



*City of Coral Gables*

**PARKING DEPARTMENT**


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**MEMORANDUM**

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**TO:** Naomi Levi-Garcia, esq.  
Government Affairs Manager

**DATE:** July 6, 2017

**FROM:** Kevin Kinney   
Parking Director

**SUBJECT:** Valet Parking

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Valet Parking is provided for within the Coral Gables City Code Sections 74-164 through 74-171. The City Code allows any hotel, motel or restaurant to apply for a valet permit. A copy of the Valet Parking Code is attached for review.

In 2006 the City allowed and participated in a request for proposals (RFP) issued by the Business Improvement District to convert valet on Miracle Mile to a centralized system. A contract was executed on June 1, 2006 and there has been a centralized valet system on Miracle Mile since that date. A copy of the Valet Parking Agreement is attached. In addition to the requirements expressed in the Agreement, the valet operator is required to follow all requirements in the City Code.

In 2015, a review of valet operations downtown showed a total of 24 valet stands operating from Alhambra to Almeria and Le Juene to Douglas. As part of the review and evaluation completed with the assistance of David Plummer & Associates, it was determined expansion of the centralized valet program would reduce the number of valet stands downtown and could provide a higher level of service to patrons visiting downtown. A draft scope of service was prepared and is attached for review. The new RFP and contract will be between the City and selected vendor(s) directly.

As the City began construction on Giralda and Miracle Mile for the streetscape improvements, negotiations with the current centralized valet vendor resulted in a reduction of the charge for valet services in the construction zones to \$5.00 per car. In addition, the City is providing vouchers for free valet to the merchants on the 100 Block of Giralda. These incentives will continue until there is substantial completion of the streetscape projects. The current vendor is on notice that once we near completion of the construction project a new RFP for centralized valet service will be issues.

With the current schedule for construction staff intends to issue the RFP in September or October that will provide for Coral Gables branded valet services within the downtown district.

**Coral Gables, Florida, Code of Ordinances >> Subpart A - GENERAL ORDINANCES >> Chapter 74 - TRAFFIC AND VEHICLES >> ARTICLE III. - STOPPING, STANDING AND PARKING >> DIVISION 3. - VALET PARKING >>**

**DIVISION 3. - VALET PARKING**

Sec. 74-164. - Regulations; limitations.

Sec. 74-165. - Application and review procedures for permit.

Sec. 74-166. - Standards for service.

Sec. 74-167. - Procedures and penalties for violation.

Sec. 74-168. - Violations appeal procedures; rights and remedies; supplemental provisions.

Sec. 74-169. - Vehicle removal.

Sec. 74-170. - Parking advisory board.

Sec. 74-171. - General standards; appeals.

Secs. 74-172—74-193. - Reserved.

**Sec. 74-164. - Regulations; limitations.**

- (a) It shall be unlawful for any person or company to provide, on a continuing basis, a parking service which uses public right-of-way, public or private parking spaces either for pick-up, delivery or storage of automobiles without first obtaining a valet parking permit pursuant to the regulations herein. Any vehicles valet parked outside of their assigned parking zone in any other on or off-street parking stalls or private property without property owner's written authorization will be cited.
- (b) Valet parking permits may be obtained for the operation of valet parking services at any city licensed hotel, motel or restaurant.
- (c) Valet parking spaces cannot substitute for or be counted as off-street parking spaces as required by the zoning code or other applicable city codes.

*(Code 1991, § 25-135; Ord. No. 3604, § 1, 11-12-2002; Ord. No. 2011-01, § 2, 1-11-2011)*

**Sec. 74-165. - Application and review procedures for permit.**

- (a) Applications for a valet parking permit shall be made by the owner of the business for which valet parking services are to be provided or by that valet parking company providing the service. The application shall be submitted to the parking department on forms provided by the same department. Traffic plan must be submitted with original application detailing route to be followed between the pick up and delivery zones and the storage area.
- (b) If the operator of the valet parking service is a separate company from the business owner, the submitted application must include the valet company's city occupational license.
- (c) The application shall include the required information and fees as specified in section 74-166
- (d) The city will require a certificate of insurance from each valet parking company (i.e. restaurant) requesting inclusion in the valet parking program.
  - (1) The required certificate of insurance is to be made available to Insurance and Safety Division of the Employee Relations Department located at 2801 Salzedo Street, 2nd floor.

- (2) The insurance coverage shall include:
- a. Garage liability with limits of \$1,000,000.00 per occurrence naming the city as an additional insured.
  - b. Garage keepers' legal liability of no less than \$50,000.00 each auto and \$250,000.00 aggregate.
  - c. Workers compensation: Florida statutory limits plus employers' liability limit no less than \$100,000.00 for death or injury to any one person, \$500,000.00 for personal injuries or deaths per occurrence and \$100,000.00 for damage or destruction of property.
  - d. Any other requirements as determined by the city attorney, or other city department.

Each permit holder must agree to keep this minimum liability coverage in effect for the duration of this agreement, as well as to provide the city with a new certificate 15 days before their policy renewal date.

- (e) The parking director shall review the application and may approve, approve with conditions, or deny the subject application. Permits shall be granted upon a showing that there will be compliance with the provisions of this article.
- (f) An appeal from the decision of the parking director on a valet parking application may be taken to the parking advisory board. The board shall have the authority to uphold or overrule the parking director's decision.

(Code 1991, § 25-136; Ord. No. 3604, § 1, 11-12-2002; Ord. No. 2011-01, § 2, 1-11-2011)

#### **Sec. 74-166. - Standards for service.**

- (a) *Evening time period valet parking.*
- (1) *Time provided.* Valet parking services will only be provided after 5:00 p.m. Monday through Saturday, and at any time on Sunday.
  - (2) *Signage.* A temporary pole mounted valet parking information sign may be located in front of the business providing valet service only during the time the valet service is in operation. The parking department shall provide standards for valet parking signage including material used, height, size, color, lettering and categories of information to be displayed. No other signage shall be permitted in relation to valet parking.
  - (3) *Pick-up/deliver zones.* A valet parking service may only pick up and deliver vehicles in the curb lane closet to the entrance to the establishment. The service may reserve on-street public metered parking spaces for the delivery and pick-up of vehicles if an adequate number of metered spaces are available. The maximum number of reserved parking spaces used for a pick-up/delivery zone shall be determined by the parking director. The valet parking permit application shall indicate the location of the reserved parking spaces. In no case may any vehicle be parked in excess of 15 minutes in any pick up and delivery zone-parking stall.
  - (4) *Parking storage spaces.* The number and location of reserved off-site parking storage spaces must be identified as part of the application for a valet parking permit. The number and location of reserved off-site spaces shall be appropriate to serve the establishment. When the off-site parking spaces are located in a private parking facility a written agreement shall be submitted authorizing the use of the parking spaces from the property owner and must be submitted with the application. Parking spaces located in a private parking facility that are counted toward minimum parking

requirements for another development may be used for storage upon a finding by the parking director that there is adequate capacity for valet storage. Public off street parking spaces may also be reserved for parking storage wherever public access is not compromised and subject to approval of the parking director.

(b) *Lunch time period valet parking.*

- (1) *Permit.* Valet parking permits for the lunch time defined as Monday through Saturday may be obtained in order to provide valet parking which uses public parking spaces as a pick-up or delivery zone for customer cars. The permittee must demonstrate a sufficient number of parking stalls are available to meet their vehicle storage requirements before a permit is issued. A restaurant can provide valet parking at any time without a permit if the pick-up and storage of cars is accomplished on their own property.
- (2) *Where available.* A lunchtime (Monday—Saturday) valet parking permit will be available from the city parking department.
- (3) *Regulations governing.* All regulations currently obtained in the City Code (chapter 25, article VIII) will govern the provision of valet parking during the lunch time period with the following exceptions: Applicants must file an application and a certificate or letter specifically indicating the location and number of spaces available for storage of valet parked vehicles during the lunch time period. These spaces cannot include any on-street public parking spaces and may only include off-street public parking spaces where the parking director has determined public access will not be compromised. Parking spaces located in a private parking facility that are counted toward minimum parking requirements for another development may be used for storage upon a finding by the parking director that there is adequate capacity for valet storage. The approval of the application is at the discretion of the parking director.

(c) *Valet parking permit fees.* Fees in the amount established by the city commission shall be paid to the parking department for valet parking permits.

- (1) *Security deposit.* A security deposit equal to the monthly cost for reserved spaces shall be paid at the time the parking permit is obtained.
- (2) *Failure to pay monthly fee.* Failure to pay the monthly fee to the parking department by the tenth day after the end of the previous month may result in immediate suspension or revocation of the valet parking permit.

(Code 1991, § 25-137; Ord. No. 3604, § 1, 11-12-2002; Ord. No. 2006-10, § 1, 5-23-2006; Ord. No. 2011-01, § 2, 1-11-2011)

## **Sec. 74-167. - Procedures and penalties for violation.**

The parking director or his designee may inspect the operation of any valet parking service and may issue warnings to the establishment that the service is in violation of the regulations contained herein or is in violation of other provisions of the zoning code. Failure to correct violations may result in the parking director suspending or terminating a valet parking service permit. The parking director shall have the authority to review, modify and/or suspend a previously issued valet parking permit if there is evidence that the operation is in violation of city code provisions or has caused a hardship in the vicinity.

- (1) *First violation or violations.* The parking director or designee, or the appropriate department, including police department, may issue a citation to the restaurant owner and/or the valet parking operator, detailing the violations, citation number or numbers, and the license plate or plates of vehicles parking in violation, and the amount of the

fine, and a warning that a second date of violation within a six-month period will result in the owner and valet parking operator being required to make an appearance before the parking advisory board, which shall act in accordance with the provisions provided herein.

- (2) *Second violation and/or violations occurring within a six-month period.* A citation or citations will be issued via a certified letter to the owner and the valet parking operator detailing the violations, citation numbers, and the license plates of vehicles parking in violation, and amount of fine. The owner and valet parking operator shall be required to appear before the parking advisory board at the next regularly scheduled meeting, and may be subject to suspension or further conditions of valet parking privileges for a period deemed appropriate by the board, with the understanding that the owner, operator or their designees failure to appear may result in the restaurants being terminated, removed or suspended from participation in the valet parking program. Once suspended under the provision of this section, the owner and operator shall be prohibited from further valet parking from any location unless approved by the parking advisory board upon applying for reinstatement.
- (3) *Third violation and/or violations occurring within a six-month period.* A citation or citations will be issued via certified letter to the owner and the valet parking operator, detailing the violations, citation numbers, license plates of vehicles parking in violation and amount of fine. The owner and valet parking operator are required to make an appearance before the parking advisory board at their next regularly scheduled meeting, and may be subject to suspension, removal or termination from the valet parking program for a period deemed appropriate by the board with the understanding that the owner and/or valet parking operators or his designee's failure to appear may result in complete termination of privileges to participate in the valet parking program. Any valet parking participant suspended for a period longer than 30 days may reapply for valet parking participation through the parking advisory board at the next regularly scheduled meeting.

(Code 1991, § 25-138A; Ord. No. 3604, § 1, 11-12-2002; Ord. No. 2011-01, § 2, 1-11-2011)

#### **Sec. 74-168. - Violations appeal procedures; rights and remedies; supplemental provisions.**

The decision of the parking director or designee to suspend, review or modify previously issued valet parking permits may be appealed to the parking advisory board within ten days of the issuance of a written decision by the parking director or his designee. If the parking director or his designee finds a violation of this article:

- (1) The parking director or designee may issue a notice of violation to the violator (valet company operator in violation of the article) as provided herein, and as this article may be amended from time to time. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within 20 days after service of the notice of violation, and that failure to appeal the violation within the 20 days shall constitute an admission of the violation and a waiver of the right to a hearing.
- (2) Civil fines shall be established by resolution of the city commission.
- (3) A violator who has been served with a notice of violation shall elect either to:
  - a.

- Pay the civil penalty in the manner indicated on the notice, and correct the violation within the time specified; or
- b. Request an administrative hearing before a hearing officer to appeal the determination of the director or his designee that resulted in the issuance of the notice of violation.
- (4) An appeal for administrative hearing shall be accomplished by filing a request in writing to set the hearing before the hearing officer for review and mailed to the parking director or his designee or to the address indicated on the notice, not later than 20 days after the service of notice. The hearing shall be conducted in the same manner as provided in chapter 18.
  - (5) If the named violator, after notice, fails to pay the civil penalty and correct the violation (within the time specified), or to request, in a timely manner, an administrative hearing before the hearing officer, such failure shall constitute a waiver of the violator's right to an administrative hearing before a hearing officer. A waiver of the right to an administrative hearing shall be treated as an admission of the violation and penalties may be assessed accordingly.

*(Code 1991, § 25-138B; Ord. No. 3604, § 1, 11-12-2002; Ord. No. 2011-01, § 2, 1-11-2011)*

#### **Sec. 74-169. - Vehicle removal.**

- (a) Whenever appropriately ascertained that a vehicle is unlawfully parked in a properly bagged or decaled valet designated pick up and delivery zone said vehicle may be removed through tow and stored at owner's expense.
- (b) Only the vendor "tow company" selected by the city to provide a tow service from on-street and off-street city parking stalls is authorized to be used by any users including valet parking companies. The use of any other tow company to service these locations will constitute a violation of this article.
- (c) Responsibility and liability for vehicle removal and storage shall be the sole province of the valet parking company requesting such removal.

*(Code 1991, § 25-139; Ord. No. 3604, § 1, 11-12-2002; Ord. No. 2011-01, § 2, 1-11-2011)*

#### **Sec. 74-170. - Parking advisory board.**

In addition to the responsibility specified in subsection 74-165(f), the parking advisory board, upon the request of the parking director, may review and advise upon general standards for valet parking signage, key storage, as well as number and location of reserved off-site parking storage spaces.

*(Code 1991, § 25-140; Ord. No. 3604, § 1, 11-12-2002; Ord. No. 2011-01, § 2, 1-11-2011)*

#### **Sec. 74-171. - General standards; appeals.**

- (a) The parking advisory board, upon the request of the parking director, may review and advise upon general standards for valet parking, signage, and key storage, as well as number and location of reserved off-site parking storage spaces.
- (b) An appeal from the decision of the parking director on a valet parking application may be taken to the parking advisory board by the applicant. The board shall have the authority to uphold or overrule the parking director's decision.
- (c)

The decision of the parking director or designee to suspend, review or modify previously issued valet parking permits may be appealed to the parking advisory board within ten days of the issuance of a written decision by the parking director or his designee.

*(Code 1991, § 25-142; Ord. No. 3528, § 1, 9-25-2001; Ord. No. 2011-01, § 2, 1-11-2011)*

**Secs. 74-172—74-193. - Reserved.**

8-9-06

Valet Parking Agreement

This Valet Parking Agreement ("Agreement") is made and entered into as of the 1<sup>st</sup> day of June, 2006, by and between The Business Improvement District of Coral Gables, ("BID"), a 501(c)(6) non profit organization representing the property owners and business owners of the geographical area in downtown Coral Gables known as the Business Improvement District, and V.I.P. Parking Specialists, Inc. ("Operator"), a Florida Corporation, for a period of (1) one year ending May 31, 2007.

Witnesseth:

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That, Whereas, BID presently represents the property owners of the geographical area known as the Business Improvement District, located in the City of Coral Gables, Florida, and has the authority to contract for the provision of centralized valet parking services for such area, subject to the laws, regulations and ordinances of the City of Coral Gables;

WHEREAS, Operator is an experienced provider of valet-parking services and was selected as a result of a request for proposal issued by the BID; and

WHEREAS, BID and Operator desire to enter into an agreement whereby Operator will provide and manage all centralized valet parking services for BID upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. PREMISES. BID hereby grants to Operator and Operator hereby accepts the exclusive right and obligation of administering, managing and operating centralized valet parking services for BID. Specifically, Operator shall: (i) pick up vehicles of customers at specific areas in Coral Gables, Florida, as set forth in Exhibit "A" attached hereto and incorporated herein, as may be modified from time to time in writing (each a "Valet Zone" and collectively, the "Valet Zones"); (ii) park such vehicles at nearby parking facilities as designated or approved by BID and the City of Coral Gables from time to time (each a "Parking Facility" and collectively, the "Parking Facilities"); and (iii) return such vehicles to the Valet Zones upon the request of the vehicle owners. The Valet Zones and areas of any Parking Facilities owned and/or controlled by BID and used by Operator in connection with this Agreement shall collectively be referred to as the "Premises."
  
2. OPERATOR'S OBLIGATIONS AND SERVICES; OPERATING EXPENSES. Operator hereby covenants and agrees that it will:



- a. Operate and direct the valet parking operations and render the usual and customary services incidental thereto in a professional, businesslike and efficient manner.
  - b. Implement the necessary procedures and provide radio and other necessary equipment such that Operator runs the system as a centralized valet parking system, which is defined as a valet system where customers can pick up cars at any station within the system, regardless of which station their vehicle was dropped off at.
  - c. Routinely maintain the parking equipment provided by Operator (if any) in good operating condition and keep the Premises in a neat and orderly condition.
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- d. Employ sufficient experienced and qualified personnel to render the services required by this Agreement, who will be courteous to the public.
  - e. Observe the requirements set forth in Chapter 25 Traffic and Motor Vehicles, Article VIII Valet Parking, Code of Coral Gables, Florida, related to Valet Parking.
  - f. Operator shall maintain valet parking operations during the hours set forth in Exhibit A herein. Any changes to those operating hours must be approved by the BID.
  - g. If there are any cars still in the valet system after such time as the stations close for pick-up, all efforts will be made to either remain open until such time as the customer returns for pick up, or find the customer and return the keys to the vehicle prior to leaving the station. Once those efforts have been exhausted, Operator may leave the keys with the restaurant manager nearest the ramp where the vehicle was dropped off, with the pre-approved note that the BID developed posted in the windshield, stating where the vehicle keys were left. The car will be secured and parked in the ramp where it was dropped off.
  - h. Promote and endeavor to increase the volume, efficiency and quality of the services rendered.

Operator shall pay, solely from its revenues derived from the valet system, without reimbursement from BID, routine expenses incurred by Operator in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "Operating Expenses"). Operating Expenses shall include: salaries and wages and associated payroll burden (including payroll taxes and fringe benefits); license and permit fees; uniforms, supplies and cleaning; telephone; non-structural and non-capital maintenance and repairs to be performed by Operator hereunder; employee recruitment, training and ongoing employee relations; banking services; postage and freight; tickets, paper and reporting forms; health insurance, workers' compensation insurance, automobile insurance (where applicable), garagekeeper's legal liability insurance and general public liability insurance premiums and deductibles established by Operator.

Operator shall be responsible for paying all garage storage fees, or other parking fees such as parking lots, metered on-street parking, or private garages,

necessary to provide storage for valet vehicles. BID shall approve all storage facilities used for parking cars under this agreement.

3. GROSS RECEIPTS: TAXES. All Gross Receipts collected by Operator under this Agreement shall be deposited in a federally insured bank account maintained by Operator. "Gross Receipts" shall mean all cash collected by Operator for parking of motor vehicles in connection with this Agreement. During the term of this Agreement, Operator shall charge the rates outlined in Exhibit "A", unless otherwise agreed to by the parties in writing. With regard to Sales Tax, as operator of the valet parking service, Operator shall be responsible for payment directly to the tax collector of any sales, use, excise, occupancy, gross receipts, parking, or any other tax or charge based on Gross Receipts collected by Operator (collectively, "Sales Tax"). Owner shall be responsible for payment directly to the tax collector of the Sales Tax on any cash collected by Owner or its agents (other than Operator) for any parking facilities other than the Parking Facilities. Any deviation from the Sales Tax payment responsibilities as described in the first two (2) sentences of this paragraph (for example, but without limitation, where Owner pays Sales Tax on Gross Receipts collected by Operator or a portion thereof) must be mutually agreed upon and set forth in a signed amendment to this Agreement.

4. OPERATOR'S INSURANCE COVERAGES.

- a. Operator shall carry and maintain, as an Operating Expense, the following insurance coverages:
  - i. Worker's Compensation insurance in compliance with the Worker's Compensation law of the State of Florida.
  - ii. Employer's liability insurance on all employees for the premises not covered by the Worker's Compensation Act, for occupational accidents or diseases, for limits of not less than \$1,000,000 for any one occurrence, or whatever is necessary to satisfy the requirements of the umbrella liability insurance specified in Subsection (a)(6) below.
  - iii. Garage liability or commercial general liability insurance on an occurrence basis with limits of not less than \$1,000,000 per occurrence with an annual aggregate limit of \$1,000,000 per location, or the minimum required by the City of Coral Gables, whichever is greater.
  - iv. Garage keeper's legal liability insurance (if applicable) insuring any and all automobiles that are parked at the premises by Operator's attendants or for which a bailment otherwise is created, with limits of liability not less than \$1,000,000 per occurrence.
  - v. Automobile liability insurance (if applicable) covering losses for owned, non-owned or hired vehicles including comprehensive and

collision coverage with a limit of not less than \$1,000,000 per occurrence.

- vi. Comprehensive crime insurance including employee theft, premise, transit and depositor's forgery coverage with limits as to any given occurrence of \$1,000,000.
  - vii. Umbrella liability insurance an aggregate limit of not less than \$5,000,000.
- b. The liability policies affording the coverages described in subsections (a)(iii), (a)(iv), (a)(v) and (a)(vii) above shall be endorsed to cover the City of Coral Gables, BID and its employees, agents, directors and officers as additional insureds.
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- c. Operator shall deliver certificates of insurance to the City of Coral Gables, BID and renewal policies shall be obtained, and certificates delivered to BID at least fifteen (15) days prior to expiration. The certificates of insurance shall state that the issuing company shall endeavor to mail thirty (30) days' prior written notice to the certificate holder should any of the policies be cancelled prior to the expiration date.
- d. All policies of insurance shall be furnished to City and BID and naming City and BID as additional insured under such liability policies within thirty (30) days of written request. Such policy will provide that cancellation will not occur without at least thirty (30) days prior written notice to City and BID.
5. OPERATIONAL REQUIREMENTS. Operator will provide pre-numbered valet tickets; radios, uniforms and valet stand with umbrella for each valet station. Operator agrees that it will not make or construct any improvements, additions or alterations to the Premises without the prior written consent of BID or the approval of the City of Coral Gables. The BID shall approve any and all signage, valet podiums or stands, umbrellas, tickets and any other marks that will be used in public for the service. Centralized valet operations must be supported by radio dispatch.
6. INTELLECTUAL PROPERTY. Operator hereby grants to BID, during the term of this agreement only, a non-assignable, non-exclusive right and license to use Operator's intellectual property, including but not limited to its trade names, trademarks and any and all onsite parking amenities programs (the "Intellectual Property"), to the extent related to operator's administration, management and operation of the Premises. Upon termination of this Agreement for any reason, Operator shall have the right, at its sole cost and expense, to remove the Intellectual Property from the Premises, and owner shall refrain from all further use of the Intellectual Property.
7. INDEMNIFICATION. Operator shall indemnify and hold harmless City of Coral Gables and BID from any and all loss and liability on account of any damage or injury and from all losses, claims and demands caused by the negligence of the

Operator including Operator's agents or employees, but Operator shall not be liable for damages or injury to the extent occasioned by failure of the Owner to comply with its obligations hereunder or by reason of the negligence of the City of Coral Gables and BID, their agents or employees or third parties.

8. LICENSES AND PERMITS. Operator shall obtain and maintain all licenses and permits required by any governmental body or agency having jurisdiction over Operator's operations at the Premises and will abide by the terms of such licenses and permits. Any license or permit fees incurred by Operator shall be deemed an Operating Expense.

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9. LAWS AND ORDINANCES. Operator shall not use all or any part of the Premises for any use or purpose which (i) is forbidden by or in violation of any law of the United States, any state law or any city ordinance, or (ii) may be dangerous to life, limb or property.
10. RELATIONSHIP OF THE PARTIES. No partnership or joint venture between the parties is created by this Agreement, it being agreed that Operator is an independent contractor.
11. FORCE MAJEURE. Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargos, shortages of materials, act of God, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control.
12. GOVERNING LAW. This Agreement shall be governed by and construed accordance with the laws of the State of Florida. Venue shall lie in Miami-Dade County, Florida.
13. APPROVALS. Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed.
14. WAIVERS. No waiver of default by either party of any term, covenant or conditions hereof to be performed or observed by the other party shall be construed as, or operate, as a waiver of any subsequent default of the same or any other term, covenant or condition hereof.
15. SEVERABILITY. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.
16. TERMINATION. Either party may terminate this Agreement at any time with or without cause upon thirty (30) days' prior written notice. In addition, in the event that any of the provisions of this Agreement are violated by Operator, BID may

serve written notice of immediate termination of this Agreement and such shall state the reasons for any such termination.

17. ASSIGNMENT. Operator shall not assign or transfer this Agreement or its right, title or interest herein without the prior written consent of BID, which consent shall not be unreasonably withheld. Operator is hereby given that right to assign this Agreement to an affiliate of Operator or to a corporation substantially all of the stock of which is owned by Operator and/or collaterally assign its right, title and interest herein to a financial institution as security for any present or future loans to Operator.

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18. NOTICES. Any notice or communication required to be given to or served upon either party hereto shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

TO BID: Business Improvement District of Coral Gables, Inc.  
Executive Director  
Mari Molina  
224 Miracle Mile  
Coral Gables, FL 33134

With copy by (regular mail) to: The City of Coral Gables, Florida  
City Manager  
David Brown  
405 Biltmore Way  
Coral Gables, FL 33134

TO OPERATOR: V.I.P. Parking Specialists, Inc.  
President  
Henry Camejo  
161 Aragon Ave  
Coral Gables, FL 33134

Either party may designate a substitute address at any time hereafter by written notice thereof to the other party.

19. ENTIRE AGREEMENT. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and supercedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement and exhibits hereto. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions in the Agreement and no person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of

the parties. In the event of a conflict between the terms of this Agreement and the terms of any exhibit hereto the terms of this Agreement shall prevail and govern.

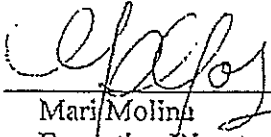
20. PARTIES BOUND. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, executor, administrators, legal representatives and permitted assigns.

21. NEITHER PARTY DEEMED DRAFTER. The parties to this Agreement have sufficient time to consult legal counsel and negotiate changes regarding the terms hereof. Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting hereof.

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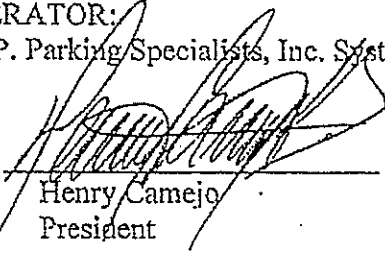
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first date above written.

BID:  
Business Improvement District of Coral Gables, Inc.

By:   
Mari Molina  
Executive Director

6/1/06  
Date

OPERATOR:  
V.I.P. Parking Specialists, Inc. Systems, Inc.

By:   
Henry Camejo  
President

6/1/06  
Date

Centralized Valet Parking Stations

Price for all Stations: \$6 before 6:00 PM  
\$8 after 8:00 PM

Station: Max's Grille  
Location: 000-Block South

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Hours of Operation:  
Mon-Thur: 11:30 AM – 3:30 PM and 6:00 PM – 10:00PM  
Fri-Sat: 11:30 AM – 3:30 PM and 6:00 PM – 1:00 AM  
Sun: Closed

Station: Tarpon Bend  
Location: 000-Block North

Hours of Operation:  
Mon-Thur: 11:00 AM – 11:00 PM  
Fri-Sat: 11:00 AM – 1:00 AM  
Sun: Closed

Station: Houston's  
Location: 200-Block North

Hours of Operation:  
Mon-Thur: 11:00 AM – 11:00 PM  
Fri-Sat: 11:00 AM – 1:00 AM  
Sun: 11:00 AM – 11:00 PM

Station: Ortanique  
Location: 200-Block South

Hours of Operation:  
Mon-Thur: 11:30 AM – 3:30 PM and 6:00 PM – 10:00PM  
Fri-Sat: 11:30 AM – 3:30 PM and 6:00 PM – 1:00 AM  
Sun: Closed

## CENTRALIZED VALET SCOPE OF SERVICE

Valet Parking on the Mile currently generally serves 60,000 customers per year or approximately 6% of vehicles arriving on the Mile. As we look at the changes related to the Miracle Mile and Giralda streetscape projects, improvements in the Centralized Valet system are a key component to the future success of our downtown (Miracle Mile District). Conceptually we are looking to develop a Centralized Valet district from Giralda to Andalusia and LeJuene to Douglas. Customers will be able to valet their car at any station within this 12 block zone and pick up their car at any other valet station. The key components of the scope of service to be used by procurement should include:

1. **Branding of Service** – The City reserves the right to determine the look and layout of valet stands. This includes selection of umbrellas, key stands, kiosks, uniforms and any seating to be provided.
  - a. The successful bidder to provide valet services within the district will work with the City to develop a standardized greeting that will be used to welcome customers to the City and thank them as they leave.
  - b. The City will approve of any collateral material to be used in providing the centralized valet service.
  - c. Operator will provided all valet staff with ID badges designed and approved by the City. These badges must be clearly visible at all times while working.
  - d. Uniforms must be well maintained and in good condition any-time an employee is working.
2. **Customer Service** – Respondents to the RFP must provide detail of all employee training for valet staff including customer service training. Customer service training must be provided annually by a vendor specializing in service industry training and approved by the City. The City is looking for valet service that provides a high level of personalized customer service, including:
  - a. A valet app that allows customers to pay for valet and request their car through their smart phone. This system should also provide the operator and the City access to a back office dashboard to monitor valet activity in real time.
  - b. Vehicle pickup and delivery at any of the valet stands managed as Centralized.
  - c. Participation by all valet staff in customer service training designed or provided by the City on an annual or semi-annual basis.
  - d. Valet should act as an ambassador to the downtown with sufficient knowledge to provide directions to key destinations.
    - i. As part of the customer service training valet will be required to become familiar with guides provided by the City to identify points of interest.
3. **Operational Requirements** – The City’s expectation is that valet services provided will be exceptional service to customers. Initially within the 12 blocks of the Centralized Parking zone the City anticipates 10 valet stands with the potential at the City’s sole discretion to increase the number of valet stands to 15.
  - a. All costs associated with operating valet shall be paid solely from revenues



derived from valet operations. The City shall have no obligation to pay or contribute toward any expense.

- b. Staffing at all valet stands will be maintained to ensure that vehicles will be returned within an average of 10 minutes from when requested.
  - c. Storage for valet service will be provided by the City in Garage 2 and Garage 6. The storage fee will be \$1.50 per vehicle
  - d. Operator will obtain a valet permit and pay for ramping spaces pursuant to City code; \$15.00 per space per day.
  - e. Valet stands will be acquired by the operator pursuant to City Code at locations within the discretion of the City.
  - f. Valet Operator will propose a system compatible with the City's Garage Operating System to monitor valet traffic and ensure accountability for access to the public garages.
  - g. Key boards will be maintained within the garages where valet storage occurs.
  - h. Operator will have a MOD at all times valet services are being provided. The MOD will be downtown, accessible by the City and available to respond to any valet ramp at all times.
  - i. Valet Operator must maintain phone or radio system to communicate between storage locations and all valet ramps.
4. **Rates** – Operator will propose standard and validated rates for lunch and dinner traffic as part of their response to the City's RFP.
- a. Historical traffic data for the 5 valet stands on Miracle Mile will be provided to operators interested in responding to the Request for Proposals.
  - b. Operator will propose a system for partial and full validations that can be used in conjunction with the valet app.
5. **Enforcement** – Operator is responsible for compliance with all insurance requirements, rules and regulations related to valet operations within the City.
- a. Violations such as illegal ramping, blocking traffic, illegal storage, failing to wear required name tag, etc. will result in fines as provided for in City or County Code.
  - b. Compliance requires vendor to maintain insurance to the satisfaction of the City's Risk Management Officer.
6. **Hours of Operation** – Operator will propose a plan for delivery of cars remaining in storage at the end of each day and will at a minimum provide staff at all valet stand as follows:
- a. Sunday through Thursday - 11:00 a.m. to 11:00 p.m.
  - b. Friday and Saturday - 11:00 a.m. to 2:00 a.m.

Days and hours of operation for individual valet stands may only be modified with the prior review and approval of the City Parking director.