\$ 11,221.00
Apr-15	\$ 11,221.00
May-15	\$ 11,221.00
Jun-15	\$ 11,221.00
Jul-15	\$ 11,221.00
Aug-15	\$ 11,221.00
Sept-15	\$ 11,221.00
Sub-Total	\$ 112,210.00
Total	\$ 112,210.00

FY2013-2014 ACTUAL CARS PARKED - MISC EVENTS

DATE	TOTAL TRKS	LESS VOUCHERS	TOTAL CARS	GRAND TOTAL \$15 each
Oct-15	1,722	17	1,705	\$ 25,575.00
Nov-15	1,722	9	1,713	\$ 25,695.00
Dec-15	4,004	114	3,890	\$ 58,350.00
Jan-16	4,000	92	3,908	\$ 58,620.00
Feb-16	898	3	895	\$ 13,425.00
Mar-16	1,624	48	1,576	\$ 23,640.00
Apr-16	1,022	48	974	\$ 14,610.00
May-16	623	8	615	\$ 9,225.00
Jun-16	1,130	6	1,124	\$ 16,860.00
Jul-16	560	6	554	\$ 8,310.00
Aug-16	560	6	554	\$ 8,310.00
Sept-16	1,288	1	1,287	\$ 19,305.00
Total	18,288	134	18,154	\$ 272,385.00

Monthly Payment Memo

Oct 2015 - Sep 2016

DATE	TOTAL TRKS	LESS VOUCHERS	TOTAL CARS	GRAND TOTAL \$15 each
Oct-15				
Nov-15				
Dec-15				
Jan-16				
Feb-16				
Mar-16				
Apr-16				
May-16				
Jun-16				
Jul-16				
Aug-16				
Sept-16				
Total				

Monthly Payment Memo

Oct 2015 - Sep 2016

DATE	AMOUNT
Oct-15	\$ 11,221.00
Nov-15	\$ 11,221.00
Dec-15	\$ 11,221.00
Jan-16	\$ 11,221.00
Feb-16	\$ 11,221.00
Mar-16	\$ 11,221.00
Apr-16	\$ 11,221.00
May-16	\$ 11,221.00
Jun-16	\$ 11,221.00
Jul-16	\$ 11,221.00
Aug-16	\$ 11,221.00
Sept-16	\$ 11,221.00
Sub-Total	\$ 112,210.00
Total	\$ 112,210.00

FY2013-2014 ACTUAL CARS PARKED - MISC EVENTS

DATE	TOTAL TRKS	LESS VOUCHERS	TOTAL CARS	GRAND TOTAL \$15 each
Oct-16	951	36	915	\$ 13,725.00
Nov-16	884	37	847	\$ 12,705.00
Dec-16	2,715	4	2,711	\$ 40,665.00
Jan-17				
Feb-17				
Mar-17				
Apr-17				
May-17				
Jun-17				
Jul-17				
Aug-17				
Sept-17				
Total	4,565	77	4,488	\$ 67,100.00

Monthly Payment Memo

Oct 2016 - Sep 2017

DATE	TOTAL TRKS	LESS VOUCHERS	TOTAL CARS	GRAND TOTAL \$15 each
Oct-16				
Nov-16				
Dec-16				
Jan-17				
Feb-17				
Mar-17				
Apr-17				
May-17				
Jun-17				
Jul-17				
Aug-17				
Sept-17				
Total				

Monthly Payment Memo

Oct 2016 - Sep 2017

DATE	AMOUNT
Oct-16	\$ 11,221.00
Nov-16	\$ 11,221.00
Dec-16	\$ 11,221.00
Jan-17	\$ 11,221.00
Feb-17	\$ 11,221.00
Mar-17	\$ 11,221.00
Apr-17	\$ 11,221.00
May-17	\$ 11,221.00
Jun-17	\$ 11,221.00
Jul-17	\$ 11,221.00
Aug-17	\$ 11,221.00
Sept-17	\$ 11,221.00
Sub-Total	\$ 112,210.00
Total	\$ 112,210.00

**Exhibit B
Events Previously Hosted**

Schedule of Events

MBCS Schedule of Events - January-December 2014-2016
 Wednesday, January 1, 2014 - Saturday, December 31, 2016

In/Start/End/Out	Event	Details	Room
In: 12/30/2013 Start: 1/2/2014 End: 1/6/2014 Out: 1/6/2014	Discover the Dinosaurs (10183) Blue Star Media, LLC Jeff Larsen 4660 Churchill Street Shoreview, MN 55126 Phone: 551-766-2800 Fax: Website: www.discoverthedinosaurs.com Coordinator: Joy Martin	Status: Definite Cat: National Class: Corporate Other Type: Consumer Show	Hall D, D Studio, Room D1/2/3/4
In: 1/7/2014 Start: 1/11/2014 End: 1/13/2014 Out: 1/14/2014	Jeweler's International Showcase (7850) Jeweler's International Showcase, Inc. Michael Breslow 6421 Congress Avenue, Suite 105 Boca Raton, FL 33487-2658 Phone: 561-998-0205 Fax: 561-998-0209 Website: www.jishow.com Coordinator: Andrew Cusick	Attend: 10,000 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	Hall D, Hall A, D 1st Level
In: 1/8/2014 Start: 1/8/2014 End: 1/8/2014 Out: 1/8/2014	Microsoft Lync Site Tour (10238) Miami Beach Convention Center Kay Hollander 1601 Convention Center Drive MIAMI BEACH, FL 33139 Phone: 305-673-7311 Fax: N/A Website: N/A	Status: Definite Type: Internal	Room C33
In: 1/10/2014 Start: 1/11/2014 End: 1/12/2014 Out: 1/12/2014	Volleyball Tournament (9544) Palm Beach Juniors Sam Skelton 7567 Overlook Dr. Lakewood, FL 33407 Phone: 561-432-1248 Fax: 561-440-7613 Website: www.palmbeachjrs.com Coordinator: Alethea Cole-Smith	Attend: 800 Status: Definite Cat: Regional Class: Athletic/Sports Type: Special Event	Hall C, Room C127, C First Aid

Schedule of Events

MBCC Schedule of Events - January-December 2014-2018
 Wednesday, January 1, 2014 - Saturday, December 31, 2018

In/Start/End/Out	Event	Details	Space
In: 1/13/2014 Start: 1/16/2014 End: 1/16/2014 Out: 1/16/2014	Small Business Expo 2014 (9579) Film, Stage & ShowBiz Expo, LLC Zach Lozberg 1515 Broadway, 12th Floor New York, NY 10036 Phone: 212-404-2345 Fax: 212-253-4123 Website: www.thesmallsbusinessexpo.com Coordinator: Joy Martin	Attend: 500 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Hall B, Hall B - First
In: 1/13/2014 Start: 1/14/2014 End: 1/15/2014 Out: 1/15/2014	UNUM Leadership Meeting (10110) UNUM Jennifer Galante 1 Fountain Square, 1 South Chattanooga, TN 37402 Phone: 207-575-9021 Fax: Website: www.unumgroup.com Coordinator: Alethea Cole-Smith	Attend: 60 Status: Definite Cat: National Class: Corporate Banking & Financial Type: Meeting	Room A101/A105, Room A106/A107, Room A108/A109, Room A101/A102, Room A104/A105
In: 1/18/2014 Start: 1/18/2014 End: 1/18/2014 Out: 1/18/2014	Hollistic Globe Networks (10120) Marie Boez P O. Box 813178 Hollywood, FL 33081 Phone: 954-589-4039 Fax: Website: Coordinator: Paulina Rugg	Attend: 300 Status: Definite Cat: Local Class: Corporate Other Type: Meeting	Room B214/B215, Room B213
In: 1/19/2014 Start: 1/22/2014 End: 1/24/2014 Out: 1/25/2014	Informex (8781) UBMI, Princeton, LLC Cindy Saigedo 300 American Metro Blvd. Suite 125 Hamilton, NJ 08619 Phone: 609-759-4700 Fax: 609-759-4774 Website: www.cruiseshippingevents.com Coordinator: Paulina Mastus	Attend: 4,000 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Hall B, Hall C, Hall B - First, Hall C - All

Schedule of Events

MBCC Schedule of Events - January-December 2014-2016
 Wednesday, January 1, 2014 - Saturday, December 31, 2016

In/Start/End/Out	Event	Details	Space
In: 1/19/2014 Start: 1/22/2014 End: 1/24/2014 Out: 1/26/2014	SLINK (9107) SLINK Enterprises, Inc Denise Nowak 275 Kenneth Drive, Suite 100 Rochester, NY 14623 Phone: 585-321-5721 Fax: 585-359-8222 Website: Coordinator: Andrew Cusick	Attend: 7,000 Status: Definite Cat: National Class: Corporate Other Type: Convention	Hall A, Hall D, Hall A - All, Hall D - All, Hall B - Second
In: 1/21/2014 Start: 1/21/2014 End: 1/21/2014 Out: 1/21/2014	The Setai Job Fair (10242) The Setai Miami Beach Patrick Fernandes 2001 Collins Avenue Miami Beach, FL 33139 Phone: 305-520-6000 Fax: 305-520-6111 Website: Coordinator: Andrew Cusick	Attend: 200 Status: Definite Cat: Local Class: Corporate Other Type: Special Event	Room B210/B211
In: 1/23/2014 Start: 1/23/2014 End: 1/23/2014 Out: 1/23/2014	Achievers Team Rally (10134) Alton Taunon Alton Taunon 118 Arundel Drive Hayward, CA 94542 Phone: 510-314-9466 Fax: Website: Coordinator: Joy Martin	Attend: 300 Status: Definite Type: Meeting	Room B210, Room B211
In: 1/23/2014 Start: 1/23/2014 End: 1/23/2014 Out: 1/23/2014	Midwest Expansion Leaders (10234) Frank Kimbrough 8510 S Calumet Ave Chicago, IL 60619 Phone: 773-551-4770 Fax: Website: Coordinator: Althea Cole-Smith	Attend: 200 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Room B217/B218, Room B218

Schedule of Events

MBCC Schedule of Events - January-December 2014-2016
 Wednesday, January 1, 2014 - Saturday, December 31, 2016

In/Start/End/Out	Event	Details	Specs
In: 1/23/2014 Start: 1/23/2014 End: 1/23/2014 Out: 1/23/2014	Missionaries Club Award Celebration (10246) Cantorplate Bruce Townsend 1901 CONVENTION CENTER DR Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Joy Martin	Attend: 100 Status: Definite Class: Social Type: Banquet	Room B212/B213
In: 1/24/2014 Start: 1/24/2014 End: 1/24/2014 Out: 1/24/2014	World Gate Reception (10147) WGI Enterprise, Inc. Stanley G. Richards 13111 Big Cedar Lane Bowie, MD 20720 Phone: Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 400 Status: Definite Class: Religious Type: Banquet	Room B214/B218
In: 1/25/2014 Start: 1/25/2014 End: 1/26/2014 Out: 1/26/2014	Bizcoin Miami (10145) OOO Media Mark Levin Tussen De Bogen 6 Amsterdam, 1013JB The Netherlands Phone: 323244296 Fax: Website: ah.is Coordinator: Paulina Rugg	Attend: 550 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Room B214/B218, Room B213, Room B214/B215, Room B217/B218
In: 1/25/2014 Start: 1/25/2014 End: 1/26/2014 Out: 1/26/2014	Healthy, Sexy, & Delicious (10222) Business Success Institute, Inc Alfonso Castaneira 207 North Bay Hills Blvd Safety Harbor, FL 34695 Phone: 727-365-2542 Fax: Website: Coordinator: Joy Martin	Attend: 11 Status: Definite Cat: National Type: Special Event	Room B211

Schedule of Events
MBCS Schedule of Events - January-December 2014-2016
 Wednesday, January 1, 2014 - Saturday, December 31, 2016

In/Start/End/Out	Event	Details	Spa
In: 1/26/2014 Start: 1/30/2014 End: 2/3/2014 Out: 2/5/2014	Original Miami Beach Antique Show (7930) Emerald Expositions Dan Darby 10130 Market Street, Suite 9 Naples, FL 34112 Phone: 239-732-6642 Fax: 239-352-6005 Website: www.emeraldexpositions.com Coordinator: Joy Maron	Attend: 12,000 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Hall D, Hall C, Flamingo 1,2, Flamingo 3,4, Room C12/3/4, D Studio, Room D1/2/3/4, Room C127, Pod C 1st Level, Pod D 1st Level, Palm 1234, Room C220/C222, Room D34, Room C33, Room D233/D234
In: 1/26/2014 Start: 1/29/2014 End: 1/31/2014 Out: 1/31/2014	ITEXPO 2014 (8848) Technology Marketing Corp Natashe Barbera 800 Connecticut Avenue, 1st Floor East Norwalk, CT 06854 Phone: 203-852-6800, Ext. 225 Fax: 203-295-0172 Website: www.itexpo.com Coordinator: Aethes Cole-Smith	Attend: 3,500 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Hall B, Hall A - Second, Hall B - All, Room A106/A107, Room A108/A109, Room A101/A105, Room B114/B115, Room C228, Room C227
In: 1/29/2014 Start: 1/29/2014 End: 1/30/2014 Out: 1/30/2014	Team GOJO 2014 (10216) GOJO Industries Annette Miner One GOJO Plaza, Suite 500 Akron, OH 44311 Phone: 800-321-9647 Fax: Website: Coordinator: Andrew Cusick	Attend: 70 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Room D235/D238, Room D237/D239, Room D240/D241
In: 1/30/2014 Start: 1/31/2014 End: 2/1/2014 Out: 2/1/2014	The Nissan Total Health & Fitness Expo - Presented by The Miami Herald & El Nuevo Herald (9165) US Road Sports & Entertainment of Florida Javier Sanchez 8879 SW 131 Street Miami, FL 33176 Phone: 305-278-8688 Fax: 305-278-4166 Website: www.usroadsports.com Coordinator: Paulina Mazus	Attend: 35,000 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Hall A, Room A110/A111

Schedule of Events
MBCS Schedule of Events - January-December 2014-2016
 Wednesday, January 1, 2014 - Saturday, December 31, 2016

In/Start/End/Out	Event	Details	Space
In: 2/5/2014 Start: 2/13/2014 End: 2/17/2014 Out: 2/20/2014	Progressive Insurance - Miami International Boat Show (5933) National Marine Manufacturers Assn Cathy Rick - Jolie 15100 NW 67th Avenue, Suite 205 Miami Lakes, FL 33014 Phone: 954-441-3220 Fax: 954-430-4171 Website: www.miamiboatshow.com Coordinator: Joy Marbo	Attend: 80,000 Status: Definite Cat: International Type: Consumer Show	Hall C, Hall D, Hall A - Second, Hall B - First, Hall A - First, Exhibit Halls, Hall D - All, Hall B - Second, Hall C - All, Hall B - All, Hall A - All, Outside Space
In: 2/21/2014 Start: 2/27/2014 End: 3/1/2014 Out: 3/3/2014	Graphics of the Americas (7849) Printing Association of Florida, Inc Adham Fallas 6275 Hazeltine National Dr. Orlando, FL 32822 Phone: 407-240-8009 Fax: 407-240-6942 Website: www.goexpo.com Coordinator: Andrew Cusick	Attend: 20,000 Status: Definite Cat: State Class: Association State Type: Trade Show	Hall C, Hall B, Hall B - First, Hall B - Second, C 1st Level, C 2nd Level, Room C33, C Reg Area, Hall B/C
In: 2/21/2014 Start: 2/22/2014 End: 2/22/2014 Out: 2/22/2014	South Florida Nationals (8945) Varsity Spirit Corp DBA Spirit Cheer Jim Thorp 118 NW 14 Ave, Suite A Gainesville, FL 32601 Phone: 888-716-2287 Fax: 321-281-8124 Website: www.spiritcheer.varsity.com Coordinator: Paulina Rugg	Attend: 5,000 Status: Definite Cat: National Class: Athletic/Sports Type: Special Event	Hall D, D Studio
In: 2/22/2014 Start: 2/22/2014 End: 2/22/2014 Out: 2/22/2014	Solefest Miami Sneaker Convention Tradeshow (10175) Solefest, LLC Michael Innes 911 North Orange Avenue, #527 Orlando, FL 32801 Phone: 954-512-4187 Fax: Website: Coordinator: Paulina Rugg	Attend: 400 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Flamingo 3, Flamingo 4

Schedule of Events

MBCS Schedule of Events - January-December 2014-2016
 Wednesday, January 1, 2014 - Saturday, December 31, 2016

In/Start/End/Out	Event	Details	Rooms
In: 2/25/2014 Start: 2/27/2014 End: 2/28/2014 Out: 3/2/2014	MiaGreen Expo & Conference (B110) Show Winners Corporation Jose A Garcia 8900 SW 107th Ave, Suite 313 Miami, FL 33176 Phone: 305-412-3976 Fax: Website: www.miagreen.com Coordinator: Alethea Cole-Smith	Attend: 3,000 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Hall D, Hall D - All
In: 3/3/2014 Start: 3/3/2014 End: 3/4/2014 Out: 3/4/2014	Bibkok Angela-The Miami Missions (B051) Bibkok Kelli hve Thorsteinson JCP Travel AS, Akersbakken 10 0172 Oslo, Norway Phone: Fax: Website: Coordinator: Joy Martin	Attend: 300 Status: Definite Cat: International Class: Corporate Other Type: Meeting	Room A201/A202
In: 3/8/2014 Start: 3/11/2014 End: 3/13/2014 Out: 3/15/2014	Cruise Shipping Miami 2014 (B2B3) UBM, Princeton, LLC Marianne Ferrandi 300 American Metro Blvd, Suite 125 Hamilton, NJ 08619 Phone: 609-759-4700 Fax: 609-759-4774 Website: www.cruiseshippingevents.com Coordinator: Pauline Rugg	Attend: 10,000 Status: Definite Type: Trade Show	Hall C, Hall D, Hall B - First, Hall A, Hall D - All, Room B213, Room B216, Room C227, Room C228, Hall C - All, Room B210, Room B211, Room B212, Room B214, Room B215, Room C221, Room C225, Room C127, Room C219, Room C220, Room C222, Room C226, Room B217/B218, Room B32, Room C223/C224, C 1st Level, C 2nd Level, Hall B - All, Hall A - All, Flamingo 1234
In: 3/18/2014 Start: 3/19/2014 End: 3/21/2014 Out: 3/22/2014	Tissue World America 2014 (7838) UBM Exhibition Singapore Pte Ltd. Agnée Gehot 10 Kallang Avenue, #09-15 Singapore, 339510 Singapore Phone: 65-65920-886 ext 886 Fax: 65-62212282 Website: www.tissueworld.com Coordinator: Alethea Cole-Smith	Attend: 1,500 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Hall A, Hall A - First, Hall A - Second

Schedule of Events

MBCS Schedule of Events - January-December 2014-2016
 Wednesday, January 1, 2014 - Saturday, December 31, 2016

In/Start/End/Out	Event	Details	Spots
In: 3/16/2014 Start: 3/16/2014 End: 3/16/2014 Out: 3/16/2014	Battle of the Boutique Fashion Show (10270) Impact Magazine Tunisha Brown 360 Concord Avenue, Apt 2C Ewing, NJ 08618 Phone: 609-356-8823 Fax: Website: Coordinator: Alethes Cole-Smith	Attend: 100 Status: Definite Cat: National Class: Association National Type: Special Event	Room B214/B218, Room B214/B215, Room B217/B218
In: 3/17/2014 Start: 3/21/2014 End: 3/24/2014 Out: 3/25/2014	Miami Home Design & Remodeling Show (7733) Home Show Management Corp Steve Plotkin 1450 Madruga Avenue, Suite 301 Coral Gables, FL 33146 Phone: 305-667-9299 Fax: 305-667-3266 Website: www.homeshow.net Coordinator: Andrew Cusick	Attend: 35,000 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Hall B, Hall C, Room B112/B113, Room C127, Room C1/2/3/4, Hall D
In: 3/20/2014 Start: 3/24/2014 End: 3/29/2014 Out: 3/29/2014	Winter Music Conference (9373) Kirk Paskal 3450 Northeast 12th Terrace Fort Lauderdale, FL 33334 Phone: 954-563-4444 Fax: 954-563-6889 Website: www.wintermusicconference.com Coordinator: Jay Maron	Attend: 2,500 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	Hall A - First, A Reg Area, East Pre-Funct, Room A208/A209, Room B210/B211, Room B32, B Reg Area
In: 3/26/2014 Start: 3/29/2014 End: 3/31/2014 Out: 4/1/2014	Jeweler's International Showcase (7852) Jeweler's International Showcase, Inc Michael Breslow 6421 Congress Avenue, Suite 105 Boca Raton, FL 33487-2858 Phone: 561-998-0205 Fax: 561-998-0209 Website: www.jishow.com Coordinator: Andrew Cusick	Attend: 10,000 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	C 1st Level, Hall C, Room C224

Schedule of Events

MBCC Schedule of Events - January-December 2014-2016

Wednesday, January 1, 2014 - Saturday, December 31, 2016

In/Start/End/Out	Event	Attend	Room
In: 3/30/2014 Start: 3/30/2014 End: 3/30/2014 Out: 3/30/2014	Ater Tuml (10199) Tu Conexion Espiritual Avery Rapaport 8490 S. Lake Forest Drive Davie, FL 33328 Phone: 954-918-3219 Fax: Website: Coordinator: Andrew Cusick	Attend: 300 Status: Definite Cat: National Class: Corporate Health & Medical Type: Meeting	Room 8217/B218
In: 4/1/2014 Start: 4/1/2014 End: 4/1/2014 Out: 4/1/2014	Senior Dance (10266) Miami Beach Convention Center Jeff Rugg 1901 Convention Center Drive MIAMI BEACH, FL 33139 Phone: 305-673-7311 Fax: N/A Website: Coordinator: Paulina Rugg	Attend: 600 Status: Definite Type: Internal	Palm 1234
In: 4/1/2014 Start: 4/1/2014 End: 4/2/2014 Out: 4/2/2014	EMS National Fire Academy Leadership III (10413) City of Miami Beach Mike Alvarez 1701 Convention Center Drive MIAMI BEACH, FL 33139 Phone: 305-673-7000 ext 6629 Fax: Website: www.miamibeachfl.gov Coordinator: Linda Reid	Attend: 30 Status: Definite Type: Internal	Room C227/C228
In: 4/3/2014 Start: 4/5/2014 End: 4/7/2014 Out: 4/8/2014	International Congress of Estheticians (7735) Aesthetics Congress Communications Laura Bazo 3929 Ponce De Leon Boulevard Coral Gables, FL 33134 Phone: 305-443-2322 Fax: 305-443-1664 Website: www.ineonline.com Coordinator: Alethes Cole-Smith	Attend: 3,000 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	Hall D, Hall D - All C 2nd Level

Schedule of Events

MBCS Schedule of Events - January-December 2014-2016
 Wednesday, January 1, 2014 - Saturday, December 31, 2016

In/Start/End/Out	Event	Details	Spice
In: 4/4/2014 Start: 4/5/2014 End: 4/6/2014 Out: 4/6/2014	Ash the Experience Workshop (9815) ASH Productions, LLC Braham L. Crane P.O. Box 238 Westtown, PA 19395 Phone: 855-ASH Dance xl 2 Fax: 215-240-4746 Website: www.ashdance.com Coordinator: Paulina Rugg	Attend: 400 Status: Definite Cat: International Class: Corporate Other Type: Meeting	Flamingo 1234, West Pro-Functl
In: 4/5/2014 Start: 4/6/2014 End: 4/6/2014 Out: 4/6/2014	CHEERSPORT Cheerleading Competition (9643) CHEERSPORT Scott Thomas 11010 Monroe Road, Suite B Mathews, NC 28105 Phone: 888-732-3965, ext. 228 Fax: Website: www.cheersport.net Coordinator: Paulina Rugg	Attend: 5,000 Status: Definite Cat: National Class: Athletic/Sports Type: Special Event	Hall C, Room C127
In: 4/5/2014 Start: 4/6/2014 End: 4/10/2014 Out: 4/11/2014	Aala America Spring Tradeshow (10091) Miami Wholesale Expo, Inc. Michael Finocchiero 3438 SW 24 Terrace MIAMI, FL 33145 Phone: 305-262-3200 Fax: 305-403-3029 Website: www.acshow.org Coordinator: Joy Martin	Attend: 5,000 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Hall B, Hall B - First, B Reg Area, Room B32
In: 4/7/2014 Start: 4/7/2014 End: 4/7/2014 Out: 4/7/2014	PDRi Customs Broker Exam (10387) Personnel Decisions Research Institutes, Inc (PDRi) Aisha Moore 1777 N Kent St., Suite 401 Arlington, VA 22209 Phone: 703-276-4680 Fax: Website: www.pdr.com Coordinator: Paulina Rugg	Attend: 114 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Room A101/A105

Schedule of Events

MBCC Schedule of Events - January-December 2014-2016
 Wednesday, January 1, 2014 - Saturday, December 31, 2016

In/Start/End/Out	Event	Attend	Status	Class	Type	Space	
In: 4/9/2014 Start: 4/10/2014 End: 4/10/2014 Out: 4/10/2014	2014 Spring SFI Condo & HOA Expo (9721) L & L Exhibition Management, Inc. Jonathan Lawrence 7809 Southtown Ctr, #200 Bloomington, MN 55431 Phone: 952-881-5030 Fax: 952-881-4272 Website: www.condohoaexpo.com Coordinator: Paulina Rugg	Attend: 1,000	Status: Definite	Cat: Local	Class: Corporate Other	Type: Trade Show	D First Aid, Room D1/2/3/4, Room D233/D234, Room D235/D236, Room D237/D239, Room D240/D241, Palm 1234
In: 4/9/2014 Start: 4/11/2014 End: 4/13/2014 Out: 4/13/2014	Dinosauria Experience (10386) Dinosauria Experience, LLC Lori Adams 120 Denwood Circle Rockville, MD 20906 Phone: 301-294-1640 Fax: Website: www.dinosauriaexperience.com Coordinator: Andrew Cusick	Attend: 5,000	Status: Definite	Cat: National	Class: Corporate Other	Type: Consumer Show	Hall D, D Studio, Room D1/2/3/4
In: 4/11/2014 Start: 4/13/2014 End: 4/13/2014 Out: 4/14/2014	Aging Healthy Fair (10177) Adult Day Care of Miami Beach, Inc. Carlos Gancedo 1245 71 Street Miami Beach, FL 33141 Phone: 305-763-8548 Fax: Website: Coordinator: Andrew Cusick	Attend: 1,000	Status: Definite	Cat: Local	Class: Corporate Health & Medical	Type: Consumer Show	Flamingo 1234
In: 4/15/2014 Start: 4/16/2014 End: 4/18/2014 Out: 4/18/2014	The Impact Conference @ Sustainability (9622) DVK, Inc. John Rosser 3845 Northbrook Drive, Unit F Boulder, CO 80304 Phone: 561-251-9941 Fax: Website: Coordinator: Paulina Rugg	Attend: 500	Status: Definite	Cat: International	Class: Corporate Other	Type: Meeting	Hall A - Second, Hall A - First

Schedule of Events

MBCC Schedule of Events - January-December 2014-2016
 Wednesday, January 1, 2014 - Saturday, December 31, 2016

In/Start/End/Out	Event	Details	Space
In: 4/19/2014 Start: 4/19/2014 End: 4/19/2014 Out: 4/19/2014	The Sole Xchange (10212) TSKC, Inc. Joseph A. Diono 582 Sackett St. Brooklyn, NY 1127 Phone: 347-546-0092 Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 800 Status: Definite Cat: Regional Class: Corporate Other Type: Consumer Show	Flamingo 3,4
In: 4/24/2014 Start: 4/30/2014 End: 5/1/2014 Out: 5/1/2014	Going Global (9104) British Council Jacqui Jenkins 10 Spring Gardens London, SW1A2BN Great Britain Phone: 202-588-7849 Fax: 202-588-7918 Website: www.britishcouncil.org/usa Coordinator: Andrew Cusick	Attend: 1,500 Status: Definite Cat: International Class: Government/Military Type: Convention	Hall B - First, Room A108, Room A109, Room A110, Room A111, Hall B - Second, East Pre-Function, Room A106/A107, Room B112/B113, Room B32, Palm 1234
In: 4/25/2014 Start: 4/25/2014 End: 4/25/2014 Out: 4/25/2014	Southern Dist. of FL Bench and Bar Conf. 2014 (9824) U.S. District Court Federal Bench & Bar Fund Catherine Wade-Babysak 400 N. Miami Ave., Suite 8N09 Miami, FL 33128 Phone: (305) 523-5001 Fax: 305-523-5009 Website: Coordinator: Alethea Cole-Smith	Attend: 800 Status: Definite Cat: Regional Class: Government/Military Type: Meeting	Hall C, Flamingo 3,4, Flamingo 1,2, West Pre-Function, Room D229/D230, Room D231/D232, Room D233/D234, Room D235/D236, Room D237/D239, Room D240/D241, C 2nd Level
In: 4/25/2014 Start: 4/25/2014 End: 4/25/2014 Out: 4/25/2014	Diversity Day/Youth Empowerment Conference (16198) Safe Schools of South Florida, Inc. Melanie Frey P.O. Box 24444 Fort Lauderdale, FL 33307 Phone: 954-729-8435 Fax: 954-828-5716 Website: Coordinator: Paulina Rugg	Attend: 400 Status: Definite Cat: Local Class: Education Type: Meeting	Room A201/A205

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In/Start/End/Out	Event	Details	Spots
In: 4/25/2014 Start: 4/26/2014 End: 4/26/2014 Out: 4/26/2014	Forgiato Fest (10285) Forgiato, Inc. Gary Tegeledi 11951 Wicks Street Sun Valley, CA 91352 Phone: 818-771-9779 Fax: 818-683-1870 Website: www.forgiato.com Coordinator: Joy Martin	Attend: 4,000 Status: Definite Cat: National Class: Corporate Automotive Type: Consumer Show	Hall D, D Studio, Room D1/2/3/4
In: 4/27/2014 Start: 4/27/2014 End: 4/27/2014 Out: 4/27/2014	AIDS Walk Miami - 28th Anniversary (8605) Care Resource Steve Beko 3510 Biscayne Blvd., Suite 300 Miami, FL 33137 Phone: 305-576-1234 Fax: 305-571-2028 Website: www.aidswalkmiami.org Coordinator: Paulina Rugg	Attend: 2,000 Status: Definite Cat: Local Class: Corporate Other Type: Special Event	Flamingo 1234, C First Aid Room C1/2/3/4
In: 4/28/2014 Start: 5/5/2014 End: 5/6/2014 Out: 5/8/2014	EMerge Americas Technology Conference (8343) Emerge Americas, LLC Manuel Medina 2333 Ponce De Leon Blvd, Suite 900 Coral Gables, FL 33134 Phone: 305-340-2589 Fax: 305-961-3500 Website: Coordinator: Paulina Rugg	Attend: 5,000 Status: Definite Cat: International Class: Corporate Other Type: Consumer Show	Hall C, Hall D, Hall A - Second, Hall B - First, Hall A - First, Room C33, Hall B - Second, Room D235/D236, Room D34, C 1st Level, C 2nd Level, D 1st Level, D 2nd Level, Flamingo 1234
In: 5/8/2014 Start: 5/8/2014 End: 5/13/2014 Out: 5/13/2014	The Reconnection Seminars (10607) The Reconnection LLC Lena Michaels P.O. Box 3600 Hollywood, CA 90078 Phone: 323-960-0012 Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 600 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Room A201/A205, Room A208

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In/Start/End/Out	Event	Details	Space
In: 5/8/2014 Start: 5/8/2014 End: 5/10/2014 Out: 5/10/2014	MGLFF Screening (Miami Gay & Lesbian Film) (10389) Miami Gay & Lesbian Film Festival Mark Gilbert 7251 NE 2nd Ave, Suite 107 Miami, FL 33138 Phone: 305-534-9924 Fax: Website: Coordinator: Joy Martin	Attend: 300 Status: Definite Cat: Local Class: Association Regional Type: Consumer Show	Room B118/B122
In: 5/10/2014 Start: 5/15/2014 End: 5/18/2014 Out: 5/19/2014	Miami International Fashion Week (0478) Miami Fashion Week Foundation, Inc. Aaron Perry 9378 NW 8th Circle Plantation, FL 33324 Phone: 954-476-5781 Fax: 954-476-8697 Website: www.miamifashionweek.com Coordinator: Paulina Rugg	Attend: 2,000 Status: Definite Cat: Regional Class: Corporate Other Type: Special Event	Hall D, Hall D - All
In: 5/14/2014 Start: 5/14/2014 End: 5/14/2014 Out: 5/14/2014	NAF Student/Industry Conference (10052) NAF Academy Advisory Boards Lupe Ferran Diaz 1501 NE 2nd Avenue Room 237 Miami, FL 33132 Phone: 305-995-7379 Fax: Website: Coordinator: Andrew Cusick	Attend: 1,500 Status: Definite Cat: Local Class: Education Type: Meeting	Hall B, Hall B - First, Hall B - Second, Hall A - First, Room A201/A205, Flamingo 1234, Room B32, Room C33, Room A208, Room A209, Room C224
In: 5/14/2014 Start: 5/15/2014 End: 5/18/2014 Out: 5/18/2014	17th Annual Pediatric Board Review Course (8855) Vanderbilt Children's Hospital d/b/a Miami Children's Hospital Deise Granada-Villar, M.D. 3100 SW 62nd Avenue Miami, FL 33155 Phone: 305-869-5811 Fax: 305-869-6408 Website: Coordinator: Joy Martin	Attend: 250 Status: Definite Cat: Local Class: Corporate Health & Medical Type: Meeting	Room A201/A202, Room A208/A209, Room A204/A205, East Pre-Functi

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MBCS Schedule of Events - January-December 2014-2016
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In/Start/End/Out	Event	Details	Space
In: 5/16/2014 Start: 5/17/2014 End: 5/17/2014 Out: 5/17/2014	MBSHS Prom 2014 (10108) Centerplate Bruce Townsend 1901 CONVENTION CENTER DR Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Paulina Rugg	Attend: 450 Status: Definite Cat: Local Class: Social Type: Banquet	Room B214/B216
In: 5/17/2014 Start: 5/17/2014 End: 5/17/2014 Out: 5/18/2014	Miami Dance Movement: Summer Workshop (10381) Miami Dance Movement, LLC Jessica Aguir 14521 SW 12th Lane Miami, FL 33184 Phone: 305-992-1565 Fax: Website: Coordinator: Joy Marin	Attend: 400 Status: Definite Cat: Local Class: Athletic/Sports Type: Special Event	Flamingo 3,4
In: 5/19/2014 Start: 5/23/2014 End: 5/26/2014 Out: 5/28/2014	Memorial Day Week-end Meal Program (10407) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 4,500 Status: Definite Cat: Local Class: Social Type: Banquet	Flamingo 1234, Room C127, Hall C, Room C1/2/3/4, C First Aid, West Pre-Functl, Room C225
In: 5/20/2014 Start: 5/20/2014 End: 5/20/2014 Out: 5/20/2014	Autism Today 2014 (10248) GM Autism Foundation, Corp Maurizio Oronzo 5112 SW 151st Place Miami, FL 33185 Phone: 786-470-9134 Fax: Website: www.gmautismfoundation.org Coordinator: Andrew Cusick	Attend: 1,000 Status: Definite Cat: Local Class: Corporate Health & Medical Type: Consumer Show	Palm 1234, D Studio, Room D1/2/3/4

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In/Start/End/Out	Event	Details	Specs
In: 5/21/2014 Start: 5/21/2014 End: 5/26/2014 Out: 5/26/2014	CMB Good Will Ambassador Memorial Day Weekend Staff Training Room (10481) City of Miami Beach Barbara Hawayek 1701 Convention Center Drive MIAMI BEACH, FL 33139 Phone: 305-873-7000, Ext. 6977 Fax: Website: www.miamibeachfl.gov Coordinator: Linda Reid	Attend: 150 Status: Definite Type: Internal	Room C220/C222
In: 5/27/2014 Start: 5/30/2014 End: 6/1/2014 Out: 6/2/2014	South Florida Boat Show (9884) Marine Industries Unlimited, Inc. Brad G. Michael 1000 East Atlantic Boulevard, Suite 217 POMPANO BEACH, FL 33060 Phone: 954-948-6184 Fax: 954-946-6202 Website: www.soffboatshow.com Coordinator: Andrew Cusick	Attend: 5,000 Status: Definite Cat: Local Type: Consumer Show	Hall C, Room C127
In: 5/28/2014 Start: 5/29/2014 End: 6/2/2014 Out: 6/2/2014	NACA Save the Dream Tour (10192) Neighborhood Assistance Corporation of America d/b/a Neighborhood Stabilization Corporation Nia Salandy-Gaskin 3607 Washington Street Jamaica Plain, MA 02130 Phone: 888-302-6222 Fax: Website: www.naca.com Coordinator: Andrew Cusick	Attend: 2,500 Status: Definite Cat: National Class: Corporate Banking & Financial Type: Consumer Show	Palm 1234, Room D233/D234, Room D235/D236, Room D237/D239, Room D240/D241, D Studio, Room D229
In: 5/29/2014 Start: 5/29/2014 End: 5/29/2014 Out: 5/29/2014	Whole Foods Corporate Meeting (10520) Whole Foods Market, Inc. Robert Morgan 1020 Alton Rd. Miami Beach, FL 33139 Phone: 305-938-2800 Fax: Website: Coordinator: Joy Martin	Attend: 250 Status: Definite Cat: Local Class: Corporate Other Type: Meeting	Room C220/C222

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In/Start/End/Out	Event	Details	Space
In: 5/29/2014 Start: 5/29/2014 End: 6/2/2014 Out: 6/2/2014	JP Morgan Chase (10483) JP Morgan Chase Bank, N.A. Kelly A. Dayhoff 7255 Baymeadows Way Jacksonville, FL 32256 Phone: 904-652-7319 Fax: Website: Coordinator: Andrew Cusick	Attend: 30 Status: Definite Cat: National Class: Corporate Banking & Financial Type: Banquet	Room D230
In: 5/30/2014 Start: 5/30/2014 End: 6/1/2014 Out: 6/1/2014	Showcase Miami 2014 (10206) Ico Model Talent Management, Inc Domenic Compasso 2030 South Tryon Street Charlotte, NC 28203 Phone: 800-208-0277 Fax: Website: www.icomodels.com Coordinator: Paulina Rugg	Attend: 300 Status: Definite Cat: National Class: Corporate Other Type: Special Event	Room A201/A205, Room A208/A209, Room A201/A202, Room A204/A205
In: 6/3/2014 Start: 6/4/2014 End: 6/4/2014 Out: 6/4/2014	GMCVB Marketing & Planning Retreat (10295) Greater Miami Convention & Visitors Bureau Ali Bibeau 701 Brickell Ave, Suite 2700 Miami, FL 33131 Phone: 305-539-3055 Fax: Website: Coordinator: Andrew Cusick	Attend: 250 Status: Definite Cat: Local Class: Corporate Other Type: Meeting	Flamingo 3,4, Room C219, Room C220/C222, Room C223/C224, Room C225/C226
In: 6/4/2014 Start: 6/6/2014 End: 6/8/2014 Out: 6/8/2014	World Vapor Expo (10058) World Vapor Expo, LLC Gordon Gerstein 1825 PDL Blvd., Suite 333 Coral Gables, FL 33134 Phone: 800-293-9650 Fax: N/A Website: www.worldvaporexpo.com Coordinator: Joy Martin	Attend: 2,000 Status: Definite Cat: National Class: Corporate Health & Medical Type: Consumer Show	Hall C, Room C127, Room C33, Room C1/2/3/4, Flamingo 1,2

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In/Start/End/Out	Event	Details	Space
In: 6/6/2014 Start: 6/9/2014 End: 6/13/2014 Out: 6/13/2014	LE Miami (9285) LE Miami LTD Serge Dine 1/1 The Shepherds Building West London, W140DA Great Britain Phone: 44-2079374408 Fax: 44-2079374380 Website: www.lemiami.com Coordinator: Paulina Rugg	Attend: 800 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	Hall D, Palm 1234, Room D1/2/3/4, D Studio
In: 6/6/2014 Start: 6/9/2014 End: 6/27/2014 Out: 6/27/2014	New Generation Leadership & Workforce Institute (10393) Unidad of Miami Beach, Inc Raymond Adrian 833 6th Street, 2nd Floor Miami Beach, FL 33139 Phone: 305-532-5350 ext 240 Fax: 305-532-9307 Website: Coordinator: Alethea Cole-Smith	Attend: 300 Status: Definite Cat: Local Class: Education Type: Meeting	Room B112/B113, Room B114/B115, Room B214/B218
In: 6/7/2014 Start: 6/7/2014 End: 6/7/2014 Out: 6/7/2014	Americas Extreme Talent Reality Show Auditions (10420) ICAN Entertainment Gary Springer 1261 SW 46th Ave, Apt. 2002 Pompano Beach, FL 33069 Phone: 409-297-9181 Fax: Website: Coordinator: Joy Martin	Attend: 100 Status: Definite Type: Special Event	Room C223
In: 6/8/2014 Start: 6/8/2014 End: 6/8/2014 Out: 6/8/2014	SoleCon (19263) Solechasers, LLC Terence Pierce 285 Uptown Blvd., Apt 238 Altamonte Springs, FL 32701 Phone: 917-514-8337 Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 900 Status: Definite Cat: Local Class: Athletic/Sports Type: Consumer Show	Flamingo 3,4

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In/Start/End/Out	Event	Details	Space
In: 6/13/2014 Start: 6/19/2014 End: 6/21/2014 Out: 6/22/2014	China Sourcing (8998) Global Source Exhibitions Wendy Lei 22 F., Vita Tower, 29 Wong Chuk Hong Rd Aberdeen, Hong Kong, China Phone: 65 6547 2800 Singapore Fax: Website: www.chinasourcingfair.com Coordinator: Joy Martin	Attend: 8,000 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	Hall C, C 1st Level, Room C1/2/3/4
In: 6/14/2014 Start: 6/17/2014 End: 6/18/2014 Out: 6/18/2014	HostingCon (9473) INET Interactive Tayna Applegate 9100 West Chester Towne Centre Road, Suite 200 West Chester, OH 45069 Phone: 513-322-5983 Fax: 513-322-5601 Website: www.inetinteractive.com Coordinator: Andrew Cusick	Attend: 2,000 Status: Definite Type: Trade Show	Hall D, C Reg Area, D Reg Area, Palm 1234, D Studio, Room D1/2/3/4, D 2nd Level, C 2nd Level, West Pro-Functi, Room C33, Room D34
In: 6/22/2014 Start: 6/23/2014 End: 6/24/2014 Out: 6/24/2014	Hang Suites Tradeshow (10472) Hang Suits, LLC Garnet Reid 4409 Holmer Ave, Suite 150 Orlando, FL 32812 Phone: 617-828-0076 Fax: 407-286-3636 Website: www.hangsuitstradeshow.com Coordinator: Joy Martin	Attend: 200 Status: Definite Cat: National Class: Corporate Retail Type: Consumer Show	Palm 2, D Studio
In: 6/23/2014 Start: 6/25/2014 End: 6/28/2014 Out: 6/28/2014	MASCC/ ISCO 2014 International Cancer Care Symposium (9460) Kenes International Shirley Raphael P.O. Box 58 Ben-Gurion Airport Gurion Airport-Israel, 70100 Israel Phone: 972-3-972-7971 Fax: 972-3-972-7535 Website: www.kenes.com Coordinator: Aletha Cole-Smith	Attend: 1,000 Status: Definite Cat: International Class: Corporate Other Type: Convention	Hall A, Hall A - First, A Reg Area, Hall A - Second, Room B32

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In/Start/End/Out	Event	Details	Space
In: 6/28/2014 Start: 6/28/2014 End: 6/28/2014 Out: 6/28/2014	Rene May Spiritual Conference (10531) Law Offices of Robert Sheldon, LLC Robert Sheldon 3134 Coral Way Coral Gables, FL 33134 Phone: 786-436-1714 Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 500 Status: Definite Cat: Local Class: Religious Type: Consumer Show	Flamingo 4
In: 7/1/2014 Start: 7/3/2014 End: 7/6/2014 Out: 7/7/2014	Florida Supercon (9477) Super Conventions Mike Broder 823 NW 57th Street Ft. Lauderdale, FL 33309 Phone: 954-399-1330 Fax: N/A Website: www.floridasupercon.com Coordinator: Joy Martin	Attend: 19,000 Status: Definite Type: Consumer Show	Hall D, Hall C, C 1st Level, C 2nd Level, D 1st Level, D 2nd Level
In: 7/10/2014 Start: 7/10/2014 End: 7/11/2014 Out: 7/11/2014	MTD Rag & Comedy Show (10281) Miami TakeOver, LLC Wylie Kynard PO Box 78093 Washington, DC 20013 Phone: 954-609-0566 Fax: 202-747-6523 Website: www.themiamitakeover.com Coordinator: Alethea Cole-Smith	Attend: 500 Status: Definite Cat: National Class: Corporate Other Type: Consumer Show	Flamingo 1 Flamingo 4
In: 7/11/2014 Start: 7/19/2014 End: 7/22/2014 Out: 7/24/2014	Swimwear Show 2015 (7407) Swimwear Assn of Florida Judy Stain 8900 SW 117 Ave., Suite C-205 Miami, FL 33186 Phone: 305-596-7889 Fax: 305-596-7713 Website: www.swimshow.com Coordinator: Paulina Matus	Attend: 9,000 Status: Definite Cat: Local Class: Association State Type: Trade Show	Hall C, Hall D, Hall A, Hall B, Hall D - All, Room C33, Room A110/A111, Room D34, C 1st Level

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In: 7/11/2014 Start: 7/11/2014 End: 7/13/2014 Out: 7/13/2014	IDOL Cheer Camp (10470) IDOL of Miami Inc Samantha Nucho 7302 sw 45 st miami, FL 33155 Phone: 305-264-1103 Fax: Website: www.iamcheeranddance.com Coordinator: Andrew Cusick	Attend: 300 Status: Definite Cat: National Class: Athletic/Sports Type: Special Event	Flamingo 3,4, Room C1/2/3/4
In: 7/23/2014 Start: 7/23/2014 End: 7/23/2014 Out: 7/23/2014	CMB Police Training (10489) City of Miami Beach Lori Freedline 1701 Convention Center Drive MIAMI BEACH, FL 33139 Phone: 305-673-7000 Fax: Website: www.miamibeachfl.gov Coordinator: Linda Reid	Attend: 36 Status: Definite Type: Internal	Room C223/C224
In: 7/25/2014 Start: 7/27/2014 End: 7/27/2014 Out: 7/27/2014	Monster Energy DUB Show Tour (10504) DUB Publishing, Inc. John Ramos 11803 Smith Avenue Santa Fe Springs, CA 90670 Phone: 626-336-3821 Fax: 626-369-8579 Website: www.dubmagazine.com Coordinator: Andrew Cusick	Attend: 4,000 Status: Definite Cat: Regional Class: Corporate Automotive Type: Consumer Show	Hall C, Hall B, Room C33, Room C127, Room C1/2/3/4, C First Aid
In: 7/26/2014 Start: 7/26/2014 End: 7/28/2014 Out: 7/28/2014	The SoleXchange (10440) TSXC, Inc. Joseph A. Diano 582 Seckett St. Brooklyn, NY 1127 Phone: 347-546-0092 Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 800 Status: Definite Cat: Regional Class: Corporate Other Type: Consumer Show	Flamingo 3,4

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In: 7/30/2014 Start: 7/30/2014 End: 7/31/2014 Out: 7/31/2014	12th Annual Pregnant Women, Infants, and Toddlers Conference (10459) Community Action & Human Services Yolanda Singleton 701 NW 1st Court, 10th floor Miami, FL 33138 Phone: 786-469-4625 Fax: 786-469-4679 Website Coordinator: Joy Martin	Attend: 300 Status: Definite Cat: Local Class: Government/Military Type: Meeting	Room A101/A105, Room A106/A107, Room A108/A109, Room A110/A111, East Pre-Function
In: 7/30/2014 Start: 7/31/2014 End: 8/1/2014 Out: 8/1/2014	US Marshals Jewelry Auction (10510) Gaston & Sheshan Auctioneers, Inc Jason Rzepiewski 1420 FM 885 Pflugerville, TX 78990 Phone: 512-231-2780 Fax: 512-990-2900 Website: Coordinator: Alethea Cole-Smith	Attend: 500 Status: Definite Cat: National Class: Corporate/Other Type: Consumer Show	Room B11&B122, Room B117
In: 8/1/2014 Start: 8/8/2014 End: 8/9/2014 Out: 8/9/2014	FIME International Medical Expo (8942) Informa Exhibitions US Construction and Real Estate Brad Mandel Level 19, Sheikh Rashid Tower 9428 Dubai Phone: 877-394-9749 Fax: N/A Website: www.fimeshow.com Coordinator: Paulina Rugg	Attend: 10,000 Status: Definite Cat: Regional Class: Corporate Health & Medical Type: Trade Show	Hall A, Hall B, Hall A - First, Hall B - First, Hall C, Hall D, C 1st Level, C 2nd Level, D 1st Level, D 2nd Level, Room A110/A111, Room B112/B113, Room B32, Room C33, Room D34
In: 8/1/2014 Start: 8/1/2014 End: 8/1/2014 Out: 8/1/2014	The Adobe Photoshop Down & Dirty Master FX Tour with Corey Barker (10438) Kelby One Events, LLC Michelle Griffith 118 Douglas Road East Okeechobee, FL 34977 Phone: 813-433-5000 Fax: Website: www.kelbytraining.com Coordinator: Andrew Cusick	Attend: 400 Status: Definite Type: Meeting	Room A201/A205, Room A208/A209

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In: 8/18/2014 Start: 8/18/2014 End: 8/18/2014 Out: 8/18/2014	Art Basel Annual Training (10478) Sign & Display Workers Union - Local 1175 Alan Lichtman 1300 South Andrews Avenue Pompano Beach, FL 33069 Phone: 954-946-9613 Fax: 954-946-9311 Website: Coordinator: Andrew Cusick	Attend: 100 Status: Definite Type: Meeting	Hall A, Room A101/A105
In: 8/20/2014 Start: 8/20/2014 End: 8/20/2014 Out: 8/20/2014	The Setai Job Fair (10617) The Setai Miami Beach Patrick Fernandes 2001 Collins Avenue Miami Beach, FL 33139 Phone: 305-520-6000 Fax: 305-520-6111 Website: Coordinator: Andrew Cusick	Attend: 200 Status: Definite Cat: Local Class: Corporate Other Type: Meeting	Room A110/A111
In: 8/21/2014 Start: 8/21/2014 End: 8/21/2014 Out: 8/21/2014	Andrew Womack Ministries (9997) Mike Butler 850 Elkton Dr. Colorado Springs, CO 80907 Phone: 719-5313056 Fax: 719-6351777 Website: Coordinator: Andrew Cusick	Attend: 800 Status: Definite Cat: National Class: Religious Type: Meeting	Palm 1234, D Studio
In: 8/25/2014 Start: 8/25/2014 End: 9/25/2014 Out: 9/25/2014	Thompson Hotels Job Fair (10579) Thompson Hotels LLC - Nourbese Joseph 530 Bush Street, Suite 501 San Francisco, CA 94018 Phone: 786-801-3472 Fax: Website: thompsonhotels.com Coordinator: Alethea Cole-Smith	Attend: 100 Status: Definite Cat: Local Class: Corporate Other Type: Meeting	Room A208, Room A209

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In/Start/End/Out	Event	Details	Space
In: 8/26/2014 Start: 8/29/2014 End: 9/2/2014 Out: 9/3/2014	Miami Home Design & Remodeling Show (7734) Home Show Management Corp Steve Piodun 1450 Madruga Avenue, Suite 301 Coral Gables FL 33146 Phone: 305-667-9299 Fax: 305-667-3266 Website: www.homeshows.net Coordinator: Paulina Rugg	Attend: 35,000 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Half B, Half C, Room B112/B113, Room C127, Room C123/4
In: 8/27/2014 Start: 8/29/2014 End: 8/31/2014 Out: 9/1/2014	Miami New Construction Show (10275) New Construction Show, LLC Peter Toth 2020 NE 163rd Street #201 North Miami Beach, FL 33162 Phone: 305-209-9880 Fax: Website: www.miaminewconstructionshow.com Coordinator: Alethea Cole-Smith	Attend: 5,000 Status: Definite Cat: National Class: Corporate Real Estate Type: Consumer Show	Half D, D Studio, Palm 1234, Room D1/2/3/4
In: 9/3/2014 Start: 9/3/2014 End: 9/3/2014 Out: 9/3/2014	Reverend May Spiritual Convention (10601) Law Offices of Robert Sheldon, LLC Robert Sheldon 3134 Coral Way Coral Gables, FL 33134 Phone: 786-436-1714 Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 250 Status: Definite Cat: Local Class: Religious Type: Meeting	Room C220/C222, Room C219
In: 9/3/2014 Start: 9/3/2014 End: 9/4/2014 Out: 9/4/2014	Bus Operator Exam (10545) Miami-Dade County Human Resources Department Darryl Stark Ph.D.,SPHR 111 N.W. 1st St, 20th Floor Miami, FL 33128 Phone: 305-375-2696 Fax: Website: Coordinator: Andrew Cusick	Attend: 1,700 Status: Definite Cat: Local Class: Government/Military Type: Meeting	Room A201/A205

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In: 9/3/2014 Start: 9/3/2014 End: 9/3/2014 Out: 9/3/2014	MBCC InCard Anniversary (10551) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website Coordinator: Joy Martin	Attend: 900 Status: Definite Type: Banquet	Palm 1234, D Studio, Room D1/2/3/4
In: 9/6/2014 Start: 9/8/2014 End: 9/10/2014 Out: 9/11/2014	Asia America Tradeshow (9296) Miami Wholesale Expo, Inc. Michael Finocchiaro 3438 SW 24 Terrace MIAMI, FL 33145 Phone: 305-262-3200 Fax: 305-403-3029 Website: www.acsshow.org Coordinator: Joy Martin	Attend: 7,800 Status: Definite Cat: Local Class: Corporate Other Type: Trade Show	Hall A, Hall A - First, A Reg Area
In: 9/10/2014 Start: 9/12/2014 End: 9/12/2014 Out: 9/12/2014	Volunteer Florida 20th Anniversary (10381) Volunteer Florida Janis Timmons 3800 Esplanade Way, Suite 180 Tallahassee, FL 32311 Phone: 850-414-7400 Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 1,000 Status: Definite Cat: National Class: Government/Military Type: Meeting	Hall B - Second, Hall B - First, East Pre-Funct, Room B112/B113
In: 9/11/2014 Start: 9/16/2014 End: 9/17/2014 Out: 9/19/2014	HD Americas (8884) Emerald Expositions Derrick Nelms 1145 Sanctuary Pkwy., Suite 355 Alpharetta, GA 30009 Phone: 770-569-1540 Fax: 770-777-8689 Website: www.emeraldexpositions.com Coordinator: Alethea Cole-Smith	Attend: 3,000 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Hall C, Hall D, Hall C - All, D 1st Level, Room D231/D232, Room D233/D234, Room D235/D236, Room D237/D238, Room D237/D239, Room D238/D239, Room D240/D241, Room D1/2/3/4, Room D34

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In/Start/End/Out	Event	Details	Specs
In: 9/11/2014 Start: 9/11/2014 End: 9/11/2014 Out: 9/11/2014	CM3 Police Leadership Session (10564) City of Miami Beach Lori Freedline 1701 Convention Center Drive MIAMI BEACH, FL 33139 Phone: 306-673-7000 Fax: Website: www.miamibeachfl.gov Coordinator: Linda Reid	Attend: 175 Status: Definite Type: Internal	Palm 1
In: 9/16/2014 Start: 9/18/2014 End: 9/17/2014 Out: 9/17/2014	LexieNexus Risk Solutions "SCORE" Team Meeting (10583) LexieNexus Risk Solutions Brian Hirsch 1000 Alderman Drive Alpharetta, GA 30005 Phone: 561.999.4476 Fax: Website: Coordinator: Paulina Rugg	Attend: 30 Status: Definite Cat: Local Class: Corporate Other Type: Meeting	Room B112/B113
In: 9/16/2014 Start: 9/16/2014 End: 9/16/2014 Out: 9/16/2014	World OutGames Miami 2017 (10622) Centerplate Bruce Townsend 1901 CONVENTION CENTER DR Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Joy Martin	Attend: 300 Status: Definite Type: Banquet	Room B213, Room B214/B218
In: 9/23/2014 Start: 9/23/2014 End: 9/23/2014 Out: 9/23/2014	LGST Visitors Center(Pink Flamingo Event) (10574) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 200 Status: Definite Type: Banquet	Flamingo 4, Flamingo 2, Flamingo 1, Flamingo 3, Room C1/2/3/4, C Lobby

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In: 9/25/2014 Start: 9/27/2014 End: 9/28/2014 Out: 9/28/2014	Jump Dance Convention (9498) Break the Floor Productions Sami Taylor 5446 Satsuma Avenue North Hollywood, CA 91601 Phone: 212-397-3600 Fax: N/A Website: www.breakthefloor.com Coordinator: Paulina Rugg	Attend: 1,600 Status: Definite Cat: National Class: Athletic/Sports Type: Special Event	Hall A, Hall A - First, Room B214/B218, Room A201/A205, Room B210/B211
In: 9/26/2014 Start: 9/27/2014 End: 9/28/2014 Out: 9/28/2014	Miami Spa Aesthetic and Wellness Expo (10480) Miami Spa Aesthetic and Wellness Expo, Inc Mario R. Pi 10 Aragon Ave #814 Coral Gables, FL 33134 Phone: 786-558-5234 Fax: Website: Coordinator: Andrew Cusick	Attend: 2,000 Status: Definite Cat: Local Class: Corporate Health & Medical Type: Consumer Show	Palm 1234, D Studio, Room D1/2/3/4, West Pre-Function
In: 9/26/2014 Start: 9/26/2014 End: 10/16/2014 Out: 10/16/2014	Thompson Hotels Job Fair (10687) Thompson Hotels LLC - Nourbese Joseph 530 Bush Street, Suite 501 San Francisco, CA 94018 Phone: 786-801-3472 Fax: Website: thompsonhotels.com Coordinator: Althea Cole-Smith	Attend: 100 Status: Definite Cat: Local Class: Corporate Other Type: Special Event	Room A208/A209
In: 10/1/2014 Start: 10/2/2014 End: 10/2/2014 Out: 10/2/2014	2014 Fall SFI Condo & HOA Expo (9722) L & L Exhibition Management, Inc. Jonathan Lawrence 7809 Southtown Ctr, #200 Bloomington, MN 55431 Phone: 952-881-5030 Fax: 952-881-4272 Website: www.condohomeexpo.com Coordinator: Joy Martin	Attend: 1,000 Status: Definite Cat: Regional Class: Corporate Real Estate Type: Trade Show	Room D239, Palm 1234, Room D233/D234, Room D235/D236, Room D237/D238, Room D237/D239, Room D240/D241, Room D1/2/3/4, D First Aid

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In/Start/End/Out	Event	Details	Space
In: 10/8/2014 Start: 10/7/2014 End: 10/8/2014 Out: 10/8/2014	HangSuite Tradeshow (10589) Hang Suite, LLC Garnet Reid 4409 Hoher Ave, Suite 150 Orlando, FL 32812 Phone: 617-828-0076 Fax: 407-286-3636 Website: www.hangsuitetradeshow.com Coordinator: Joy Martin	Attend: 200 Status: Definite Cat: National Class: Corporate Retail Type: Trade Show	Room B214/B218, Room B213
In: 10/6/2014 Start: 10/6/2014 End: 10/6/2014 Out: 10/6/2014	PDR Custom Broker Exam (10823) Personal Decisions Research Institutes, Inc (PDR) Asha Moore 1777 N Kent St., Suite 401 Arlington, VA 22209 Phone: 703-278-4680 Fax: Website: www.pdri.com Coordinator: Paulina Rugg	Attend: 114 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Room A101/A105
In: 10/7/2014 Start: 10/11/2014 End: 10/14/2014 Out: 10/15/2014	Jeweler's International Showcase (8494) Jeweler's International Showcase, Inc. Michael Breslow 8421 Congress Avenue, Suite 105 Boca Raton, FL 33487-2858 Phone: 561-998-0205 Fax: 561-998-0209 Website: www.jishow.com Coordinator: Andrew Cusick	Attend: 10,000 Status: Definite Cat: Corporate Retail Type: Trade Show	Hall C, Hall D, Hall A, D Studio, Palm 1234, Room D1/2/3/4, Room D34, D First Aid, C 1st Level
In: 10/11/2014 Start: 10/11/2014 End: 10/11/2014 Out: 10/11/2014	Solefest (10501) Solefest, LLC Michael Irene 911 North Orange Avenue, #527 Orlando, FL 32801 Phone: 954-512-4187 Fax: Website: Coordinator: Paulina Rugg	Attend: 800 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Room B214/B218

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In/Start/End/Out	Event	Details	Space
In: 10/11/2014 Start: 10/11/2014 End: 10/11/2014 Out: 10/11/2014	Hermes Photo Shoot (10675) Social Productions Inc David Radin 718 Luring Dr Glendale, CA 91206 Phone: 213-709-1550 Fax: Website: Coordinator: Andrew Cusick	Attend: 30 Status: Definite Cat: Local Class: Corporate Other Type: Special Event	Room B112/B113
In: 10/15/2014 Start: 10/20/2014 End: 10/22/2014 Out: 10/24/2014	The International Surface Event (9753) Hanley Wood Exhibitions, Inc. Dana Teague 8191 N. State Hwy 161, Suite 500 Irving, TX 75038 Phone: 972-536-6317 Fax: Website: www.hanleywood.com Coordinator: Paulina Rugg	Attend: 5 000 Status: Definite Cat: National Type: Trade Show	Hall C, Hall D, Room D229, Room D230, Hall C - All, Room D231, Room D232, Room D233, Room D234, Room D235, Room D236, D Studio, Room D237, Room D238, Room D239, Room D240 Room D241, 1st Floor Pod, Palm 1234, Room D1/2/3/4, Room D34, D First Aid
In: 10/21/2014 Start: 10/23/2014 End: 10/23/2014 Out: 10/24/2014	The Big Challah Bake (10542) OHR Chaim Congregation, Inc. Robert Shapiro 317 W 47 Street Miami Beach, FL 33140 Phone: 305-674-1326 Fax: 305-672-7870 Website: Coordinator: Joy Marin	Attend: 5,000 Status: Definite Cat: Local Class: Religious Type: Consumer Show	Hall B, Room B112/B113
In: 10/23/2014 Start: 10/25/2014 End: 10/28/2014 Out: 10/26/2014	Coaching Style Seminar (10637) Real Social Dynamics Ally Lyons 8491 West Sunset Blvd, Suite 452 West Hollywood, CA 90069 Phone: 508-380-1343 Fax: Website: Coordinator: Joy Marin	Attend: 100 Status: Definite Cat: National Class: Association National Type: Meeting	Room A108/A109

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In/Start/End/Out	Event	Details	Space
In: 10/25/2014 Start: 10/27/2014 End: 10/28/2014 Out: 10/29/2014	18th America's Food & Beverage Show (7408) World Trade Center Miami, Inc. Charlotte Galloway 1007 North American Way, 5th Floor, Suite 500 Miami, FL 33132 Phone: 305-871-7910 Fax: 305-871-7904 Website: www.americasfoodandbeverage.com Coordinator: Andrew Cusick	Attend: 3,000 Status: Definite Cat: Local Class: Corporate/Other Type: Trade Show	Hall C, Hall C - All
In: 10/31/2014 Start: 11/7/2014 End: 11/16/2014 Out: 11/19/2014	44th Annual South Florida International Auto Show (7444) South Florida Auto-Truck Dealers Association Giff Ray 825 NE 124th Street North Miami, FL 33161 Phone: 305-981-1448 Fax: 305-981-1088 Website: www.sflautoshow.com Coordinator: Joy Martin	Attend: 125,000 Status: Definite Cat: Local Class: Corporate Automotive Type: Consumer Show	Hall D - All, Hall B, Hall C - All, Hall A, C Lobby, D Lobby, Room B114/B:15, Room B116
In: 10/31/2014 Start: 11/1/2014 End: 11/2/2014 Out: 11/3/2014	Miami Dance Movement (9992) Miami Dance Movement, LLC Jessica Aguilar 14521 SW 12th Lane Miami, FL 33184 Phone: 305-992-1565 Fax: Website: Coordinator: Joy Martin	Attend: 400 Status: Definite Cat: Regional Class: Athletic/Sports Type: Special Event	Room B214/B218, Room B210/B211, Room B212/B213
In: 11/2/2014 Start: 11/2/2014 End: 11/2/2014 Out: 11/2/2014	Solefresh & Solechasers Presents: The Sole-Shoe Network (10706) Solechasers, LLC Terence Pierce 285 Uptown Blvd., Apt 238 Altamonte Springs, FL 32701 Phone: 917-514-8337 Fax: Website: Coordinators: Paulina Rugg, Joy Martin	Attend: 800 Status: Definite Cat: Local Class: Athletic/Sports Type: Consumer Show	Room A101/A105

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In/Start/End/Out	Event	Details	Spce
In: 11/6/2014 Start: 11/6/2014 End: 11/6/2014 Out: 11/6/2014	Fire Lieutenant Exam (10584) Miami-Dade County Human Resources Department Darryl Stark Ph.D., SPHR 111 N.W. 1st. St. 20th Floor Miami, FL 33128 Phone: 305-375-2698 Fax: Website: Coordinator: Andrew Cusick	Attend: 300 Status: Definite Cat: Local Class: Corporate Health & Medical Type: Meeting	Room A201/A205
In: 11/6/2014 Start: 11/6/2014 End: 11/6/2014 Out: 11/6/2014	AOHT Advisory Board Meeting (10704) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Paulina Rugg	Attend: 40 Status: Definite Class: Social Type: Banquet	Room B116/B119
In: 11/7/2014 Start: 11/7/2014 End: 11/9/2014 Out: 11/9/2014	Adrenaline Dance Convention & Competition (10232) Adrenaline Dance, Inc. Jeremy Keeton 1900 Industrial Blvd., Suite 204 Colleyville, TX 76034 Phone: 214-750-9229 Ext. 208 Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 600 Status: Definite Cat: Regional Class: Athletic/Sports Type: Special Event	Hall A - Second, Hall B - Second
In: 11/7/2014 Start: 11/7/2014 End: 11/7/2014 Out: 11/7/2014	Affordable Care Act (ACA) Seminar (10683) Fortun Insurance Robert Avedon 385 Palarmo Ave Coral Gables, FL 33134 Phone: 305-445-3535 Fax: 866-415-0825 Website: Coordinator: Andrew Cusick	Attend: 200 Status: Definite Cat: Local Class: Corporate Health & Medical Type: Meeting	Room B116/B122, Room B117, Room B118/B119, Room B121/B122

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In/Start/End/Out	Event	Details	Specs
In: 11/12/2014 Start: 11/13/2014 End: 11/18/2014 Out: 11/18/2014	Mama Gen's School of Womanly Arts (10214) Sarah Granby 191 Chrystie Street, #3R New York, NY 10002 Phone: Fax: Website: www.mamagenas.com Coordinator: Paulina Rugg	Attend: 1,000 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Room B214/B218
In: 11/18/2014 Start: 11/18/2014 End: 11/19/2014 Out: 11/19/2014	Spirit of Commune (10718) Commune Hotels & Resorts, LLC Michael Wisner 530 Bush Street, Suite 501 San Francisco, CA 94018 Phone: 786-801-3472 Fax: Website: thompsonhotels.com Coordinator: Andrew Cusick	Attend: 450 Status: Definite Cat: Local Class: Corporate Other Type: Special Event	Room A101/A105
In: 11/20/2014 Start: 12/3/2014 End: 12/7/2014 Out: 12/12/2014	ART BASEL in Miami Beach (5059) Art Basel U.S. Corp Neuren Bruckmayr 1111 Brickell Avenue, Ste 1700 (RFH) Miami, FL 33131 Phone: 011-41-58-206-2751 Fax: 011-41-58-206-3132 Website: www.artbasel.com Coordinator: Aletha Cole-Smith	Attend: 50,000 Status: Definite Cat: International Class: Education Type: Consumer Show	Hall C, Hall D, Hall A - Second, Hall B - First, Hall A - First, Hall D - All, Hall B - Second, Hall C - All, Hall B - All, Hall A - All, Hall A/B/C/D
In: 12/2/2014 Start: 12/5/2014 End: 12/6/2014 Out: 12/9/2014	World Economic Forum (10755) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Andrew Cusick	Attend: 60 Status: Definite Class: Social Type: Banquet	Room B212/B213

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In/Start/End/Out	Event	Attend	Room
In: 12/4/2014 Start: 12/4/2014 End: 12/4/2014 Out: 12/4/2014	Tata Americas Foundation (10752) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Joy Martin	Attend: 35 Status: Definite Class: Social Type: Banquet	Room B121/B122
In: 12/5/2014 Start: 12/5/2014 End: 12/5/2014 Out: 12/5/2014	Norton Museum of Art (10748) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Paulina Rugg	Attend: 40 Status: Definite Class: Social Type: Banquet	Room A204
In: 12/5/2014 Start: 12/5/2014 End: 12/5/2014 Out: 12/5/2014	Jupiter Island Arts Council (10750) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Paulina Rugg	Attend: 30 Status: Definite Class: Social Type: Banquet	Room A201
In: 12/6/2014 Start: 12/6/2014 End: 12/6/2014 Out: 12/6/2014	UBS - Arts 4 Learning Workshop (10751) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Andrew Cusick	Attend: 40 Status: Definite Class: Social Type: Banquet	Room A205

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In/Start/End/Out	Event	Attend	Room
In: 12/6/2014 Start: 12/6/2014 End: 12/6/2014 Out: 12/6/2014	Washington University in St. Louis (10753) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Andrew Cusick	Attend: 75 Status: Definite Class: Social Type: Banquet	Room B210/B211
In: 12/6/2014 Start: 12/6/2014 End: 12/6/2014 Out: 12/6/2014	John Hopkins Alumni Association (10754) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Andrew Cusick	Attend: 50 Status: Definite Class: Social Type: Banquet	Room B210/B211
In: 12/13/2014 Start: 12/14/2014 End: 12/14/2014 Out: 12/14/2014	Children's Holiday Party (10105) Children's Cancer Caring Center Lee Klein c/o Baptist Children's Hospital, 8940 North Kendall Drive Miami, FL 33176 Phone: 305-932-1606 Fax: 305-932-7757 Website: www.childrenscancercaringcenter.com Coordinator: Paulina Rugg	Attend: 600 Status: Definite Cat: Local Class: Corporate Health & Medical Type: Banquet	Flamingo 1234, C First Aid
In: 12/15/2014 Start: 12/16/2014 End: 12/17/2014 Out: 12/17/2014	NationWide Research/Davis Research (10730) Dispute Dynamics, inc. Lisa Machesney 357 Van Ness Way, Suite 140 Torrance, CA 90501 Phone: 310-328-8081 Fax: Website: www.disputedynamics.com Coordinator: Paulina Rugg	Attend: 200 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Room D239, Room D233/D234, Room D235/D236, Room D237/D238, Room D237/D239

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In: 12/19/2014 Start: 12/20/2014 End: 12/20/2014 Out: 12/20/2014	Wekfest Miami (10115) Wekfest International, LLC Kenneth Li 1580 Oakland Road, JSuite C212 San Jose, CA 95131 Phone: 408-893-4501 Fax: Website: Coordinator: Joy Martin	Attend: 1,500 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Hall C, Room C127, Room C33
In: 12/23/2014 Start: 1/2/2015 End: 1/4/2015 Out: 1/5/2015	Discover the Dinosaurs (10346) Blue Six Media, LLC Sanjay Syst 4660 Churchill Street Shoreview, MN 55126 Phone: Fax: Website: Coordinator: Andrew Cusick	Attend: 15,000 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Hall D, Room D1/2/3/4, D Studio
In: 1/9/2015 Start: 1/9/2015 End: 1/16/2015 Out: 1/16/2015	1 Hotel South Beach Career Event (10778) 1 Hotel South Beach, Inc Tim Nardi 2377 Collins Avenue Miami Beach, FL 33139 Phone: 305-604-1000 Fax: Website: Coordinator: Joy Martin	Attend: 400 Status: Definite Cat: Local Class: Corporate Other Type: Special Event	Fleming 4, Room C219, Room C220/C222, Room D235/D236, Room C223/C224
In: 1/13/2015 Start: 1/15/2015 End: 1/15/2015 Out: 1/15/2015	Small Business Expo 2015 (9702) F&M Stage & Showbiz Expo, LLC Zachary W. Lezberg 3 Columbus Circle, 15th Floor New York, NY 10019 Phone: 212-404-2345 Fax: Website: www.smallbusinessexpo.com Coordinator: Andrew Cusick	Attend: 1,200 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Hall C, Hall C - All

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In: 1/14/2015 Start: 1/18/2015 End: 1/18/2015 Out: 1/19/2015	Progressive Motorcycle Show (10390) Advanstar Communications, Inc Leah Stevens 2501 Colorado Ave, Suite 280 Santa Monica, CA 90404 Phone: 310 857.7319 Fax: 949-271-5633 Website: Coordinator: Alethea Cole-Smith	Attend: 10,000 Status: Definite Cat: National Class: Corporate Automotive Type: Consumer Show	Hall D, D 1st Level, Room D240/D241
In: 1/15/2015 Start: 1/18/2015 End: 1/18/2015 Out: 1/18/2015	FortuneBuilders - Real Estate Insiders Summit - Miami (10702) FortuneBuilders, Inc. Sophia Guymar 4855 Cass St., #214 San Diego, CA 92109 Phone: 858-539-9762 Fax: Website: Coordinator: Paulina Rugg	Attend: 300 Status: Definite Cat: National Class: Corporate Real Estate Type: Meeting	Room A101/A105
In: 1/16/2015 Start: 1/17/2015 End: 1/18/2015 Out: 1/18/2015	MLK Tournament (9627) Palm Beach Juniors Sam Skelton 7567 Overlook Dr. Lakewood, FL 33407 Phone: 561-432-1248 Fax: 561-640-7613 Website: www.palmbeachjrs.com Coordinator: Alethea Cole-Smith	Attend: 4,000 Status: Definite Cat: Regional Class: Athletic/Sports Type: Special Event	Hall C, Room C127, C First Aid
In: 1/16/2015 Start: 1/16/2015 End: 1/16/2015 Out: 1/16/2015	BMW Motorrad-MB009 (10798) BMW of North America, LLC - Motorrad Courtney L. McGuire 250 Chestnut Ridge Road Woodcliff Lake, NJ 07877 Phone: 201-571-5010 Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 25 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Flamingo 4

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In: 1/20/2015 Start: 1/24/2015 End: 1/26/2015 Out: 1/27/2015	Jewelers International Showcase (#515) Jeweler's International Showcase, Inc. Michael Breslow 6421 Congress Avenue, Suite 105 Boca Raton, FL 33487-2858 Phone: 561-998-0205 Fax: 561-998-0209 Website: www.jishow.com Coordinator: Andrew Cusick	Attend: 8,500 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	Hall A, Hall D, D 1st Level, Hall A/D, Room D34
In: 1/21/2015 Start: 1/23/2015 End: 1/24/2015 Out: 1/24/2015	Miami Marathon and Half Marathon Health & Fitness Expo present by the Miami Herald and of Nuevo Life Time Triathlon Series, LLC Javier Sanchez 8879 SW 131 Street MIAMI, FL 33167 Phone: 305-278-8688 Fax: N/A Website: www.lifetimert.com Coordinator: Joy Martin	Attend: 35,000 Status: Definite Cat: Local Class: Athletic/Sports Type: Consumer Show	Hall C, C 1st Level
In: 1/23/2015 Start: 1/23/2015 End: 1/25/2015 Out: 1/25/2015	Intrigue Dance Intensive Convention (10047) Intrigue Dance Intensive Lorraine Aubin 11110 West Oakland Park Blvd. #334 Sunrise, FL 33351 Phone: 954-873-2317 Fax: Website: www.gointrigue.com Coordinator: Joy Martin	Attend: 600 Status: Definite Cat: Local Class: Athletic/Sports Type: Special Event	Room B118/B122, Room B214/B218, Room B212/B213, Room B210/B211
In: 1/25/2015 Start: 1/30/2015 End: 2/3/2015 Out: 2/5/2015	Original Miami Beach Antique Show (#278) Emerald Expositions Beth Coce 10130 Market Street, Suite 9 Naples, FL 34112 Phone: 239-494-5413 Fax: 239-352-6005 Website: www.emeraldexpositions.com Coordinator: Paulina Rugg	Attend: 12,000 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Room D34, Hall D, Room C33, C 1st Level, Hall C, Pod C 1st Level, Room C220/C222, Room C223/C224, Room C225/C226, Room C219, Palm 1234, D Studio, Room D112/3/4, Room D234, Room C221/C222, D First Aid

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In: 1/25/2015 Start: 1/28/2015 End: 1/30/2015 Out: 1/30/2015	ITExpo 2015 (9602) Technology Marketing Corp. Natasha Barbera 800 Connecticut Avenue 1st Floor East Norwalk, CT 06854 Phone: 203-852-6800, Ext. 225 Fax: 203-295-0172 Website: www.itexpo.com Coordinator: Alethea Cole-Smith	Attend: 8,000 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Hall B, Hall A - First, Hall B - First, Hall B - Second, Room B114/B115, Room B32, East Pre-Funct, Room A208, Room A201/A205, Room A209
In: 1/25/2015 Start: 1/28/2015 End: 1/28/2015 Out: 1/29/2015	Xorcom Partner Training (10723) Xorcom Ltd. Ruth Bridger 2 Orange Street Messeg Industrial Park, 20174 Israel Phone: 97249951999 Fax: 97249951968 Website: Coordinator: Alethea Cole-Smith	Attend: 40 Status: Definite Cat: International Class: Corporate Other Type: Meeting	Room D233, Room D234, Room D235
In: 1/27/2015 Start: 1/27/2015 End: 1/27/2015 Out: 1/27/2015	Miami Lunch and Learn (10757) Jenna, Inc Susan Elder 33665 Chester Road Avon, OH 44011 Phone: Fax: Website: Coordinator: Andrew Cusick	Attend: 30 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Room A209, Room A208
In: 2/2/2015 Start: 2/4/2015 End: 2/4/2015 Out: 2/4/2015	Entrepreneur Magazine- Small Business Conference (9957) Entrepreneur Media, Inc Mike Ludlum 2445 McCabe Way, #400 Irvine, CA 92614 Phone: 949-822-5233 Fax: 949-261-7729 Website: www.entrepreneur.com Coordinator: Andrew Cusick	Attend: 700 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Palm 1234, D 2nd Level, Room C228, Room C227

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In: 2/5/2015 Start: 2/12/2015 End: 2/16/2015 Out: 2/19/2015	Miami International Boat Show (5834) National Marine Manufacturers Assn Cathy Rick - Joule 15100 NW 87th Avenue, Suite 205 Miami Lakes, FL 33014 Phone: 954-441-3220 Fax: 954-430-4171 Website: www.miamiboatshow.com Coordinator: Joy Martin	Attend: 80,000 Status: Definite Cat: Regional Class: Association Regional Type: Consumer Show	Hall C, Hall D, Hall A - Second, Hall B - First, Hall A - First, Exhibit Halls, Hall D - All, Hall B - Second, Hall C - All, Hall B - All, Hall A - All, Outside Space
In: 2/19/2015 Start: 2/20/2015 End: 2/22/2015 Out: 2/22/2015	SOBE Wine & Food Festival (10063) Florida International University Debra Lundy 1600 NW 183 Street Miami, FL 33169 Phone: 305-627-1596 Fax: 305-624-1402 Website: www.sobewineandfoodfest.com Coordinator: Alethea Cole-Smith	Attend: 200 Status: Definite Cat: Local Class: Education Type: Special Event	Room A101/A105, Room A106/A107, Room A108/A109, Room A101/A102, Room A104/A105
In: 2/20/2015 Start: 2/28/2015 End: 2/28/2015 Out: 3/2/2015	Graphics of the Americas (8678) Printing Association of Florida, Inc. Adham Fatas 6275 Hazeltine National Dr Orlando, FL 32822 Phone: 407-240-8009 Fax: 407-240-6942 Website: www.goaexpo.com Coordinator: Andrew Cusick	Attend: 20,000 Status: Definite Cat: State Class: Association State Type: Trade Show	Hall B, Hall C, Hall B - All, Hall C - All, Room C33, C Reg Area, Hall B/C
In: 2/20/2015 Start: 2/20/2015 End: 2/20/2015 Out: 2/20/2015	CMB Management Retreat (10777) City of Miami Beach Leslie Rosenfeld 1701 Convention Center Drive MIAMI BEACH, FL 33139 Phone: 305-673-7000 Fax: Website: www.miamibeachfl.gov Coordinator: Linda Reid	Attend: 90 Status: Definite Type: Internal	Room C223/C224

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In/Start/End/Out	Event	Details	Space
In: 2/21/2015 Start: 2/21/2015 End: 2/21/2015 Out: 2/21/2015	Gold Coast Beach Blast (9832) Epic Sport Ventures Samantha Eisold 8679 Santa Barbara Rd, Suite K Elkridge, MD 21075 Phone: 877-322-2310 Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 1,500 Status: Definite Cat: National Class: Athletic/Sports Type: Special Event	Hall B, Room B112/B113
In: 2/25/2015 Start: 2/26/2015 End: 3/1/2015 Out: 3/1/2015	Real Social Dynamics Winter Summit (10670) Real Social Dynamics Aly Lyons 8491 West Sunset Blvd, Suite 452 West Hollywood, CA 90069 Phone: 508-380-1343 Fax: Website: Coordinator: Paulina Rugg	Attend: 300 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Room A101/A105, Room A106/A107
In: 2/26/2015 Start: 3/1/2015 End: 3/2/2015 Out: 3/3/2015	International Congress of Esthetics (7911) Aesthetics Congress Communications Laura Sazo 3929 Ponce De Leon Boulevard Coral Gables, FL 33134 Phone: 305-443-2322 Fax: 305-443-1684 Website: www.iaonline.com Coordinator: Alethea Cole-Smith	Attend: 6,397 Status: Definite Cat: Local Class: Corporate Health & Medical Type: Trade Show	Hall D, D 1st Level, D 2nd Level, C 2nd Level
In: 3/4/2015 Start: 3/4/2015 End: 3/4/2015 Out: 3/4/2015	Orlando Montel's: How to Grow Your Business (10809) Douglas Elliman Joy Parker 1111 Lincoln Road, Suite 805 Miami Beach, FL 33139 Phone: 305.895.8054 Fax: Website: Coordinator: Paulina Rugg	Attend: 300 Status: Definite Cat: Local Class: Corporate Real Estate Type: Meeting	Flamingo 4

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In/Start/End/Out	Event	Details	Space
In: 3/5/2015 Start: 3/7/2015 End: 3/8/2015 Out: 3/8/2015	ASH the Experience Workshop (10063) ASH Productions, LLC Braham L. Crane P O Box 238 Westtown, PA 19385 Phone: 855-ASH Dance xt 2 Fax: 215-240-4748 Website: www.ashdance.com Coordinator: Joy Martin	Attend: 500 Status: Definite Cat: National Class: Corporate Other Type: Special Event	Flamingo 3.4, Flamingo 1,2
In: 3/5/2015 Start: 3/6/2015 End: 3/8/2015 Out: 3/9/2015	Magic: The Gathering Grand Prix (10446) Star City Games Jared Sylva 5728 Williamson Road Roanoke, VA 24012 Phone: 540-767-4263 ext.280 Fax: Website: Coordinator: Joy Martin	Attend: 4,000 Status: Definite Cat: National Class: Corporate Other Type: Consumer Show	Hall D, D Studio
In: 3/6/2015 Start: 3/7/2015 End: 3/8/2015 Out: 3/8/2015	Cloverleaf Invitational (10533) Palm Beach Juniors Sam Skelton 7567 Overlook Dr Lakewood, FL 33407 Phone: 561-432-1248 Fax: 561-640-7813 Website: www.palmbeachjrs.com Coordinator: Aethes Cole-Smith	Attend: 4,000 Status: Definite Cat: Regional Class: Athletic/Sports Type: Special Event	Hall C, Room C127, Hall B, Room B112/B113, C First Aid
In: 3/12/2015 Start: 3/17/2015 End: 3/19/2015 Out: 3/21/2015	Cruise Shipping Miami 2015 (7546) UBMI, Princeton, LLC Marianne Fernnd 300 American Metro Blvd, Suite 125 Hamilton, NJ 08619 Phone: 609-759-4700 Fax: 609-759-4774 Website: www.cruiseshippingevents.com Coordinator: Paulina Rugg	Attend: 10,000 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	Hall A - All, Hall D, Hall C, Hall B, Hall D - All, Hall C - All, Hall B - All, Hall B - First, Room B210/B211, Room B214/B215, Room B214/B216, Room B32

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In/Start/End/Out	Event	Details	Spice
In: 3/23/2015 Start: 3/27/2015 End: 3/30/2015 Out: 3/31/2015	Miami Home Design & Remodeling Show (8808) Home Show Management Corp Steve Plotkin 1450 Madruga Avenue, Suite 301 Coral Gables, FL 33146 Phone: 305-667-9299 Fax: 305-667-3266 Website: www.homeshow.net Coordinator: Andrew Cusick	Attend: 35,000 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Hall B, Hall C, Room B112/B113, Room C127, Room C112/314, Hall A
In: 4/2/2015 Start: 4/2/2015 End: 4/2/2015 Out: 4/2/2015	Safe Schools South Florida Diversity Day (10423) Safe Schools of South Florida, Inc. Melania Frey P.O. Box 24444 Fort Lauderdale, FL 33307 Phone: 954-729-8435 Fax: 561-828-5716 Website: Coordinator: Paulina Rugg	Attend: 400 Status: Definite Cat: Local Class: Education Type: Meeting	Palm 1,2
In: 4/6/2015 Start: 4/6/2015 End: 4/6/2015 Out: 4/6/2015	Miami Beach Gay Pride (10901) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website:	Attend: 200 Status: Definite Class: Social Type: Banquet	Flamingo 4
In: 4/9/2015 Start: 4/14/2015 End: 4/16/2015 Out: 4/18/2015	Aviation Week MRO Americas Conference & Exhibition (8968) Penton Business Media Holdings, LLC, Penton Media, Inc. Lydia Janow 1166 Avenue of the Americas, 10th Floor New York, NY 10036 Phone: 646-257-4553 Fax: 913-514-3828 Website: Coordinator: Jay Martin	Attend: 10,000 Status: Definite Cat: National Class: Association National Type: Trade Show	Hall A, Hall B, Hall C, Hall D, Hall A - All, Hall B - All, Hall C - All, Hall D - All

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In/Start/End/Out	Event	Details	Specs
In: 4/18/2015 Start: 4/18/2015 End: 4/18/2015 Out: 4/18/2015	SoleFest Miami Sneaker Convention Tradeshow (18710) Solefest, LLC Michael Irene 811 North Orange Avenue, #527 Orlando, FL 32801 Phone: 954-512-4187 Fax: Website: Coordinator: Paulina Rugg	Attend: 400 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Flamingo 3,4
In: 4/19/2015 Start: 4/21/2015 End: 4/23/2015 Out: 4/24/2015	Miami Wholesale Show (10087) Miami Wholesale Expo, Inc. Michael Finocchiano 3438 SW 24 Terrace MIAMI, FL 33145 Phone: 305-262-3200 Fax: 305-403-3029 Website: www.acsshow.org Coordinator: Alethea Cole-Smith	Attend: 3,000 Status: Definite Cat: Local Class: Corporate Other Type: Trade Show	Hall B, Hall B - First, B Reg Area, Room 832
In: 4/21/2015 Start: 4/22/2015 End: 4/22/2015 Out: 4/22/2015	2015 Spring SFL Condo & HOA Expo (10289) L & L Exhibition Management, Inc. Jonathan Lawrence 7809 Southtown Ctr, #200 Bloomington, MN 55431 Phone: 952-881-5030 Fax: 952-881-4272 Website: www.condohoaexpo.com Coordinator: Andrew Cusick	Attend: 1,000 Status: Definite Cat: Local Class: Corporate Other Type: Trade Show	Hall D, Room D237, Palm 1234, Room D233/D234, Room D235/D236, Room D238/D239, Room D240/D241, Room D12/3/4, D First Aid
In: 4/22/2015 Start: 4/25/2015 End: 4/27/2015 Out: 4/28/2015	Jeweler's International Showcase (8516) Jeweler's International Showcase, Inc. Michael Breslow 6421 Congress Avenue, Suite 105 Boca Raton, FL 33487-2858 Phone: 561-998-0205 Fax: 561-998-0209 Website: www.jishow.com Coordinator: Andrew Cusick	Attend: 5,000 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	Hall C, C 1st Level, Room C227/C228

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In/Start/End/Out	Event	Details	Space
In: 4/23/2015 Start: 4/24/2015 End: 4/26/2015 Out: 4/29/2015	Fortune Builders Real Estate Seminar (10481) FortuneBuilders, Inc. Sophia Guymer 4655 Cass St., #214 San Diego, CA 92109 Phone: 858-539-9762 Fax: Website: Coordinator: Paulina Rugg	Attend: 200 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Room A101/A105
In: 4/24/2015 Start: 4/24/2015 End: 4/27/2015 Out: 4/27/2015	8th Aikido International Club Seminar Miami Beach 2015 (10532) Marial Fusion LLC Guillermo Gomez 2809 Bird Ave. Suite 1C Miami, FL 33133 Phone: 7862106474 Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 300 Status: Definite Cat: Local Class: Athletic/Sports Type: Special Event	Room B214/B218, Room B212/B213
In: 4/26/2015 Start: 4/26/2015 End: 4/26/2015 Out: 4/26/2015	27th Annual AIDS Walk Miami (10552) Care Resource Rick Siclari 3510 Biscayne Blvd., Suite 300 Miami, FL 33137 Phone: 305-578-1234 Fax: 305-571-2028 Website: www.aidswalkmiami.org Coordinator: Paulina Rugg	Status: Definite Cat: Local Class: Corporate Health & Medical Type: Special Event	Palm 1234, Room D1/2/3/4, D Studio, D First Aid
In: 4/28/2015 Start: 5/4/2015 End: 5/8/2015 Out: 5/7/2015	emerge Americas Technology Conference (9810) Emerge Americas, LLC Manuel Medina 2333 Ponce De Leon Blvd. Suite 900 Coral Gables, FL 33134 Phone: 305-340-2589 Fax: 305-961-3500 Website: Coordinator: Alethea Cole-Smith	Attend: 5,000 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	Hall A, Hall B, Hall C, Hall D, Hall A - First, Hall A - Second, Hall B - First, Hall B - Second, C 1st Level, C 2nd Level, D 1st Level, D 2nd Level, Room C33, Room D34, Room B32

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In/Start/End/Out	Event	Details	Space
In: 5/8/2015 Start: 5/12/2015 End: 5/15/2015 Out: 5/18/2015	Melson & Ojet (9811) Safi Americas, LLC. State of Delaware. c/o Corporation Trust Company Philippe Brocraat 1209 Orange Street Wilmington, DE 19801 Phone: 33 (0) 1 44 29 02 02 Fax: Website: Coordinator: Andrew Cusck	Attend: 6,000 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	Hall C, C 1st Level, C 2nd Level
In: 5/8/2015 Start: 5/8/2015 End: 5/10/2015 Out: 5/10/2015	Velocity Dance Velocity Dance Convention Joe Martin 4821 Lankershim Blvd. F-299 North Hollywood, CA 91601 Phone: 323-692-0802 Fax: Website: Coordinator: Joy Martin	Attend: 400 Status: Definite Cat: National Class: Association Regional Type: Special Event	Room D1/2/3/4, Palm 1234
In: 5/10/2015 Start: 5/14/2015 End: 5/18/2015 Out: 5/17/2015	AARP Life at 50 Conference (9341) American Association of Retired Persons(AARP) Jason Weinstein 801 E Street, NW Washington, DC 20049 Phone: 202-434-2469 Fax: Website: Coordinator: Paulina Rugg	Attend: 8,000 Status: Definite Cat: National Class: Association National Type: Convention	Hall A, Hall B, Hall D, Hall A - All, Hall B - All, Hall D - All
In: 5/19/2015 Start: 5/19/2015 End: 5/20/2015 Out: 5/20/2015	2nd Annual MEGA Student/Industry Conference (10474) NAF Academy Advisory Boards Graylyn Swilley-Woods 1501 NE 2nd Avenue Room 237 Miami, FL 33132 Phone: 305-995-7379 Fax: Website: Coordinator: Joy Martin	Attend: 1,500 Status: Definite Cat: Local Class: Education Type: Meeting	Hall B, Hall A - First, Hall A - Second, Room B32, Room C33

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In/Start/End/Out	Event	Details	Space
In: 5/19/2015 Start: 5/21/2015 End: 5/25/2015 Out: 5/26/2015	Memorial Day Weekend Meal Program (10677) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 4,500 Status: Definite Cat: Local Class: Government/Military Type: Banquet	Hall C, Room C127, Room C225, Room C220/C222, Flamingo 1234, Room C12/3/4 C First Aid
In: 5/26/2015 Start: 5/29/2015 End: 5/31/2015 Out: 6/1/2015	South Florida Boat Show (0911) Manne Industries Unlimited, Inc. Brad G. Michael 1000 East Atlantic Boulevard, Suite 217 POMPANO BEACH, FL 33060 Phone: 954-946-6164 Fax: 954-946-6202 Website: www.softaboatshow.com Coordinator: Andrew Cusick	Attend: 5,000 Status: Definite Cat: Regional Class: Corporate Other Type: Consumer Show	Hall C, Room C127
In: 5/27/2015 Start: 5/29/2015 End: 5/31/2015 Out: 6/1/2015	World Vapor Expo (10539) World Vapor Expo, LLC Gordon Gerstein 1825 PDL Blvd., Suite 333 Coral Gables, FL 33134 Phone: 800-293-9650 Fax: N/A Website: www.worldvaporexpo.com Coordinator: Joy Martin	Attend: 2,000 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Hall A, Room A108/A109, Room A110/A111, Room A109, Room A111
In: 5/29/2015 Start: 5/30/2015 End: 5/30/2015 Out: 5/30/2015	MBSHS Prom 2015 (10703) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Joy Martin	Attend: 400 Status: Definite Class: Social Type: Banquet	Room B214/B218

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In: 6/4/2015 Start: 6/8/2015 End: 6/12/2015 Out: 6/12/2015	LE Miami 2015 (10097) LE Miami LTD Serge Dye 1/1 The Shepherds Building West, Rockley Road London, W140DA Great Britain Phone: 44-2079374408 Fax: 44-2079374380 Website: www.lemiami.com Coordinator: Aethes Cole-Smith	Attend: 1,200 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	Hall D, Room D1/2/3/4, D Studio, Palm 1234
In: 6/6/2015 Start: 6/8/2015 End: 6/6/2015 Out: 6/9/2015	Rene Mey Spiritual Conference (10038) Law Offices of Robert Sheldon, LLC Robert Sheldon 3134 Coral Way Coral Gables, FL 33134 Phone: 786-436-1714 Fax: Website: Coordinator: Paulina Rugg	Attend: 100 Status: Definite Cat: Local Class: Religious Type: Special Event	Room C220/C222, Room C219
In: 6/10/2015 Start: 8/10/2015 End: 6/10/2015 Out: 6/10/2015	Whole Foods Job Fair (10965) Whole Foods Market, Inc Sandy Robinson 1020 Aton Rd. Miami Beach, FL 33139 Phone: 954-499-2061 Fax: Website: Coordinator: Paulina Rugg	Status: Definite Cat: Local Class: Corporate Other Type: Special Event	Room D233/D234, Room D235/D236, Room D237
In: 6/23/2015 Start: 6/25/2015 End: 6/29/2015 Out: 6/29/2015	Florida Supercon (8042) Super Conventions Mike Broder 823 NW 57th Street Ft. Lauderdale, FL 33309 Phone: 954-399-1330 Fax: N/A Website: www.floridasupercon.com Coordinator: Joy Martin	Attend: 19,000 Status: Definite Cat: Regional Class: Corporate Other Type: Consumer Show	Hall D, Hall C, C 1st Level, C 2nd Level, D 1st Level, D 2nd Level, Hall A, Room C33, Room D34

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In/Start/End/Out	Event	Details	Space
In: 7/9/2015 Start: 7/9/2015 End: 7/10/2015 Out: 7/10/2015	Eddie Bryant's SMTO2015 Comedy Fest (10780) Miami TakeOver, LLC Wylie Kynard PO Box 78093 Washington, DC 20013 Phone: 954-609-0566 Fax: 202-747-6523 Website: www.themiamtakeover.com Coordinator: Aletha Cole-Smith	Attend: 500 Status: Definite Cat: National Class: Corporate Other Type: Consumer Show	Fleming 1, Fleming 4
In: 7/9/2015 Start: 7/11/2015 End: 7/11/2015 Out: 7/11/2015	Forgiato Fest (10836) Forgiato, Inc. Nisan Celik 11951 Wicks Street Sun Valley, CA 91352 Phone: 818-771-9779 Fax: 818-683-1870 Website: www.forgiato.com Coordinator: Andrew Cusick	Attend: 2,500 Status: Definite Cat: National Class: Corporate Automotive Type: Consumer Show	Hall D, D Studio, Room D1/2/3/4
In: 7/10/2015 Start: 7/18/2015 End: 7/21/2015 Out: 7/23/2015	Swimwear Show 2016 (8300) Swimwear Assn of Florida Judy Stein 8900 SW 117 Ave., Suite C -205 Miami, FL 33186 Phone: 305-596-7869 Fax: 305-596-7713 Website: www.swimshow.com Coordinator: Joy Martin	Attend: 9,000 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Hall A, Hall D, Hall A - First, Hall D - All, Room C33, D First Afd, D 2nd Level, Palm 1234, D Studio, Hall B, Room A208, Room C127
In: 7/17/2015 Start: 7/17/2015 End: 7/19/2015 Out: 7/19/2015	ALLA TakeOva Miami Dance Convention (10948) BNW Entertainment Company Christine Randolph 2403 Centergate Drive Unit # 201 Miramar, FL 33025 Phone: 786-356-4998 Fax: Website: Coordinator: Aletha Cole-Smith	Attend: 250 Status: Definite Cat: Regional Class: Athletic/Sports Type: Special Event	Hall B - First

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In/Start/End/Out	Event	Details	Space
In: 7/23/2015 Start: 7/24/2015 End: 7/28/2015 Out: 7/28/2015	NACA American Dream Event (10882) Neighborhood Assistance Corporation of America d/b/a Neighborhood Stabilization Corporation Nia Selandy-Gastlin 3807 Washington Street Jamaica Plain, MA 02130 Phone: 888-302-6222 Fax: Website: www.naca.com Coordinator: Andrew Cusick	Attend: 1,250 Status: Definite Cat: National Class: Corporate Banking & Financial Type: Consumer Show	Room D229, D Studio, Palm 1234, Room D233/D234, Room D235/D236, Room D237/D239, Room D240/D241
In: 7/24/2015 Start: 7/24/2015 End: 7/28/2015 Out: 7/28/2015	IDOL Cheer Camp 2015 (10821) IDOL of Miami Inc Samantha Nuche 7302 sw 45 st miami, FL 33155 Phone: 305-264-1103 Fax: Website: www.iamcheeranddance.com Coordinator: Andrew Cusick	Status: Definite Cat: National Class: Athletic/Sports Type: Special Event	Flamingo 3.4 Room C12/3/4
In: 7/30/2015 Start: 7/30/2015 End: 7/30/2015 Out: 7/30/2015	Clark Construction Subcontractor Outreach (11009) Clark Construction Group, LLC Linda Earle 2502 North Rocky Point Drive, Suite 200 Tampa, FL 33607 Phone: 813-838-4424 Fax: 813-207-2078 Website: www.clarkconstruction.com Coordinator: Linda Reid	Attend: 300 Status: Definite Type: Internal	Flamingo 4
In: 7/31/2015 Start: 8/5/2015 End: 8/7/2015 Out: 8/8/2015	FIME International Medical Expo (8943) Informa Exhibitions US Construction and Real Estate Brad Mandell Level 19, Sheikh Rashid Tower 9428 Dubai Phone: 877-394-9749 Fax: N/A Website: www.fimeshow.com Coordinator: Alethea Cole-Smith	Attend: 10,000 Status: Definite Cat: Regional Class: Corporate Health & Medical Type: Trade Show	Hall A, Hall B, Hall C, Hall D, Hall A - First, Hall B - First, Hall C - All, Hall D - All

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In/Start/End/Out	Event	Details	Space
In: 8/3/2015 Start: 8/3/2015 End: 8/12/2015 Out: 8/12/2015	The Mail Job Fair (11018) Commune Hotels & Resorts, LLC Caroline Dyal 530 Bush Street, Suite 501 San Francisco, CA 94018 Phone: Fax: Website: Coordinator: Joy Martin	Attend: 150 Status: Definite Cat: Local Class: Corporate Other Type: Special Event	Room C223/C224, Room A208/A209
In: 8/5/2015 Start: 8/6/2015 End: 8/7/2015 Out: 8/7/2015	Fantasy Sports Expo (10832) Ticonderoga Ventures Marc Lesnick 228 Park Avenue, Suite 32435 New York, NY 10003 Phone: 212-722-1744 Fax: 208-728-6456 Website: www.internetdatingconference.com Coordinator: Andrew Cusick	Attend: 200 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Room B214/B218, Room B212/B213, Room B217/B218
In: 8/11/2015 Start: 8/11/2015 End: 8/12/2015 Out: 8/12/2015	Art Basel Union Training (10913) Sign & Display Workers Union - Local 1175 Alan Lichtman 1300 South Andrews Avenue Pompano Beach, FL 33069 Phone: 954-946-9613 Fax: 954-946-9311 Website: Coordinator: Aletha Cole-Smith	Attend: 100 Status: Definite Type: Meeting	Hall C, Room C220, Room C221, Room C222, Room C220/C222
In: 8/15/2015 Start: 8/15/2015 End: 8/15/2015 Out: 8/15/2015	Solefest Miami Sneaker Convention Tradeshow (10902) Solefest, LLC Michael Irani 911 North Orange Avenue, #527 Orlando, FL 32801 Phone: 954-512-4187 Fax: Website: Coordinator: Joy Martin	Attend: 300 Status: Definite Cat: Local Class: Athletic/Sports Type: Consumer Show	Flamingo 3,4

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In: 8/18/2015 Start: 8/18/2015 End: 8/18/2015 Out: 8/18/2015	Centerplate Vendor Training (10903) Centerplate Bruce Townsend 1901 CONVENTION CENTER DR Miami Beach, FL 33139 Phone: Fax: Website:	Attend: 150 Status: Definite Type: Internal	Palm 1
In: 8/27/2015 Start: 8/27/2015 End: 8/28/2015 Out: 8/28/2015	CMS Wilson Wong Birken Assessment Training (11004) City of Miami Beach Leslie Rosenfeld 1701 Convention Center Drive MIAMI BEACH, FL 33139 Phone: 306-873-7000 Fax: Website: www.miamibeachfl.gov Coordinator: Linda Reid	Attend: 50 Status: Definite Type: Internal	Room D235/D236
In: 8/28/2015 Start: 8/28/2015 End: 8/30/2015 Out: 8/30/2015	Model Talent Showcase (10717) Ice Model Talent Mgmt. Domenic Camposo 1872 Polk Street Hollywood, FL 33020 Phone: 304-998-7713 Fax: Website: www.icemodels.com Coordinators: Andrew Cusick, Rich Feeley	Attend: 300 Status: Definite Cat: National Class: Corporate Other Type: Special Event	Room A204/A205, Room A208/A209, Room A201/A202, Room A201/A205
In: 8/31/2015 Start: 9/4/2015 End: 9/8/2015 Out: 9/9/2015	Miami Home Design & Remodeling Show (8801) Home Show Management Corp Steve Plodkin 1450 Madruga Avenue, Suite 301 Coral Gables, FL 33146 Phone: 305-667-9299 Fax: 305-667-3266 Website: www.homeshow.net Coordinator: Andrew Cusick	Attend: 35,000 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Hall B, Hall C, Room B112/B113, Room C127, Room C1/2/3/4

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In: 9/2/2015 Start: 9/2/2015 End: 9/2/2015 Out: 9/2/2015	Hilton Garden Inn Miami South Beach Job Fair (10984) Hilton Garden Inn Miami South Beach - Royal Polo Martin Mehnert 2940 Collins Avenue Miami Beach, FL 33140 Phone: Fax: Website: www.miamisouthbeach.hg.com Coordinator: Joy Martin	Attend: 300 Status: Definite Cat: Local Class: Corporate Other Type: Special Event	Room C224, Room C223
In: 9/5/2015 Start: 9/5/2015 End: 9/5/2015 Out: 9/5/2015	B'nai Mitzvah (11028) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Joy Martin	Attend: 150 Status: Definite Class: Social Type: Banquet	East Pre-Function
In: 9/9/2015 Start: 9/9/2015 End: 9/11/2015 Out: 9/11/2015	Nautibus Hotel Orientation (11064) Quadrum Miami Beach LLC DBA Nautibus Paulo Ferraz 1825 Collins Avenue Miami Beach, FL 33139 Phone: 305-323-7511 Fax: Website: Coordinator: Joy Martin	Attend: 100 Status: Definite Cat: Local Class: Corporate Other Type: Meeting	Room C225/C226 Room C227
In: 9/11/2015 Start: 9/12/2015 End: 9/12/2015 Out: 9/12/2015	4Life Business Symposium (11001) 4Life Events Samantha Aguiro 9850 South 300 West Sandy, UT 84070 Phone: 801-562-3681 Fax: Website: Coordinator: Alethea Cole-Smith	Attend: 2,000 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Palm 1234, Flamingo 4

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In: 9/24/2015 Start: 9/27/2015 End: 9/29/2015 Out: 9/30/2015	Asia America Trade Show (9541) Miami Wholesale Expo, Inc Michael Finocchiaro 3438 SW 24 Terrace MIAMI, FL 33145 Phone: 305-262-3200 Fax: 305-403-3029 Website: www.acshow.org Coordinator: Joy Martin	Attend: 5,000 Status: Definite Cat: Regional Class: Corporate Other Type: Trade Show	Room B112/B113, Hall B, Room B114/B115, Room B116/B117, Room B118/B122
In: 9/24/2015 Start: 9/26/2015 End: 9/27/2015 Out: 9/27/2015	Jump Dance Convention (9785) Break the Floor Productions Gill Stroming 5446 Satsuma Avenue North Hollywood, CA 91601 Phone: 212-397-3600 Fax: N/A Website: www.breakthefloor.com Coordinator: Paulina Rugg	Attend: 1,600 Status: Definite Cat: National Class: Athletic/Sports Type: Special Event	Hall A - A8, Room B214/B218
In: 9/24/2015 Start: 9/29/2015 End: 9/30/2015 Out: 10/1/2015	BNG Industry Show (10781) Buyer's Industry Guide Gustavo Gonzalez PO Box 297485 Hollywood, FL 33029 Phone: 954-558-1673 Fax: N/A Website: Coordinator: Alethea Cole-Smith	Attend: 5,000 Status: Definite Cat: Local Class: Corporate Other Type: Trade Show	Hall C, Flamingo 1234, Room C127, Room C33, Room C1/2/3/4
In: 9/24/2015 Start: 9/24/2015 End: 9/24/2015 Out: 9/24/2015	Road Show (11054) Douglas Elliman Jay Parker 1111 Lincoln Road, Suite 805 Miami Beach, FL 33169 Phone: 305 895.6054 Fax: Website: Coordinator: Paulina Rugg	Attend: 100 Status: Definite Cat: Local Class: Corporate Real Estate Type: Meeting	Room C224

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In/Start/End/Out	Event	Details	Space
In: 9/29/2015 Start: 9/29/2015 End: 9/30/2015 Out: 9/30/2015	Batch Consultant Summit (11017) LexisNexis Risk Solutions Chelsea Norton 1000 Alderman Drive Alpharetta, GA 30005 Phone: 585-223-8795 Fax: Website: Coordinator: Andrew Cusick	Attend: 30 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Room A111
In: 10/2/2015 Start: 10/2/2015 End: 10/3/2015 Out: 10/3/2015	Amant AutoFest (11088) Elite Wheels Distributors Hamed Mian 8410 Sunstate St Tampa, FL 33634 Phone: 813-673-8393 Fax: Website: www.amantiautofest.com Coordinator: Paulina Rugg	Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Hall D, D Studio, Room D1/2/3/4
In: 10/7/2015 Start: 10/7/2015 End: 10/7/2015 Out: 10/7/2015	PDRJ Customs Broker Exam (11025) Personnel Decisions Research Institutes, Inc (PDRJ) Aisha Moore 1777 N Kent St., Suite 401 Arlington, VA 22209 Phone: 703-278-4680 Fax: Website: www.pdrj.com Coordinator: Andrew Cusick	Attend: 114 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Room A101/A105
In: 10/8/2015 Start: 10/9/2015 End: 11/6/2015 Out: 11/6/2015	Open House Event (11083) Saxony Beach LLC Scott Geraghty 3201 Collins Ave. Miami Beach, FL 33140 Phone: Fax: Website: Coordinator: Linda Reid	Attend: 200 Status: Definite Cat: Local Class: Corporate Other Type: Meeting	Room A108/A109

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In: 10/9/2015 Start: 10/15/2015 End: 10/18/2015 Out: 10/19/2015	Jeweler's International Showcase (6016) Read Exhibition Jordan Tuchband 393 Main Avenue Norwalk, CT 06851 Phone: 203-840-5475 Fax: 203-840-9475 Website: www.readexpo.com Coordinator: Andrew Cusick	Attend: 10,000 Status: Definite Cat: Regional Class: Corporate Other Type: Trade Show	Hall A, Hall C, Hall D, D 1st Level, Palm 1234, Flamingo 1234, D 2nd Level, Room C220/C221, Room C223/C224, C 1st Level
In: 10/10/2015 Start: 10/12/2015 End: 10/14/2015 Out: 10/14/2015	The Chauffeur Driven Tradeshow 2015 (10668) Chauffeur Driven, Inc. Lon Battista 3003 Lincoln Drive West Suite F Marlton, NJ 08053 Phone: 856-334-1990 Fax: 856-231-1808 Website: Coordinator: Alethea Cole-Smith	Attend: 2,000 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Hall B, Room B112/B113
In: 10/13/2015 Start: 10/13/2015 End: 10/15/2015 Out: 10/15/2015	5th Annual Turkish Film Festival (11092) Miami World Cinema Center, Inc. Patrick DeBokay 1401 W Flagler Street Miami, FL 33135 Phone: 305/433-5848 Fax: Website: Coordinator: Robert Urdaht	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Consumer Show	Colony Theater
In: 10/15/2015 Start: 10/15/2015 End: 10/15/2015 Out: 10/15/2015	Health Family Insurance (11095) Health Family Insurance, Inc Roberto Martinez 15280 NW 79 Ct, Suite 103 Miami Lakes, FL 33016 Phone: 305-822-0783 Fax: Website: www.securelifefinancial.com Coordinator: Paulina Rugg	Attend: 600 Status: Definite Cat: Local Class: Corporate Health & Medical Type: Meeting	Room B210/B211, Room B212/B213, Room B214/B218, Room B112/B113, Room B114/B115, Room B116/B117, Room B118/B119

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In/Start/End/Out	Event	Details	Specs
In: 10/17/2015 Start: 10/17/2015 End: 10/17/2015 Out: 10/17/2015	Combinado Argentino De Danza (11119) Miami Dade College Live Arts Jenni Person 1101 SW 104th Street Miami, FL 33178 Phone: 305/237-7729 Fax: Website: Coordinator: Robert Urdahl	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Dance	Colony Theater
In: 10/20/2015 Start: 10/23/2015 End: 10/25/2015 Out: 10/26/2015	Miami New Construction Show (10665) New Construction Show, LLC Anita Funtak 2020 NE 183rd Street #201 North Miami Beach, FL 33162 Phone: 305-646-1461 Fax: Website: Coordinator: Aletha Cole-Smith	Attend: 10,000 Status: Definite Cat: National Class: Corporate Other Type: Consumer Show	Hall D, Palm 1234, Room D112/3/4, D Studio, D 2nd Level, Flamingo 1234
In: 10/21/2015 Start: 10/21/2015 End: 10/25/2015 Out: 10/25/2015	Carrie Zack Events (Wiesfeld) (10889) Barry Wiesfeld Nigel Ayers 5859 Collins Avenue Miami Beach, FL 33140 Phone: 310-922-1168 Fax: Website: Coordinator: Paulina Rugg	Attend: 20 Status: Definite Cat: Local Class: Social Type: Special Event	Room B118/B119
In: 10/22/2015 Start: 10/23/2015 End: 10/23/2015 Out: 10/23/2015	GMCVB Annual Meeting (10990) Greater Miami Convention & Visitors Bureau Al Bibecu 701 Brickell Ave, Suite 2700 Miami, FL 33131 Phone 305-539-3055 Fax: Website: Coordinator: Joy Martin	Attend: 500 Status: Definite Cat: Local Class: Corporate Other Type: Meeting	AB Reg Area, Hall B - Second, East Pre-Function

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In/Start/End/Out	Event	Details	Space
In: 10/23/2015 Start: 10/26/2015 End: 10/27/2015 Out: 10/28/2015	19th America's Food & Beverage Show (8449) World Trade Center Miami Inc Charlotte Gallogly 1007 North American Way, 5th Floor, Suite 500 Miami, FL 33132 Phone: 305-871-7910 Fax: 305-871-7904 Website: www.americasfoodandbeverage.com Coordinator: Andrew Cusick	Attend: 3,000 Status: Definite Class: Corporate Other Type: Trade Show	Hall C, C 1st Level, C 2nd Level, Room C33
In: 10/23/2015 Start: 10/24/2015 End: 10/24/2015 Out: 10/24/2015	Core Power & Shaun T #Everyday Awesome Workout (11007) Fairfit LLC Alex Metos 1001 West Adams Chicago, IL 60607 Phone: Fax: Website: Coordinator: Paulina Rugg	Attend: 600 Status: Definite Cat: Local Class: Athletic/Sports Type: Special Event	Hall B, Room B115/B:17
In: 10/28/2015 Start: 10/29/2015 End: 10/29/2015 Out: 10/29/2015	2015 Fall SFL Condo & HOA Expo (10503) L & L Exhibition Management, Inc. Jonathan Lawrence 7809 Southtown Cir, #200 Bloomington, MN 55431 Phone: 952-881-5030 Fax: 952-881-4272 Website: www.condohouseexpo.com Coordinator: Paulina Rugg	Attend: 1,000 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	D 2nd Level, Palm 1234, Room D1/2/3/4, D First Aid, Hall D
In: 10/29/2015 Start: 11/6/2015 End: 11/15/2015 Out: 11/18/2015	45th Annual South Florida International Auto Show (8778) South Florida Auto-Truck Dealers Association Richard Baker 625 NE 124th Street North Miami, FL 33161 Phone: 305-981-1448 Fax: 305-981-1088 Website: www.sflautoshow.com Coordinator: Joy Martin	Attend: 125,000 Status: Definite Cat: Local Class: Corporate Automotive Type: Consumer Show	Hall D, Hall C, Hall B, Hall A, Hall C - Alt, Room B112/B113, Room B114/B115, Room B116/B117, D 1st Level, Room D229/D230, Room D231/D232, Room D233/D234, Room D235/D236, Room D237/D239, Room D240/D241, Room D1/2/3/4, D Studio, D First Aid

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In/Start/End/Out	Event	Details	Office
In: 10/30/2015 Start: 10/30/2015 End: 11/1/2015 Out: 11/1/2015	Adrenaline Dance Convention (10719) Adrenaline Dance, Inc Jeremy Keaton 1900 Industrial Blvd., Suite 204 Colleyville, TX 76034 Phone: 214-750-9229 Ext. 208 Fax: Website: Coordinator: Paulina Rugg	Attend: 600 Status: Definite Cat: National Class: Athletic/Sports Type: Special Event	Hall A - Second, Hall B - Second
In: 11/5/2015 Start: 11/5/2015 End: 11/5/2015 Out: 11/5/2015	Fire Lieutenant Exam (10843) Miami-Dade County Human Resources Department Darryl Stark Ph.D., SPHR 111 N.W. 1st St. 20th Floor Miami, FL 33128 Phone: 305-375-2698 Fax: Website: Coordinator: Andrew Cusick	Attend: 210 Status: Definite Cat: Local Class: Corporate Other Type: Special Event	Room A201/A205
In: 11/8/2015 Start: 11/8/2015 End: 11/15/2015 Out: 11/15/2015	Dance Safari (11124) Cultural Revival Pauline Antunes Frievault 3485 Chase Ave. Miami Beach, FL 33139 Phone: 786/252-2345 Fax: Website: Coordinator: Robert Urdahl	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Dance	Colony Theater
In: 11/9/2015 Start: 11/9/2015 End: 11/11/2015 Out: 11/11/2015	Caribbean & Americas Gaming Regulation Forum 2015 (11068) International Governance & Risk LTD Christina Savva Unit 4 Ivory Wharf, 4 Elephant Lane Great Britain Phone: 447771744876 Fax: Website: www.govrisk.org Coordinator: Andrew Cusick	Attend: 100 Status: Definite Cat: Regional Class: Government/Military Type: Meeting	Room B210/B211

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In/Start/End/Out	Event	Details	Space
In: 11/10/2015 Start: 11/11/2015 End: 11/15/2015 Out: 11/15/2015	Mama Gena's School of Womanly Arts (10709) Sarah Granby 191 Chrystie Street, #3R New York, NY 10002 Phone: Fax: Website: www.mamagenas.com Coordinator: Paulina Rugg	Attend: 700 Status: Definite Cat: National Class: Corporate Other Type: Meeting	Room A201/A205
In: 11/14/2015 Start: 11/14/2015 End: 11/14/2015 Out: 11/14/2015	"Sanccion Para el Alma" (Healing for the Soul) (11048) Dharma Events LLC Kena Osorio 101 NW 9th Terr, Apt #406 Hillandale, FL 33009 Phone: 786-602-9495 Fax: Website: Coordinator: Paulina Rugg	Attend: 200 Status: Definite Cat: Local Class: Corporate Other Type: Meeting	Room B118/B122, Room B118/B119
In: 11/19/2015 Start: 12/2/2015 End: 12/6/2015 Out: 12/11/2015	Art Basel in Miami Beach (5861) Art Basel U.S. Corp Sven Tresp 1111 Brickell Avenue, Ste 1700 (RFH) Miami, FL 33131 Phone: 011-41-58-206-2751 Fax: 011-41-58-206-3132 Website: Coordinator: Alethea Cole-Smith	Attend: 75,000 Status: Definite Cat: International Class: Corporate Other Type: Consumer Show	Hall C, Hall D, Hall A - Second, Hall B - First, Hall A - First, Hall D - All, Hall B - Second, Hall C - All, D Studio, West Pre-Functl, 1st Floor Pod, Room D1/2/3/4, Room D34, D First Aid, AB Reg Area, 3rd Floor Pod, D 1st Level, D 2nd Level, C Reg Area, D Reg Area
In: 11/19/2015 Start: 11/19/2015 End: 11/19/2015 Out: 11/19/2015	Lama Lecture (11104) Diamond Way Buddhist Center Miami Szabolcs Dobos 1795 SW 3rd Ave. Miami, FL 33129 Phone: Fax: Website: Coordinator: Robert Urdahl	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Special Event	Colony Theater

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In/Start/End/Out	Event	Details	Specs
In: 11/22/2015 Start: 11/22/2015 End: 11/22/2015 Out: 11/22/2015	Opera Scene (11118) New World School of the Arts Theatre Patrice Bailey 300 NE 2nd Avenue MIAMI, FL 33132 Phone: 305-237-3541 Fax: 305-237-3512 Website: Coordinator: Robert Urdahl	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Opera	Colony Theater
In: 11/30/2015 Start: 11/30/2015 End: 12/2/2015 Out: 12/2/2015	I Wonder (11084) Aquamarina Preschool Natalie Montano 7018 SW 3rd Ave. Miami, FL 33130 Phone: 305-860-3979 Fax: Website: Coordinator: Robert Urdahl	Attend: 300 Status: Definite Cat: Local Class: Colony Theater Type: Consumer Show	Colony Theater
In: 11/30/2015 Start: 11/30/2015 End: 12/4/2015 Out: 12/4/2015	Digital Training Session (11189) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website:	Attend: 40 Status: Definite Type: Banquet	Room A201, Room A202
In: 12/3/2015 Start: 12/3/2015 End: 12/3/2015 Out: 12/3/2015	SPBC Jewish Federation (11173) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Paulina Rugg	Attend: 50 Status: Definite Type: Banquet	Room B214, Room B215

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In/Start/End/Out	Event	Details	Space
In: 12/3/2015 Start: 12/3/2015 End: 12/3/2015 Out: 12/3/2015	Tate Americas (11174) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Paulina Rugg	Attend: 35 Status: Definite Type: Banquet	Room B212, Room B213
In: 12/4/2015 Start: 12/4/2015 End: 12/4/2015 Out: 12/4/2015	Art Basel Film (11100) Art Basel US Corp Magdalena Dysli 300 41st Street Suite 214 Miami Beach, FL 33140 Phone: 41.58.206.27.01 Fax: Website: Coordinator: Robert Urdahl	Attend: 300 Status: Definite Cat: Local Class: Colony Theater Type: Film	Colony Theater
In: 12/5/2015 Start: 12/5/2015 End: 12/5/2015 Out: 12/5/2015	Dubuna: Portrait of America (11140) Kiwi Arts Group Robert Rosenberg 20351 SW 256th St Homestead, FL 33031 Phone: 305/566-2019 Fax: Website: Coordinator: Robert Urdahl	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Film	Colony Theater
In: 12/5/2015 Start: 12/5/2015 End: 12/5/2015 Out: 12/5/2015	George Washington University Brunch (11170) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Joy Martin	Attend: 120 Status: Definite Type: Banquet	Room B118, Room B119

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In/Start/End/Out	Event	Details	Space
In: 12/5/2015 Start: 12/5/2015 End: 12/5/2015 Out: 12/5/2015	Art Hong Kong (11172) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Joy Martin	Attend: 100 Status: Definite Type: Banquet	Room A204, Room A205
In: 12/5/2015 Start: 12/5/2015 End: 12/5/2015 Out: 12/5/2015	Cooper Union Reception/Meeting (11178) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Pauline Rugg	Attend: 50 Status: Definite Type: Banquet	Room A201/A202
In: 12/6/2015 Start: 12/6/2015 End: 12/6/2015 Out: 12/6/2015	Holiday Show (11097) AIMM Higher In Motion Dance Renee Rich 4700 Biscayne Blvd. Miami, FL 33137 Phone: 305/751-2229 Fax: Website: Coordinator: Robert Urdahl	Attend: 400 Status: Definite Cat: Local Class: Colony Theater Type: Consumer Show	Colony Theater
In: 12/6/2015 Start: 12/6/2015 End: 12/6/2015 Out: 12/6/2015	Bienal de Arte Presentation (11171) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website: Coordinator: Joy Martin	Attend: 48 Status: Definite Type: Banquet	Room B118, Room B119

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In/Start/End/Out	Event	Attend	Space
In: 12/12/2015 Start: 12/12/2015 End: 12/13/2015 Out: 12/13/2015	Children's Holiday Party (10589) Children's Cancer Caring Center Lee Klein c/o Baptist Children's Hospital, 8940 North Kendall Drive Miami, FL 33176 Phone: 305-932-1608 Fax: 305-932-7757 Website: www.childrenscancercaringcenter.com Coordinator: Paulina Rugg	Attend: 600 Status: Definite Cat: Local Class: Corporate Health & Medical Type: Special Event	Flamingo 1234, C First Aid
In: 12/12/2015 Start: 12/12/2015 End: 12/12/2015 Out: 12/12/2015	A Night With Nicole Henry (11118) Nikings Dennis Ostem 2 S. Biscayne Blvd, Suite 375 Miami, FL 33134 Phone: 305/672-7424 Fax: Website: Coordinator: Robert Urdahl	Attend: 400 Status: Definite Cat: Local Class: Colony Theater Type: Concert	Colony Theater
In: 12/13/2015 Start: 12/13/2015 End: 12/13/2015 Out: 12/13/2015	Marlo Dedivanovic Masterclass (11141) Makeup By Marlo Marina Dedivanovic 1320 York Ave, Suite 24F New York, NY 10021 Phone: 917/577-2332 Fax: Website: Coordinator: Robert Urdahl	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Trade Show	Colony Theater
In: 12/14/2015 Start: 12/14/2015 End: 12/14/2015 Out: 12/14/2015	New World School Music (11120) Patrice Bailey 300 NE 2nd Avenue Miami, FL 33132 Phone: 305/237-3541 Fax: 305-237-3512 Website: Coordinator: Robert Urdahl	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Concert	Colony Theater

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In: 1/5/2016 Start: 1/5/2016 End: 2/8/2016 Out: 2/9/2016	Golem Of Havana (11056) Miami Theater Hub Michel Hausmann 169 E Flagler St PH Miami, FL 33131 Phone: 917/787-7382 Fax: Website: Coordinator: Robert Urdahl	Attend: 300 Status: Definite Cat: Local Class: Colony Theater Type: Consumer Show	Colony Theater
In: 1/8/2016 Start: 1/8/2016 End: 1/10/2016 Out: 1/11/2016	Progressive International Motorcycle Show (10590) Advanstar Communications, Inc Leah Stevens 2501 Colorado Ave, Suite 280 Santa Monica, CA 90404 Phone: 310-857-7319 Fax: 949-271-5633 Website: Coordinator: Alesha Cole-Smith	Attend: 10,000 Status: Definite Cat: National Class: Corporate Automotive Type: Consumer Show	D 1st Level, Hall C, Hall D, Room D237/D239, Room D240/D241
In: 1/12/2016 Start: 1/16/2016 End: 1/18/2016 Out: 1/19/2016	Jeweler's International Showcase (8863) Reed Exhibition Michael Grant 383 Main Avenue Norwalk, CT 06851 Phone: 203-840-5475 Fax: 203-840-9475 Website: www.reedexpo.com Coordinator: Andrew Cusick	Attend: 8,500 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	Hall C, Hall D, D 1st Level, Flamingo 1234, Room C1/2/3/4, C First Aid, D 2nd Level, Palm 2-3 (D129-
In: 1/22/2016 Start: 1/28/2016 End: 2/1/2016 Out: 2/4/2016	Original Miami Beach Antique Show (9529) Emerald Expositions Lori Jenks 1145 Sanctuary Pkwy, Suite 355 Alpharetta, GA 30009 Phone: 770-569-1540 Fax: 770-777-8689 Website: www.emeraldexpositions.com Coordinator: Paulina Rugg	Attend: 12,000 Status: Definite Cat: State Class: Corporate Other Type: Consumer Show	Hall D, Hall C, Flamingo 1234, D 1st Level, Room C220/C222, Room C223/C224, Room C225/C226, Room C219, Room D1/2/3/4, D Studio, Room C1/2/3/4, Room D229/D230, Room C33, Room D233/D234, Room D234, Room C220/C221, C First Aid

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In: 2/5/2016 Start: 2/9/2016 End: 2/10/2016 Out: 2/12/2016	MicroStrategy World 2016 (10685) Microstrategy, Inc. Karen Demer 1850 Towers Crescent Plaza Tysons Center, VA 22182 Phone: 407-898-0908 Fax: Website: Coordinator: Joy Martin	Attend: 2,300 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Hall C, Hall D, Flamingo 1234, C 2nd Level, D 1st Level, Room C1/2/3/4, Room D229/D230, Room D231/D232, Room D233/D234, Room D235/D236, Room D237/D238, Room D240/D241, C First Aid, Room C33
In: 2/12/2016 Start: 2/18/2016 End: 2/20/2016 Out: 2/22/2016	Graphics of the Americas (10250) Printing Association of Florida, Inc. Adham Fakas 6275 Hazertine National Dr Orlando, FL 32822 Phone: 407-240-8009 Fax: 407-240-6942 Website: www.goexpo.com Coordinator: Andrew Cusick	Attend: 5,000 Status: Definite Cat: State Class: Association State Type: Trade Show	Hall D, Hall C, D 1st Level, D 2nd Level, Flamingo 1234, C 2nd Level, Room C1/2/3/4, Room C33, C First Aid
In: 2/12/2016 Start: 2/12/2016 End: 2/13/2016 Out: 2/13/2016	Viva Paris International (11125) Erika Moon Productions Patricia Antunes Frievalt 3485 Chase Ave. Miami Beach, FL 33139 Phone: 786/252-2345 Fax: Website: Coordinator: Robert Urdahl	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Dance	Colony Theater
In: 2/15/2016 Start: 2/15/2016 End: 2/21/2016 Out: 2/21/2016	New World School of the Arts Theatre Patrice Bailey 300 NE 2nd Avenue MIAMI, FL 33132 Phone: 305/237-3541 Fax: 305-237-3512 Website: Coordinator: Robert Urdahl	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Play	Colony Theater

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In: 2/28/2016 Start: 2/28/2016 End: 2/28/2016 Out: 2/28/2016	Il Cavertolo (11195) Florida Opera Prima Kiley Hernandez 500 NW 36th Street, Suite 302 Miami, FL 33127 Phone: 305/345-4869 Fax: Website: Coordinator: Robert Urdaht	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Opera	Colony Theater
In: 2/29/2016 Start: 3/3/2016 End: 3/3/2016 Out: 3/3/2016	Small Business Expo 2016 (10857) Film, Stage & Showbiz Expo LLC Zachary Lezberg 555 6th Ave, Suite 909 New York, NY 10018 Phone 212-404-2345 Fax: Website www.themalbusinessexpo.com Coordinator: Joy Martin	Attend: 1,200 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Hall C, Room C1/2/3/4, C First Aid, C 2nd Level, Flamingo 1234
In: 3/4/2016 Start: 3/5/2016 End: 3/6/2016 Out: 3/6/2016	Cloverleaf (10851) Palm Beach Juniors Sam Skelton 7587 Overlook Dr Lakewood, FL 33407 Phone: 561-432-1248 Fax: 561-640-7613 Website: www.palmbeachjrs.com Coordinator: Aletha Cole-Smith	Attend: 1,000 Status: Definite Cat: National Class: Athletic/Sports Type: Special Event	Hall C, Hall D, C First Aid, D Studio, Flamingo 4
In: 3/4/2016 Start: 3/4/2016 End: 3/5/2016 Out: 3/5/2016	Gotta Dance (11108) M&M American Theatre Works Michael Kessler 1401 Ten Palms Ct. Las Vegas, NV 89117 Phone: Fax: Website: Coordinator: Robert Urdaht	Attend: 300 Status: Definite Cat: Local Class: Colony Theater Type: Dance	Colony Theater

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In: 3/14/2016 Start: 3/18/2016 End: 3/21/2016 Out: 3/22/2016	Miami Home Design & Remodeling Show (6902) Home Show Management Corp Steve Plotkin 1450 Madruga Avenue, Suite 301 Coral Gables, FL 33146 Phone: 305-667-9299 Fax: 305-667-3266 Website: www.homeshow.net Coordinator: Joy Martin	Attend: 35,000 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Hall D, Hall C, D Studio, Room C1/2/3/4, Room D1/2/3/4, Room C223/C224, Room C225/C226, Flamingo 1,2
In: 3/16/2016 Start: 3/16/2016 End: 3/16/2016 Out: 3/16/2016	Centerplate Social Catering (11249) Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website:	Status: Definite Type: Internal	Room D231
In: 3/29/2016 Start: 3/29/2016 End: 3/29/2016 Out: 3/29/2016	Ballet On South Beach (11102) Ballet Etudes of South Florida, Inc. Dominique Eiden 19410 Oakmont Drive Hialeah, FL 33015 Phone: 305/965-3287 Susana Fax: Website: www.balletetudesfla.com Coordinator: Robert Urdahl	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Dance	Colony Theater
In: 3/31/2016 Start: 3/31/2016 End: 4/3/2016 Out: 4/3/2016	MOMENTUM DANCE COMPANY (11116) Deima Isles P.O. BOX 331973, Deima Isles COCONUT GROVE, FL 33233 Phone: 305/858-7002 Fax: Website: Coordinator: Robert Urdahl	Attend: 300 Status: Definite Cat: Local Class: Colony Theater Type: Dance	Colony Theater

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In: 4/1/2016 Start: 4/3/2016 End: 4/5/2016 Out: 4/6/2016	Miami Wholesale Tradeshow (10130) Miami Wholesale Expo, Inc. Michael Finocchiaro 3438 SW 24 Terrace MIAMI, FL 33145 Phone: 305-282-3200 Fax: 305-403-3029 Website: www.acsshow.org Coordinator: Joy Martin	Attend: 3,000 Status: Definite Cat: Local Class: Corporate Other Type: Trade Show	Flamingo 1234, Hall C, Room C1/2/3/4
In: 4/7/2016 Start: 4/9/2016 End: 4/11/2016 Out: 4/12/2016	Jeweler's International Showcases (3912) Reed Exhibition Michael Grant 383 Main Avenue Norwalk, CT 06851 Phone: 203-840-5475 Fax: 203-840-5475 Website: www.reedexpo.com Coordinator: Andrew Cusick	Attend: 5,000 Status: Definite Cat: Regional Class: Corporate Other Type: Trade Show	Hall C, Flamingo 1234 Room C1/2/3/4, C First Aid, Room C219, Room C220/C222, Room C223/C224
In: 4/7/2016 Start: 4/7/2016 End: 4/7/2016 Out: 4/7/2016	Eliszer Amore (11106) MIAMI LYRIC OPERA Raffaele Cardone 3602 ALCANTRA AVENUE Miami, FL 33178 Phone: 305/297-3619 Fax: Website: Coordinator: Robert Urdahl	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Opera	Colony Theater
In: 4/9/2016 Start: 4/9/2016 End: 4/10/2016 Out: 4/10/2016	Eliszer Amore (11107) MIAMI LYRIC OPERA Raffaele Cardone 3602 ALCANTRA AVENUE Miami, FL 33178 Phone: 305/297-3619 Fax: Website: Coordinator: Robert Urdahl	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Opera	Colony Theater

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In/Start/End/Out	Event	Status	Spice
In: 4/13/2016 Start: 4/18/2016 End: 4/19/2016 Out: 4/20/2016	EMerge Americas Technology Conference (10941) EMerge Americas, LLC Xavier Gonzalez 2333 Ponce De Leon Blvd, Suite 900 Coral Gables, FL 33134 Phone: 305-340-2587 Fax: 305-967-3500 Website: www.emergeamericas.com Coordinator: Alethea Cole-Smith	Attend: 6,000 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Hall D, Hall C, Flamingo 1234, C 2nd Level, Room C1/2/3/4, Room C33, C First Aid, D 1st Level, D 2nd Level, Room D1/2/3/4, D Studio, D First Aid, Room C223/C224, Room C220/C222, Room C225/C226, Room C227/C228, Room C219
In: 4/15/2016 Start: 4/15/2016 End: 4/16/2016 Out: 4/16/2016	Teatro Cinema (11128) Miami Dade College Live Arts Jenni Person 1101 SW 104th Street Miami, FL 33176 Phone: 305/237-7729 Fax: Website: Coordinator: Robert Urdahl	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Play	Colony Theater
In: 4/22/2016 Start: 4/22/2016 End: 4/30/2016 Out: 4/30/2016	Miami Gay & Lesbian Film Festival 2016 (11129) MIFo Film Festival Victor Gimenez P.O. Box 530280 Miami, FL 33136 Phone: 305/496-8003 Fax: Website: Coordinator: Robert Urdahl	Attend: 350 Status: Definite Cat: Local Class: Colony Theater Type: Film	Colony Theater
In: 5/1/2016 Start: 5/1/2016 End: 5/1/2016 Out: 5/1/2016	Alice In Wonderland/Into The Woods Jr. (11109) Miami Conservatory of Music, Inc. Brittne Kahlar 2911 Grand Ave, Suite 400A Miami, FL 33133-6029 Phone: 305/442-2283 Fax: Website: Coordinator: Robert Urdahl	Attend: 300 Status: Definite Cat: Local Class: Colony Theater Type: Play	Colony Theater

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In: 5/3/2016 Start: 5/10/2016 End: 5/13/2016 Out: 5/17/2016	Maison & Objet Design Show (9694) Saff Americas, LLC, State of Delaware, c/o Corporation Trust Company Philippe Brocart 1209 Orange Street Wilmington, DE 19801 Phone: +33 (0)1 44 29 02 02 Fax: Website: Coordinator: Andrew Cusick	Attend: 5,000 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	Hall D, Hall C, Palm 1234, C 2nd Level, Flamingo 1234, Room C1/2/3/4, Room C33, C First Aid, D 2nd Level, Room D1/2/3/4, D Studio, D First Aid
In: 5/12/2016 Start: 5/12/2016 End: 5/15/2016 Out: 5/15/2016	Miami Piano Festival (11131) Patrons of Exceptional Artists Giselle Brodeky 20191 E. Country Club Drive, Suite 709 Aventura, FL 33180 Phone: 305/345-7032 Fax: Website: Coordinator: Robert Urdahl	Attend: 150 Status: Definite Cat: Local Class: Colony Theater Type: Concert	Colony Theater
In: 5/18/2016 Start: 5/20/2016 End: 5/22/2016 Out: 5/24/2016	South Florida Boat Show (10996) Marine Industries Unlimited, Inc. Brad G. Michael 1000 East Atlantic Boulevard, Suite 217 POMPANO BEACH, FL 33069 Phone: 954-946-6164 Fax: 954-946-8202 Website: www.soffaboatshow.com Coordinator: Alethea Cole-Smith	Attend: 5,000 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Hall C, Room C1/2/3/4, C First Aid, Flamingo 3.4, Flamingo 1.2, Flamingo 2
In: 5/19/2016 Start: 5/19/2016 End: 5/22/2016 Out: 5/22/2016	La Goyola (11103) BALLET FLAMENCO LA ROSA Lisa Rosa 13126 W. Dixie Hwy North Miami, FL 33161 Phone: 305/899-7730 Fax: Website: www.panmiami.com Coordinator: Robert Urdahl	Attend: 300 Status: Definite Cat: Local Class: Colony Theater Type: Dance	Colony Theater

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In: 5/23/2016 Start: 5/26/2016 End: 5/30/2016 Out: 5/31/2016	CMS - Police Dept. (11337) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website Coordinator: Alethea Cole-Smith	Attend: 500 Status: Definite Type: Banquet	Flamingo 1,2, Flamingo 3,4, West Pre-Functi. Room C220/C222, Room C225
In: 5/25/2016 Start: 6/10/2016 End: 6/12/2016 Out: 6/13/2016	World Vapor Expo (10998) World Vapor Expo, LLC Gordon Gerstein 1825 PDL Blvd., Suite 333 Coral Gables, FL 33134 Phone: 800-293-9850 Fax: N/A Website: www.worldvaporexpo.com Coordinator: Joy Martin	Attend: 3,000 Status: Definite Cat: Regional Class: Corporate Other Type: Trade Show	Hall D, D Studio, Room D1/2/3/4, Palm 1234
In: 6/1/2016 Start: 6/6/2016 End: 6/9/2016 Out: 6/10/2016	LE Miami (9903) LE Miami LTD Serge Dive 1/1 The Shepherds Building West, Rokeley Road London, W140DA Great Britain Phone: 44-2079374408 Fax: 44-2079374380 Website: www.lemiami.com Coordinator: Alethea Cole-Smith	Attend: 1,500 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	Hall C, Flamingo 1234, Room C223/C224, Room C1/2/3/4
In: 8/4/2016 Start: 8/4/2016 End: 8/5/2016 Out: 8/5/2016	Spring Concert (11698) AiMM Higher! in Motion Dance Renee Rich 4700 Biscayne Blvd. Miami, FL 33137 Phone: 305/751-2229 Fax: Website: Coordinator: Robert Urdahl	Attend: 400 Status: Definite Cat: Local Class: Colony Theater Type: Consumer Show	Colony Theater

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In: 6/9/2016 Start: 6/9/2016 End: 6/12/2016 Out: 6/12/2016	Marina (11127) MIAMI LYRIC OPERA Raffaele Cardone 3602 ALCANTRA AVENUE Miami, FL 33178 Phone: 305/297-3619 Fax: Website: Coordinator: Robert Urdahl	Attend: 200 Status: Definite Cat: Local Class: Colony Theater Type: Opera	Colony Theater
In: 6/15/2016 Start: 6/15/2016 End: 6/18/2016 Out: 6/19/2016	26th Anniversary of ABFF (11093) ABFF Ventures Ghana Wilson 260 Madison Avenue 11th Floor New York, NY 10016 Phone: Fax: Website: Coordinator: Robert Urdahl	Attend: 400 Status: Definite Cat: Local Class: Colony Theater Type: Film	Colony Theater
In: 6/29/2016 Start: 7/1/2016 End: 7/4/2016 Out: 7/5/2016	Florida Supercon (10322) Super Conventions Mike Brodar 823 NW 57th Street FL Lauderdale, FL 33309 Phone: 954-399-1330 Fax: N/A Website: www.floridasupercon.com Coordinator: Joy Martin	Attend: 19,000 Status: Definite Cat: Regional Class: Corporate Other Type: Consumer Show	Hall C, Hall D, Flamingo 1234, C 2nd Level, Room C33, D 1st Level, D 2nd Level, Room C1/2/3/4, C First Aid
In: 7/8/2016 Start: 7/18/2016 End: 7/19/2016 Out: 7/21/2016	Swimwear Show 2017 (9452) Swimwear Assn of Florida Judy Stein 8900 SW 117 Ave., Suite C -205 Miami, FL 33186 Phone: 305-596-7889 Fax: 305-596-7713 Website: www.swimshow.com Coordinator: Joy Martin	Attend: 7,500 Status: Definite Cat: International Class: Association State Type: Trade Show	Hall C, Hall D, Room C33, D Studio, Room C1/2/3/4, C First Aid, Room D229/D230, Room D231/D232, Room D233/D234, Room D235/D236, Room D237/D238, Room D237/D239, Room D238/D239, Room D240/D241, Room D1/2/3/4, C 2nd Level, D 1st Level, D 2nd Level, Flamingo 1234

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In: 7/28/2016 Start: 8/2/2016 End: 8/4/2016 Out: 8/8/2016	IME International Medical Expo (9468) informa Exhibitions US Construction and Realestate Lisa Stephens Level 19, Sheikh Rashid Tower 9428 Dubai Phone: +971044072510 Fax: +971043364021 Website: www.informafesciences.com Coordinator: Andrew Cusick	Attend: 10,000 Status: Definite Cat: International Class: Corporate Health & Medical Type: Trade Show	Hall C, Hall D, Flamingo 1234, C 2nd Level, Room C1/2/3/4, Room C33, C First Aid, D 1st Level, D 2nd Level, Palm 1234, D Lobby, West Pre-Function
In: 8/19/2016 Start: 8/21/2016 End: 8/23/2016 Out: 8/24/2016	Aala America Trade Show (8781) Miami Wholesale Expo, Inc. Michael Finocchiaro 3438 SW 24 Terrace MIAMI, FL 33145 Phone: 305-262-3200 Fax: 305-403-3029 Website: www.acshow.org Coordinator: Joy Martin	Attend: 7,800 Status: Definite Cat: Regional Class: Corporate Other Type: Trade Show	Flamingo 1234, Hall C, Room C1/2/3/4
In: 8/29/2016 Start: 9/2/2016 End: 9/8/2016 Out: 9/7/2016	Miami Home Design & Remodeling Show (8804) Home Show Management Corp Steve Plotkin 1450 Madruga Avenue, Suite 301 Coral Gables, FL 33146 Phone: 305-667-8299 Fax: 305-667-3266 Website: www.homeshow.net Coordinator: Andrew Cusick	Attend: 35,000 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Hall D, Hall C, D Studio, Room C1/2/3/4, Room D1/2/3/4, Flamingo 1, 2, Room C223/C224
In: 9/7/2016 Start: 9/10/2016 End: 9/18/2016 Out: 9/21/2016	48th Annual South Florida International Auto Show (8878) South Florida Auto-Truck Dealers Association Cliff Ray 625 NE 124th Street North Miami, FL 33181 Phone: 305-981-1448 Fax: 305-981-1088 Website: www.sfiautoshow.com Coordinator: Joy Martin	Attend: 125,000 Status: Definite Cat: Local Class: Association National Type: Consumer Show	Hall C, Hall D, Flamingo 1234, C 2nd Level, Room C1/2/3/4, C First Aid, D 1st Level, D 2nd Level, Room C33, Room C222, Room C227

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In: 9/20/2016 Start: 9/20/2016 End: 9/24/2016 Out: 9/24/2016	20th Annual Brazilian Film Festival (11121) Inffinito Viviane Spinelli 330 86th Street #6 Miami Beach, FL 33141 Phone: 305/600-3347 Fax: Website: Coordinator: Robert Urdan	Attend: 350 Status: Definite Cat: Local Class: Colony Theater Type: Film	Colony Theater
In: 9/22/2016 Start: 9/22/2016 End: 9/22/2016 Out: 9/22/2016	Union Training for Art Basel (11483) Sign & Display Workers Union - Local 1175 Alan Lichtman 1300 South Andrews Avenue Pompano Beach, FL 33069 Phone: 954-946-9613 Fax: 954-946-9311 Website: Coordinator: Althea Cole-Smith	Attend: 100 Status: Definite Type: Special Event	Hall D, Room D237/D239
In: 9/23/2016 Start: 9/28/2016 End: 9/27/2016 Out: 9/28/2016	20th America's Food & Beverage Show (9493) World Trade Center Miami, Inc. Charlotte Gallogly 1007 North American Way, 5th Floor, Suite 500 Miami, FL 33132 Phone: 305-871-7910 Fax: 305-871-7904 Website: www.americasfoodandbeverage.com Coordinator: Andrew Cusick	Attend: 3,000 Status: Definite Cat: Local Class: Corporate Other Type: Trade Show	Hall C, C 2nd Level, Flamingo 1234, Room C1/2/3/4, C First Aid, Room C33
In: 9/30/2016 Start: 10/5/2016 End: 10/6/2016 Out: 10/8/2016	ICFF Miami (6485) Emerald Expositions Lori Jenks 1145 Sanctuary Pkwy., Suite 355 Alpharetta, GA 30009 Phone: 770-569-1540 Fax: 770-777-9689 Website: www.emeraldexpositions.com Coordinator: Althea Cole-Smith	Attend: 3,000 Status: Definite Cat: National Class: Corporate Other Type: Trade Show	Hall C, Hall D, D Studio, Room C1/2/3/4, Palm 1234, Room D1/2/3/4 C 2nd Level, D 2nd Level, Flamingo 1234

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In: 10/10/2016 Start: 10/14/2016 End: 10/17/2016 Out: 10/18/2016	Jeweler's International Showcase (8077) Reed Exhibition Michael Grant 383 Main Avenue Norwalk, CT 06851 Phone: 203-840-5475 Fax: 203-840-9475 Website: www.reedexpo.com Coordinator: Andrew Cusick	Attend: 10,000 Status: Definite Cat: Regional Class: Corporate Other Type: Trade Show	Hall D, Hall C, D 1st Level, D 2nd Level, Flamingo 1234, Room C1/2/3/4, Room C33, C First Aid, Room C218, Room C220, Room C221, Room C222, Room C223, Room C224, Room C225, Room C226, Room C227, Room C228, Palm 2-3 (D129-
In: 11/17/2016 Start: 11/30/2016 End: 12/4/2016 Out: 12/9/2016	Art Basel in Miami Beach (7897) Art Basel U.S. Corp Maureen Bruckmayer C/O MCH Swiss Exhibition (Basel) LTD, P.O. Box CH-4005 Basel, 33131 Switzerland Phone: 011-41-58-206-2751 Fax: 011-41-58-206-3132 Website: www.artbasel.com Coordinator: Aetha Cole-Smith	Attend: 75,000 Status: Definite Cat: International Class: Corporate Other Type: Consumer Show	Hall A, Hall B, Hall C, Hall D, Hall A - All, AB Reg Area, Hall B - All, C Reg Area, D Reg Area, West Pre-Functi, 1st Floor Pod, 3rd Floor Pod, Flamingo 1234, C 2nd Level, D 1st Level, D 2nd Level, Room D1/2/3/4, D Studio, D First Aid, Room C1/2/3/4, Room C33, C First Aid, C Lobby, D Lobby
In: 11/30/2016 Start: 11/30/2016 End: 11/30/2016 Out: 11/30/2016	MSU (11526) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website:	Attend: 50 Status: Definite Class: Social Type: Banquet	Room D229
In: 12/1/2016 Start: 12/1/2016 End: 12/1/2016 Out: 12/1/2016	Tate Americas (11525) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website:	Attend: 35 Status: Definite Class: Social Type: Banquet	Room C226

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In: 12/2/2016 Start: 12/2/2016 End: 12/2/2016 Out: 12/2/2016	Penn U (11527) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website:	Attend: 50 Status: Definite Class: Social Type: Banquet	Room C227/C228
In: 12/3/2016 Start: 12/3/2016 End: 12/3/2016 Out: 12/3/2016	George Washington University Brunch (11528) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website:	Attend: 120 Status: Definite Class: Social Type: Banquet	Room C227/C228
In: 12/4/2016 Start: 12/4/2016 End: 12/4/2016 Out: 12/4/2016	Cornell (11529) Centerplate Social Catering Bruce Townsend 1901 Convention Center Drive Miami Beach, FL 33139 Phone: Fax: Website:	Attend: 25 Status: Definite Class: Social Type: Banquet	Room C226

Exhibit C
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In: 3/17/2018 Start: 3/21/2018 End: 3/23/2018 Out: 3/24/2018	Tissue World Americas 2018 (10435) UBM Exhibition Singapore Pte Ltd. Agnes Gehot 10 Kallang Avenue, #09-15 Singapore, 339510 Singapore Phone: 65-65920-888 ext 886 Fax: 65-62212282 Website: www.tissueworld.com Coordinator: Aetha Cole-Smith	Attend: 1,500 Status: Definite Cat: International Class: Corporate Other Type: Trade Show	Hall A, Rooms 235/237, Room 235, Room 234, Rooms 230/233, CC A9, Hall B, Rooms 301-302
In: 4/2/2018 Start: 4/6/2018 End: 4/8/2018 Out: 4/10/2018	Miami Home Design & Remodeling Show (8775) Home Show Management Corp Steve Plotkin 1450 Madruga Avenue, Suite 301 Coral Gables, FL 33148 Phone: 305-667-9299 Fax: 305-667-3288 Website: www.homeshow.net Coordinator: Joy Martin	Attend: 40,000 Status: Definite Cat: Local Class: Corporate Other Type: Consumer Show	Hall B, Hall A, Rooms 230/233
In: 4/12/2018 Start: 4/14/2018 End: 4/18/2018 Out: 4/17/2018	Jeweler's International Showcase (9071) Reed Exhibition Michael Grant 383 Main Avenue Norwalk, CT 06851 Phone: 203-840-5475 Fax: 203-840-9475 Website: www.reedexpo.com Coordinator: Andrew Cusick	Attend: 5,000 Status: Definite Cat: Regional Class: Corporate Other Type: Trade Show	Hall A, Rooms 234/237, Rooms 232/233, Rooms 301-302
In: 4/16/2018 Start: 4/16/2018 End: 4/16/2018 Out: 4/16/2018	Senior Bingo (11718) City of Miami Beach Luonda Alarao 1701 Convention Center Drive MIAMI BEACH, FL 33139 Phone: 305-673-7000 Fax: N/A Website: www.miamibeachfl.gov Coordinator: Andrew Cusick	Attend: 500 Status: Definite Type: Internal	CC A9, Rooms 230/231

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In: 4/18/2018 Start: 4/23/2018 End: 4/24/2018 Out: 4/26/2018	emerge America's Technology Conference (10337) Emerge Americas, LLC Xavier Gonzalez 2333 Ponce De Leon Blvd, Suite 900 Coral Gables, FL 33134 Phone: 305-340-2587 Fax: 305-961-3500 Website: www.emergemericas.com Coordinator: Alethea Cole-Smith	5,000	Definite	Hall A, Hall B, Rooms 234/237, Rooms 230/233, CC All, Rooms 301-302
In: 4/26/2018 Start: 4/26/2018 End: 4/26/2018 Out: 4/26/2018	Gala Chair Photoshoot (11720) Miami Beach Convention Center Robert Urdahl 1901 Convention Center Drive MIAMI BEACH, FL 33139 Phone: 786-276-2529 Fax: N/A Website: N/A Coordinator: Joy Martin		Definite Internal	CC All
In: 5/19/2018 Start: 5/19/2018 End: 5/19/2018 Out: 5/19/2018	MSSH Prom 2018 (11703) Miami Beach Senior High School Gusnie Sakowicz 2231 Prairie Avenue Miami Beach, FL 33139 Phone: 767-6087 Fax: Website: Coordinator: Joy Martin	250	Firm Banquet	CC All
In: 6/7/2018 Start: 6/12/2018 End: 6/14/2018 Out: 6/15/2018	LE Miami (10329) LE Miami LTD Serge Divo 1/1 The Shepherdz Building West, Rockley Road London, W140DA Great Britain Phone: 44-2079374408 Fax: 44-2079374380 Website: www.lemiami.com Coordinator: Alethea Cole-Smith	1,500	Definite International Corporate Other Trade Show	Hall A, Rooms 234/237, Hall B, Rooms 301-302

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In: 7/9/2018 Start: 7/13/2018 End: 7/17/2018 Out: 7/19/2018	Swimwear Show 2018 (9776) Swimwear Assn of Florida Judy Stein 8900 SW 117 Ave., Suite C-205 Miami, FL 33186 Phone: 305-596-7889 Fax: 305-596-7713 Website: www.swimshow.com Coordinator: Joy Martin	Attend: 7,500 Status: Definite Cat: International Class: Association State Type: Trade Show	Hall A, Hall B, Rooms 234/237, Rooms 230/233, CC All, Rooms 301-302
In: 9/20/2018 Start: 9/23/2018 End: 9/26/2018 Out: 9/27/2018	American Health Information Management Association Annual Convention & Exhibits (AHIMA) (10198) American Health Information Management Association Aleta Harris 233 N Michigan Ave., Suite 2100 Chicago, IL 60601 Phone: 312-233-1103 Fax: 312-233-1090 Website: www.ahima.org Coordinator: Alethea Cole-Smith	Attend: 4,000 Status: Definite Cat: National Class: Corporate Health & Medical Type: Convention	Hall A, Hall B, Hall C, Hall D, Carl Fisher ABC, CF West Rooms, CF East Rooms, Rooms 230/233, CC All, Rooms 212/227, Rooms 201/211, Sunset A-D, Ocean Drive A-H, Lincoln Rd A-H, Rooms 105/108, Rooms 101/104, Rooms 234/237
In: 9/28/2018 Start: 10/5/2018 End: 10/13/2018 Out: 10/15/2018	48th Annual South Florida International Auto Show (9018) South Florida Auto-Truck Dealers Association Richard Baker 825 NE 124th Street North Miami, FL 33181 Phone: 305-961-1448 Fax: 305-961-1068 Website: www.sflautoshow.com Coordinator: Joy Martin	Attend: 125,000 Status: Definite Cat: Local Class: Association National Type: Consumer Show	Hall B, Hall A, Rooms 234/237, Rooms 230/233, CC All, Rooms 301-302, Hall C, Hall D, Ocean Drive A-H
In: 9/29/2018 Start: 10/1/2018 End: 10/2/2018 Out: 10/3/2018	22nd America's Food & Beverage Show (10334) World Trade Center Miami, Inc Charlotte Gallogly 1007 North American Way, 5th Floor, Suite 500 Miami, FL 33132 Phone: 305-871-7910 Fax: 305-871-7904 Website: www.americasfoodandbeverage.com Coordinator: Andrew Cusick	Attend: 3,000 Status: Definite Cat: Local Class: Corporate Other Type: Trade Show	Hall D, Rooms 234/237, Rooms 230/233, Lincoln Rd A-H, Rooms 301-302

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In: 10/16/2018 Start: 10/19/2018 End: 10/22/2018 Out: 10/23/2018	Jeweler's International Showcase (9672) Reed Exhibition Michael Grant 383 Main Avenue Norwalk, CT 06851 Phone: 203-840-5475 Fax: 203-840-9475 Website: www.reedexpo.com Coordinator: Andrew Cusick	Attend: 10,000 Status: Definite Cat: Regional Class: Corporate Other Type: Trade Show	Hall C, Hall D, Hall A, Hall B, Rooms 230/233, Rooms 234/237, Rooms 301-302
In: 10/23/2018 Start: 10/24/2018 End: 10/25/2018 Out: 10/25/2018	CMB Climate Summit (11486) City of Miami Beach Margarita Wells 1701 Convention Center Drive MIAMI BEACH, FL 33139 Phone: 305-673-7000 Fax: 305-673-7782 Website: www.miamibeachfl.gov Coordinator: Joy Martin	Attend: 600 Status: Firm Cat: Regional Type: Meeting	Rooms 230/233, CC All, Rooms 234/237, Rooms 212/227, Rooms 201/211, Rooms 301-302, Lincoln Rd A-H, Ocean Drive A-H, Carl Fisher A, CF East Rooms
In: 10/29/2018 Start: 10/31/2018 End: 11/3/2018 Out: 11/4/2018	24th Congress of ISAPS (Intl Society of Aesthetic Plastic Surgery) (9653) International Society of Aesthetic Plastic Surgery (ISAPS) Catherine Foss 45 Lyme Road, Suite 304 Hanover, NH 03755 Phone: 603-643-2325 Fax: 603-643-1444 Website: Coordinator: Alethea Cole-Smith	Attend: 4,000 Status: Definite Cat: National Class: Corporate Health & Medical Type: Convention	Hall A, Ocean Drive A-H, Carl Fisher ABC, CF West Rooms, CF East Rooms, Room A201/A205, Rooms 234/237, Sunset A-D
In: 11/8/2018 Start: 11/7/2018 End: 11/17/2018 Out: 11/17/2018	CA World (11163) CA, Inc. Mark Seymour 520 Madison Ave, 22nd Floor New York, NY 10022 Phone: 800-225-5224 Fax: 212-310-8222 Website: www.ca.com Coordinator: Joy Martin	Attend: 5,000 Status: Definite Cat: National Class: Corporate Other Type: Convention	Hall A, Hall B, Hall C, Hall D, Ocean Drive A-H, Lincoln Rd A-H, Rooms 105/108, Rooms 101/104, Carl Fisher ABC, CF West Rooms, CF East Rooms, Rooms 234/237, Rooms 230/233, CC All, Rooms 212/227, Rooms 201/211

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In: 11/19/2018 Start: 12/5/2018 End: 12/9/2018 Out: 12/16/2018	Art Basel in Miami Beach (10158) Art Basel U S Corp Maureen Bruckmayr 1111 Brickell Avenue Ste 1700 (RFH) Miami, FL 33131 Phone: 011-41-58-206-2751 Fax: 011-41-58-206-3132 Website: www.artbasel.com Coordinator: Andrew Cusick	Attend: 77,000 Status: Firm Cat: International Class: Corporate Other Type: Consumer Show	Hall C, Hall D, Hall A, Hall B, Rooms 230/233, CC All, Rooms 234/237, CF All BK Rms, Rooms 301-302, Sunset A-D, 2nd E/W Rms, CF Club House, Lincoln Rd A-H, Ocean Drive A-H, Rooms 105/108, Rooms 101/104, Carl Fisher ABC
In: 1/16/2019 Start: 1/19/2019 End: 1/20/2019 Out: 1/21/2019	MBCC Gala and Community Open House (11698) Miami Beach Convention Center Robert Urdahl 1901 Convention Center Drive MIAMI BEACH, FL 33139 Phone: 785-276-2629 Fax: N/A Website: N/A Coordinator: Aledoa Cole-Smith	Status: Definite Type: Internal	Hall A, Hall B, Hall C, Hall D, Ocean Drive A-H, Lincoln Rd A-H, 2nd E/W Rms, Rooms 101/104, Rooms 105/108, Carl Fisher ABC, CF All BK Rms, Rooms 301-302, Sunset A-D, CF Club House
In: 3/19/2019 Start: 3/26/2019 End: 3/28/2019 Out: 3/30/2019	IDEA 2019 (9422) INDA Association of the Nonwoven Fabrics Industry Lori Ladford Reynolds 1100 Crescent Green, Suite 115 Cary, NC 27518 Phone: 919-233-1210 Fax: 919-233-2382 Website: www.inda.org Coordinator: Joy Martin	Attend: 10,000 Status: Definite Cat: National Class: Association National Type: Convention	Hall C, Hall D, Hall A, Hall B, Rooms 230/233, CC All, Rooms 234/237, Rooms 212/227, Rooms 201/211, Lincoln Rd A-H, Ocean Drive A-H, CF West Rooms, Rooms 105/108, Rooms 101/104, Carl Fisher ABC, CF East Rooms
In: 4/4/2019 Start: 4/9/2019 End: 4/11/2019 Out: 4/13/2019	2019 Seastrade Cruise Global Annual Meeting (9927) UBM LLC, a Delaware limited liability company Marianne Ferrandi-Revoir 2 Penn Plaza, 15th Floor New York, NY 10121 Phone: 212-600-3260 Fax: 212-600-3232 Website: www.seastradecruiseglobal.com Coordinator: Andrew Cusick	Attend: 10,000 Status: Firm Cat: National Class: Corporate Other Type: Trade Show	Hall C, Hall D, Hall A, Hall B, Rooms 230/233, CC All, Rooms 234/237, Room 226, Room 227, Rooms 224/225, Rooms 222/223, Rooms 218/219, Rooms 201/211, Room 214, Room 215, Rooms 212/213, Rooms 301-302, Lincoln Rd A-H, Ocean Drive A-H, CF West Rooms, Rooms 105/108, Rooms 219/221, Rooms 101/104, Carl Fisher BC, CF East Rooms

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MBCC Schedule of Events - 2018-2019

Monday, January 1, 2018 - Tuesday, December 31, 2019

In/Start/End/Out	Event	Details	Space
In: 5/17/2019 Start: 5/19/2019 End: 5/22/2019 Out: 5/22/2019	VeevaON Conference (11254) Veeva Software Corporation Tracy Bearden 2520 Northwinds Parkway, Suite 600 Alpharetta, GA 30009 Phone: 678-330-2650 Fax: N/A Website: www.veeva.com Coordinator: Andrew Cusick	Attend: 3,000 Status: Definite Cat: National Class: Corporate Other Type: Convention	Hall A, Carl Fisher ABC, Ocean Drive A-H, CF West Rooms, CF East Rooms, Rooms 203/205, Rooms 201/202, Room 234
In: 6/3/2019 Start: 6/9/2019 End: 6/12/2019 Out: 6/13/2019	MDRT Annual Meeting (8061) Million Dollar Round Table Jeanne Malone 325 W Touhy Ave Park Ridge IL 60068 Phone: 847-993-4953 Fax: 847-518-8921 Website: www.mdrtd.org Coordinator: Andrew Cusick	Attend: 12,000 Status: Definite Cat: National Class: Corporate Other Type: Convention	Hall C, Hall D, Hall A, Hall B, Rooms 230/233, CC All, Rooms 234/237, Rooms 226/227, Rooms 224/225, Rooms 222/223, Room 221, Room 218, Rooms 218/217, Rooms 214/215, Rooms 212/213, Rooms 301-302, Sunset A-D, Lincoln Rd A-H, Ocean Drive A-H, Rooms 103/104, CF West Rooms, Room 105/108, Rooms 219/220, Room 211, Room 208, Room 207, Room 206, Rooms 209/210, Rooms 203/205, Rooms 201/202, Rooms 101/102, Carl Fisher ABC, CF East Rooms
In: 10/12/2019 Start: 10/16/2019 End: 10/17/2019 Out: 10/18/2019	Burger King Restaurant Owners Conferences (11272) Burger King Corporation Patrick McGrade 5505 Blue Lagoon Drive MIAMI, FL 33126 Phone: 305-378-7882 Fax: N/A Website: www.rbi.com Coordinator: Alethea Cole-Smith	Attend: 1,200 Status: Definite Cat: International Class: Corporate Other Type: Convention	Hall A, Hall B, Carl Fisher ABC, CF West Rooms, CF East Rooms, Ocean Drive A-H, Rooms 234/237, Rooms 203/205, Rooms 201/202
In: 10/12/2019 Start: 10/12/2019 End: 10/25/2019 Out: 10/26/2019	Restaurant Brands International Burger King/Tim Horton/Popeyes Owners Conferences*See Events #1 Restaurant Brands International US Services, LLC Patrick McGrade 226 Wycroft Road Oakville, ON L6K3X7 Canada Phone: 705-772-7279 Fax: N/A Website: www.rbi.com Coordinator: Alethea Cole-Smith	Attend: 2,400 Status: Definite Cat: International Class: Corporate Other Type: Convention	Hall C, Hall A, Hall B, Rooms 234/237, Lincoln Rd A-H, Ocean Drive A-H, CF West Rooms, Rooms 203/205, Rooms 201/202, Rooms 101/104, Carl Fisher ABC, CF East Rooms

Schedule of Events

MBCC Schedule of Events - 2018-2019

Monday, January 1, 2018 - Tuesday, December 31, 2019

In/Start/End/Out	Event	Details	Space
In: 10/19/2019 Start: 10/22/2019 End: 10/23/2019 Out: 10/25/2019	Tim Hortons Restaurant Owners Conference (11519) Tim Hortons Patrick McGrade 226 Wyecraft Rd Oakville, ON L6K3K7 Canada Phone: 705-722-7279 Fax: N/A Website: www.rbi.com Coordinator: Alethea Cole-Smith	Attend: 1,200 Status: Definite Cat: International Class: Corporate Other Type: Convention	Hall A, Hall B, Rooms 234/237, Ocean Drive A-H, CF West Rooms, Rooms 203/205, Rooms 201/202, Carl Fisher ABC, CF East Rooms
In: 10/21/2019 Start: 10/24/2019 End: 10/25/2019 Out: 10/26/2019	Popayas Restaurant Owners Conference (11545) Popayas Louisiana Kitchen Carolyn Jacoby Clark c/o AEXP 73 Barnie Terrace Barns, ON Canada Phone: 705-722-7279 Fax: N/A Website: www.rbi.com Coordinator: Alethea Cole-Smith	Attend: 2,000 Status: Definite Cat: International Class: Corporate Other Type: Convention	Hall C, Carl Fisher ABC, Lincoln Rd A-H, Rooms 101/104
In: 10/29/2019 Start: 11/6/2019 End: 11/7/2019 Out: 11/9/2019	CA World (11162) CA, Inc. Mark Seymour 520 Madison Ave, 22nd Floor New York, NY 10022 Phone: 800-225-5224 Fax: 212-310-6222 Website: www.ca.com Coordinator: Joy Martin	Attend: 5,000 Status: Definite Cat: National Class: Corporate Other Type: Convention	Hall C, Hall D, Hall A, Hall B, Rooms 230/233, CC All, Rooms 234/237, Rooms 212/227, Rooms 201/211, Lincoln Rd A-H, Ocean Drive A-H, CF West Rooms, Rooms 105/106, Rooms 101/104, Carl Fisher ABC, CF East Rooms
In: 11/17/2019 Start: 12/4/2019 End: 12/8/2019 Out: 12/13/2019	Art Basel in Miami Beach (10180) Art Basel U.S. Corp Maureen Bruckmayr 1111 Brickell Avenue, Ste 1700 (RFH) Miami, FL 33131 Phone: 011-41-58-206-2751 Fax: 011-41-58-206-3132 Website: www.artbasel.com Coordinator: Andrew Cusick	Attend: 75,000 Status: Definite Cat: International Class: Corporate Other Type: Consumer Show	Hall A, Hall B, Hall C, Hall D, 1st All So.Rms., Ocean Drive A-H, 2nd E/W Rms., Carl Fisher ABC, CF All BK Rms., Rooms 301-302, Sunset A-D, CF Club House

REQUEST FOR PROPOSALS (RFP)

VALET PARKING CONCESSION

RFP 2018-166-WG

RFP ISSUANCE DATE: MARCH 8, 2018

PROPOSALS DUE: APRIL 12, 2018 @ 3:00 PM

ISSUED BY:

MIAMI BEACH

William Garviso, Procurement Contracting Officer II

PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139

305.673.7000 x 6650 | WilliamGarviso@miamibeachfl.gov | www.miamibeachfl.gov

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SECTION 0200

INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE. On October 1, 2010, the City entered into an Agreement with First Class Parking, LLC to provide valet parking services at the Fillmore, the Jackie Gleason Theater of Performing Arts, Miami Beach Convention Center, and other City properties pursuant to RFP 40-07/08. The Agreement had an initial term of three (3) years, that commenced on the 1st day of October, 2010, and ended on the 30th day of September, 2013. A two (2) year renewal was exercised and commenced on October 1, 2013 and expired on September 2015.

On March 11, 2015, the Mayor and City Commission approved Resolution # 2015-28943 waiving competitive bidding requirements and extending the existing Agreement with First Class Parking, LLC, for an additional three (3) year period or upon substantial completion of the unprecedented multiple year renovation and the expansion project of the Miami Beach Convention Center.

The intent of this RFP is to award a valet parking Concession Agreement ("Agreement") for the operation of valet parking services at The Fillmore Miami Beach at the Jackie Gleason Theater, and the Miami Beach Convention Center in connection with scheduled entertainment events, at the sole cost and expense of the Proposer. The City may add sites to any resulting agreement.

The City will be responsible for providing the location for a valet parking stand, kiosk, or booth for each facility, as well as vehicle storage space, free of charge, at the Convention Center Garage, located at 1901 Convention Center Drive.

All equipment, including valet parking stand(s); kiosk(s), and/or booth(s) shall be supplied by, and at the expense of the Proposer.

There is no budget allocated by the Parking Department as this RFP is meant to generate revenue for the City.

3. ANTICIPATED RFP TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	March 8, 2018
Pre-Proposal Meeting	March 22, 2018 @10:00AM
Deadline for Receipt of Questions	April 3, 2018 @ 5:00PM
Responses Due	April 12, 2018 @ 3:00PM

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Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact: **William Garviso, CPPB** Telephone: **(305) 673-7000 #6650** Email: **WilliamGarviso@miamibeachfl.gov**
 Additionally, the City Clerk is to be copied on all communications via e-mail at: **RafaelGranado@miamibeachfl.gov** or via facsimile: **786-394-4188**

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFP Timetable section above at the following address:

**City of Miami Beach
 Procurement Department
 Conference Room
 1755 Meridian Avenue, 3rd Floor
 Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 5804578

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFP expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*. Any prospective proposer who has received this RFP by any means other than through *PublicPurchase* must register immediately with *PublicPurchase* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received

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no later than the date outlined in the **Anticipated RFP Timetable** section.

7. CONE OF SILENCE. This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=79113>

• CONE OF SILENCE.....	CITY CODE SECTION 2-486
• PROTEST PROCEDURES.....	CITY CODE SECTION 2-371
• DEBARMENT PROCEEDINGS.....	CITY CODE SECTIONS 2-397 THROUGH 2-485.3
• LOBBYIST REGISTRATION AND DISCLOSURE OF FEES.....	CITY CODE SECTIONS 2-481 THROUGH 2-406
• CAMPAIGN CONTRIBUTIONS BY VENDORS.....	CITY CODE SECTION 2-487
• CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES.....	CITY CODE SECTION 2-488
• REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS.....	CITY CODE SECTION 2-373
• LIVING WAGE REQUIREMENT.....	CITY CODE SECTIONS 2-407 THROUGH 2-410
• PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES.....	CITY CODE SECTION 2-374
• FALSE CLAIMS ORDINANCE.....	CITY CODE SECTION 70-300
• ACCEPTANCE OF GIFTS, FAVORS & SERVICES.....	CITY CODE SECTION 2-449

9. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

11. DEBARMENT ORDINANCE: This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

12. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

13. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days

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upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

14. AMERICAN WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

15. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

16. PROTESTS. Proposers that are not selected may protest any recommendation for selection of award in accordance with eh proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

17. JOINT VENTURES. Joint Ventures are not allowed. Proposals shall be submitted only by the prime contractor who will serve as the CMR. The City will only contract with the prime contractor who will serve as the CMR. Proposals may, however, identify other sub-contractors or sub-consultants to the prime Proposer who may serve as team members.

18. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFP, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFP or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

19. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation.

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The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

20. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by the City, and executed by the parties.

21. POSTPONEMENT/CANCELLATION/ACCEPTANCE/REJECTION. The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Procurement Department prior to award of the contract by the City Commission.

22. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

23. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

24. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

24. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

25. ENVIRONMENTAL REGULATIONS. The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

26. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

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27. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

28. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

29. COPYRIGHT, PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

30. DEFAULT: Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

31. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

32. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

33. NON-DISCRIMINATION. The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability.

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34. DEMONSTRATION OF COMPETENCY. The city may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

35. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

36. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

37. OPTIONAL CONTRACT USAGE. When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

38. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

39. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's proposal in response to the solicitation.

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40. INDEMNIFICATION. The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

41. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

42. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

43. OBSERVANCE OF LAWS. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

44. CONFLICT OF INTEREST. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

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45. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of 120 calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

46. EXCEPTIONS TO RFP. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

47. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

48. SUPPLEMENTAL INFORMATION. City reserves the right to request supplemental information from Proposers at any time during the RFP solicitation process, unless otherwise noted herein.

49. ADDITIONAL SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to \$50,000) or the City Manager (for additional items greater than \$50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references.

TAB 1	Cover Letter & Minimum Qualifications Requirements
1.1 Cover Letter and Table of Contents.	The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.
1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A).	Attach Appendix A fully completed and executed.

TAB 2	Experience & Qualifications
2.1 Qualifications of Proposing Firm.	Submit detailed information regarding the firm's history and relevant experience and proven track record of providing valet parking services for major convention centers, theaters of performing arts, playhouses, cultural centers, amphitheaters, and/or sporting event venues such as stadiums or arenas. For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.
2.2 Qualifications of Proposer Team.	Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

TAB 3	Approach and Methodology
Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: its Operational Plan, its proposed automated point of sale (POS) software system, any equipment which the Proposer intends to supply for the operation of the concession, a staffing pattern or plan which details the number and role that each team member will play in providing the services detailed herein, refund procedures, its sample monthly report of activities, its plan for providing valet parking services for the City through inclement weather, etc.	

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TAB 4	Public Benefit (Max 10 Points)
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Submit detailed information on how Proposer will provide value-added services or public benefits related to the scope of this RFP proposed by the Proposer. Public benefit(s) to the City which may include, without limitation, benefits to residents in support of the City's educational compact with Miami Dade Public Schools, and/or such other City public benefits and/or services as the City Manager may, in his reasonable judgment and discretion, from time to time, require.

TAB 5	Revenue Proposal (Max 30 Points)
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Submit a completed Revenue Proposal Form (Appendix E).

4. FINANCIAL CAPACITY. Within three (3) business days of request by the City, Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

5. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

SECTION 0400 PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Procurement Department. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions.

Step 1 - Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications	30
Approach and Methodology	30
Public Benefit	10
TOTAL AVAILABLE STEP 1 POINTS	70

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added by the Procurement Department to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	Maximum Points
Revenue Proposal	30
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	5

4. Revenue Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Revenue Points				
Vendor	Vendor Revenue Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (cost of proposal being evaluated / highest revenue proposal X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$200	20	$\$200 / \$200 \times 20 = 20$	20
Vendor B	\$150	20	$\$150 / \$200 \times 20 = 15$	15
Vendor C	\$100	20	$\$100 / \$200 \times 20 = 10$	10

5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Procurement Department. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A

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Proposal Certification, Questionnaire & Requirements Affidavit

RFP 2018-166-WG
Valet Parking Concession

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Solicitation No: RFP 2018-166-WG	Solicitation Title: Valet Parking Concession	
Procurement Contact: William Garviso, CPPB	Tel: (305) 673-7000 #6650	Email: WilliamGarviso@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:		
NO. OF YEARS IN BUSINESS:	NO. OF YEARS IN BUSINESS LOCALLY:	NO. OF EMPLOYEES:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?
 YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at <http://www.miamicityhall.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

7. **Living Wage.** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:
1. Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.
 2. Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care benefits.
 3. Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement. Any payroll request made by the City during the contract term shall be completed electronically via the City's electronic compliance portal, LCP Tracker (LCPTracker.net).

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
 YES NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
 YES NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

12. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: No additional submittal is required at this time. By virtue of executing this affidavit, Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Statement of Qualifications Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA)
)
 County of _____)
 of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this ____ day of _____, 20____, personally appeared before me _____ who stated that (s)he is the _____

 Notary Public for the State of Florida
 My Commission Expires: _____

APPENDIX B

MIAMI BEACH

“No Bid” Form

RFP 2018-166-WG Valet Parking Concession

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

- Workload does not allow us to proposal
- Insufficient time to respond
- Specifications unclear or too restrictive
- Unable to meet specifications
- Unable to meet service requirements
- Unable to meet insurance requirements
- Do not offer this product/service
- OTHER. (Please specify)

We do do not want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: William Garviso, CPPB
PROPOSAL #2018-166-WG
1755 MERIDIAN AVENUE, 3rd FLOOR
MIAMI BEACH, FL 33139

APPENDIX C

MIAMI BEACH

Minimum Requirements & Specifications

RFP 2018-166-WG Valet Parking Concession

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Statement of Work Required. The intent of this RFP is to award a valet parking Concession Agreement ("Agreement") for the operation of valet parking services at The Fillmore Miami Beach at the Jackie Gleason Theater, Miami Beach Convention Center, and/or other City Property, as requested by the City Manager, at the sole cost and expense of the Proposer.

The City is responsible for providing the following:

- (1) A prescribed location for a valet parking stand, kiosk, or booth (specifications and visuals of stand, kiosk, or booth must be submitted by the proposer) for each facility, and
- (2) Vehicle storage space, free of charge, at the Convention Center Garage, located at 1901 Convention Center Drive.

The proposed services outlined herein shall be offered to patrons of The Fillmore Miami Beach at the Jackie Gleason Theater, in connection with scheduled entertainment events, and at the Miami Beach Convention Center, on an as-needed basis, as requested by the City Manager or his/her designee. The City Manager or his/her designee may also request services to be provided at additional locations on City property, under the same term and conditions contained herein.

A schedule of events/shows at The Fillmore Miami Beach at the Jackie Gleason Theater and the Miami Beach Convention Center will be published as an Addendum to this RFP. The Mayor and City Commission reserves the right to review and determine rates charged for valet parking services under this Agreement. The current rate charged is \$20.00 (includes sales tax) for all events.

2. Minimum Guarantee (MG)

In consideration of the City executing an agreement and granting the rights provided in the agreement, the successful contractor shall guarantee and pay to the City a monthly minimum fee to be paid on a monthly basis. In the event that the City chooses to extend the term of the concession agreement for any renewal term(s), the MG may be increased in a manner to be negotiated between the City and successful contractor.

The minimum acceptable annual amount shall be no less than \$200,000.00. Proposers are encouraged to offer a Minimum Guarantee in excess of this amount as the proposed Minimum Guarantee (MG) provided to the City shall be utilized to allocate points in the Evaluation Process.

3. Percentage of Gross (PG)

The City reserves the right to negotiate a Percentage of Gross Revenue due to the City during contract negotiations. If the annual PG amount is greater than the annual total MG, the successful proposer shall pay to the City the difference between the annual MG amount and the annual PG amount within 30 days of the anniversary date of the Agreement. If the annual PG amount owed to the City is less than the sum of all minimum monthly guarantee payments, no further payments will be required of the Contractor. Likewise, the City shall not reimburse the Contractor any portion of the minimum monthly guarantee.

- 4. Performance Bond or Alternate Security.** The successful contractor shall furnish the City with a security deposit, as agreed to by the City. Said security shall serve to secure the successful contractor's performance in accordance with the provisions of the agreement. In the event the successful proposer fails to perform in accordance with said provisions, the City

may retain said security, as well as pursue any and all other legal remedies provided in the agreement, or as may be provided by applicable law.

5. **Valet Equipment.** All equipment, including valet parking stand(s); kiosk(s), and/or booth(s) shall be supplied by, and at the expense of the Proposer. Equipment supplied under the Agreement shall be new, and in excellent condition prior to installation and during operation. The height and the color of the equipment supplied shall be the same at each location. All equipment supplied under the Agreement must be approved by the City Manager or his/her designee. Storage of said equipment is the sole responsibility of the Proposer.
6. **Refunds.** The Proposer must include in its proposal a statement describing the circumstances and procedure whereby refunds will be provided to patrons.
7. **Quality of Service.** The Proposer must greet patrons and take possession of their vehicles within three (3) minutes of arrival of each patron, and the Proposer must return their vehicles to the patrons within fifteen (15) minutes of each patron's request for the vehicle. The City reserves the right to have any unsuitable employee(s) of the Proposer removed.
8. **Operational Plan.** The Proposer must provide a Statement of Proposed Operational Plans. At a minimum, such plan should state the intended valet parking concessions which are contemplated, number and qualifications of all personnel, including supervisors, together with a statement of screening procedures for all employees, including those with driving responsibilities.

Any equipment which the Proposer intends to supply for the operation of the concession should be listed and described in detail. Any parking concession stand(s), kiosk(s), and/or booth(s) must be completely portable and must be compatible in design, color, and workmanship with the facility for its intended use. If the Proposer plans to make any capital improvements to City property or facilities over the term of the proposed Agreement, such improvements should be described and an estimated dollar amount to be expended stated in the Plan.

Supplemental statements should include preliminary drawings depicting the improvements to be completed (including signage), as well as additional information regarding the projected market viability of the Operational Plan and any special qualifications and experience which the Proposer offers with regard to the proposed services. The Proposer must have a written statement of procedures whereby members of the public may receive refunds or adjustments in the event of customer dissatisfaction. Additionally the City will require the successful Proposer to maintain their operating areas and general vicinity free of all debris, litter, and trash.

9. **Commencement of Operations.** Proposer must be prepared to commence operation no later than October 1, 2018 or upon official written notice from the City Manager or his/her designee.
10. **Amounts Payable to the City.** The Proposer shall propose a fixed monthly payment to the City for the duration of the Agreement. **The minimum acceptable annual amount shall be no less than \$200,000.00.** Said payment shall be due to the City on the tenth (10th) of the month for the preceding month. Financial statements of the previous month's gross receipts, including submittal of a monthly report of activities (sample report to be included as an attachment in the RFP) shall be submitted to the City by the 15th of each month for the preceding month. This report, at a minimum, must contain a chronological listing of events and their locations; including the following information; date, time, name of event, exact

location(s) (Fillmore Miami Beach at the Jackie Gleason; Miami Beach Convention Center; Lincoln Road Unified), number of transactions (vehicles), gross receipts per event/location, and gross receipts totals. This report shall accompany the monthly statement of gross revenues and will be subject to audit.

It is also required that the Proposer, at its own expense, pay any and all taxes or assessments which may be levied including sales and use tax on payments to the City. The City shall reconcile monthly reports and conduct an audit of operations annually or when it deems necessary.

11. **Late Fees.** There will be a penalty of \$100.00 or two percent (2%) of the monthly gross receipts, whichever is greater for late or delinquent payments (i.e., any payment received after the tenth (10th) of the month). In addition, simple interest accruing to the City at the highest rate allowable by law per annum, or eighteen percent (18%), whichever is greater, shall be levied from the date when the payment is due until the date paid.
12. **Gross Receipts.** The term "Gross Receipts", as used herein, shall mean all monies paid or payable to the Proposer for sales made or services rendered which are related to this concession, provided however, that any sales tax imposed by City, County, State, or Federal law and paid by purchaser of any item sold by Proposer or any other authorized service or activity of the Proposer directly payable to a taxing authority shall be excluded from the computation of "Gross Receipts".
13. **Automated Valet Parking Point of Sale (POS) System.** The Proposer shall use a state-of-the-art automated valet parking point of sale (POS) system for processing and reporting of all transactions, Said system shall be approved by the City Manager or his/her designee.
14. **Shortages.** All cash shortages, regardless of the reason, are to be absorbed by the Proposer and are not to be reported as deductions from Gross Receipts. Bad debts, returned checks, and charges for returned checks, which are part of Gross Receipts, are also not to be reported as deductions from Gross Receipts.
15. **Reporting and Records.** The Proposer must use an automated point of sale (POS) software system to be approved by the City Manager or his/her designee, to be used for any and all transactions. The Proposer must prepare true and complete records and accounts of its gross receipts of the valet parking service in accordance with generally accepted accounting principles during the term of the Agreement. Such records should include, at a minimum, all transactions, including voided transactions, daily control logs for Proposer's cashier indicating starting, ending, and voided transactions, and related gross receipts. The form of all records, reports, and operating controls will be subject to the written approval of the City's Internal Auditor. Recommendations by the Internal Auditor for changes, additions, or deletions in accounting practices, reporting, or controls will be complied with by the Proposer when requested. The City Auditor shall have the right to audit and examine, during the normal business hours, all books of accounts, reports, and records relating to the valet parking service upon three (3) days' notice. All records relating to the Agreement must be stored and made available to the City within 48 hours of request. The City shall have the right to examine such records at any time within one (1) year following the expiration or termination of the Agreement; all records must be maintained for that period.
16. **Annual Reports.** The Proposer will submit an annual CPA-certified Statement of Gross Receipts to the City. Such Certified Statement shall include an opinion by a Certified Public

Accountant as to the accuracy of the Proposer's Gross Receipts as defined by the Agreement. The period covered by the Certified Statement shall coincide with the Proposer's fiscal year and must be submitted to the City within sixty (60) days after the end of each twelve-month fiscal year.

17. **Facilities/Premises.** Authorized Locations include The Fillmore Miami Beach at the Jackie Gleason; Miami Beach Convention Center; Lincoln Road Unified Valet Parking Service; and Bass Museum. The City Manager or his/her designee may, at his discretion, approve other City sites which require valet parking services.
18. **Special Events.** During the term the Concessionaire shall provide free valet parking service for at least four (4) events per contract year, at such venues as shall be determined by the City manager, at his/her sole judgement and discretion.
19. **Appearance on Premises.** The Proposer shall maintain a neat and orderly operation at all times and shall be solely responsible for the necessary services to properly maintain the premises being used for valet parking services.
20. **Advertising and Signs.** All advertising, signage, and postings shall be approved by the City Manager or his/her designee and must comply with the requirements of the City's Planning Department. City encourages the proposer to use 100% post-consumer recycled content, Processed Chlorine Free paper, Green Seal Certified paper, and Forest Stewardship Council (FSC) certified paper for advertising materials and/or signage.
21. **Security.** The Proposer must provide any security measures which may be required to protect its area and its equipment, materials, facilities, and designated valet storage locations. Said security measures may not violate other restrictions of the Agreement.
22. **Staffing/Personnel.** Each Proposer should include in its proposal a staffing pattern or plan which details the number and qualifications of the personnel who will be employed in the concession operation. At a minimum, the Proposer shall employ people to serve the public who are neat, clean, well-groomed, and courteous. Employees must be customer-service oriented and shall wear uniforms with name tags at all times. Uniforms shall be pre-approved by the City Manager or his/her designee. All drivers must have a valid Florida Driver's License and the Proposer shall submit a list of all employees, additions, and deletions on a monthly basis. The report is to be submitted by the fifth (5) of the month with a photocopy of their valid Florida Driver's License and the valid driver's license number, shall be submitted for every employee on the roster.

An experienced manager (or managers) shall be employed by the Proposer to oversee the concession operation, and have the authority over day-to-day operations. Conduct of the Proposer's employees shall be subject to reasonable regulation by the City Manager or his/her designee.

23. **Compliance with City, County, State and Federal Laws, Licensing and Permit Requirements.** The Proposer shall comply with all rules and regulations, laws, ordinances, and permitting requirements of the City of Miami Beach, Miami-Dade County, the State of Florida, and the U.S. Government now in force or hereafter adopted, at Proposer's own expense. In particular, the Proposer must obtain a City of Miami Beach Business Tax Receipt annually for the concession. City Business Tax Receipts currently are issued for a one (1) year period, expiring each September 30th.

24. Performance, Indemnity and Insurance Requirements. The Proposer shall post a Performance Security in the form of an Irrevocable Letter of Credit or, in the alternative, a cash deposit in the amount of the annual payment to City by the Proposer, upon the execution of an Agreement. Said Performance Security shall be issued by a surety company authorized to do business in the State of Florida and shall be refundable at the expiration of the Agreement, if all terms and conditions of the Agreement have been satisfied by the Proposer. The Performance Security must be good and in effect for the duration of the Agreement. A Performance Security which is on an annual basis is not acceptable.

The Proposer shall indemnify, defend, and hold harmless the City against any and all claims, suits, actions, damages, or causes of action arising during the term of the Agreement for any personal injury, loss of life, or damage to property sustained in or on the sites Proposer is operating on, by reason of or as a result of Proposer's use, activities, and operations thereon; from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim and the investigation thereof.

As partial fulfillment of this requirement, the Proposer shall supply evidence of insurance coverage as described on the Insurance Check List. The required insurance coverage must be supplied prior to the initiation of operations. The Proposer will not be granted access to the property without approved insurance coverage.

25. Quality Assurance. The Proposer's performance shall be monitored by the City Manager or his/her designee. Impromptu operational and financial audits may be conducted on site at the discretion of the City Manager or his/her designee.

Letters of complaint regarding the Proposer's performance will be subject to investigation by the City. The Proposer will be issued a written notice of the complaint within five (5) days of receipt by the City, and the Proposer will have five (5) days in which to respond. Three (3) letters of complaints that have been investigated by the City and confirmed as to their allegations, received within twelve (12) consecutive months, shall constitute sufficient cause for the City Manager or his/her designee to terminate the Agreement.

26. Performance Standards.

1. A representative of the Proposer shall attend all pre-convention and/or preparatory meetings for events. It is the responsibility of the Proposer to confirm their attendance with the City Manager or his/her designee.

Penalty: \$100.00 per absence/per meeting

2. All employees must be in full uniform. Failure to do so may result in a request to replace said employee with one in full uniform. The Proposer's failure to produce a replacement shall be deemed as non-performance and a penalty may be assessed.

Penalty: \$100.00 per employee, per event/per day

3. Failure to provide service for events on scheduled dates shall be deemed as non-performance on the part of the Proposer and shall be subject to a penalty, as liquidated damages. The value of the liquidated damages is based on: (1) reduction of service level to patrons wishing to valet park and any inconvenience derived thereof; and (2) a disincentive to the Proposer to not provide service for all events.

Penalty: \$1,000.00 per event/per day

4. Proposer must maintain a service level for vehicle returns consisting of less than 15 minutes.

Penalty: No charge for service to the customer

5. Valet parking fee shall appear on all valet parking tickets issued to customers.

Penalty: \$100.00 per incident

6. Valet parking fee shall be prominently posted on signs at the entrance to the valet parking area and at the cashier booth.

Penalty: \$500.00 per event/per day

7. Solicitation of gratuities is strictly forbidden.

Penalty: \$250.00 per incident

8. Any and all alleged, perceived, and/or real incident reports/claims must be reported in writing to the City's Parking Department within 48 hours of the incidents/claim.

Penalty: \$250.00 per incident

9. Customer complaints must be responded to, in writing, within 48 hours of receipt with copies to the City's Parking Department representative.

Penalty: \$250.00 per incident

10. All employees must conduct themselves in a respectful and courteous manner when addressing the public/customers. Conduct unbecoming shall include: rude, belligerent, hostile, quarrelsome, antagonistic, aggressive, sarcastic, contemptuous, and mocking behavior. All employees shall further refrain from smoking, eating, and/or drinking while on-duty. Complaints pertaining to customer service, including but limited to the behavior outlined above shall be immediately addressed by the Proposer. The City reserves the right in its sole discretion, to determine if the employee is unfit or incompetent to perform the duties and may require the Proposer to immediately remove the employee and replace with another within one (1) hour of said request. Failure of the Proposer to do so may trigger an assessment of a penalty.

Penalty: \$100.00 per employee, per event/per day

11. Proposer must have a software application that allows the Proposer to track the vehicle in real time by providing record of events associated with each parked vehicle, such as drop off time, storage location, request time and delivery time. Failure of the Proposer to do so may trigger an assessment of a penalty.

Penalty: \$100.00 per event/per day

APPENDIX D

MIAMI BEACH

Special Conditions

RFP 2018-166-WG
Valet Parking Concession

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. **TERM OF CONTRACT.** The initial term of the Agreement shall be for three (3) years. The effective date of the Agreement is anticipated to be on October 1, 2018, or upon substantial completion of the renovation of the Miami Beach Convention Center ("MBCC") Project (the "Project"), whichever date occurs first (the "Term"). Substantial completion of the MBCC Project shall be defined as of the date when the City, in its proprietary capacity, has secured the requisite governmental approvals to operate the MBCC, which may include any of the following benchmarks: issuance of a temporary certificate of occupancy; issuance of a certificate of occupancy; or issuance of a certificate of completion with respect to the entire Project. A Contract Year, as referred to herein shall start on October 1st and end on September 30th of the following year.
2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for one (1) two-year period at the City's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the successful contractor.
3. **PROTECTION OF PROPERTY.** The Successful Contractor will at all times guard against damage to or loss of property belonging to the City of Miami Beach. It is the responsibility of the Successful Contractor to replace or repair any property lost or damaged by any of its employees. The City of Miami Beach may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Successful Contractor, its employees or agents.
4. **LICENSES, PERMITS AND FEES.** The contractor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein related to the installation and proper functioning of advertising equipment/signs etc. Damages, penalties and or fines imposed on the City or the contractor for failure to obtain required licenses, permits or fines shall be borne by the contractor.
5. **EXAMINATION OF SITES RECOMMENDED.** Prior to submitting its offer it is advisable that the vendor visit the sites of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and or labor required. The vendor is also advised to examine carefully the specifications and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.
6. **DEMONSTRATION OF EQUIPMENT REQUIRED DURING EVALUATION (if Applicable).** The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability and adaptability in conjunction with performance requirements stipulated in this solicitation. The City will notify the vendor of such in writing and will specify the date and time and location of the demonstration. The City shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The Equipment used for the demonstration shall be the same manufactures model identified in the vendors offer. Accordingly, the equipment used in the demonstration shall create an expressed warranty that the actual equipment to be provided during the contract period shall conform to the equipment used in the demonstration.

APPENDIX E

MIAMI BEACH

Revenue Proposal Form

RFP 2018-166-WG
Valet Parking Concession

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX E REVENUE PROPOSAL FORM

Failure to submit Revenue Proposal Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

This Revenue Proposal Form shall be completed mechanically or, if manually, in ink. Revenue Proposal Form completed in pencil shall be deemed non-responsive. All corrections shall be initialed.

Scoring and ranking will be made in accordance with Maximum Points Schedule as stated in Section 0400 Proposal Evaluation.

Valet Parking Concession Services MINIMUM GUARANTEED REVENUE TO THE CITY (MG) See Appendix C, Paragraph 2 (p. 26)				
		(A)	(B)	(C) (A x B = C)
†	Minimum Guarantee (MG) Valet Parking Concession Services	\$ _____/Month	12 Months	\$ _____/Year †

† The minimum acceptable annual amount shall be no less than \$200,000.00. Proposers are encouraged to offer a Minimum Guarantee in excess of this amount as the proposed Minimum Guarantee (MG) provided to the City shall be utilized to allocate points in the Evaluation Process.

Bidder's Affirmation	
Company:	
Authorized Representative:	
Address:	
Telephone:	
Email:	
Authorized Representative's Signature:	

APPENDIX F

MIAMI BEACH

Insurance Requirements

RFP 2018-166-WG
Valet Parking Concession

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

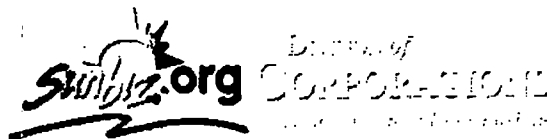
MIAMI BEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- ___ 4. Excess Liability - \$_____.00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- ___ 6. Other Insurance as indicated:
 - ___ Builders Risk completed value \$_____.00
 - ___ Liquor Liability \$_____.00
 - ___ Fire Legal Liability \$_____.00
 - ___ Protection and Indemnity \$_____.00
 - ___ Employee Dishonesty Bond \$_____.00
 - ___ Other \$_____.00
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the proposal number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company
FIRST CLASS PARKING SYSTEMS LLC

Filing Information

Document Number	L06000093345
FE/EIN Number	41-2257684
Date Filed	09/22/2006
State	FL
Status	ACTIVE

Principal Address

12550 BISCAYNE BLVD
Suite 207
NORTH MIAMI BEACH, FL 33181

Changed: 04/30/2015

Mailing Address

12550 BISCAYNE BLVD
Suite 207
NORTH MIAMI BEACH, FL 33181

Changed: 04/30/2015

Registered Agent Name & Address

LOPEZ, SEBASTIAN
12550 BISCAYNE BLVD.
SUITE 207
NORTH MIAMI BEACH, FL 33181

Name Changed: 04/28/2011

Address Changed: 04/10/2008

Authorized Person(s) Detail

Name & Address

Title MGR

LOPEZ, SEBASTIAN
12550 BISCAYNE BLVD SUITE 207
NORTH MIAMI BEACH, FL 33181

Title MGR

ZULLIAGA, JORGE
12550 BISCAYNE BLVD SUITE 207
NORTH MIAMI, FL 33181

Annual Reports

Report Year	Filed Date
2016	04/28/2016
2017	04/20/2017
2018	05/01/2018

Document Images

05/01/2018 - ANNUAL REPORT	View image in PDF format
04/20/2017 - ANNUAL REPORT	View image in PDF format
04/29/2016 - ANNUAL REPORT	View image in PDF format
04/30/2015 - ANNUAL REPORT	View image in PDF format
04/08/2014 - ANNUAL REPORT	View image in PDF format
04/17/2013 - ANNUAL REPORT	View image in PDF format
04/25/2012 - ANNUAL REPORT	View image in PDF format
04/29/2011 - ANNUAL REPORT	View image in PDF format
03/08/2010 - ANNUAL REPORT	View image in PDF format
04/30/2009 - ANNUAL REPORT	View image in PDF format
04/10/2008 - ANNUAL REPORT	View image in PDF format
04/12/2007 - ANNUAL REPORT	View image in PDF format
09/22/2006 - Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

RFP #: 2018 – 166 - WG

**Valet Parking Concession for
The City of Miami Beach**

Provided by



**FIRST CLASS PARKING SYSTEMS LLC
12250 BISCAYNE BLVD. • SUITE 207 • NORTH MIAMI BEACH, FL 33181**

**TAB 1 – COVER LETTER AND MINIMUM QUALIFICATIONS
REQUIREMENTS**

May 3, 2018

Mr. William Garviso
Procurement Department, 3rd Floor
City of Miami Beach
1755 Meridian Avenue
Miami Beach, FL 33139

RE: RFP 2018-166-WG, Valet Parking Concession

Dear Mr. Garviso:

First Class Parking Systems, LLC (“First Class”) proudly submits its proposal in response to RFP 2018-166-WG, Valet Parking Concession (the “RFP”). First Class designates as its Primary Contact for the RFP:

Mr. Jorge Zuluaga, CEO
First Class Parking Systems, LLC
12550 Biscayne Blvd., Suite 207
North Miami Beach, FL 33181
izuluaga@valetonly.com

First Class manages and operates one of the oldest valet parking companies in Miami-Dade County, and for over 20 years, First Class has proudly provided valet parking services at all City of Miami Beach (“Miami Beach”) functions and events. In addition to Miami Beach, First Class provides valet services to a roster of clients that includes a number of condominiums and hotels, as well as other numerous other property owners, charities and promoters that hold significant events throughout Miami-Dade and Broward counties.

Not only does First Class operate one of the oldest valet companies in Florida, it also is among the largest and most experienced valet companies in the South Florida market. As its CEO & founder of the company, I have spent my entire professional career working in the parking field since the inception of First Class in 1998. As a graduate of Florida International University in 2001, with a bachelor’s degree in business, I have worked tirelessly to build First Class into a company dedicated to providing the highest level of customer service in the industry. To achieve that goal, I have assembled a talented team of professionals that are the best in the industry. Our team is driven by the First Class’s commit to be your **“Directors of 1st Impression.”**[®]

First Class recognizes that valet service is both the first and last impression a patron will develop of any event or venue. Valet service is about more than just parking and retrieving vehicles for your patrons; it is about providing a safe, convenient and courteous experience that complements and enhances your event or venue. That is why we have made customer service the focus of our

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business. To cement our commitment and focus in this area, each of our company's supervisors participates in a profit sharing plan designed to reinforce an atmosphere of employee ownership and ensure the highest-level of service to patrons at each of our many locations.

Our valets are fundamental to First Class's focus on customer service. As a result, First Class has developed an extensive selection process, which is implemented by First Class's well-qualified human resources department. All applicants must pass extensive background checks, driving tests and drug tests to be considered for employment. Our HR Director and location managers conduct meaningful interviews of applicants designed to identify applicants that share First Class's commitment to customer service.

First Class is never content, and is always striving to make your patrons' valet experience better. As a result, First Class is constantly innovating with new and creative operational and management techniques based upon our collective experience. We proudly provide valet service for Miami Beach venues, including the Miami Beach Convention Center, the Jackie Gleason Theatre (The Fillmore), Bass Museum, the Miami Beach Botanical Gardens and the New World Symphony. First Class also boasts an expanding client roster that includes some of South Florida's most significant performance venues, largest companies, notable charities, foundations and congregations, and influential individuals, including the Pembroke Pines City Center, Alonzo Mourning Foundation, Estefan Enterprises, Temple Beth Shmuel, Temple Emanu-El, Cuban Hebrew Congregation and Roy Black & his family foundations.

First Class's success and growth is a direct result of its focus on customer service, as word of First Class's excellent service spreads throughout South Florida. We recognize that continued growth requires a consistent focus on the customer. As our capacity continues to grow, we are better able to tailor our services to meet each of our client's individual needs, no matter how unique they may be.

First Class is mindful of and thankful for the substantial role that Miami Beach has played in First Class's success. Miami Beach is, and will remain, our number one client. We have been Miami Beach's partner through all of the recent changes and construction, and we look forward to working hard to help Miami Beach realize its bright new vision. Hand-in-hand with Miami Beach, First Class is committed to leaving a lasting impression of excellence with patrons of the Fillmore, the Jackie Gleason Theater of Performing Arts, Miami Beach Convention Center, and other Miami Beach venues and events.

Given our comprehensive experience with and knowledge of Miami Beach's venues, events and patrons, no company is better-positioned to excel in meeting and exceeding all of Miami Beach's valet parking service needs. First Class looks forward to continuing its partnership with Miami Beach.

Respectfully yours,


Jorge A. Zalazaga
Chief Executive Officer

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**SECTION 1.2 – PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS
AFFIDAVIT**

Please see First Class's Proposal Certification, Questionnaire & Requirements Affidavit attached as Appendix A.

TAB 2 - EXPERIENCE & QUALIFICATIONS

SECTION 2.1 - QUALIFICATIONS OF PROPOSING FIRM

HISTORY AND RELEVANT EXPERIENCE

First Class was established in South Florida in 1998. First Class presently has a staff of over 250 employees working in various locations throughout South Florida. Our management team supervises valet parking services for clients ranging from individuals hosting a private party to events like the Boat Show and Art Basel at the Miami Beach Convention Center.

Currently, First Class serves as the incumbent provider of valet parking services to the City of Miami Beach. Our current contract with Miami Beach includes the provision of services to facilities/institutions such as the Miami Beach Convention Center, Miami Beach Botanical Garden, the Jackie Gleason Theater, and the Lincoln Theater. Collectively, First Class and, its predecessor-in-interest to the Miami Beach contract, have operated the city's valet parking services concession for more than 20 years.

Beyond our current engagements in Miami Beach, First Class also provides valet services to clients located in Miami-Dade, Coral Gables, Downtown Miami, Downtown Ft. Lauderdale, Aventura, Bay Harbor, Key Biscayne and more. First Class has also provided bonded valet parking services to many prominent businesses, property owners, charities and event promoters.

EVIDENCE OF SIMILAR EXPERIENCE

Although Miami Beach need look no further than First Class's direct experience providing valet parking services to the venues and events covered by this RFP since 2006, please see First Class's Evidence of Similar Experience attached as Appendix B.

FINANCIAL CAPACITY

First Class is debt free and has ample cash reserves. Our company is on very sound financial footing, and as such, would continue to prove an excellent partner for Miami Beach. As a privately held corporation, we adhere to very stringent standards of financial reporting and accountability. Should Miami Beach choose to continue its partnership with First Class, you can rest assured that First Class is fully capable of satisfying the financial obligations required by its contractual relationship with Miami Beach.

If requested by Miami Beach, First Class will arrange for Dunn & Bradstreet to submit a Supplier Qualification Report directly to the specified Procurement Contact.

A PASSION FOR CUSTOMER SERVICE EXCELLENCE

First Class is highly experienced in the operation of valet parking concessions, especially in

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high traffic areas frequented by pedestrians. We are also proud of our record of service in other local municipalities including the cities of Coral Springs and Pembroke Pines.

A hallmark of our service is the special consideration we give the elderly, the handicapped and tourists. We would like to propose implementing a special pricing program for Miami Beach residents, and look forward to discussing such a program with administration.

First Class fully understands that our level of service directly affects the reputation for quality and excellence for each of the venues we serve. To that end, First Class proudly attends and participates in the *Customer and You* program put on by Unidat and Miami Beach. We believe our improved service record is the best evidence of why we should be selected to manage this concession. Our company is confident that it can exceed the service levels referenced on page 27 of the request for proposals (RFP). First Class Parking, LLC also agrees to honor any request from the city to remove an unsuitable employee working at a location within the scope of this concession agreement.

LETTERS OF RECOMMENDATION

Please find a small sampling of Letters of Recommendation from some of First Class's clients attached as *Appendix C*.

SECTION 2.2 - QUALIFICATIONS OF PROPOSER TEAM

PRINCIPALS

Jorge A. Zuluaga
CEO

Jorge has been in the valet parking services industry since founding First Class in 1998 to fulfill his vision of putting customer service above all else in providing valet parking services. Jorge's dedication to this vision has made First Class the local leader in the industry. Jorge is a graduate of Florida International University, where he received his Bachelor of Science in Business Administration in 2001.

Wilson Mediorreal
President

Wilson has over 17 years of experience in the parking industry, beginning his career at Park One of Florida, LLC in 2000. Wilson joined First Class in 2014 to implement new technology and develop new systems to bring First Class to the cutting edge of valet parking services. Wilson has a Bachelor of Science in Economic Science from Universidad La Gran Colombia and a Bachelor of Science in Systems Engineering from Universidad Nacional de Colombia. Wilson has brought substantial expertise in new technologies and platforms to First Class, and helps ensure that First Class adapts to the technological needs of our clients' events and patrons.

CRITICAL MANAGEMENT AND ADMINISTRATIVE STAFF

The success of First Class is built upon the quality and dedication of its critical management and administrative staff. Please find a summary of First Class's Critical Management and Administrative Staff attached as Appendix D.

PERSONNEL

First Class Parking is committed to the success of Miami Beach's valet parking services program, which begins with the valet personnel interacting directly with your patrons. Our company also prides itself on being an equal opportunity employer. Paramount in our efforts to recruit the right personnel is our desire to operate in a manner that exceeds Miami Beach's performance expectations and realizes its bright vision. To ensure that your patrons receive the highest quality of customer service, each of First Class's applicants for employment is subjected to a full criminal background check, as well as a review of their driving record. Any adverse history in either area disqualifies the applicant.

First Class feels it is critical that front line employees have a command of the English language that is sufficient to ensure a fluid interaction with patrons. Interested candidates who make a favorable impression during an initial phone interview are asked to visit our office and submit a completed application. All completed applications are carefully reviewed. Only applications that are properly completed are considered.

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After an interview is completed, a decision is made regarding whether an offer of employment should be extended. If an offer of employment is extended, final hiring is conditioned on the successful completion of a pre-employment review of the applicant's criminal background, driving history, and drug screening.

- **Criminal Background Check & Driving History Review:** During the application process, applicants are required to provide a criminal background clearance letter. We find that having this procedure helps to eliminate many future potential problems. In addition to the criminal background check, First Class also scrutinizes each applicant's driving record. Similar reviews are conducted on an annual basis for all First Class Parking employees.
- **Drug Testing Policy:** Prior to commencing their employment, each applicant, regardless of their full-time or part-time status, are required to submit to a drug test. All of our company's employees are also subject to random testing.

Our management strives to continually review and evaluate First Class's performance in a continuous effort to improve upon and enhance First Class's excellent, personnel-driven customer service. First Class strives to work closely with our clients and their partners to obtain feedback about past performance and elicit their insight about proposed modifications to our operation and their impact on patron satisfaction.

PROFESSIONAL SERVICES

To ensure readily available expertise in all areas related to the valet parking services industry and contractual performance requirements, First Class calls on services of the following professionals:

Legal

Paul S. Figg
Berger Singerman LLP
Ofc. – (954) 525-9900
Fax. – (954) 712-5104
Email: pfigg@bergersingerman.com
www.bergersingerman.com

Alan A. Glenn, Esq.
Ofc. – (305) 992-5132
Cell – (786) 513-2461
E-mail: aglenn2006@yahoo.com

Accounting/Tax

Andres Rodriguez
R&P Accounting & Taxes, Inc.
200 SE 1st Street, Suite 604
Miami, FL 33131 USA

Ofc. – (305) 358-1310
E-mail: andres.rodriguez@rpaccounting.com
www.rpaccounting.com

Insurance

Julian Posecai
Eustis Insurance and Benefits
Ofc. – (504) 636-4822
Fax. – (504) 565-5219
E-mail: jposecai@eustis.com

ORGANIZATIONAL CHART

Please find First Class's Organizational Chart attached as *Appendix E*.

TAB 3 – APPROACH AND METHODOLOGY

First Class's approach and methodology in providing valet parking services to Miami Beach under this RFP is set forth in First Class's Operational Plan. Please find the Operational Plan attached as Appendix F.

First Class hereby asserts that its Operational Plan is confidential and exempt from disclosure under Florida's Public Records Act pursuant to §§ 815.045 and 812.081, Florida Statutes, as well as the holding and reasoning of the First District Court of Appeal in *Sepro Corp. v. Florida Dept. of Environmental Protection*, 839 So. 2d 731 (Fla. 1st DCA 2003). The Operational Plan contains information that is secret, of value, created for use in and is in fact used First Class's advantage in their business operations. Disclosure of the Operational Plan would provide the First Class's competitors an opportunity to obtain an unfair business advantage over them.

TAB 4 - PUBLIC BENEFIT

First Class commits to continuing its support of Miami Beach's annual holiday to drive benefitting Miami Beach residents.

First Class recognizes Miami Beach's leadership in climate change and efforts to address the effects of climate change upon Miami Beach, and offers to provide complimentary valet parking service to an additional event designed to promote the awareness of the catastrophic effects of climate change.

TAB 5 – REVENUE PROPOSAL

Please find First Class's Revenue Proposal attached as **Appendix G**.

Solicitation No: RFP 2018-166-WG	Solicitation Title: Valet Parking Concession	
Procurement Contact: William Garviso, CPPB	Tel: (305) 673-7000 #6650	Email: WilliamGarviso@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. This Proposal Certification, Questionnaire and Requirements Affidavit Form is a **REQUIRED FORM** that must be submitted fully completed and executed.

1. General Proposer Information.

FIRM NAME: First Class Parking Systems LLC		
NO. OF YEARS IN BUSINESS: 20	NO. OF YEARS IN BUSINESS LOCALLY: 20	NO. OF EMPLOYEES: 250
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS: Gold Star Parking		
FIRM PRIMARY ADDRESS (HEADQUARTERS): 12550 Biscayne Boulevard, Suite 207		
CITY: North Miami Beach		
STATE: Florida	ZIP CODE: 33181	
TELEPHONE NO.: (305) 531-4466		
TOLL FREE NO.:		
FAX NO.: (786) 513-2711		
FIRM LOCAL ADDRESS: 12550 Biscayne Boulevard, Suite 207		
CITY: North Miami Beach		
STATE: Florida	ZIP CODE: 33181	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: Jorge Zuluaga, CEO		
ACCOUNT REP TELEPHONE NO.: (786)277-3997		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL: jzuluaga@valetonly.com		
FEDERAL TAX IDENTIFICATION NO.: 41-2257684		

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?
 YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

7. **Living Wage.** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:
1. Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.
 2. Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care benefits.
 3. Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement. Any payroll request made by the City during the contract term shall be completed electronically via the City's electronic compliance portal, LCP Tracker (LCPTracker.net).

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
 YES NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
 YES NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health	x	x	
Sick Leave	x	x	
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

9 **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

12. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 52 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: No additional submittal is required at this time. By virtue of executing this affidavit, Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

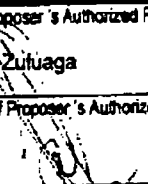
Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Statement of Qualifications Certification, Questionnaire and Requirements Affidavit are true and accurate.

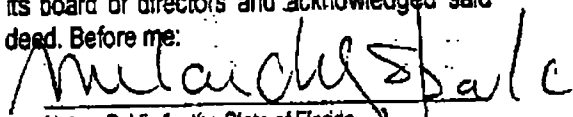
Name of Proposer's Authorized Representative: <u>Jorge Zuluaga</u>	Title of Proposer's Authorized Representative: <u>Chief Executive Office</u>
Signature of Proposer's Authorized Representative: 	Date: <u>May 3, 2018</u>

State of FLORIDA)

County of Miami-Dade)

of First Class Parking Systems LLC a Florida Limited Liability Company corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this 3rd day of May, 2018 personally appeared before me Jorge Zuluaga who stated that (s)he is the Chief Executive Officer



Notary Public for the State of Florida
My Commission Expires: 4/26/19



EVIDENCE OF SIMILAR EXPERIENCE

Miami Beach Convention Center
City of Miami Beach/Spectra Venue Management
Rich Feeley, Director of Events
Phone No.: (305) 804-3822
Email: rich_feeley@miamibeachconventioncenter.com
Tenure: Since 2006
Project Description: Provision of all valet parking services for Miami Beach Convention Center.

Jackie Gleason Theater (The Fillmore)
City of Miami Beach
Bill Sisca, General Manager
Phone No.: (786) 525-4850
Billsisca@livenation.com
Tenure: Since 2006
Project Description: Provision of all valet parking services for Jackie Gleason Theater.

New World Symphony
Jose Lamadrid, Vice President of Facilities
Phone No.: (305) 428-6744
Jose.Lamadrid@nws.edu
Tenure: Since 2006
Project Description: Provision of all valet parking services for the New World Symphony

Pembroke Pines City Center
Steve Clark, General Manager
Phone No.: (954) 392-2136
sclark@ppines.com
Tenure: Since 2016
Project Description: Provision of all valet parking services for the Pembroke Pines City Center



May 1, 2018

Jimmy L Morales
City Manager
City of Miami Beach
1700 Convention Center Dr.
Miami Beach, FL 33139

I, Raymond Adrian, represent Unidad of Miami Beach, and would like to confirm that I have work closely with First Class Parking; their employees have assisted to our customer seminar service seminars for the past 8 years. First Class Service commitment to provide excellent customer service is notorious as they have had assisted to our seminars every year.

If we can be of any further help in your evaluation of First Class Parking, LLC operations, please do not hesitate in contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Raymond Adrian".

Raymond Adrian
UNIDAD OF MIAMI BEACH
7251 Collins Ave
Miami Beach, FL 33141
Phone: 305-867-0051
Fax: 305-867-0052

04/30/2018

The Office of the Mayor and Commission
City of Miami Beach
1700 Convention Center Dr.
Miami Beach, FL 33139

Regarding the valet parking service provided by First Class Parking Systems, LLC over the past decade at the Convention Center during Art Basel week and specifically during the construction period:

They have provided this service with professionalism and courtesy to our guests with minimal complaints and have been very cooperative often times under stressful situations.

Should you have any question or need any additional information, please do not hesitate to contact me.

Sincerely yours,



Robert Goodman, President
Garber & Goodman Advertising, Inc.
300 41st Street, Suite 214
Miami Beach, FL 33140
Tel: (305) 673-5177
Cell: (305) 798-3177
bgoodman@garberandgoodman.com

From: Jose Lamadrid <Jose.Lamadrid@nws.edu>
Sent: Sunday, February 12, 2017 12:38:24 PM
To: Yuri Rebello; Beingolea, Miguel
Cc: jorge zuluaga; David J. Phillips; Howard Herring; Jack Mizutani; Frances, Saul; Beltran, Monica; Morgan, Mark; Wilson Mediorreal
Subject: Rc: Pennsylvania Garage Lower Level 10 Spaces

Once again thank you to Saul and his team along with First Class valet for providing exactly that first class service. Please also pass along our appreciation to Fred for his hard work and friendly customer service to our patrons.

JOSE M. LAMADRID Vice President of Facilities
New World Symphony, America's Orchestral Academy
o: 305.428.6744 | m: 786.287.0626 | f: 305.673.6749
500 17th Street, Miami Beach, FL 33139
www.nws.edu | www.NewWorldCenter.com

SEBASTIAN LOPEZ

Operations Manager

Sebastian has a Bachelor of Science in Hospitality Management from Johnson & Wales University. Sebastian oversees management of all of First Class's venues and events. As an expert communicator and problem solver, Sebastian allows First Class to nimbly identify issues of concern and find solutions before they become problems impacting customer satisfaction.

In Miami Beach, Sebastian ensures that valet parking services at the Miami Beach Convention Center and The Fillmore are working harmoniously and to their highest potential. Sebastian is responsible for coordinating activities and functions within these segments, managing the staff that fulfills them, and maintaining the company's overall health in doing so. He is also responsible for ensuring financial success by creating and implementing budgets and budget-oriented management of financial resources. It is Sebastian's job to effectively communicate company goals and objectives and make sure they are being met.

MANUEL SEQUERA

Area Manager – Special Events Manager

As an Area Manager, Manuel is responsible of managing the overall operations of eight (8) locations, including Miami Beach's venues, and managing and allocating resources for successful operations onsite. Manuel's responsibilities include client relations, facility revenue control, scheduling management, budget analysis and payroll reports. Manuel is also responsible for developing, planning, organizing and implementing cost control procedures to ensure compliance with customer specific contract requirements for multiple accounts.

Some of Manuel's primary duties related to the Miami Beach Convention Center are:

- Training and scheduling of associates
- Budgeting
- Completing and submitting accurate and timely weekly reports as required
- Developing new procedures to enhance daily operations
- Tracking inventory uniform supplies
- Setting and achieving quarterly goals based on upper management expectations
- Maintaining cooperative working relationships with all necessary agencies and departments
- Coordinating with all relevant departments for daily and weekly meetings
- Developing and maintaining client relationships

MARIA MORENO

Human Resources Director

Human development and social and corporate welfare management specialist. A psychologist with experience at market research, recruitment of professionals, parking attendants, supervisors and location managers for different sectors, competency assessments, welfare programs design, satisfaction service surveys, customer loyalty, sales and telemarketing strategy.

As an HR Manager she is responsible for accounts performance, guest satisfaction, client satisfaction, and overall customer service.

ADRIANA CABRERA

Accounting Director

Adriana has a Bachelor in Economics and International Business from Universidad Icesi. Adriana over ten years of experience in financial reporting, compliance, budget, operational projections, prepared invoices, operational projections, inventory, reconciliation of banking accounts through QuickBooks and payroll.

As Accounting Director, Adriana is in charge of producing monthly reports to be given to the Parking Department.

CARLA CENTURION

Accounting Bookkeeper

Carla has 3 years of experience as a bookkeeper for First Class. Carla is in charge of tracking and controlling each one of the parking transactions done at the Miami Beach Convention Center and different venues of the parking concession. Carla oversees day to day reports produced by the Flash Valet System.

ANGELA PARRA

Events - Ramp Supervisor

Angela has a Bachelor in Business Administration from Politécnico Grancolombiano. Angela has been with First Class Parking at The Fillmore operation for over 2 years, and her positive attitude and behavior demonstrate her awareness and willingness to respond to customer needs, requirements and expectations. Angela has helped First Class to continue improving our level of service at the Miami Beach Convention Center.

MARIA MONTES

Events - Ramp Supervisor

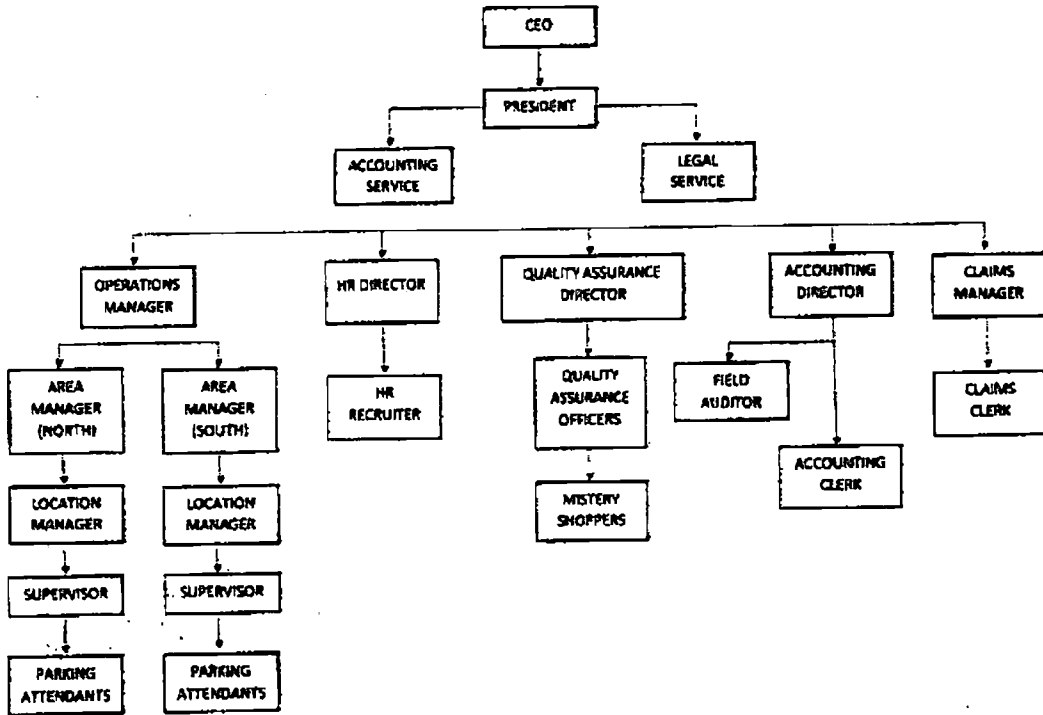
Maria has a Bachelor in International Business from Politécnico Grancolombiano, and is a certified trainer, with experience in project administration and customer service. Maria has been with First Class since 2016 in charge of special events at The Miami Beach

Convention Center. Maria's commitment to excellence in service and positive attitude leaves a memorable lasting impression on customers.

ORGANIZATIONAL CHART

FIRST CLASS PARKING SYSTEMS LLC

ORGANIGRAM



OPERATIONAL PLAN

First Class Parking Systems LLC ("First Class") is enthusiastic about continuing its successful partnership with the City of Miami Beach ("Miami Beach"). First Class believes that any respondent wishing to provide valet parking services to the Miami Beach Convention Center, The Fillmore at the Jackie Gleason Theater, and other venues and events included in this solicitation must commit to providing outstanding customer service through:

- Development of a detailed set of standard operating procedures;
- Development of contingency plans for specific events and venues to nimbly adapt to unforeseen changes on the ground;
- Implementation of rigorous audit and revenue security procedures;
- Commitment to developing and maintaining the highest quality workforce through the detailed assessment and election of employment candidates, and the provision of comprehensive employee training, competitive pay, a friendly workplace, and opportunities for advancement within the company;
- Commitment to using cutting edge technology to improve the customer experience and leave a lasting impression of excellence;
- Continual investment in new and updated equipment and signage;
- Investment in Miami Beach as a true community partner and corporate citizen;
- Provide leadership through an experienced management team mindful of expanding opportunities for improved financial results, both for itself and its partners, and to satisfying the reporting requirements and services standard set forth in its contract.

First Class is proud of its service to Miami Beach, and counts its partnership with Miami Beach among its most important relationships. First Class's partnership with Miami Beach has provided it with a number of intangible benefits that have fueled our growth in Miami-Dade and Broward. Because we view this contract to be central our corporate expansion plans, we will continue to provide to the city of Miami Beach an unprecedented level of direct involvement by senior management in all aspects of the operation. The city and its partners in the operations of the venues to be serviced under the valet concession agreement can rest assured of our personal commitment to the seamless operation and success of the valet concession.

STANDARD OPERATING PROCEDURES

First Class's standard operating procedures consist of the following:

1. Arrive 1 to 2 hours prior to each event. For larger, signature events, staff will arrive well in advance of the 1 to 2-hour timeframe indicated above.

2. Work closely and coordinate with staff, Spectra Venue Management, Live Nation, and other venue operators providing service to the included venues and events to ensure the seamless coordination of every event, enhance the customer experience and improve the efficiency of operations.
3. Provide a detailed event-specific operations plan, with maps if needed, to Miami Beach and its venue managers and service providers prior to each event. It is our belief that providing our partners with a written "plan of attack" prior to each event will allow us to best address our customer's unique needs and ensure the provision of efficient and safe customer service.
4. Provide security for the vehicle storage area. Security will arrive as early as needed in order to ensure that each of the storage locations is adequately protected. Security personnel are equipped with radios.
5. Prepare alternate routes in case of heavy traffic and other contingencies in advance of deploying for each event.
6. Deploy parking lot attendants, when circumstances require, to direct entering and exiting valets.
7. Provide radios to essential personnel in order to ensure constant communication and coordination.
8. Provide the necessary directional signage for the benefit of patrons and to expedite in-bound and out-bound traffic.
9. Utilize a 5-part ticket system in the operation of the valet concession. In a 5-part ticket system, one ticket is used by the valet, one ticket is attached to the keys, one ticket remains in the vehicle, and two tickets are provided to the customer. All parts of the ticket stub have the same number.

To illustrate how the ticket system is utilized, when the customer drives up to the valet booth they are given two stubs, which they take to the cashier in order to retrieve the car at the end of an event. The cashier will take one of the two stubs and will give the other to the customer to prove ownership upon vehicle delivery. The valet runner who parks the car will leave one ticket stub with the car and attach a second stub to the keys, noting the location where the car is parked, vehicle identifying information, and attendant's name on it. The keys are brought to key controller booth where the key controller logs in the keys and records the name of the valet who parked the car in the Flash Valet system.

10. Efficiently distribute the pick-ups to each valet from the side of the ramp at the conclusion of an event, until all cars have been retrieved. (Depending on the size of

the event, the estimated wait time for customers departing en mass ranges from 4 to 15 minutes).

11. Maintain attendants onsite for up to 2 hours after event close to allow customers ample opportunity to claim their vehicle. If the customer does not retrieve their vehicle within that 2-hour period, we place a note on their windshield with a phone number they can call in order to have their keys delivered to them.
12. Continuously remove any trash or debris from the valet parking and parking storage areas.
13. Recycle all valet parking tickets used during an event.
14. Provide a single, secure storage location for all equipment and supplies used to operate the concession.

VENUE-SPECIFIC STANDARD OPERATING PROCEDURES

The Fillmore at the Jackie Gleason Theater

As noted above, on the morning prior to any show a First Class Parking supervisor will contact the theater's management to confirm the total number of advance ticket sales. Based on this information and our past experience managing this facility, we will finalize to set our staffing levels for the upcoming show or event to ensure the efficient operation of the valet concession.

Miami Beach Convention Center

Based on our extensive experience, most of the patrons of the many trade shows hosted at the convention center do not use valet parking as their primary parking alternative. If the show utilizes two (2) exhibition halls, we will initially staff the show with a total of 10 runners – five (5) runners on each hall. As the show progresses, we will augment or reduce the number of runners as the shows goes on. If the one or more of halls utilized is on Washington Avenue, our initial staffing levels for such events will be slightly higher.

Lincoln Road Mall, the Colony Theater & other locations:

First Class will provide the necessary staffing for the various locations assigned by Miami Beach Parking Department. At a minimum, First Class will have 10 attendants on stand-by at all times to service the demands of these locations. With the implementation of the Flash valet system, patrons will be able to deliver their vehicles at one specific valet station, enjoy the walk thru Lincoln Road and the surrounding areas and finally request their vehicle at any of the valet stations located along Miami Beach.

APPEARANCE - LITTER AND MAINTENANCE

First Class is committed to maintaining a clean working environment. Our staff will continuously clean up any debris or trash from the valet parking operations, in order to ensure the maintenance of a professional working environment. First Class will discard all used valet

parking receipts and remove all trash from the concession area before, during, and after the scheduled events.

INCLEMENT WEATHER

First Class Parking has acquired the necessary equipment to work through inclement weather, Site umbrellas, personal umbrellas, rain covers, towels and others to maintain our level of service.



VALET OPERATIONS EQUIPMENT

Annually, First Class reviews its inventory of equipment to assess its condition and purchase any replacement equipment and make any necessary improvements. First impressions of the Miami Beach Convention Center are very important to First Class, and we are mindful of the impact that our equipment and uniforms have on that all important first impression.

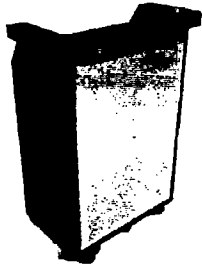
Essential items of equipment utilized in the concession operation include:

- Uniforms for the valet staff;
- Staff name tags;
- Iphones – Ipads (Flash Valet)
- Credit card machines
- 2-24 hours cell phones;
- Portable signage;
- Portable valet stands;
- 5-Part valet parking tickets;
- Traffic control devices (vests, parking wands and safety cones);
- Radios;
- Oversized umbrellas for customers in the event of rain;
- Office supplies for parking administration;
- A safe for monetary deposits (located in one of our locations);
- Large, off-site storage unit;
- Miscellaneous supplies that may be needed by our attendants in order to make the operation a success.

Some examples of the equipment proposed for use in the future operation of the valet concession is located on the following pages. First Class will select any future equipment after consultations with Spectra & Live Nation and subject to the approval of the Miami Beach Parking Department.

VALET AREA SETUP

PODIUMS



SIGNS



Sup. Sign



Sup. and Stand

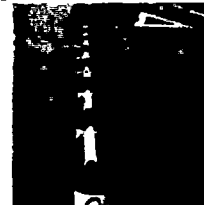
UMBRELLAS



102 in

132 in

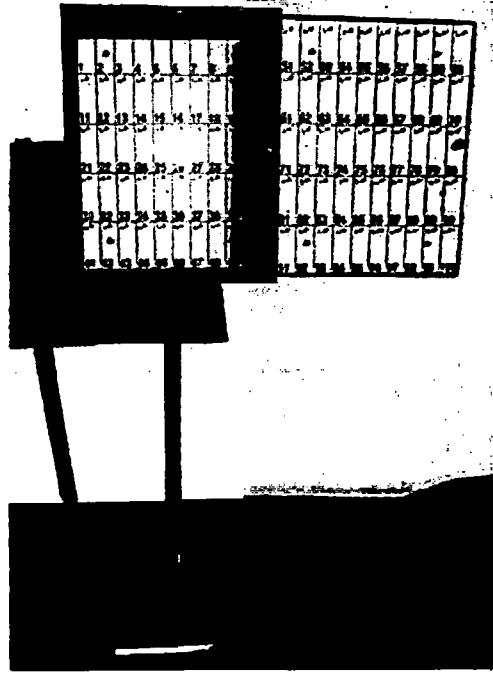
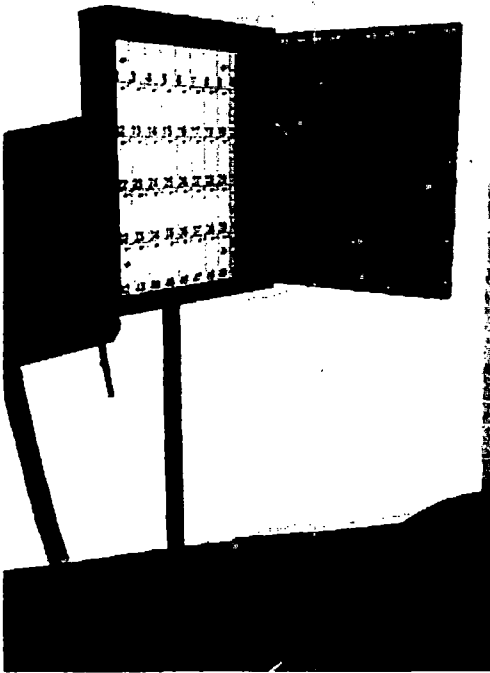
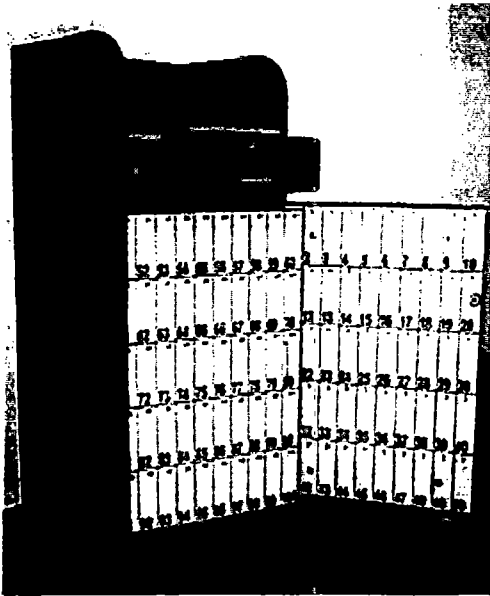
PORTABLE DELINEATORS



PORTABLE BENCHES

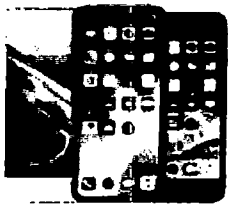


KEY STORAGE

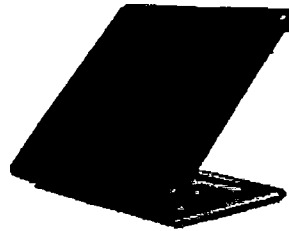


EQUIPMENT

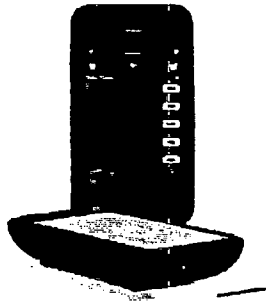
IPHONES



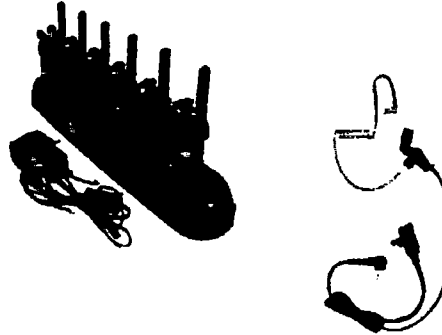
IPADS



SCANNERS



RADIOS—EAR PIECES



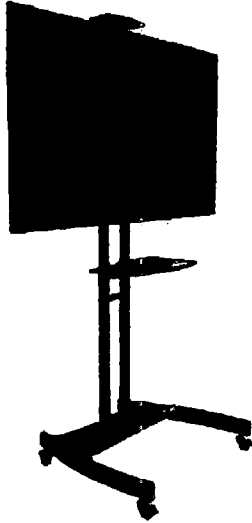
CAMERAS



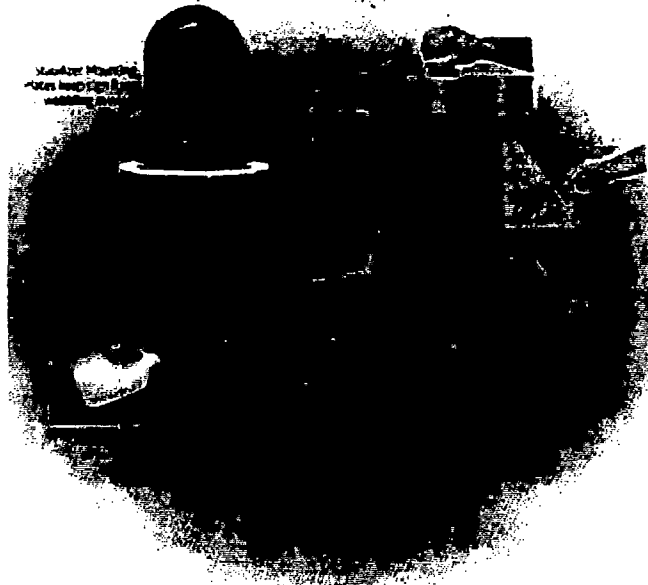
PORTABLE DISPLAY



To provide a better experience to your patrons, First Class has incorporated a portable system to announce vehicles that are arriving at the ramp and the estimated time of arrival for the vehicles that are on queue.

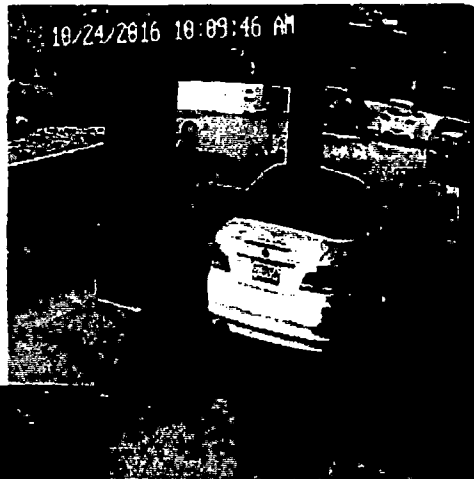


As part of the improvement of the Customer Service experience, First Class has also incorporated a portable camera system which will be managed by a command center.



Command Center

- Quality Assurance-
Customer Service audits
- Vehicle Tracking and vehicle
damage control
- Revenue Control System



SIGNAGE

All signage will be provided by First Class, subject to approval of Miami Beach and in keeping with all applicable requirements. Below please find samples of signage currently employed by First Class under its current concession agreement.

**VALET
PARKING
ONLY**

Sign Only!

**VALET
PARKING
ONLY**

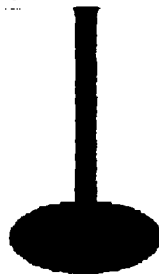


Sign with Stand

**VALET
PARKING**
→

Sign Only!

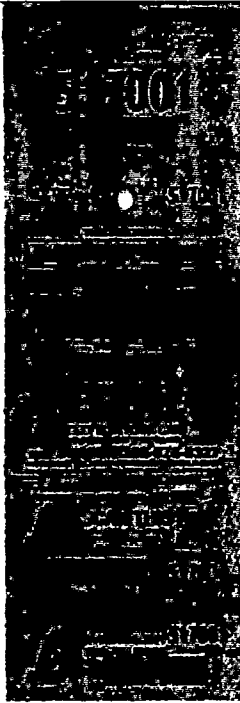
**VALET
PARKING**
→



Sign with Stand

TICKETING

First Class currently uses sequentially numbered, pre-printed tickets for all of its transactions. First Class acknowledges that any tickets utilized under its valet parking services agreement with Miami Beach must be approved by the City Manager. Any ticket records and/or information regarding gross receipts will be made available for inspection by Miami Beach upon request.



1 VEHICLE CHECK
 BEACH BEACH CONVENTION CENTER
133500
 1000000000

KEY TAG **133500**

BEACH BEACH CONVENTION CTR.
 SET



TEXT FOR YOUR CAR
 TEXT 133500 TO 308-878-8327

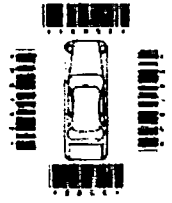
SCAN THIS
 BEACH BEACH CONVENTION CTR.
133500

PARKING RECEIPT **133500**

BACK

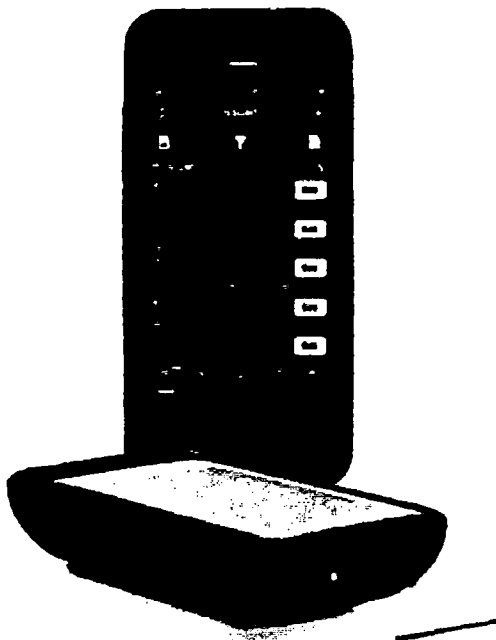


133500



POS SOFTWARE

First Class is proud to use the most cutting edge valet parking point of service software available on the market – *Flash Valet*.



VEHICLE TRACKING

Flash Valet allows First Class to track every parked vehicle, including arrival time, make & model, license number, valet staff who parked and retrieved the vehicle, amount and method of payment, and departure time. *Flash Valet* helps First Class know exactly how long it take us to park and retrieve a vehicle, when our busiest times are and who are most efficient runners are.

TICKET SCANNING & VEHICLE INFO ENTRY WITH VIN SCANNING

Flash Valet provides automated ticket entry by scanning the barcode on the tickets with the Linea Pro. We eliminate paper-based vehicle tracking, and enter all vehicle information directly into *Flash Valet*.

REVENUE CONTROL

Flash Valet allows First Class to account for every vehicle payment transaction regardless of the form of payment (cash, credit card, check, front desk, PayPal or validation). With access to real-time activity information.

VEHICLE REQUEST VIA TEXT WITH MOBILE PAYMENTS

Flash Valet allows First Class to offer your patrons the ultimate in convenience by offering them the luxury of texting for their vehicle from anywhere within your venue. Once the vehicle

request is accepted through the Flash Valet, the customer receives a text with a link that allows them to pay via major credit card or PayPal directly from their phone.

INTERACTIVE VOICE REQUEST (IVR)

Flash Valet allows First Class to reach customers at all technology comfort levels with interactive voice requests (IVRs) for vehicles. Customers can call your location number and receive instructions from a state-of-the-art automated system that processes their request in the same way Flash Valet uses text messages. This option allows customers without text plans and texting experience to call for their cars without waiting at your kiosk.

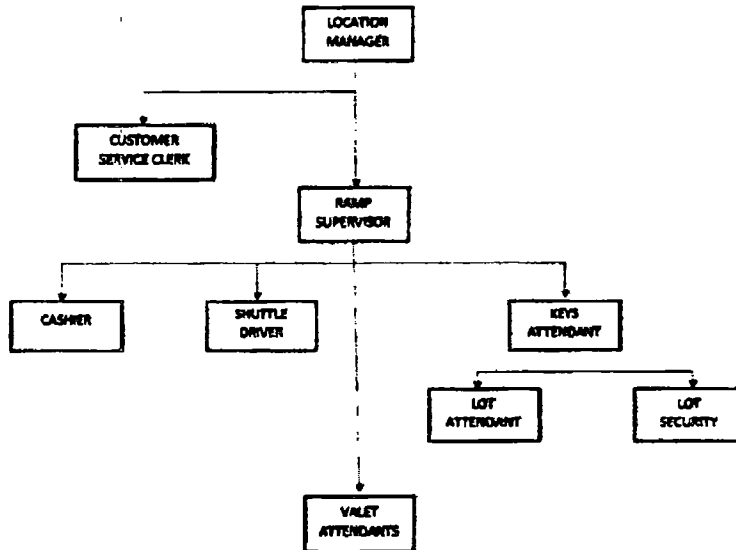
For a comprehensive description of Flash Valet’s capabilities, please go to:

www.flashparking.com/products/flashvalet/flashvalet-capabilities/

VENUE AND EVENT STAFFING

First Class propose to have the following structure for the events at the Miami Beach Convention Center.

VALET OPERATION ORGANIGRAM



LOCATION MANAGER

The Location Manager is in charge of set up, staffing the valet parking operation based on compiled historical data and consultation with the different departments and concessionaires and the ramp set up for the specific event.

Standard Goals

- Provide superior service to all our clients and customers in all aspects of the valet parking experience
- Ensure the highest degree of customer service by always being attentive and responsive to client and customer needs
- Realize that each of our clients is unique in their own way and requires unique service
- Transform our service to cater to individual client needs and problems, including anticipating and embracing necessary changes
- Establish a great reputation by making a great first impression and consistently maintaining that impression through each and every interaction

CUSTOMER SERVICE CLERK

Our Customer Service Clerk assists the Location Manager at the ramp. The Customer Service Clerk's primary goal is to make sure that needs, requirements and expectations of our patrons are fulfilled throughout the arrival and departure process. The Customer Service Clerk handles customer requests, answers customer questions and offers customers other needed assistance. The Customer Service Clerk records customer requests and forwards those requests to the Key Controller. The Customer Service Clerk collects revenue by receiving and recording payments.

First Class staffs Customer Service Clerks at events depending on the size of the event, but there will always be at least one Customer Service Clerk at an event to ensure that the customers' needs are met.

Customer Service clerk will make sure that the following guidelines are followed by our ***Directors of First Impression.***

- Parking attendants will be polite, courteous, and responsive to EVERY client/customer seeking our service
- Parking attendants will follow the customer service guidelines set forth by First Class Parking as well as the guidelines for this specific location, keep in mind that all of our locations are unique in their own way
- When possible, Parking attendants will call all clients and customers by their names - If you do not know their name, make an effort to learn the name for the next time you service them
- Parking attendants will be responsive to all client/customer problems and complaints – if you don't know how to handle the situation please contact your Parking Manager.
- Parking attendants will open all car doors for clients/customers at all times
- Parking attendants will open the lobby doors whenever possible

- Parking attendants will assist residents with luggage or groceries whenever possible however, we cannot lift or carry extremely heavy baggage or equipment – Nothing over 25 pounds
- Valet attendants will greet and say goodbye to every client/customer that is serviced – an enthusiastic “Good Morning!” or “Have a nice Day!” is all that is needed
- Valet attendants will run or hustle to retrieve all vehicles when a client/customer is waiting
- Never adjust the seat, car radio, or air conditioning in any vehicles that you park – unless you cannot drive the car without the adjustment, in which case you will return the seat to the previous position when you finished parking the vehicle
- Never argue with clients/customers regardless of the reason – REMEMBER, the customer is always right – refer clients to your Parking Manager
- NEVER answer a question that you don't know the answer too! Always defer these questions to your Facility manager or Supervisor. Questions regarding company policies and procedures should be deferred to your Facility Manager as well.
- Valet locations differ, so always follow specific Customer Service guidelines as directed by your Facility Manager
- DO EVERYTHING JUST MENTIONED WITH A SMILE AND COURTEOUS DEMEANOR!
- Parking team must know who is working on the building on the different departments while parking attendants are on duty.

RAMP SUPERVISOR

Ramp Supervisor is the first and last impression of your patrons. The Ramp Supervisor's primary goal is to welcome your patrons, issue them a parking ticket, collect payment, assign vehicles to valet attendants for parking and wish patrons farewell as they are leaving.

First Class staffs Ramp Supervisors at events depending on the size of the event, but there will always be at least one Ramp Supervisor at an event to ensure that the customers' needs are met.

CASHIER

The Cashier is in charge of collecting payments at entrance and exit of the event. The Cashier handles payment for patrons that wish to pay cash or credit card will go to the cashier station. First Class staffs Cashiers at events depending on the size of the event, but there will always be at least one Cashier at an event to ensure that the customers' needs are met.

SHUTTLE DRIVER

The Shuttle Driver transports our valet parking attendants back and forth from remote parking stations to main ramp, and vice versa. First Class staffs Shuttle Drivers at events depending on the size of the event and the existence of remote parking.

KEY ATTENDANTS

Key Attendants are located at the parking garage. A Key Attendant's main task is ensure that all the vehicle tickets that have been issued in Flash Valet correspond to the vehicle keys that are received at the parking garage station. Key Attendants will log the key into Flash Valet along with the name of the parking attendant who parked the vehicle. They will also dispatch vehicle when they are requested by the patron or the Cashier.

First Class staffs Key Attendants at events depending on the size of the event, but there will always be at least one Key Attendant at an event to ensure that the customers' needs are met.

LOT ATTENDANT

Lot Attendants control the areas where parking attendants park the vehicles, make sure that parking attendants are parking vehicles correctly and confirm that there is no damage done to a vehicle at the time of parking or retrieving. Lot Attendants are also in charge of determining the parking areas to be used depending upon event circumstances and details Lot Attendants ensure that every parking ticket is fulfilled correctly by the parking attendants.

First Class staffs Lot Attendants at events depending on the size of the event, but there will always be at least one Lot Attendant at an event to ensure that the customers' needs are met.

LOT SECURITY

Lot Security controls the parking area and makes sure that it is used only by the parking attendants. Lot Security also makes sure that parked vehicles are locked and secure.

First Class staffs Lot Security at events depending on the size and circumstances of the event.

PARKING ATTENDANTS – “DIRECTORS OF 1ST IMPRESSION”

Parking Attendants are in charge of parking and retrieving the vehicles. Parking Attendants are also First Class's face at the main ramp. While Parking Attendants do not have the first interaction with your patrons, they play a very important role after our Ramp Supervisor has provided the parking ticket to our patrons.

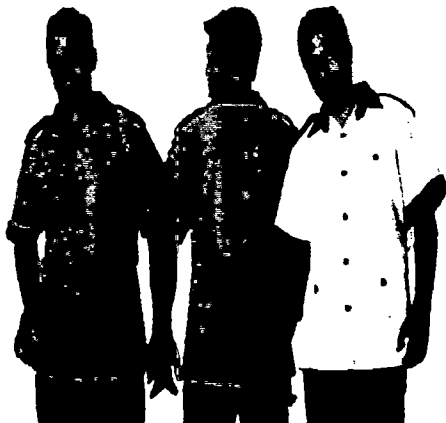
Basic *Director of 1st Impression* Rules:

- Parking attendants will report to work on time and in full uniform
- Parking attendants' uniforms will be neatly pressed and clean at all times
- Parking attendants will be neatly groomed for every shift including being clean shaven and having a conservative hairstyle
- Parking attendants will remove the keys from the vehicle after parking and return the keys to the valet office
- Parking attendants will never hold keys in their pockets – Parking attendants must keep the keys in their key clips after parking a vehicle.

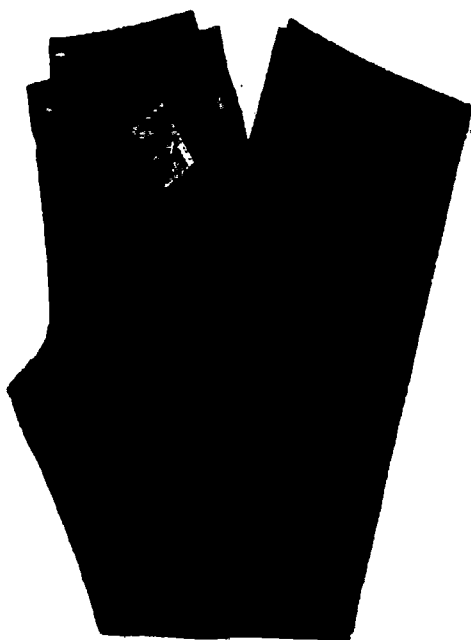
- Vehicles keys must always be kept in valet booth/podium and it must be locked at all times
- NEVER leave your post unattended – if you must leave for any reason, you must contact a manager for approval, leaving your post unattended it is considered reason for termination.
- NEVER use a cell phone or personal phone while on the valet ramp or driving a vehicle
- NEVER use the location or its amenities for personal use (Parking Attendants are not allowed on the property unless they are scheduled to work or picking up their paycheck)
- ALWAYS follow the instruction of your Manager/Supervisor
- Always check vehicles for damage prior to parking, if damage is present inform the customer or your supervisor; please make sure damage is properly documented by taking pictures of the damage.
- Valet areas including Parking Office must always be kept clean including all cigarette butts, valet ticket stubs, and other trash. If you observe any issue with the maintenance in the building please report it to your supervisor, your comments are always welcome.
- SPEEDING is PROHIBITED – Speeding is grounds for IMMEDIATE TERMINATION
- All vehicles are to be parked BACK-IN valet parking spaces
- No personal use of facilities, except for restrooms breaks.
- Valet attendants will not hang out in the valet booth and will always be present on the ramp when not parking a car or assisting a customer
- Valet attendants WILL NOT use cars for personal use or drive off the valet premises for any reason, even with owners' permission
- Valet attendants must ALWAYS fill out the valet tickets according to instruction from their Facility Manager
- No Vehicles are allowed on the loop area for more than 15 minutes.
- Be vigilant of the garage entrance, if there is any malfunction please report it immediately.

UNIFORMS

STANDARD UNIFORMS



GALA UNIFORMS



CLAIMS & REFUND PROCEDURES

At First Class Parking we make all reasonable efforts to ensure that cars are neither damaged, nor vandalized while in our care. All vehicles, however, are entrusted to our care at owner's risk. We assume no liability for any losses or damage stemming from fire, flooding, theft, and other acts of God or vandalism. First Class also disclaims any responsibility for personal articles left in vehicles by customers.

Claims:

Any claims related to damage created by First Class Parking must be presented to a manager by a customer before vehicle is taken from the facility where it is received. First Class Parking managers process and respond to all claims for damage or resulting from an accident in accordance with company procedures. When a claim is reported, the on-site manager will immediately complete an incident report form. A copy of the completed report is provided to the customer and a second copy is retained by the on-site manager for submission to our main office, where senior management will review the filed claims to review the propriety of the on-site manager's disposition of the matter or to follow-up with the affected customer as required.

Portable camera system and command center will assist our parking attendants to notify patrons about existing damages on their vehicles. Parking attendants will signal a damage to the mobile cameras and command center will make note of the damage. Damage will be also recorded in our flash valet application.

All of our valet attendants are trained to look for existing damage and to notify the manager and the customer of any existing damage that is observed prior to removing the vehicle to the on-site storage area. If a car is damaged while in our care, First Class Parking will accept responsible and make arrangements with the affected customer ensure that repairs are completed in a timely manner. First Class Parking, in its sole discretion, will determine whether to process the claim through its insurance carrier or pay the claim out of pocket. All repairs will be completely warranted by First Class Parking.

Refunds:

Any customer that is dissatisfied with the service or has a reasonable complaint will be immediately refunded their parking fee and/or offered a complimentary parking pass for a future event. Refunds will be provided to customers at the sole discretion of the on-site manager. If a refund is issued, a brief description of the reason for the refund will be noted on the daily sheet.

Daily revenue reports will have the quantity of refunds done and the reason for those refunds.

REPORTS

First Class will produce daily reports per event, monthly reports and annual reports as requested on the RFP.

DAILY SHIFT REPORTS

Daily reports include the event venue, date, quantity of vehicles parked, revenue collected, ticket range, type of payments

Miami Beach Convention Center - Filmore Ramp				23 Apr 2018			
Main Summary							
Report Date	23	23	23	23	23	23	23
Total	23	23	23	23	23	23	23
Event Range							
Event	23	0	1	4			
Total	23	0	1	4			
Payment							
Card	23	23	23	23	23	23	23
Cash	23	23	23	23	23	23	23
Total	23	23	23	23	23	23	23
Credit Card Summary							
Card	23	23	23	23	23	23	23
Total	23	23	23	23	23	23	23
Customer Account Summary							
Account	23	23	23	23	23	23	23
Total	23	23	23	23	23	23	23
Average Customer Waited Time: 17.0 Minutes							
Average Vehicle Rate: 23.00							

LOCATION RETRIEVAL DETAIL

First Class has been able to produce all the requested reports to the Miami Beach Parking Department and the Audit Department in a timely fashion. First Class also produces other reports requested by the Audit Department for analysis.

06 Sep 2017 12:00 AM - 06 Sep 2017 12:00 AM

Location Retrieval Detail By Date/Time

Miami Beach Convention Center

Record ID	Start Time	End Time	Rate	Vehicle Make	Vehicle Type	Vehicle Color	Vehicle License	Vehicle State
514881	07 12:03 AM	07 12:08 AM	0 hrs 05 min	Toyota	M	Sequerra	M	Sequerra
514882	07 12:03 AM	07 12:07 AM	0 hrs 04 min	Kia	M	Sequerra	M	Sequerra
514883	07 12:03 AM	07 12:06 AM	0 hrs 03 min	Honda	M	Sequerra	M	Sequerra
514884	07 12:03 AM	07 12:07 AM	0 hrs 04 min	BMW	M	Sequerra	M	Sequerra
514885	07 12:03 AM	07 12:06 AM	0 hrs 03 min	Hyundai	M	Sequerra	M	Sequerra
514886	07 12:03 AM	07 12:04 AM	0 hrs 02 min	Ford	M	Sequerra	M	Sequerra
514887	07 12:07 AM	07 12:10 AM	0 hrs 03 min	Chrysler	M	Sequerra	M	Sequerra
514888	07 12:03 AM	07 12:11 AM	0 hrs 08 min	Volkswagen	M	Sequerra	M	Sequerra
514889	07 12:03 AM	07 12:07 AM	0 hrs 04 min	Ford	M	Sequerra	M	Sequerra
514890	07 12:03 AM	07 12:10 AM	0 hrs 07 min	Dodge	M	Sequerra	M	Sequerra
514891	07 12:03 AM	07 12:07 AM	0 hrs 04 min	Toyota	M	Sequerra	M	Sequerra
514892	07 12:07 AM	07 12:10 AM	0 hrs 03 min	Honda	M	Sequerra	M	Sequerra
514893	07 12:03 AM	07 12:07 AM	0 hrs 04 min	Volkswagen	M	Sequerra	M	Sequerra
514894	07 12:07 AM	07 12:10 AM	0 hrs 03 min	Ford	M	Sequerra	M	Sequerra
514895	07 12:03 AM	07 12:10 AM	0 hrs 07 min	Mercury	M	Sequerra	M	Sequerra
514896	07 12:01 AM	07 12:07 AM	0 hrs 06 min	Toyota	M	Sequerra	M	Sequerra
514897	07 12:03 AM	07 12:06 AM	0 hrs 03 min	Nissan	M	Sequerra	M	Sequerra
Total Rows		17	Total Amount:	\$0.00	Average Time:	0 hrs 3 min		

PERFORMANCE STANDARDS

First Class commits to exceeding all performance standards required by Miami Beach and the RFP. As outlined in the RFP, First Class will:

1. Have a representative attending to all meetings in advance of events;
2. Comply with all uniform requirements;
3. Provide service for all events on scheduled dates;
4. Maintain a service level that ensures vehicles are returned to patrons in less than 15 minutes;
5. Print new tickets with the appropriate fee noted on the face of the ticket in accordingly city requirements;
6. Provide all the necessary signage for events;
7. Prohibit employees from soliciting any type of gratuities from customers;
8. Report all incident or claim to the City Parking Department within 48 hours;
9. Respond in writing to customer complaints within 48 hours and submit a copy of all such responses to the city Parking Department; and
10. Conduct, at all times, the operation of the valet concession in a respectful and courteous manner.
11. Have a Software application that allows to provide records of events associated with each parked vehicle.

APPENDIX E REVENUE PROPOSAL FORM

Failure to submit Revenue Proposal Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

This Revenue Proposal Form shall be completed mechanically or, if manually, in ink. Revenue Proposal Form completed in pencil shall be deemed non-responsive. All corrections shall be initialed.

Scoring and ranking will be made in accordance with Maximum Points Schedule as stated in Section 0400 Proposal Evaluation.

Valet Parking Concession Services
MINIMUM GUARANTEED REVENUE TO THE CITY (MG)
See Appendix C, Paragraph 2 (p. 26)

		(A)	(B)	(C) (A x B = C)
1	Minimum Guarantee (MG) Valet Parking Concession Services	\$ 17,900 /Month	12 Months	\$ 214,800 /Year ¹

¹ The minimum acceptable annual amount shall be no less than \$200,000.00. Proposers are encouraged to offer a Minimum Guarantee in excess of this amount as the proposed Minimum Guarantee (MG) provided to the City shall be utilized to allocate points in the Evaluation Process.

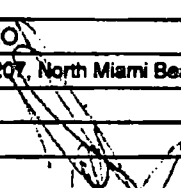
Eidder's Affirmation	
Company:	First Class Parking Systems LLC
Authorized Representative:	Jorge Zuluaga, CEO
Address:	12550 Biscayne Boulevard, Suite 207, North Miami Beach, FL 33181
Telephone:	305-531-4466
Email:	jzuluaga@valotony.com
Authorized Representative's Signature:	

EXHIBIT B
(COCA COLA AGREEMENT)

Execution Version

*The Coca-Cola Company*COCA-COLA PLAZA
ATLANTA, GEORGIA

March 16, 2017

City of Miami Beach
 Attention: Ms. Gisela Torres
 1700 Convention Center Drive, Fourth Floor
 Miami Beach, Florida 33139

Re: Sale of the Assets of Coca-Cola Refreshments USA, Inc. to Coca-Cola Beverages Florida, LLC

Dear Ms. Torres:

Reference is hereby made to that certain agreement (the "Agreement"), dated March 14, 2012, by and among the City of Miami Beach, Florida (the "City"), Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company ("CCR") and The Coca-Cola Company, acting by and through Coca-Cola North America, attached hereto as Exhibit A.

As you know from our prior communications, CCR has transferred certain of its assets to Coca-Cola Beverages Florida, LLC ("CCBF"). In connection with such transfer, CCR formally requests the City's consent to: (i) assign all of CCR's right, title and interest in and to the Agreement to CCBF, including those rights noted in the Agreement as non-assignable by CCR, as of February 25, 2017 (the "Assignment Effective Date") and (ii) CCBF's assumption of all of CCR's obligations and liabilities under the Agreement from and after the Assignment Effective Date (collectively, the "Assignment"). CCBF hereby accepts the Assignment and further assumes and agrees to perform all of the duties and obligations of the Bottler under the Agreement, subject to the Agreement's terms, from and after the Assignment Effective Date.

By consenting to the Assignment, the City acknowledges and agrees that the Agreement shall remain in full force and effect after completion of the Assignment and that there is no default or breach by any party under the Agreement in connection with, or as a result of, the Assignment, and the City agrees to release CCR from all liabilities and obligations under the Agreement arising after the completion of the Assignment.

From and after the Assignment Effective Date, all references to the Bottler or "CCR" under the Agreement shall be construed to refer to CCBF. The address for notices to Sponsor, as set forth in Section 10 of Attachment A to the Agreement shall be as follows:

Coca-Cola Beverages Florida, LLC
 10117 Princess Palm Avenue, Suite 400
 Tampa, Florida 33610
 Attention: Thomas Benford, Executive Vice President
 tbenford@cocacolaflorida.com

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With a copy to:
Deborah Peard, Vice President and General Counsel
dpeard@cocacolaflorida.com
at the address above

We would greatly appreciate that you indicate your consent by countersigning in the space below.

[Signature page follows]

Classified - Confidential

8

Execution Version

Sincerely,

THE COCA-COLA COMPANY, ACTING BY AND THROUGH COCA-COLA NORTH AMERICA

By: J.M. Douglas, Jr.
Name: J.A.M. Douglas, Jr.
Title: President, Coca-Cola North America
Date: March 18, 2017

COCA-COLA REFRESHMENTS USA, INC. D/W/A FLORIDA COCA-COLA BOTTLING COMPANY

By: J.M. Douglas, Jr.
Name: J.A.M. Douglas, Jr.
Title: President, Coca-Cola North America
Date: March 18, 2017

COCA-COLA BEVERAGES FLORIDA, LLC

By: Deborah Penn
Name: DEBORAH PENN
Title: VICE PRESIDENT & GENERAL COUNSEL
Date: 3-17-17

ACCEPTED, ACKNOWLEDGED AND AGREED

CITY OF MIAMI BEACH, FLORIDA

By: [Signature]
Name:
Title:
Date: 3/28/17

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

ATTEST:
[Signature]
Rafael E. Granada, City Clerk

[Signature] 3-23-17
City Attorney RAY Date



Signature Page to City of Miami Beach Consent Letter

B

7/13/11 2011-27704

March 14, 2012

Mayor Matti Herrera Bower
Mayor of City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33138

Dear Mayor:

This letter confirms the agreement made by and among the City of Miami Beach, Florida ("City"), Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company ("Bottler") and Coca-Cola North America, a division of The Coca-Cola Company ("Company", and collectively with Bottler, "Sponsor"), which sets forth certain exclusive rights granted to Bottler by City, as set forth in the Term Sheet and Exhibits attached thereto, all of which are attached hereto as Attachment A.

1. Term Sheet and Definitive Agreement

The Term Sheet and Exhibits attached thereto are hereby incorporated herein in their entirety. This letter and the Term Sheet, together with any other attachments referenced in either, will constitute a legally binding agreement (the "Agreement") when this letter is signed by all parties in the spaces provided below. All capitalized terms not defined in this letter shall have the meanings assigned to them in the Term Sheet. This letter shall prevail in the event of any conflict between the provisions of this letter and the Term Sheet.

2. Advertising Rights

(a) City agrees that Bottler's advertising shall be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible to the general public. The Products shall be prominently listed on any menu boards located at the Facilities and all Equipment (as such term is defined herein) dispensing Products shall be prominently identified with the appropriate trademarks/logos.

(b) City further agrees that all Products will be dispensed in Sponsor's Equipment and that no other trademarked, equipment, coolers or containers will be permitted.

3. Product Rights

(a) City shall purchase or shall cause its Concessionaires to purchase, all Products, (and cups, lids and carbon dioxide, if applicable) directly from Bottler.

(b) City hereby grants to Bottler the exclusive Beverage rights at the Facilities, except as may be otherwise provided for in this Agreement and Exhibits.

(c) If City contracts a concessionaire, City will cause concessionaire to purchase from Bottler all requirements for Beverages (and cups, lids and carbon dioxide, if applicable). Such purchases will be made at prices and on terms set forth in Bottler's existing agreement with concessionaire, if any. If no agreement exists between concessionaire and Bottler, such purchases will be made at prices and on terms set forth in this Agreement. City acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to City or concessionaire if concessionaire has an existing agreement with Bottler.

4. Equipment and Service

(a) Bottler Equipment and Service: During the Term, Bottler will loan to City, pursuant to the terms of Bottler's equipment placement agreements, at no cost, that Beverage vending equipment reasonably required and as mutually agreed upon to dispense Products at the Facilities ("Bottler Equipment"). In addition, Bottler will provide at no charge regular mechanical repair reasonably needed for Bottler Equipment, as further outlined in Exhibit 7 to the Term Sheet. Prior to Bottler's installation of Bottler's Equipment at a particular Facility, the City shall provide Bottler with written confirmation that it has conducted an inspection of the electrical service at such Facility and that, based on such inspection, the City finds that the electrical service at the Facility is proper and adequate for installation of Bottler's Equipment. Notwithstanding the preceding, if at any time following Bottler's installation of Bottler's Equipment at a Facility, Bottler's Equipment is damaged as the direct result of defective electrical service at the Facility, then the City will reimburse Bottler for the cost of repair or replacement, as the case may be, of Bottler's Equipment, pursuant to the filing of a claim with the City's self-insurance fund. Notwithstanding the preceding, the City shall not be responsible nor liable to Bottler under this subsection for any damages to Bottler's Equipment which is not caused as a direct result of defective electrical service at a Facility (including, without limitation, any damage to Bottler's Equipment which is caused due to the negligence or misconduct of Bottler's employees, contractors, and/or agents, or from any other cause or act other than faulty electrical service).

(b) Fountain Equipment and Service: During the Term, Company will loan to City, pursuant to the terms of Company's equipment placement agreement, at no cost, that Fountain Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense a quality fountain Beverages at the Facilities ("Fountain Equipment")(collectively, Bottler Equipment and Fountain Equipment are called "Equipment"). No ice makers or water filters will be provided. All Fountain Equipment provided by Company will at all times remain the property of Company and is subject Company's equipment agreement, but no lease payment will be charged. To the extent that Fountain Equipment loaned from Company under this Agreement is located at Facilities that are owned, controlled or managed by a concessionaire of City or other persons not party to this Agreement, City will include provisions in its agreements with such concessionaires that recognize that the Fountain Equipment is owned by Company and that obligates the concessionaires to honor the terms and conditions such equipment agreement.

Company (or Bottler) will provide at no charge regular mechanical repair reasonably needed for Fountain Equipment. Any removal, remodel, relocation or reinstallation of dispensing equipment, flavor changes, summerize/winterize, line changes, or service necessitated by damage or adjustments to the equipment resulting from misuse, abuse, failure to follow operating instructions, service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO₂ or fountain syrup container was empty), or calls that are not the result of mechanical failure (collectively "Special Service Calls"), are not considered regular service and will not be provided free of charge. Charges for Special Service Calls will be charged at Company's (or Bottler's) then current rate and will be invoiced on a semi-annual basis. Charges will include labor, travel time, parts, and administrative costs.

5. Competitive Products Prohibited.

(a) City agrees that it will not knowingly permit any Competitive Products to be sold, distributed, served, sampled, marketed, advertised, or promoted in any manner at the Facilities, or in association with City, the Facilities or the City trademarks, during the Term, except as outlined in this Agreement.

(b) City agrees that City will not grant any rights, or enter into any contractual or other relationship, whereby City, the Facilities, and/or the City trademarks will be, or have the potential to be, associated in any manner, with any Competitive Products, except as outlined in this Agreement and the Term Sheet.

(c) If City learns of any Competitive Products being marketed, advertised, or promoted in any manner which implies an association with City Facilities or City trademarks (hereinafter referred to as "Ambush Marketing"), City will promptly notify Bottler in writing of the Ambush Marketing; and also will promptly use its efforts, and cooperate in good faith with Bottler, to prevent or stop such Ambush Marketing in order to protect the exclusive associational rights granted to Bottler under this Agreement.

(d) Special Promotional Events Exception. See Exhibit 8.

(e) The City will provide Bottler with no less than thirty (30) calendar days prior written notice of each event which it intends to designate as a Special Promotional Event.

(f) The private, personal consumption of Competitive Products by athletes, coaching staff, musicians, actors, comedians, or other entertainment personalities appearing and performing at the Facility is allowed and will not be considered a Special Promotional Event. City shall use efforts to ensure such consumption is limited to private areas and may not be permitted in any area of the Facility to which the public or any member of the print or electronic media has legal access.

(g) Product availability at Facilities for private events. A private event at a Facility shall mean the use of a Facility, either through the rental of the Facility or through the issuance of a City-approved Special Event Permit, by a person(s) or business entity (ies) (i.e. such as a corporation) which is not open or accessible to the general public either free or via a purchased ticket. For example purposes only, private events may include, but not be limited, to the following: weddings, bar mitzvah/bat mitzvah and corporate events. Product availability and exclusivity at private events shall be handled as follows: Only Products will be sold, distributed, sampled or otherwise served at Facilities at any time. Notwithstanding the foregoing, Competitive Products may be distributed at no cost by the user of the Facility for private events, provided that Products will continue to be the only Products sold, distributed, sampled, or otherwise served by Facilities concession operations.

(h) Product availability at Facilities as it relates to charitable events (including, events produced by not-for-profit entities with valid tax exemption from the IRS) at Facilities or at City-Permitted Special Events (e.g., Relay for Life, Aids Walk, American Cancer Society), shall be handled as follows: Only Products will be sold, distributed, sampled or otherwise served at Facilities at any time. Notwithstanding the foregoing, Competitive Products may be distributed at no cost by the charitable organization using the Facility provided that Products will continue to be the only Products sold, distributed, sampled, or otherwise served by Facilities concession operations and that Bottler had opportunity to supply Products for the charitable event and declined.

6. Consideration.

(a) Pricing. Pricing (including price increases) will be implemented as outlined in the Term Sheet.

(b) Credit Card Readers and Funding. Bottler and City will mutually agree to install credit card readers in select Beverage dispensers, which are identified as high traffic locations. Bottler will pay for the credit card readers in an aggregate amount of not to exceed Ten Thousand Dollars (\$10,000). This funding will be earned over the Term of the Agreement. City shall have no responsibility to fund any overage for payment of the credit card readers should they exceed Ten Thousand Dollars (\$10,000). Bottler shall be responsible for all maintenance and repair of the credit card readers. Upon termination or expiration of the Agreement, City shall return all credit card readers to Bottler.

7. Trademarks: Approvals.

(a) City acknowledges that The Coca-Cola Company is the owner of all right and title in the trademarks "Coca-Cola", "Diet Coke", "Sprite", "DASANI", "Minute Maid", "POWERADE", "Fanta", "vitaminwater", "Full Throttle", "NOS" and other trademarks of The Coca-Cola Company, and it acquires no rights whatsoever in these trademarks

by virtue of this Agreement. City agrees to submit all proposed uses of The Coca-Cola Company marks to Sponsor for approval prior to use, but such approval shall not be unreasonably withheld.

(b) Bottler acknowledges that City is the owner of all right and title in the service mark "MiamiBeach" and that Bottler acquires no rights whatsoever in the service mark by virtue of this Agreement. Bottler shall have the right to use the City's service mark during the Term in connection with its marketing activities at the Facilities. Border agrees to submit all proposed uses of City's service marks to City for approval prior to use, but such approval shall not be unreasonably withheld.

8. Termination

(a) Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages at any time during the Term of this Agreement, and the City fails to cure such breach within thirty (30) days following written notice of same from Bottler then, at its option, Bottler may terminate this Agreement and City shall (i) return any Equipment, and (ii) pay to Bottler the unearned portion of pre-paid Sponsorship Fees for the Agreement Year in which the termination occurs (pro-rated through the date of termination), if any, as well as any other upfront funding deemed earned over the Term, if any, prorated through the date of termination.

(b) City represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein. In the event of expiration or revocation of such authority, and if the City fails to cure such breach within thirty (30) days following revocation of full right and authority, then at its option, Bottler may terminate this Agreement, and City shall (i) return any Equipment; and (ii) pay to Bottler the unearned portion of pre-paid Sponsorship Fees for the Agreement Year in which the termination occurs (pro-rated through the date of termination), if any, as well as any other upfront funding deemed earned over the Term, if any, pro-rated through the date of termination.

(c) If Bottler breaches any of its material obligations under this Agreement, and fails to cure such breach within thirty (30) days following written notice of same from the City, then City may terminate this Agreement and Bottler shall remove all Equipment from the Facilities, and the City shall be entitled to retain the earned portion of any pre-paid Sponsorship Fees for the Agreement Year in which the termination occurs (pro-rated through the date of termination), if any; other upfront funding deemed earned over the Term, if any, prorated through the date of termination; and any fees or payments due for the Agreement year in which the termination occurs, such as commission fees, if any.

(d) Notwithstanding the above, nothing in this section shall operate to restrict any other remedies that either party may have against the other in the event of a material breach by a defaulting party.

9. Insurance

The Bottler acknowledges that the City is self-insured, as provided in **Attachment B** to this Agreement.

Bottler shall, at its sole cost and expense, obtain, provide and maintain, during the Term, the following types and amounts of insurance, which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide:

- 1) Commercial General Liability. A policy including, but not limited to, commercial general liability, including bodily injury, personal injury, property damage, in the amount of \$1,000,000 per occurrence. Coverage shall be provided on an occurrence basis.

2) Workers' Compensation per the statutory limits of the State of Florida and Employer's Liability Insurance.

3) Automobile Liability - \$1,000,000 combined single limit for all owned/non-owned/hired automobiles.

Said policies of insurance shall be primary for Sponsor/Bottler's negligence only to and contributing with any other insurance maintained by Bottler or City, and all shall name City of Miami Beach, Florida as an additional insured on the commercial general liability and automobile liability policies. Sponsor shall provide thirty (30) days written notice to City prior to policy cancellation.

Bottler shall file and maintain certificates of the above insurance policies with the City's Risk Management Department showing said policies to be in full force and effect at all times during the Term.

10. Notices

Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. A copy of the notice must be sent by fax when the notice is sent by mail or courier. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

(A) Notice to Sponsor.

Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company
3350 Pembroke Road
Hollywood, Florida 33021
Attention: V.P. Market Unit, South Florida
Fax: 954-986-3173
Ticket Addressee: V.P. Market Unit, South Florida
Fax: 954-986-3173

With a copy to: Coca-Cola Refreshments USA, Inc.
2500 Windy Ridge Pkwy
Atlanta, Georgia 30339
Attention: General Counsel

(B) Notice to City.

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33138
Attention: Hilda Fernandez
Fax: 305-673-7782

11. Governing Law

This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict of law rules.

12. Compliance with Law

Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

13. Retention of Rights

No party shall obtain, by this Agreement, any right, title or interest in the trademarks of the other, nor shall this Agreement give any party the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks, service marks or copyrights of the other, except as may be expressly provided and authorized herein.

14. Jury Waiver

EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

15. Entire Agreement

This Agreement and its exhibits contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be assigned without the prior written consent of all parties; provided, however, that Bottler may assign this Agreement in connection with its reorganization or the sale of all or substantially all of its assets. All amendments to or waivers of this Agreement must be in writing signed by all the parties.

The Coca-Cola Company, acting by and through its Coca-Cola North America Division

By: Susanne Geldert
Print Name: Susanne Geldert
Title: Sr. VP, Southeast Region S&S
3/26/12

City of Miami Beach

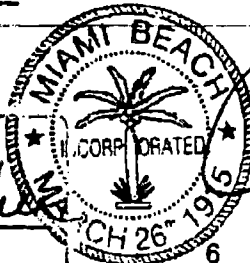
By: Matti H. Bower
Print Name: Matti H. Bower
Title: Mayor
3/16/12

Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company

By: Sally Forsyth
Print Name: SALLY FORSYTH
Title: REGION CONTROLLER 3/22/12

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

Robert Pacheco
ATTEST



[Signature]
City Attorney
Date 3-15-12

Attachment A

TERM SHEET

EXCLUSIVE NON-ALCOHOLIC BEVERAGE AGREEMENT

**CITY OF MIAMI BEACH AND COCA-COLA REFRESHMENTS USA, INC.
and COCA-COLA NORTH AMERICA, A DIVISION OF THE COCA-COLA
COMPANY**

<p>1. DEFINITIONS:</p>	<p><u>Bottler:</u> Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company</p> <p><u>Company:</u> Coca-Cola North America, a division of The Coca-Cola Company</p> <p><u>Sponsor:</u> Collectively, "Bottler" and "Company"</p> <p><u>City:</u> City of Miami Beach</p> <p><u>Agreement:</u> Exclusive Non-Alcoholic Beverage Agreement</p> <p><u>Facilities:</u> Includes the following Miami Beach property, including any land, building, structures and/or other facilities thereon: Miami Beach Golf Club; the Normandy Shores Golf Club; The Fillmore Miami Beach at the Jackie Gleason Theater (upon the expiration of the current management agreement); the Miami Beach Convention Center; all currently existing City of Miami Beach owned parks and recreational facilities; all currently existing City of Miami Beach owned public parking garages which are either directly operated by the City, through its Parking System, or by a third party who, pursuant to a management or concession agreement with the City, is contractually authorized to operate and manage such garage on behalf of the City; all currently existing public beachfront concessions which are either directly operated by the City or by a third party who, pursuant to a concession or management agreement with the City, is contractually authorized to operate and manage such concession on behalf of the City; and any additional future Facilities or expansion of existing or future Facilities, including but not limited to, the concession facilities at 21st and 46th street and at South Pointe Park and the Miami Beach Convention Center facility expansion, except as may be otherwise be excluded in the Agreement.</p> <p><u>Beverage:</u> all non-alcoholic beverages of any kind including but</p>
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	<p>not limited to coffee products; tea products; concentrated energy drinks, including those in small servings; protein-enhanced dairy beverages; frozen drinks (e.g. ICEE) and smoothies made from concentrate; and the pre-mix and/or post-mix syrups used to prepare fountain Beverages. "Beverage" or "Beverages" shall not include dairy products except as noted above (e.g. milk, yogurt, ice cream), water drawn from the public water supply, or unbranded juice squeezed fresh at the Facilities.</p> <p><u>Products:</u> Beverage products purchased directly from Bottler, or with written Bottler approval from, or Bottler's authorized distributor, or sold through vending machines owned and stocked exclusively by Bottler.</p> <p><u>Competitive Products:</u> Beverages which are not Products.</p>
2. AGREEMENT TERM:	The Term shall begin January 1, 2012 and will continue until December 31, 2021 (the "Term"). When used in this Term Sheet, the term "Agreement Year" means each consecutive twelve-month period during the Term, beginning with the first day of the Term.
3. EFFECTIVE DATE:	January 1, 2012
4. EXPIRATION DATE:	December 31, 2021 as to all Facilities
5. SPONSORSHIP FEE:	<p>\$3,725,000 for the Term of the Agreement.</p> <ul style="list-style-type: none"> • First installment of \$800,000 (includes sponsorship fee for Agreement Year One and signing bonus) will be paid within sixty (60) days of execution of the Agreement by all parties. The portion pertaining to the signing bonus (\$475,000) will be deemed earned over the Term and the portion pertaining to the sponsorship fee for the Agreement Year One (\$325,000) shall be deemed earned evenly on a monthly basis during the first Agreement Year. • \$325,000 due each Agreement Year thereafter during the Term of the Agreement, due upon the anniversary date of the Agreement and will be deemed earned over the Agreement Year. (Subject to purchase of a minimum of 22,500 cases of bottles/cans per year.)
6. COMMISSIONS:	Commissions to be paid quarterly in arrears by Bottler to City based upon cash collected less taxes and as per the Commission Rate Structure according to Bottler's sales records. (Exhibit 1)
7. COMMUNITY SUPPORT/	Bottler will provide City with a total of \$17,500 in cash for the

COMPLIMENTARY PRODUCT:	<p>purchase of equipment or other products (mutually agreed upon)</p> <p>Bottler shall provide City, upon City's request, with up to 450 standard physical cases of complimentary Product (12 ounce CSD cans and/or DASANI 12 ounce bottles) per Agreement year for a Product bank to be used by the City. If City does not request complimentary Product by the end of each year, any remaining complimentary Product shall be retained by Bottler with no further obligation to Account. Bottler will provide complimentary Product donation report upon Account's request.</p>
8. ADVERTISING & SPONSORSHIP:	<p>Bottler has the exclusive right to advertise Products (i) at the Facilities and (ii) in connection with the Facilities. No permanent or temporary advertising, signage or trademark visibility for Competitive Products are permitted anywhere at the Facilities, except as permitted pursuant to the Agreement. Advertising rights are further delineated in Exhibit 2. Bottler has the exclusive right to advertise the Products as the "Official" or "Exclusive" soft drink, sports drink, dairy-based protein drink, water, tea, energy drink, and/or juice or juice drink, etc. of the Facilities, of the City of Miami Beach and of South Beach. Bottler will be the exclusive advertiser of Products associated with the Facilities.</p>
9. PRODUCT RIGHTS:	<p>Bottler has the exclusive right to sell or distribute Products at the Facilities. No Competitive Products may be sold, dispensed, sampled or served anywhere at the Facilities, or on the City's public rights-of-ways, except as may otherwise be provided for in this Agreement.</p>
10. EXCEPTIONS:	<p>Except for those Facilities specifically enumerated in Section 1., "Facilities" shall NOT include any City of Miami Beach property (including any City-owned land, buildings, structures, and/or other facilities thereon) which—as of the Effective Date—is used, occupied, controlled, and/or managed and operated by a third party (or parties) pursuant to any of the following agreements between the City and such third party(ies): (i) lease agreement; (ii) concession agreement; (iii) operation and management agreement; (iv) development agreement; (v) easement agreement; (vi) license and/or use agreement; (vii) revocable permit; and/or (viii) any other written instrument between the City and such third party(ies) which</p>
	<p>establishes a contractual right on behalf of such third party(ies) for the use and/or occupancy of City property. This shall include, but not be limited to, any City property occupied by a tenant through a lease or rental agreement (including, without limitation, leases or rental agreements for office,</p>

retail, and/or commercial uses(s) in City-owned buildings); any City property managed and operated, and/or otherwise used, by a third party(ies) pursuant to a management agreement or concession agreement; private upland owner beachfront concessions which are issued a permit by the City (and which are neither operated directly by the City, nor by a third party on behalf of and pursuant to a contract with the City); sidewalk cafes which are issued a permit to operated pursuant to the City's Sidewalk Café Ordinance, as may be amended from time to time; "public-private" projects developed and constructed pursuant to a Development Agreement (pursuant to the requirements of the Florida Local Government Development Agreement Act under Chapter 163, Florida Statutes); any hotel or retail development related to the expansion of the Miami Beach Convention Center that is not managed as part of the Convention Center operations (e.g. adjacent commercial retail, hotel, etc.); public bus shelter advertising managed by a third party under contract with the City; and advertising permitted pursuant to the City's current agreement for the public bike-share concession. Notwithstanding the preceding, the City will: i) make reasonable good faith efforts to meet with the bike-share concessionaire and negotiate an amendment to the existing bike-share concession agreement, which must also be subject to agreement by the bike-share concessionaire, to prohibit the bike-share concessionaire from advertising Competitive Products; ii) if City renews the bike-share concession agreement with the bike-share concessionaire, then, as a condition to such renewal, the City Manager will recommend that such renewal be conditioned that such renewal include a term prohibiting the bike-share concessionaire from advertising Competitive Products; and iii) no advertising of Competitive Products shall be permitted on bike-share station kiosks during the Term should the City, after the Effective Date, approve advertising for placement on bike-share kiosks. Should the City enter into any new bike-share agreements during the Term, no advertising of Competitive Products shall be permitted on the bicycles used for that bike-share agreement(s).

Further, for the following locations which are under a pre-existing concession and/or use agreement (i.e. in effect prior to the Effective Date of the Agreement) with a Competitive Products supplier, those Facilities will come under this Agreement after such Competitive Products agreement is terminated or expires, or until such time as the concession or use agreement with the City for those Facilities is terminated, expires or is subject to any renewal provisions. The current

list of such facilities, and their expiration dates, are as follows:

- 1) 21st Street/46th Street Beachfront Concession/Tim Wilcox, Inc. – 11/30/2012
- 2) South Pointe Park Concession/Blissberry – 11/30/2012
- 3) Normandy Isle Pool Concession Stand/E. Gomez – 11/09/2011

City agrees that it will not knowingly permit any Competitive Products to be sold, distributed, served, sampled, marketed, advertised or promoted at the Facilities, or in association with City, except, and as further explained, in Exhibit 8:

- Third party exhibitor set ups at Facilities or during City-Permitted Special Events in accordance with the City's Special Event Permit Guidelines, as same may be amended from time to time.
- Charitable events at Facilities or at City-Permitted Special Events where Competitive Product are donated to the charitable event;
- Availability at City-Permitted Special Events only within Special Event Permit Area (as such term is defined in the City's Special Event Permit Guidelines, as same may be amended from time to time).
- Up to four (4) sponsorship events at the Miami Beach Golf Club, and up to four (4) sponsorship events at the Normandy Shores Golf Club each Agreement year;
- up to three (3) sponsorship events at the Miami Beach Convention Center each Agreement Year (the number limitation for the sponsorship events at the Miami Beach Convention Center is subject to a review after three (3) Agreement Years);
- a mutually agreed upon number of sponsorship events at the Fillmore Miami Beach at the Jackie Gleason Theater (upon expiration of the existing management agreement); and
- up to four (4) City-issued Special Event Permits for a "City Approved Major Sponsorship Public Event", each Agreement Year, which includes an event sponsored by a manufacturer, distributor, or marketer of Competitive Products under a master sponsorship agreement with the owner or operator of the sponsorship event; an event conducted on a national or regional multi-market basis; and/or an event where a competitor is the presenting, title or other primary sponsor of the event. The number limitation for City-Issued Special Events is subject to a review after three (3) Agreement Years.

	Whenever possible, City will make reasonable good faith efforts to encourage third party users of the Golf Courses and Convention Center, and Special Event organizers, to use Bottler's Products for their non-alcoholic beverage needs. Since third party organizers who apply for Special Event Permits will be permitted to sell only Bottler's Products, City will amend City's Special Events Permit Application and City will provide Sponsor contact information through the City's Special Events Permit Application process.
11. MARKETING PROGRAM:	Bottler agrees to provide Account with annual in-kind marketing support fund with an approximate retail value of Two Hundred Thousand Five Hundred Dollars (\$200,500) as further delineated in Exhibit 3.
12. RECYCLING PARTNER:	Bottler shall be designated the official "Recycling Partner" of Account. In consideration of this designation, Bottler shall provide, at their cost, the services/products delineated in Exhibit 4, with a minimum total value of \$15,000, and up to \$25,000 over the entire Term
13. VENDING PROGRAM/OTHER EQUIPMENT	City agrees that Bottler shall place a minimum of sixty-five (65) Product vending machines in mutually agreed upon locations at the Facilities, and Bottler will loan to City at no cost, Beverage dispensing equipment as reasonably required and as mutually agreed upon to dispense Products at the Facilities, and in accordance with Exhibit 5.
14. CITY SUPPORT:	In consideration of the partnership, City grants to Bottler: Twenty-six (26) rounds of golf each Agreement Year (max of eight during peak season; no more than twelve at Miami Beach Golf Course; benefit does not roll over); a minimum of four (4) free tickets to at least six (6) ticketed events at Facilities each Agreement Year, subject to availability (e.g. Art Basel Miami Beach, Auto Show, South Beach Comedy Festival at the Fillmore, etc.). Additional tickets will be provided as available. Benefit does not roll over.
15. PRICING:	<p>Bottle/Can Pricing: City is entitled to purchase bottle/can Products from Bottler in accordance with the price schedule set forth in Exhibit 6; prices shall remain in effect until July 31, 2012. Thereafter, such prices will be subject to an annual increase of no more than four percent (4%) over the previous Agreement Year's price.</p> <p>Fountain Products or Georgia Coffee Pricing: Bottler will sell fountain Products to City at the National Account prices, as</p>

	<p>announced by the Bottler in January of each year. Georgia Coffee pricing shall be provided quarterly based on commodity markets.</p> <p>Purchasing. All Product shall be purchased directly from Bottler, except for those Products that Bottler identifies can be purchased from an authorized Coca-Cola distributor.</p>
16. TERMINATION:	<p>If City breaches any of its material obligations set forth in this Agreement, and fails to cure such breach within thirty (30) days following written notice of same from Bottler, then, Bottler may terminate this Agreement, and City shall (i) return any Equipment, and (ii) pay to Bottler the unearned portion of any pre-paid Sponsorship Fees for the Agreement Year in which the termination occurs (pro-rated through the date of termination).</p> <p>If Bottler breaches any of its material obligations set forth in this Agreement, and fails to cure such breach within thirty (30) days following written notice of same from City, then, City may terminate this Agreement, and Bottler shall (i) remove any Equipment, and (ii) pay to City the earned portion of any pre-paid Sponsorship Fees or other fees or payments due for the Agreement year in which the termination occurs (pro-rated through the date of termination).</p> <p>City shall not be in default in the event of any claim filed in relation to City's restriction on Competitive Product sampling; provided, however, the Bottler shall have the following remedies: 1) ability to renegotiate financial terms, as appropriate, within a specified time (e.g. 90 days); or, 2) failing to negotiate terms acceptable to both parties within specified time, Bottler may terminate the Agreement, and City shall (i) return any Equipment, and (ii) pay to Bottler the unearned portion of any pre-paid Sponsorship Fees for the Agreement Year in which the termination occurs (pro-rated through the date of termination). Nothing in this section shall operate to restrict either party's other remedies in the event of a material breach by the other.</p>
17. MAINTENANCE & SERVICE:	<p>Bottler agrees to provide reasonable service and maintenance for the equipment during the Term. City shall allow Bottler to enter its premises for the purpose of inspection or performance of such maintenance and repair, or necessary replacement or return of the equipment. Bottler and City will establish a mutually agreed upon refund bank and customer service program, as delineated in Exhibit 7.</p>
18. REPORTS/AUDITING:	<p>Bottler will provide an annual business review report within 90</p>

days following each Agreement Year during the Term; Commission reports will be provided monthly. The format of such reports shall be mutually agreed upon. City has the right to audit/inspect account statements with reasonable prior notice to Bottler and during normal business hours. If City requests an audit, City agrees to pay for such audit. Account records must be retained for a minimum of two (2) Agreement Years after the payment of the annual Sponsorship Fee is paid, in addition to the current Agreement Year of the Term, and for two (2) Agreement Years following expiration or termination of the Agreement.

Exhibit 1 to Term Sheet

COMMISSIONS

Workplace Facilities (City Hall, Police Station, and other City Facilities):

<u>Product</u>	<u>Vend Price</u>	<u>Commission Rate</u>
20 oz. PET carbonated/NESTEA®	\$1.25	30%
20 oz. PET Minute Maid®	\$1.25	30%
20 oz. PET DASANI®	\$1.25	30%
300 ml PET DASANI®	\$0.75	30%
20 oz. PET POWERADE®	\$1.50	30%
20 oz. PET vitaminwater®	\$1.75	15%
16 oz. cans Energy Beverages	\$2.00	30%
16.5 oz. PET FUZE ®	\$2.00	15%
15.2 oz. PET Minute Maid® Juices to Go	\$1.50	15%

All other public locations (such as South Beach):

<u>Product</u>	<u>Vend Price</u>	<u>Commission Rate</u>
20 oz. PET carbonated/NESTEA®	\$1.50	30%
20 oz. PET Minute Maid®	\$1.50	30%
20 oz. PET DASANI®	\$1.50	30%
300 ml PET DASANI®	\$1.00	30%
20 oz. PET POWERADE®	\$1.75	30%
20 oz. PET vitaminwater®	\$2.00	15%
16 oz. cans Energy Beverages	\$2.25	30%
16.5 oz. PET FUZE®	\$2.25	15%
15.2 oz. PET Minute Maid® Juices to Go	\$1.75	15%

In Agreement Years Four and Seven, the Vend Prices will increase by twenty-five cents for each Product listed above. For example, in Agreement Year Four, 300ml. DASANI will increase to \$1.00 Vend Price and then in Agreement Year Seven, 300ml. DASANI will increase an additional twenty-five cents to \$1.25. The Commission Rates will not change during the Term of this Agreement. There are two vend rates (one for workplace and one for public locations) that will be outlined in the final formal agreement between the parties, but note that commission rates will remain the same.

Commissions are paid based upon cash collected after deducting taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any. Commissions shall not be payable on any sales from vending machines not filled or serviced exclusively by Bottler. Bottler may adjust the vend prices and/or commission rates as necessary to reflect changes in its costs, including cost of goods, upon prior written notice and approval by City. Commissions will be paid each month following the month in which they are earned, with an accounting of all sales and monies in a form reasonably satisfactory to the City, and shall become immediate property of City.

Exhibit 2 to Term Sheet

ADVERTISING RIGHTS

(Except as otherwise noted, the following rights may not be transferred or assigned by Bottler)

1. Recognition of Bottler as the "Official Non-Alcoholic Beverage Sponsor" of City. Official status will include Official Status Recognition for City across all non-alcoholic beverage categories i.e. "Coca-Cola Official Soft Drink of Miami Beach" and Official Status Recognition for South Beach across all non alcoholic beverage categories (i.e. "POWERADE Official Sports Drink for South Beach")
2. Official Sponsor Status (for Products) of all City-produced citywide Special Events, whether now existing or as may exist in the future (i.e. including, without limitation, and for example purposes only Sleepless Nights); Bottler to have highest sponsorship level and benefits available other than presenting or title sponsorship. In addition, Bottler will be recognized as the "Title Sponsor" of City's "Fire on the 4th Annual Independence Day Celebration" each Agreement Year during the Term.
3. Recognition of Bottler as the "Official Recycling Partner" for the City of Miami Beach & South Beach
4. Joint Bottler/City Logo placement on City and City-related websites (e.g. Miami Beach Convention Center, Miami Beach Golf Club, Normandy Shores Golf Club, Miami Beach Culture web site (MBCulture.com); and any other City websites, whether now existing or as may exist in the future, to such extent as permitted by any federal or state regulations on .gov domains. City will use reasonable commercial efforts to include joint Bottler/City Logo on all printed convention and tourism materials, as appropriate and available.
5. Waiver of any Special Event Permit and/or Permit Application Fees for Bottler's use of certain Account Facilities for up to two (2) mutually agreed upon events per Agreement Year, based on availability. For purposes of the Special Event Permit and/or Permit Application Fee waiver, these Facilities shall include public beachfront areas and Parks and Recreation facilities where Special Events are permitted. All other fees and costs of production, including but not limited to, taxes, security, sanitation, etc., shall be the responsibility of Bottler. Right may not be transferred or assigned.
6. Waiver of any rental or use fees for Bottler's use of certain City Facilities for up to (two) 2 mutually agreed upon events per Agreement Year, based on availability. For purposes of the rental or use fee waiver, these Facilities shall include the use of meeting room space or ballroom space at the Miami Beach Convention Center. All other fees and costs of production, including but not limited to taxes, security, audio/visual, decoration, etc., shall be the responsibility of the Bottler. Right may not be transferred or assigned.
7. Unlimited, royalty-free Product sampling at City produced and/or sponsored events; Royalty-free Product sampling permits per Agreement Year, as follows: 48 permits each Agreement Year, but permits will be limited to not more than six (6) permits in any one month period. Right may not be transferred or assigned. If Sponsor does not use all 48 permits by the end of each Agreement Year, any remaining permits will not roll-over to the following Agreement Year, but will be forfeited.
8. Mutual agreement on the development and use of a joint logo between Bottler and Account
9. Right to use mutually agreed upon joint logo on any point-of-sale, marketing materials, and/or signage that may be mutually agreed upon.
10. ~~Royalty-free advertisement in City's magazine (i.e. MB Magazine); minimum of a quarter page each issue; larger ad size as may be available. Right may be transferred or assigned.~~
11. Royalty-free prominent advertisement in any Special Promotional Event programs or collaterals produced for City-produced citywide Special Promotional Events (i.e. including, without limitation, July 4th and Sleepless Nights). City shall use best efforts to provide a full page ad.

12. The right to brand City's public beach concession area(s) with approved Bottler and City joint branding graphics (e.g. concession stands, storage shed, umbrellas, etc.), subject to proposed branding meeting all necessary administrative and regulatory approvals. Implementation of any approved branding shall be at the Bottler's expense. All trademark usage must be pre-approved prior to usage. The erection of any other signage other than vending machine display shall be subject to approval by the City.
13. One Royalty-free joint City/Bottler message PSA advertising panel at the 5th and Alton bus shelter; production/installation costs paid by Bottler. Minimum of full use of one PSA ad panel for the entire term of the Agreement.
14. Minimum of one (1) Royalty-free advertising panel at the 5th and Alton bus shelter, on a space availability (remnant) basis; production/installation costs paid by Bottler. Right may be transferred or assigned.
15. Minimum of one (1) one-month Royalty-free electronic joint City/Bottler message PSA run on Atlantic Broadband and Welcome Channel; Additional months based on ongoing availability;
16. Minimum of one (1) unlimited run on MBTV of City/Bottler message PSA;
17. Royalty-free POF ticket ad based on space availability; production costs paid by Bottler. Right may be transferred or assigned.

The parties agree to perform such additional marketing activities, as the parties may mutually agree upon to drive traffic to the Facilities and to increase Product sales.

Exhibit 3 to Term Sheet

MARKETING PROGRAM

Bottler shall provide City for approval with the proposed annual marketing plan for promotion of the partnership no later than ninety (90) days prior to the beginning of each Agreement Year, except for the first Agreement Year when the marketing plan shall be provided to the City within ninety (90) days after execution of Agreement. The annual value of the marketing plan shall be no less than \$200,500, as determined in good faith by Bottler and based on generally accepted marketing values. Some examples of activation may include the following; however, actual marketing programs will depend on availability of these programs.

- Inclusion of the City in the My Coke Rewards program, or other customer reward program offered by Bottler, through an annual promotional program (e.g. sweepstakes); estimated value \$100,000, or equivalent value. Activation based on availability
- Truck-back promotions program - value: \$24,000/year based on availability
- Box Topper program or other similar high-visibility promotional program; value: \$25,000/year
- Neck Ringer program: a Neck Ringer program shall be available with a minimum distribution of neck ringers
- Touring Program: Bottler will bring the Open Happiness Tour, or such other promotional touring program offered by Bottler, to the City based on availability.
- Bottler to develop and implement at least five (5) strategic marketing partnerships with the Account and the Bottler's other sponsorship partners during the Term of the Agreement. Such strategic marketing partnerships may include, but are not limited to, cross promotion, product, tickets, etc., with other brands or products currently under a sponsorship or other promotional/marketing agreement with the Bottler.
- Lebron James Event/celebrity event; value: \$45,000 based on availability, or equivalent value

City acknowledges the intent of the Bottler to develop a joint marketing logo incorporating the Bottler's mark and the City's mark. Bottler shall obtain approval from the City, in writing, of the joint logo for use in promotion of the Agreement, including, but not limited to, its use in all commercial, marketing, media advertisements, web sites and promotional products.

A party's use of the other party's marks in promotions, on products and signage, shall be first approved by the other party in writing, and all uses of a party's marks shall be acknowledged as that party's intellectual property and include appropriate trademark notices.

The parties agree to perform those additional marketing activities, as the parties may mutually agree upon to drive traffic to the Facilities and to increase Product sales. City agrees to provide Bottler with reasonable marketing assets inventory (e.g., to be used with a My Coke Rewards national consumer sweepstakes, or other such similar sweepstakes) for mutually agreed upon promotions each year during the Term to promote Bottler Products and City.

Exhibit 4 to Term Sheet

RECYCLING PARTNERSHIP

Bottler shall be designated the official "Recycling Partner" of City.

Bottler shall provide, at its cost, the following services/products (value of \$15,000-\$25,000):

- **Assess, consult and offer a Recycling Program Plan for bottle/can recycling initiatives**
- **Propose messaging strategy for the City's bottle/can recycling initiatives (within 90 days after execution of Agreement)**
- **Provide Temporary recycling bins for special events (minimum of 30) to City at Bottler's cost;**
- **Provide Recycling bins for placement in Facilities or agreed upon public areas (minimum of 15) to City at Bottler's cost; design subject to review and approval of City;**
- **Place reverse vending machines (crushers) in vending banks in the Facilities; minimum of five (5) crushers placed during the first five Agreement Years of the Term, at Bottler's cost.**
- **Use of Recycling Educational Vehicle (REV,) or other Education Recycling material, at City events; scheduled at least one time every 18 months during the Term.**

Exhibit 5 to Term Sheet

VENDING PROGRAM

Bottler shall place, at their cost, all vending machines in agreed upon locations pursuant to the following:

- 1) Bottler shall provide to City within 90 days after execution of Agreement the proposed equipment plan for the Agreement Term; to include the machine allocation plan by type (e.g. interactive vending machines, glass front etc.) and location; equipment replacement schedule; and vend front replacement and schedule for existing vending machines that need the vend front replaced. All equipment shall be UL energy star rated.
- 2) Bottler shall install vending machines within 180 days after the proposed equipment plan has been approved by all parties. Both parties agree that the installation of vending machines shall be completed within 180 days after the proposed equipment plan has been approved by all parties. Agreement execution. The already approved beach thematic vend fronts will be used unless other mutually agreed upon vend fronts have been selected and approved, and if beach thematic vend fronts are available. The vend fronts shall include advertising panels for use by the City, as approved by Bottler, provided that the vending machines are equipped with advertising panel(s). Bottler shall pay all costs for the production and installation of the City vend front advertising panels. A minimum of two (2) and a maximum of four (4) City vend panel ads shall be produced/installed each Agreement Year.
- 3) Bottler shall provide within 90 days after execution of Agreement the proposed credit card reader installation plan and schedule. All credit card reader installation shall be completed within Agreement Year One.
- 4) City shall provide all electrical power necessary to operate the vending machines, and City shall pay up to \$200 for the cost of any electrical modifications or connections necessary to accommodate any new vending machine placement, upon mutual agreement of the proposed location for the placement of the vending machine.
- 5) All vending machines remain the property of the Bottler.
- 6) Bottler shall provide a product list to the City to be included in the vending program. Any changes to the Product list shall be provided to the Account prior to Product placement in a vending machine. Bottler shall work with the City's Parks and Recreation Department to identify the appropriate vending products for inclusion in vending machines located in any City park. The City's Park and Recreation Department shall provide approval, in writing, of the Products to be sold in the vending machines placed in City parks.
- 7) Bottler shall maintain vending machines reasonably well-stocked with Products.

Exhibit 6 to Term Sheet

INITIAL PRICE SCHEDULE*

<u>Package</u>	<u>Price per case</u>
20 oz. CSD	\$17.85
12 oz. CSD	\$9.46
15.2 oz. MMJTG	\$23.36
12 oz. DASANI®	\$8.88
1 liter CSD	\$16.29
20 oz. DASANI®	\$10.82
20 oz. vitaminwater®	\$27.00
8 oz. CSD	\$16.00
20 oz. NESTEA®/	
Minute Maid® Refreshment	\$17.85
20 oz. POWERADE®	\$19.00
16 oz. Monster®	\$34.00
2 liter CSD	\$12.35
16.9 Honest Tea®	\$12.60
500 ml Gold Peak®	\$13.99
8 oz. aluminum bottle	\$16.48

<u>Post-Mix</u>	<u>Price per gallon</u>
5 gallon BIB CSD and NCB	\$12.24
2.5 gallon BIB CSD and NCB	\$12.78
5 gallon BIB Unsweet NESTEA®	\$11.82
2.5 gallon BIB Unsweet NESTEA®	\$12.40
5 gallon BIB Premium NCB	\$12.75
2.5 gallon BIB Premium NCB	\$13.30
5 gallon BIB Frozen Dispensed	\$13.88
2.5 gallon BIB Frozen Dispensed	\$14.26

Cups
24 ounce \$52.89 per 1,200

Lids
24 ounce \$34.55 per 2,000

CO2
20 lb. cylinder \$25.00 per cylinder (plus \$75.00 deposit)

*All prices are per standard physical case and exclusive of taxes, deposits, handling fees, and recycling fees.

Georgia 64 Oz Brew, Price per Case and package size: (Prices effective for the period: 1/1/2012-3/31/2012) (All coffee is priced FOB to Distributor, prices do not include any distributor markup.)

<u>Product</u>	<u>Package</u>	<u>Small Filters</u>	<u>Large Filters</u>
	(Frac)		
Dark Roast	100, 2.75 oz	\$110.38	\$110.38
Light Roast	128, 2.25 oz	\$117.87	\$117.87
Decaf	75, 2.00 oz	\$67.95	\$67.95
Organic	75, 2.75 oz	\$110.10	\$110.10

Exhibit 7 to Term Sheet

MAINTENANCE & SERVICE

During the Term, Bottler will loan to Account, pursuant to the terms of Bottler's equipment placement agreements, at no cost, that Beverage equipment reasonably required and as mutually agreed upon to dispense Beverages at the Facilities.

Bottler agrees that all equipment shall be new or in "like new" condition and that it shall operate and manage the equipment, services and facilities offered in a first-class manner. Bottler shall provide City with the Maintenance Plan and Schedule for all Bottler equipment within 90 days of execution of Agreement, to include the Bottler's plan and schedule for servicing the City.

Bottler shall provide throughout the Term of this Agreement, at Bottler's expense, all repairs, replacements and technical services necessary to maintain and preserve the Bottler's equipment in a decent, safe, healthy and sanitary condition satisfactory to City and in compliance with applicable laws.

Bottler warrants that it shall correct all mechanical problems with vending machines no later than four (4) business days after notice and no later than twenty-four (24) hours after notice for all other dispensing equipment.

Acts of vandalism to Bottler's equipment will be reported to Bottler immediately and addressed within four (4) business days. If the vending machine is repairable, the vending machine will be repaired within four (4) business days. If the vending machine is not repairable, vending machine will be condemned and swapped within seven (7) business days.

Bottler is the only party allowed to make repairs on Bottler-owned equipment.

All vending machines shall display a "service hotline" sticker to expedite calls. A toll free ("1-800") number shall be provided and a 24-hour per day, seven days a week continuously operating telephone answering service shall be provided.

A reimbursement fund in the amount adequate to handle all necessary refunds between service calls shall be made available to City at designated location(s) mutually agreed upon by City and Bottler. Each person requesting a refund shall complete a form which shall be maintained by the City and provided to the Bottler as required. The reimbursement fund shall be checked by the Bottler no less than once a month and replenished as needed. Information on refunds shall be provided on each machine.

Exhibit 8

The term "Special Promotional Events" ("Event") shall mean and is limited to the following: concerts; theatrical or comedic performances; conventions; trade shows; religious events; athletic events; or other special events occurring at a Facility that meet the following requirements: (i) they are sponsored by a manufacturer, distributor, or marketer of Competitive Products under a master sponsorship agreement with the owner or operator of the subject Event (including, without limitation, a concert or theatrical production company, or a trade show or convention production company, but NOT including in any instance the City or its affiliates or agents); (ii) they are conducted on a national or regional multi-market basis; (iii) they are NCAA collegiate championship athletic events; and, (iv) the event sponsorship agreement referred to in subsection (i) above requires on-site temporary signage for Competitive Products.

The term "Special Promotional Events Exceptions" shall refer to those exceptions granted under the Agreement, for each Agreement year, to permit the following fifteen (15) Special Promotional Events at the following Facilities: (i) four (4) events at the Miami Beach Golf Club; (ii) four (4) events at the Normandy Shores Golf Club (The Miami Beach Golf Club and Normandy Shores Golf Club may also be referred to collectively herein as "Golf Courses"); (iii) three (3) events at the Miami Beach Convention Center ("Convention Center"); and (iv) four (4) City Approved major Sponsorship Public Special Events (as defined below); provided, however, that the number limitation for City Approved Major Sponsorship Public Special Events shall be revisited and reviewed by the parties, in good faith, at the conclusion of the third Agreement Year.

- a. **Golf Courses and Convention Center/Special Promotional Events Exception.** In any Agreement Year, temporary signage (such as, but not limited to, banners) for Competitive Products may be displayed at each of the Golf Courses during up to four (4) Special Promotional Events, and during up to three (3) Special Promotional Events at the Convention Center; PROVIDED, HOWEVER, that: (i) Sponsor's Beverage availability, marketing, advertising, promotional, and other rights under this Agreement will not otherwise be affected during any such Event; (ii) Competitive Products may be distributed at no cost, but no Competitive Products will be sold or otherwise made available during the Event (except as permitted in this exception); (iii) no blockage of any signage or other trademark/service mark display Sponsor may have at the Facility will occur during the Event, except for incidental blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Event, or, in the case of NCAA championship events, religious events or political conventions where no advertising is allowed and all advertisers are treated equal with all signage covered in the seated area of the Facility; (iv) all temporary signage for Competitive Products will be promptly removed from the Facility upon the conclusion of the Event; and (v) at no time will the Competitive Products make any statements, or use any temporary signage, that uses the trademarks/service marks of the City of Miami Beach, South Beach, Golf Courses or the Convention Center, nor in any way associate these Competitive Products with the City of Miami Beach, "South Beach," the Golf Courses, or the Convention Center. The Special Promotional Events at the Golf Clubs and the Convention Center must occur over a period of no more than twenty-four (24) hours. The twenty-four hours does not include set up or tear down time required, or NCAA Championship events or political conventions which may exceed the aforesaid time limitation. The Convention Center may use the three one day

(one day = twenty-four hours) in the aggregate in each Agreement Year during the Term. Aggregate, as used in this paragraph, shall mean the total of twenty-four hours multiplied by the total number of Special Promotional Events permitted, as provided for herein. For example purposes only, the Miami Beach Convention Center are provided three Special Promotional Event Exceptions per Agreement Year. As such, the three Special Promotional Events may occur in the Miami Beach Convention Center for a total of 72 hours in an Agreement year (24 hours x 3 events = 72 hours/year).

- b. City Approved Major Sponsorship Public Special Events/Special Promotional Events Exception. In any Agreement Year, temporary signage (such as, but not limited to, banners) for Competitive Products may be displayed during up to four (4) Special Promotional Events for City Approved Major Sponsorship Public Special Events. The term "City Approved Major Sponsorship Public Special Event" shall refer to a City-approved public event (i.e. where public access is allowed either via no cost or via pre-purchased ticket) held on City property, and permitted pursuant to the City's approved Special Event Permit process, as same may be amended from time to time during the Term of this Agreement (for example purposes only, this may include, but not be limited to events such as Super Bowl Pepsi Jam and Red Bull Illume); and may also include an event sponsored by a manufacturer, distributor or marketer of Competitive Products pursuant to a sponsorship agreement with the owner, operator or promoter of the event; an event conducted on a national or regional multi-market basis; and/or an event where a Competitive Product is the naming, presenting, title, brought to you by, or other primary sponsor of the Event. Temporary signage for Competitive Products at City Approved Major Sponsorship Public Events may be displayed as an Event "naming sponsor", Event "presented by" sponsor, Event "brought to you by" sponsor, or as a sponsor represented as a "Gold" or "Platinum" (or such other equivalent) sponsor of the Event; PROVIDED, HOWEVER, that: (i) Sponsor's Beverage availability, marketing, advertising, promotional, and other rights under this Agreement will not otherwise be affected during any such Event; (ii) no blockage of any signage or other trademark/service mark display Sponsor may have at the Facility will occur during the Event, except for incidental blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Event; or, in the case of NCAA championship events, religious events or political conventions where no advertising is allowed and all advertisers are treated equal with all signage covered in the seated area of the Facility; and (iii) all temporary signage for Competitive Products will be promptly removed from the Facility upon the conclusion of the Event. At no time will the Competitive Products make any statements or use any temporary signage that uses the trademarks/service marks of the City of Miami Beach, "South Beach," or the Facilities, or in any way associate these Competitive Products with the City of Miami Beach Facilities. Notwithstanding the above, Competitive Products may be distributed, sampled or made available during a City Approved Major Sponsorship Public Special Event for which there is a Special Promotional Events Exception. Such distribution, sampling or availability shall occur ONLY within the approved site plan for the event. However, should concession service (sales) for any non-alcoholic beverage other than Products be required or necessary for the event, and there are no existing concessions at the location of the City Approved Major Sponsorship Public Special Event for which there is a Special Promotional Events Exception, the City Manager shall submit a letter to Sponsor requesting that Sponsor grant a waiver to permit such sale at the Event; outlining the details of the exception and the business reasons for the request and such request shall require Sponsor's prior written approval. Sponsor reserves the right to not approve the limited waiver for this purpose. Sponsor will notify the City Manager of whether the request for waiver will be approved within twenty (20) business days of Sponsor receiving the City Manager's letter. -

The Special Promotional Event Exception for a City Approved Major Sponsorship Public Special Event must occur over a period of no more than seventy-two (72) hours. The seventy-two hours does not include set up or tear down time required, or NCAA Championship events or political conventions which may exceed the aforesaid time limitation. The seventy-two hours may be used in the aggregate in each Agreement Year during the Term. Aggregate, as used in this paragraph, shall mean the total of seventy-two hours multiplied by the total number of Special Promotional Events Exceptions, as provided for herein. As such, the four Special Promotional Events may occur on public property for a total of 288 hours in an Agreement year (72 hours x 4 events = 288 hours/year).

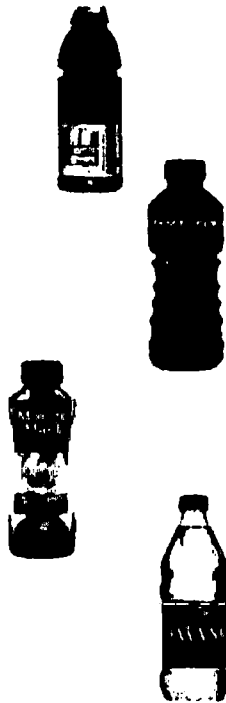
- c. Other permitted Exceptions. Exhibitors at Conventions or trade shows, or third party exhibitor set ups at Facilities shall have the right to serve Competitive Products within their booth provided that same is limited to the duration of the corresponding event and, provided further, that the Competitive Products are not marketed, advertised or promoted in association with the City of Miami Beach and/or the Facilities, and their respective trademarks. For example purposes only, a Cadillac booth at the Auto Show in the Convention Center would be allowed to give away bottled water with the Cadillac Logo. Notwithstanding, Sponsor's Products would continue to be the only Products allowed to be sold, distributed or sampled at the Facility's concession operations.
- d. Competitive Beverages may also be permitted to be distributed, at no cost, at third party events that are not affiliated with the City, but where the City has permitted the event through the issuance of a City of Miami Beach Special Events Permit, subject to the City's notification to Sponsor prior to the event; and, provided further, that the third party event operator is not a manufacturer, distributor or seller of a Competitive Product; that the Competitive Products are not marketed, advertised or promoted in association with the City of Miami Beach or the Facilities, and their respective trademarks; that no Competitive Products will be sold during such event; and that the distribution of the Competitive Product is limited to Special Event Permit Area (as such term is defined in the City's Special Event Permit Guidelines, as same may be amended from time to time through the Term of this Agreement). For example purposes only, a third party event contemplated under this paragraph might include, but not be limited to, a walkathon or marathon where one of the event sponsors might request to be permitted to distribute free bottled water to the event participants. Notwithstanding the above, Sponsor shall have first right of refusal to provide donated Beverages through a sponsorship agreement to the non-profit events, permitted by the City through the issuance of a City of Miami Beach Special Events Permit, known as the White Party, Winter Party and Miami Beach Pride (based on the level of non-alcoholic Beverages provided for the White Party, Winter Party and Miami Beach Pride events in 2012.) for the sale of these Beverages by these three (3) events as part of their annual charity fundraisers. If Sponsor elects to participate, Sponsor will notify the organizer six (6) months prior to start date of White Party, Winter Party and Miami Beach Pride events. If at any time during the Term the Sponsor cannot or does not provide donated non-alcoholic Beverages through a sponsorship agreement to these three (3) non-profit events for this purpose, these three (3) events shall be permitted to secure Competitive Products for use and sale consistent with the use and sale of non-alcoholic Beverages in the 2012 White Party, Winter Party and Miami Beach Pride events.

Per Section 9 of Term Sheet, No Competitive Products may be sold, dispensed, sampled or served anywhere at the Facilities, or on the City's public rights-of-ways, unless otherwise expressly spelled out in the Agreement.

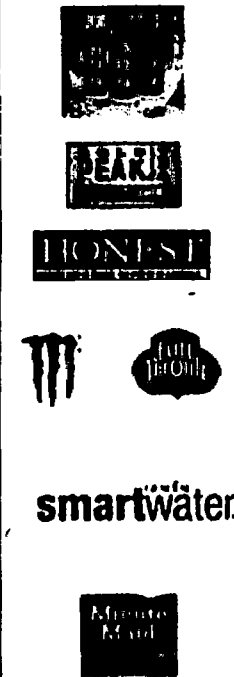
EXHIBIT C
(COCA COLA PRODUCT LIST)

Pricing - Bottle/Cans

August 1, 2018-July 31, 2019



Proposed Product Type	Pack/Size	2018/2019 Case Price
Carbonated Soft Drinks Bottles	24/20oz	\$23.49
Dasani Water	24/20oz	\$14.24
Fuze Tea/ MM Refreshments	24/20oz	\$23.49
Carbonated Soft Drinks Cans	24/12oz	\$12.45
Glaceau Vitamin Water	24/20oz	\$35.53
Glaceau Vitamin Water Zero	24/20oz	\$35.53
PowerAde	24/20oz	\$25.00
Minute Maid Juices	24/12oz	\$30.74
Energy Drinks (Monster, NOS, Full Throttle)	24/16oz	\$44.74
Dasani Water	24/12oz	\$11.69
Carbonated Soft Drinks 1 Liter Bottles	12/1L	\$21.44
Coca-Cola Glass Bottles	24/8oz	\$21.05
Coca-Cola Aluminum Bottles	24/8.5oz	\$21.69
Carbonated Soft Drinks 2 Liter	8/2L	\$16.25
Gold Peak Tea	12/18oz	\$18.41
Honest Tea	12/16oz	\$16.58
CO2 Tank	20lb tank	\$29.59



Please note that annual price increase goes into effect August 1, 2018

MIAMIBEACH

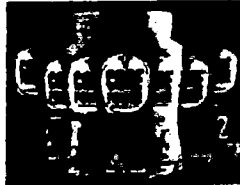
-Confidential-

Coca-Cola

ORDERS/SERVICE
888-204-2653(COKE)



CARBONATED SOFT DRINKS
24/8oz. PROPRIETARY BOTTLES
COCA-COLA, DIET COKE, SPRITE



CORE POWER 11.5oz
CHOCOLATE, VANILLA, LIGHT STRAWBERRY BANANA, LIGHT CHOCOLATE, BANANA

24/10oz. BOTTLES
SEAGRAMS GINGER ALE, TONIC, CLUB SODA.

24/7.5OZ MINI-CAN
COKE, COKE ZERO, DIET COKE, SPRITE, FANTA ORG. ALE

24/20oz. PROPRIETARY BOTTLES
COCA-COLA, COCA-COLA ZERO, DIET COKE, CAFFEINE FREE DIET COKE, CHERRY COKE, SPRITE, SPRITE ZERO, BARQ'S ROOT BEER, PIBB XTRA, FANTA ORANGE, FANTA PINEAPPLE, FANTA GRAPE, FANTA STRAWBERRY, CHERRY COKE ZERO, VANILLA COKE, MELLO YELLO, SEAGRAMS ALE

1/2 LITER BOTTLES (PROPRIETARY BOTTLES,
COCA-COLA, DIET COKE, SPRITE, SEAGRAMS GINGER ALE,
TONIC, CLUB SODA.

8/2 LITER BOTTLES
COCA-COLA, COCA-COLA ZERO, CAFFEINE FREE CLASSIC, DIET COKE, CAFFEINE FREE DIET COKE, CHERRY COKE, SPRITE, DIET SPRITE ZERO, FUZE W/LEM, BARQ'S ROOT BEER, SEAGRAMS GINGER ALE, FANTA ORANGE, FANTA GRAPE, FRESCA,
3% JUICE: MINUTE MAID LEMONADE.

24/12oz. CANS
COCA-COLA, COCA-COLA ZERO, CAFFEINE FREE CLASSIC, DIET COKE, DIET COKE WITH LIME, CAFFEINE FREE DIET COKE, CHERRY COKE ZERO, SPRITE, SPRITE ZERO, FRESCA, FRESCA BLACKCHERRY CITRUS, FRESCA PEACH CITRUS, TAB, DIET BARQ'S ROOT BEER, FUZE LEMON, DIET FUZE W/LEM, PIBB XTRA, SEAGRAMS CLUB SODA, TONIC WATER, GINGER ALE, FANTA GRAPE, FANTA ORANGE, FANTA ORANGE ZERO, VANILLA COKE, VANILLA COKE ZERO, MELLO YELLO.
3% JUICE: MINUTE MAID LEMONADE, MINUTE MAID PINK LEMONADE & MINUTE MAID FRUIT PUNCH, ORANGEADE

MINUTE MAID
24/12oz. BOTTLES
ORANGE, APPLE, CRAN GRAPE, CRAN APP RAS, RUBY RED, STRWPASS, TROPICAL BLEND, PEACH MANGO

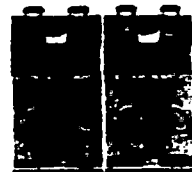
MINUTE MAID (FRUIT DRINKS)
24/20oz. BOTTLES
FRUIT PUNCH, LEMONADE, PINK LEMONADE.

TUM-E. YUMMIES 12/10.1oz. BOTTLES
BIG BRY BLST, EDGY ORG BRST, EPIC APL FLIP, FRT PNCH PARTY, RED RBY ZING

FUZE TEAS
SWT W/LEM, REDSTRWBRY, SWT NO LEM
PEACE TEA - 12/23oz CANS
RAZZLEBERRY, CADDYSHACK SNO-BERRY., GREEN TEA, SWT LEMON, TX STYLE, PEACH
16 oz. 12 pack HUBERTS
MANGO LEMONADE, BLACKBERRY LEMONADE, WATERMELON LEM. STRAWBERRY LEM. ORIGINAL LEMONADE.



ORIGINS
Georgia Peach
California Raspberry



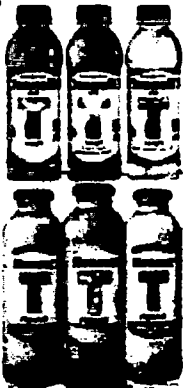
Dunkin Donuts 13.7oz 12/cs
Mocha
French Vanilla
Original
Espresso
Cookies & Cream



24/355ML BOTTLE
COKE, SPRITE, FANTA ORG



Coca-Cola

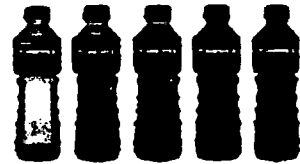


HONEST TEA - HONEST ADE

HONEY GREEN, POMEGRANATE BLUE, HALF AND HALF, ORANGE MANGO, PEACH WHITE,
GLASS: LEMON GROVE MAPLE BLACK TEA, MOROCCAN MINT GREEN TEA, JUST GREEN TEA
MINUTE MAID SPARKLING 16.9oz
 MIXED BERRY, TROPICAL CITRUS, FRUIT PUNCH, FIZZY LEMONADE

GOLD PEAK TEA

12/18.5 PLASTIC BOTTLES
 LEM SWT, DIET, GREEN, UNSWT/NO LEMON, SWT, LEMONADE ICED TEA



POWERADE ION

(SPORTS DRINKS)

24/20oz BOTTLES
 FRUIT PUNCH, MTN BLAST, STRWBRY LEM, ORANGE, GRAPE, LEMON LIME,
POWERADE ZERO WITH ION4 - 20oz 8pk
 MIXED BERRY, STRAWBERRY, GRAPE, FRUIT PUNCH

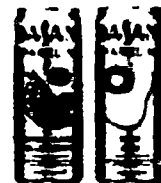


DASANI

24/20oz BOTTLES, 24/24oz FLACAP BOTTLES, 12/1 LITER BOTTLES, 12/1.5 LITER BOTTLES
24/12 oz BOTTLES DASANI DROPS 1.9OZ - STRWKIW, PKLEM, MIXBRY, PAPPCOCO

GLACEAU (VITAMIN WATER)

VITAMIN WATER 12oz, 20oz, 32OZ
 ENERGY-TROP CITRUS, ESSENTIAL-ORANGE,
 FOCUS-KIWI STRAW, POWER C-DRAGONFRUIT, REVIVE-FRT PCH,
 XXX-ACAI POM BLUEBRY
 VITAMIN WATER ZERO - XXX-ACAI POM BLUEBRY, SQUEEZED LEMONADE, RISE ORANGE,
 GLOW, RISE, GO-GO MIXED BRY



SMART WATER - 20OZ, 700ML, 1 LIT, 1.5 LIT
SMART WATER SPARKLING 1 LITER

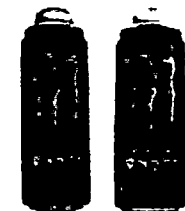
DASANI SPARKLING

FULL THROTTLE, BLUE AGAVE, (ENERGY DRINK- REGULAR & SUGAR FREE)
 FULL THROTTLE UNLEADED (Zero Carbs)
24/16oz CANS



NOS

24/16oz CANS, REG.
22OZ REG.



MONSTER - MONSTER COFFEE

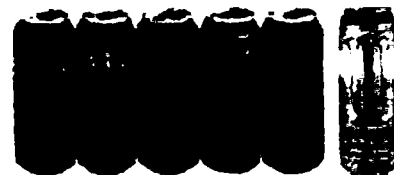
16oz CANS, 24OZ CANS, (ORIG W / NITROUS OXIDE), 8.3OZ CANS, 18.6OZ IMPORT, 24OZ
 ORIGINAL, LO CARB, ABSOLUTE ZERO, ULTRA ZERO, ASSAULT, KHAOS, REHAB, REH ROJO, REH ORG, REH GRN TEA
 REHAB PROTEIN, BALLR BLND, DUBB, 15OZ JAVA MONSTER- LOCA MOCHA, MEAN BEAN

ZICO (PURE COCONUT WATER)

12/16.9oz PLASTIC BOTTLES
 NATURAL, CHOCOLATE, JALAPENO MANGO,, WATERMELON RASB.
 NATURAL
 12/1 LITER
 NATURAL, CHOCOLATE
DIET COKE 12oz SLEEK CANS
 FEISTY CHERRY, TWISTED MANGO, GINGER LIME, BLOOD ORANGE

14 oz. Rich Chocolate, Very Strawberry,
 Smooth Vanilla, Dairyicious White

**fairlife
YUP!**



POST-MIX FLAVORS



5.0 GALLON BAG IN THE BOX

Coca-Cola, Diet Coke, Sprite



2.5 GALLON BAG IN THE BOX

Cherry Coke, Caffeine Free Diet Coke, Coca-Cola Zero Sugar, Minute Maid Lemonade, HI-C Poppin' Pink Lemonade, Minute Maid Lemonade Light, Fanta Orange Soda, HI-C Flashin' Fruit Punch, Barq's Root Beer, Diet Sprite Zero, Seagrams Ginger Ale, Seagrams Tonic, Powerade Lemon-Lime, Powerade Mountain Blast, Powerade Fruit Punch, Southern Sun Sour Mix, Southern Sun Orange 35%, MM Orchards Best Orange Blend, MM Orchards Best Pineapple, MM Orchards Best Cranberry, MM Orchards Best Apple.

2.5 GALLON BAG IN THE BOX TEA

Gold Peak Southern Style Sweet Tea, Gold Peak Unsweet Tea, Gold Peak Green Tea, Gold Peak Raspberry Tea, FUZE Raspberry Tea, FUZE Lemon Tea, FUZE Sweet Tea, FUZE Unsweetened Tea.



TRADEMARK CUPS & LIDS (SIZE & QUANTITY)

Cups – 16oz=1000, 24oz=1000, 32oz=480, 44oz=480

Lids – 16/24oz =2000, 32oz=960, 44oz=960

CO2 – 20lbs



Flavors may vary by market and are subject to change.

Exhibit D

(Resolution No. 2018-30399 and Commission Memorandum)

RESOLUTION NO. 2018-30399

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR PROPOSALS NO. 2018-166-WG FOR VALET PARKING CONCESSION; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH FIRST CLASS PARKING SYSTEMS, LLC, AS THE PRIMARY CONTRACTOR; PARK ONE OF FLORIDA, LLC, AS THE SECONDARY CONTRACTOR; AND COMMODORE PARKING CORP, AS THE TERTIARY CONTRACTOR; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FINAL NEGOTIATED AGREEMENTS; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXTEND THE EXISTING AGREEMENT WITH FIRST CLASS PARKING, LLC, FOR VALET PARKING SERVICES, ON A MONTH TO MONTH BASIS, TERMINABLE BY THE CITY UPON THIRTY (30) DAYS WRITTEN NOTICE TO FIRST CLASS PARKING, UNTIL NEW AGREEMENTS CAN BE EXECUTED.

WHEREAS, on March 7, 2018, the Mayor and City Commission authorized the issuance of Request for Proposals (RFP) 2018-166-WG for Valet Parking Concession (the "RFP"); and

WHEREAS, RFP responses were due and received on May 3, 2018; and

WHEREAS, the City received proposals from the following three (3) firms: Commodore Parking Corp. d/b/a VIP Parking, First Class Parking Systems LLC and Park One of Florida LLC; and

WHEREAS, on May 17, 2018, the City Manager, via LTC #290-2018, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals; Rocio Alba, Administrative Service Manager, Parking Department, City of Miami Beach; Madeleine Romanello, Resident; Femi Ogunmola, Financial Analyst III, Finance Department, City of Miami Beach; Grissette Roque, Director, Miami Beach Visitor and Convention Authority; Heather Shaw, Assistant Director, Tourism, Culture and Economic Development, City of Miami Beach; and Miguel Beingolea Parking Operations Manager, Parking Department, City of Miami Beach; and

WHEREAS, the Committee convened on June 5, 2018 to consider the proposals received; and

WHEREAS, the Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance, the Government Sunshine Law and general information on the scope of services and a copy of each proposal; and

WHEREAS, the Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP; and

WHEREAS, the evaluation process resulted in the ranking of proposers as follows: Park One of Florida LLC and First Class Parking Systems LLC were tied as the top ranked proposers; and Commodore Parking Corp. d/b/a VIP Parking as the third ranked proposer; and

WHEREAS, after reviewing all of the submissions and the Committee's rankings, the City Manager exercised his due diligence, as more particularly set forth in the analysis contained in the City Commission Memorandum accompanying this Resolution, and recommended that the Administration be authorized to enter into negotiations with Park One of Florida LLC, as the primary contractor; First Class Parking Systems, LLC, as the secondary contractor; and Commodore Parking Corp., as the tertiary contractor; and


WHEREAS, at the July 25, 2018 City Commission meeting, the Mayor and City Commission considered the City Manager's recommendation; however, in light of the fact that First Class Parking Systems, LLC and Park One of Florida LLC were tied as first ranked proposers, the Mayor and City Commission provided the benefit of the doubt to First Class Parking Systems LLC, as the incumbent, and authorized the Administration to enter into negotiations with First Class Parking Systems, LLC, as the primary contractor; Park One of Florida LLC, as the secondary contractor; and Commodore Parking Corp., as the tertiary contractor; and

WHEREAS, in order to avoid interruption of valet parking services, the Administration recommends the extension of the existing agreement with First Class Parking Systems LLC, for valet parking services, on a month-to-month basis, terminable by the City for convenience and without cause, upon thirty (30) days written notice to First Class Parking, LLC, until such time as the new agreements can be executed.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager, pursuant to Request for Proposals No 2018-166-WG for Valet Parking Concession, and authorize the Administration to enter into negotiations with First Class Parking Systems LLC, as the primary contractor; Park One of Florida LLC, as the secondary contractor; and Commodore Parking Corp., as the tertiary contractor; and authorize the Mayor and City Clerk to execute the agreements upon successful negotiations; and, further, authorize the City Manager to extend the existing agreement with First Class Parking, LLC, for valet parking services, on a month-to-month basis, terminable by the City for

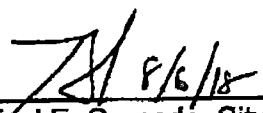
convenience and without cause, upon thirty (30) days written notice to First Class Parking, LLC, until such time as the new agreements can be executed.

PASSED AND ADOPTED this 25 day of July 2018.

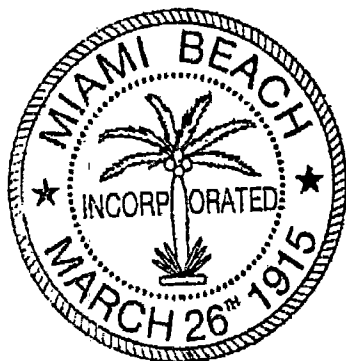


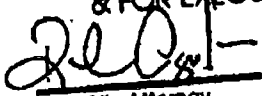
Dan Gelber, Mayor

ATTEST:



Rafael E. Granada, City Clerk



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

7/26/18
Date

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 25, 2018

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR PROPOSALS NO. 2018-166-WG, FOR VALET PARKING CONCESSION; AND AUTHORIZING THE CITY MANAGER TO EXTEND THE EXISTING AGREEMENT WITH FIRST CLASS PARKING, LLC, FOR VALET PARKING SERVICES, ON A MONTH TO MONTH BASIS, UNTIL NEW AGREEMENTS CAN BE EXECUTED, TERMINABLE BY THE CITY FOR CONVENIENCE AND WITHOUT CAUSE, UPON THIRTY (30) DAYS WRITTEN NOTICE TO FIRST CLASS PARKING LLC.

RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On October 1, 2010, the City entered into an Agreement with First Class Parking, LLC to provide valet parking services at the Fillmore, the Jackie Gleason Theater of Performing Arts, Miami Beach Convention Center, and other City properties pursuant to RFP 40-07/08. The Agreement had an initial term of three (3) years, that commenced on the 1st day of October, 2010, and ended on the 30th day of September, 2013. A two (2) year renewal was exercised and commenced on October 1, 2013 and expired on September 2015.

On March 11, 2015, the Mayor and City Commission approved Resolution # 2015-28943 waiving competitive bidding requirements and extending the existing Agreement with First Class Parking, LLC, for an additional three (3) year period or upon substantial completion of the unprecedented multiple year renovation and the expansion project of the Miami Beach Convention Center.

The Miami Beach Convention Center project is nearing completion and it is our goal to provide the highest level of service in all facets. In the menu of parking options, valet parking is the highest level of service and as such it is essential to have an experienced and established service provider for optimal service for conventions and galas as well as other city venues such as the Fillmore at the Jackie Gleason Theater, Lincoln Road and other locations across the City.

To seek proposals for a replacement contract, the Administration prepared Request for Proposals (RFP) 2018-166-WG.

RFP PROCESS

On March 7, 2018, the Mayor and City Commission authorized the issuance of RFP 2018-166-WG for Valet Parking Concession. RFP responses were due and received on May 3, 2018. The Procurement Department issued solicitation notices to 127 firms utilizing publicpurchase.com. 51 prospective proposers accessed the advertised solicitation. The City received proposals from the following three (3) firms: Commodore Parking DBA VIP Parking, First Class Parking Systems LLC and Park One of Florida LLC.

The Evaluation Committee appointed by the City Manager, pursuant to LTC# 290-2018, convened on June 5, 2018 to consider the proposals received. The Committee was comprised of Rocio Alba, Administrative Service Manager, Parking Department, Madeleine Romanello, Resident, Transportation, Parking & Bicycle-Pedestrian Facilities Committee Member, Femi Ogunmola, Financial Analyst III, Finance Department, Grisette Roque, Director, Miami Beach Visitor and Convention Authority, Heather Shaw, Assistant Director, Tourism, Culture and Economic Development, and Miguel Beingolea, Parking Operations Manager, Parking Department.

The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided with general information on the scope of services and a copy of each proposal. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP. The evaluation process resulted in the ranking of proposers as indicated in Attachment A. A brief description of each proposer, as provided in their response to the RFP, follows.

The Evaluation Committee process, as indicated in Attachment A, resulted in a tie between First Class Parking and Park One. A brief summary of each firm, based on the information provided in each firm's proposal, follows.

First Class Parking

First Class manages and operates one of the oldest valet parking companies in Miami-Dade County, and for over 20 years has proudly provided valet parking services at all City of Miami functions and events. In addition to Miami Beach, First Class provides valet services to a roster of clients across the county that includes hotels, condominiums, as well as numerous other property owners. First Class Parking is the incumbent on the City's valet parking contract servicing the convention center, the Fillmore, Lincoln Road, and other smaller venues.

Park One

The City does not have prior experience with Park One. Park One is a national parking operator under Citizen Parking platform since 2014, a platform of leading parking operating companies in the United States. The Citizen platform includes several brands including Lanier Parking, AmeriPark, and Icon. Together, it operates over 1,200 locations with as many as 8,000 employees, and revenue management exceeding \$750MM. The following is a sampling of Park One clients in the Miami area:

- Adrienne Arsht Center – Operator since venue opened in 2006 serving up to 300 events annually.
- Perez Art Museum – Operator since 2013, providing self-parking and valet parking services utilizing Flash Valet System and Skidata parking gated equipment (same equipment currently in municipal garages).
- Marlins Park – Operator since 2018, providing VIP Valet Parking option for premium ticket holders.

Other venues operated by Park One, or one of its subsidiaries, include:

- Orange County Convention Center
- Amway Center, Orlando, Florida

- Yankee Stadium, Bronx, New York
- FedEx Forum, Memphis, Tennessee

Commodore Parking

Commodore Parking DBA VIP Parking specializes in parking management and centralized valet parking service for restaurants, hotels, condominiums, clubs, cities and all types of special events. With over 20 years of experience in South Florida and over 80 employees it has a good understanding of the industry. Commodore Parking DBA VIP Parking has been working in Coral Gables since it opened in 1998. It has worked with the City of Coral Gables to create the centralized valet system. The firm understands that the customer service experience starts from the curbside; therefore, we emphasize in providing the perfect first and last impression to all patrons. Some of its service locations include:

- 10 centralized ramps serving more than 30 restaurants in the Coral Gables Downtown area;
- The Country Club Of Coral Gables;
- Akoya Condominiums Association; and
- Midtown Doral.

CONCLUSION

I have reviewed the proposals received and the results of the evaluation process. In doing so, I note the Evaluation Committee process resulted in First Class Parking and Park One being tied for first place. Commodore Parking is ranked as the third place proposer. I have also considered Section 2-369 of the City Code, which requires that, in the award of contracts, the following be considered:

- The ability, capacity and skill of the bidder to perform the contract.
- Whether the bidder can perform the contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance of previous contracts.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

With regard to the capacity and experience of each tied firm to perform the services required, I find that both First Class Parking and Park One have extensive experience in managing valet parking operations. However, with regard to quality of performance on previous contracts, it is important to note that the City has experienced a number of significant performance issues with First Class Parking, the current valet services contractor, including:

- Customers have experienced untimely vehicle returns (exceeding 20 minutes of customer's request) that have resulted First Class Parking in being assessed late penalties on a number of occasions. During Art Basel Miami Beach 2016 alone, First Class Parking was assessed \$7,520 in penalties for untimely vehicle returns. I am concerned that the lack of timely vehicle returns leaves customers of City venues with a negative perception of City operations.
- First Class Parking has been late on its monthly payments to the City every month between October 2013 and January 2017, a 40 month period, resulting in a total of \$7,778.75 in late fees and interest. It is important note the period of consecutive late payment included a substantial period prior to any construction activity. Even when the City agreed to a number of concessions (including payment reductions and payment waivers) as a result of the convention center construction, First Class Parking has been unable to make timely payments to the City.
- First Class Parking has been unwilling or unable to provide the City timely access (read only) to its point of sale software and many reports and requests for information (utilization data). Here again First Class Parking has been untimely with its contractual obligations.

While the City does not have a contract with Park One, the firm does have contracts for valet services with two (2) large venues in Miami-Dade County, the Adrienne Arsht Center for the

Performing Arts and the Marlins Park. Both venues have given Park One high marks for its performance. The Adrienne Arsht Center for the Performing Arts has stated that Park One is a "reliable, responsive, service oriented and guest focused company" and that "they are reliable to the venues needs and, more importantly, guest needs." Marlins Park has stated that they chose Park One because of its "extensive presence in South Florida and [its] ability to resource varying levels of labor depending on the size and scope of the events."

With regard to revenue, First Class Parking and Park One have proposed comparable monthly revenue payments to the City of \$17,900 and \$17,083, respectively. Commodore Parking, the third-ranked proposer, also offered a comparable monthly revenue payment of \$17,500.

Finally, I believe it is in the City's best interest to have a secondary and tertiary contractor for those times when the primary contractor cannot perform or the service level demands are very high. Under normal circumstances, the City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement or 2) it is in the best interest of the City to do so regardless of reason.

Therefore, for the reasons stated herein, I recommend that the Mayor and City Commission authorize, pursuant to Request for Proposals No 2018-166-WG for Valet Parking Concession, the Administration to enter into negotiations with Park One of Florida LLC, as the primary contractor, First Class Parking Systems LLC, as the secondary contractor, and Commodore Parking, as the tertiary contractor, and authorize the Mayor and City Clerk to execute the Agreements; and, further, authorize the extension of the existing agreement with First Class Parking, LLC, for Valet Parking Services, on a month-to-month basis, until such time as the new agreements can be executed, terminable by the City for convenience and without cause, upon thirty (30) days written notice to First Class Parking, LLC.

Legislative Tracking
Parking/Procurement

ATTACHMENTS:

- Description**
- Attachment A

ATTACHMENT A

RFP 2018-166-WG Valet Parking Concession	Rocio Alba	Ranking	Madeleine Romanello	Ranking	Femi Ogunmola	Ranking	Grissette Roque	Ranking	Heather Shaw	Ranking	Miguel Belngolea	Ranking	Low Aggregate Totals	Ranking
Commodore Parking DBA VIP Parking	70.00	3	83.00	3	74.00	3	61.00	3	69.00	3	85.00	3	18	3
First Class Parking Systems LLC	82.00	2	92.00	2	96.00	1	79.00	1	72.00	2	98.00	1	9	1
Park One of Florida LLC	88.00	1	94.00	1	86.00	2	69.00	2	78.00	1	94.00	2	9	1

Commodore Parking DBA VIP Parking	\$17,500.00	29
First Class Parking Systems LLC	\$17,900.00	30
Park One of Florida LLC	\$17,083.33	28

Page 752 of 1954

**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. 2018-11-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. Miami Beach Convention Center (MBCC):
 - a. Sponsored Events: \$25.00
 - b. Standard Event Fee: \$30.00

2. The Fillmore at the Jackie Gleason Theater (Fillmore):
 - a. Standard Event Fee: \$30.00
 - b. Pre-Paid Tickets: \$30.00

3. Lincoln Road:
 - a. event days at MBCC, Fillmore, New World Symphony: \$20.00
 - b. non-event days at MBCC or Fillmore: \$15.00

4. other City Properties: \$15.00

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:

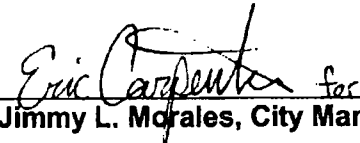
CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:



Rafael E. Granada, City Clerk



Eric Carpenter for
Jimmy L. Morales, City Manager

11/4/19


Date

FOR CONCESSIONAIRE:

**FIRST CLASS PARKING
SYSTEMS, LLC**

ATTEST:

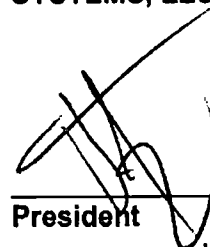
By:



Secretary
Sebastian Lopez

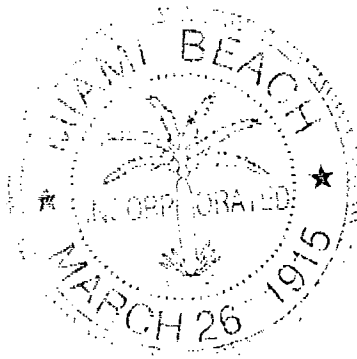
Print Name
11-01-19

Date




President
Jimmy Zuloaga

Print Name



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney
11-31-19

Date

**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
24A05613ADDG4B5...
Rafael E. Granado, City Clerk

DocuSigned by:
Jimmy L. Morales
28CA10194070490...
Jimmy L. Morales, City Manager

9/25/2020 | 10:58 PM EDT

Date

FOR CONCESSIONAIRE:

**FIRST CLASS PARKING
SYSTEMS, LLC**

ATTEST:

By:
Secretary
Wilson medical
Print Name
09/25/2020
Date

President
JOSE ZUWAGA
Print Name

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney
9-25-20
Date

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>

Exhibit "D"

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

Office of the City Manager
Tel: 305-673-7010

Via e-mail to jorge.zuluaga@1stclassparking.systems
and Via Overnight Delivery

March 27, 2020

Mr. Jorge Zuluaga, Director
First Class Parking, LLC
12550 Biscayne Boulevard, Suite 207
Miami, FL 33181

Re: **Concession Agreement dated November 27, 2018 ("Agreement"), between the City of Miami Beach, Florida and First Class Parking, LLC ("Concessionaire") to provide Valet parking Services at the Fillmore, Miami Beach Convention Center and other City Properties.**

Dear Mr. Zuluaga:

In light of the COVID-19/novel Coronavirus pandemic, the State, County and City of Miami Beach have declared a State of Emergency. As such, there is a "Safer at Home" emergency order in place. Pursuant to the force majeure clause contained in Section 10.6 of the Agreement, the parties have hereby agreed that effective April 1, 2020 ("Suspension Date"), all services under the Agreement are hereby suspended, until such time as the City, through the Parking Department Director, advises, in writing, when and if Services may resume under this Agreement (the "Suspension Period"). Written notification may be provided by the City to Concessionaire through e-mail to the above referenced e-mail address.

The following sums due and owing as of the Suspension Date shall be paid on or before March 31, 2020.

\$8,140.56	for percentage of gross revenues for November 1, 2018 through October 31, 2019;
\$2,818.38	Public Benefits
<u>\$12,068.50</u>	February Excess Transaction Fee
\$23,027.42	Total Due March 31, 2020

During the Suspension Period, Contractor, at its own cost, will be responsible for storing all of its equipment.

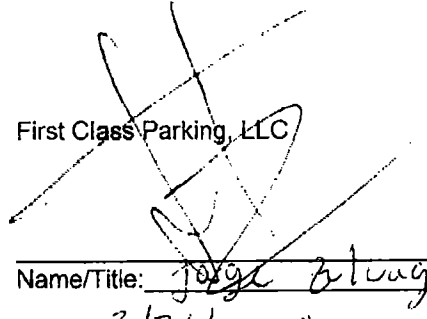
Except as amended in this Letter Agreement, all other terms and conditions of the Agreement shall remain in full force and effect (unless amended, in writing, and executed by the parties, at a future date).

City of Miami Beach, Florida


Jimmy L. Morales, City Manager

Date: 4/2/2020

First Class Parking, LLC


Name/Title: Jorge Beltrán / Partner

Date: 3/31/2020

Copy Via E-Mail:

- Eric Carpenter, Assistant City Manager
- Saul Francis, Director
- Raul J. Aguila, City Attorney
- Gisela Nanson Torres, Senior Assistant City Attorney
- Alex Denis, Procurement Department Director
- Javier Fernandez, Attorney for Concessionaire

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE CONCESSION AGREEMENT BETWEEN THE CITY 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; SAID AMENDMENT ABATING CONCESSIONAIRE'S CURRENT PAYMENT OBLIGATIONS, AS SET FORTH IN SECTION 3.2 OF THE AGREEMENT, WHICH OBLIGATIONS INCLUDE A MINIMUM GUARANTEE PAYMENT, IN THE AMOUNT OF \$17,900 PER MONTH, AND REPLACING SAID PAYMENT OBLIGATIONS WITH A MONTHLY PAYMENT EQUAL TO TWELVE PERCENT (12%) OF THE TOTAL AMOUNT OF MONTHLY GROSS RECEIPTS COLLECTED BY CONCESSIONAIRE, WITH AN EFFECTIVE DATE OF FEBRUARY 1, 2021 AND EXPIRATION DATE OF SEPTEMBER 30, 2021 OR UNTIL SUCH TIME AS THE CONVENTION CENTER BOOKINGS RESUME OPERATIONS AT THE PRE-PANDEMIC BOOKING LEVELS, WHICHEVER OCCURS FIRST.

WHEREAS, on July 25, 2018, 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") to First Class Parking System, LLC ("Concessionaire"); 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, the Miami Beach Convention Center (the "Convention Center"), and other City properties, as may be required for 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, on November 1, 2019, 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, and modifying the financial terms as contemplated under the Agreement during each annual renewal term; 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, on September 25, 2020, the City and Concessionaire executed Amendment No. 2 to the Agreement, to correct the commencement date of the Agreement to reflect October 1, 2018, and, accordingly, correct the contract year to start October 1st and end September 30th; and to clarify Section 3.2.3 of the Agreement; and

WHEREAS, Amendment No. 2 also reflects that during the Suspension Period, the Venues may require valet services, on a demand basis ("Temporary Services"), and that Concessionaire would exclusively provide such valet services from the Effective Date of Amendment No. 2 (September 25, 2020) and continuing through and including the expiration date of the Suspension Period or January 31, 2021, whichever occurs first (Temporary Services Period); and

WHEREAS, Amendment No. 2, further, modified the amount of Concession Fees to be paid by Concessionaire to the City, to reflect a monthly Concession Fee equal to twelve percent (12%) of the total monthly Gross Receipts for all transactions ("Temporary Services Period Concession Fee"); and

WHEREAS, during the Temporary Services Period, the Concession Fees set forth in Section 3.2 of the Agreement, including the Minimum Guarantee of \$17,900 a month, the Excess Transaction Fee and Percentage of Gross Receipts, would be abated and replaced with the Temporary Services Period Concession Fee; and

WHEREAS, the Convention Center and the Fillmore were Concessionaire's primary source of revenue under the Agreement and remain closed, with any future re-opening requiring a ramp up period; and

WHEREAS, based upon the material reduction in revenues, directly related to the COVID-19 pandemic, the City Manager recommends approving Amendment No. 3 to the Agreement, incorporated herein by reference and attached hereto as Exhibit "E"; said amendment extending the modified financial terms, approved under Amendment No. 2 for the Temporary Services Period, until September 30, 2021 or until such time as the Convention Center bookings resume operations at the Pre-Pandemic booking levels, whichever occurs first.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the City Manager to execute Amendment No. 3 to the Concession Agreement between the City 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; said Amendment abating Concessionaire's current payment obligations, as set forth in Section 3.2 of the Agreement, which obligations include a Minimum Guarantee payment, in the amount of \$17,900 per month, and replacing said payment obligations with a monthly payment equal to twelve percent (12%) of the total amount of monthly gross receipts collected by Concessionaire, with an effective date of February 1, 2021 and expiration date of September 30, 2021 or until such time as the convention center bookings resume operations at the pre-pandemic booking levels, whichever occurs first.

PASSED AND ADOPTED this ____ day of January, 2021.

ATTEST:

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

t:\agendal2021\1_january 13\parking\firstclassamend3.reso.docx

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Shawn H. Rottler 12/31/2020
City Attorney Date

**AMENDMENT NO. 3 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. 3 ("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 _____ day of _____, 2021 ("Effective Date"):

RECITALS

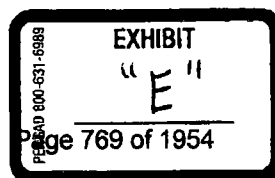
WHEREAS, on July 25, 2018, the Mayor and City Commission adopted Resolution Number 2018-30399, approving the award of Request for Proposals ("RFP") No. 2018- 166-WG for Valet Parking Services on City-owned property (the "RFP") to First Class Parking System, LLC ("Concessionaire"); and

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, for 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, on November 1, 2019, 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, and modifying the financial terms, as contemplated under the Agreement during each annual renewal term; 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, on September 25, 2020, the City and Concessionaire executed Amendment No. 2 to the Agreement, to correct the commencement date of the Agreement to reflect October 1, 2018; to correct the contract year to start October 1st and end September 30th; and to clarify Section 3.2.3 of the Agreement (the Agreement, Amendment No. 1, the Suspension Letter and Amendment No. 2 shall be collectively referred to herein as the "Agreement"); and



WHEREAS, Amendment No. 2 also reflects that during the Suspension Period, the Venues may require valet services, on a demand basis ("Temporary Services"), and that Concessionaire would exclusively provide such valet services from the Effective Date of Amendment No. 2 (September 25, 2020) and continuing through and including the expiration date of the Suspension Period or January 31, 2021, whichever occurs first (Temporary Services Period); and

WHEREAS, Amendment No. 2, further, modified the amount of the Concession Fees paid by Concessionaire to the City, to reflect a new Concession Fee equal to 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; and that during the Temporary Services Period, the Concession Fees set forth in Section 3.2 (including the Minimum Guarantee of \$17,900 a month, the Excess Transaction Fee and Percentage of Gross Receipts) would be abated and replaced with the Temporary Services Period Concession Fee; and

WHEREAS, on January 13, 2021, the Mayor and City Commission adopted Resolution No. _____, approving the extension of the modified financial terms approved under Amendment No. 2 for the Temporary Services Period, through and including September 30, 2021 or until such time as the Convention Center bookings resume operations at the Pre-Pandemic booking levels, whichever occurs first.

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 to extend the modified financial terms approved under Amendment No. 2 for the Temporary Services Period, through and including September 30, 2021 or until such time as the Convention Center bookings resume operations at the pre-pandemic booking levels, whichever occurs first (the "Extended Temporary Services Period"). During the Extended Temporary Services Period, Concessionaire would be permitted to exclusively provide valet services at the Venues, on a demand basis, by paying the City a monthly Concession Fee equal to 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. During the Extended Temporary Services Period, the Concession Fees set forth in Section 3.2, including the Minimum Guarantee of \$17,900 a month, the Excess Transaction Fee and Percentage of Gross Receipts, would be abated and replaced with the Temporary Services Period Concession Fee.

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 enforce any other terms or conditions of the Agreement. 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: _____
Rafael E. Granado, City Clerk

Date

Raul Aguila, Interim City Manager

Date

FOR CONCESSIONAIRE:

FIRST CLASS PARKING SYSTEMS, LLC

ATTEST:

By: _____
Secretary

Print Name

Date


President


Print Name

Date

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney  12-31-20
Date