

## FIRST AMENDMENT TO AGREEMENT

This Amendment to Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "City") and Historic Tours of America, Inc., a Florida corporation (hereinafter "HTA").

### WITNESSETH

WHEREAS, CITY and HTA entered into an Agreement on the 19<sup>th</sup> day of October, 2007, (the "Agreement"), pertaining to shuttle services for cruise ship passengers, a copy of which is attached hereto, incorporated by reference, and more particularly described as Exhibit "A"; and

WHEREAS, the Agreement expires on October 18, 2012; and

WHEREAS, CITY is required to obtain contractual shuttle services for cruise ship passengers pursuant to the competitive bidding process; and

WHEREAS, on August 7, 2012, the City Commission of the City of Key West, Florida, passed Resolution No. 12-236, directing City staff to negotiate an agreement with a qualified contractor terminating at a time certain to facilitate the issuance and award of a competitive bid for cruise ship passenger shuttle service; and

WHEREAS, CITY and HTA desire to amend the Agreement to provide for continued contractual shuttle services for cruise ship passengers for a limited period of time beyond the said expiration date of the Agreement.

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and HTA agree to modify the Agreement as follows:

RECITALS: That the above recitals are true and correct and made a part hereof;

**Section 1:** Paragraph 2.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

In resolving inconsistencies among two or more sections of these documents, precedence shall be given in the following order: First Amendment to Agreement, Agreement, HTA's response, City's RFP.

**Section 2:** Paragraphs 2.3 and 2.4 of the Agreement are hereby deleted in their entirety and replaced with the following:

In consideration of the performance of the services as set forth in the attached Service Requirements, the City shall to pay to HTA based on eighty percent (80%) of the total number of passengers and fifty percent (50%) of the crew members as evidenced on the manifest for each vessel docking at the Outer Mole Pier. The rate per passenger and crew will be \$3.55.

**Section 3:** Paragraph 2.8 of the Agreement is hereby deleted in its entirety and replaced with the following:

HTA shall transport a minimum of 1,500 passengers per hour from any ship subject to this Agreement. In the event HTA is unable to transport a minimum of 1,500 passengers from any such ship, City will provide the additional means of transportation, and HTA shall reimburse City at the rate of \$60.00 per hour for each vehicle provided, with a minimum charge for 2 hours per occurrence. In the event City requires transportation of more than 1,500 passengers per hour from any ship, City shall provide the additional means of transportation at City's sole cost and expense.

**Section 4:** Paragraph 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

This Agreement is for a term ending on June 30, 2013. HTA and City may extend the Agreement on the same terms and conditions, for an additional six (6) calendar month period, with an increase negotiated by both parties, if mutually agreed to by the parties at least sixty (60) calendar days prior to the contract expiration. If not renewed prior to the time specified, City may proceed to go out for bid for the services.

**Section 5:** Except as modified herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement on the date first written above.

CITY OF KEY WEST, FLORIDA

By: \_\_\_\_\_  
Craig Cates, Mayor

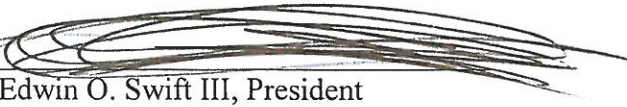
ATTEST:

\_\_\_\_\_  
Cheryl Smith, City Clerk

HISTORIC TOURS OF AMERICA, INC.

*Hope Casas*  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By:   
Edwin O. Swift III, President