

**SIXTH AMENDMENT
TO
PERMIT AND LICENSE AGREEMENT

(REVOCABLE LICENSE)**

THIS IS A SIXTH AMENDMENT to the Revocable License and is entered into this 21st day of September, 2021 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter, "CITY";

and

B-Cycle, LLC, a Delaware Limited Liability Company, authorized to do business in the State of Florida, FEI/EIN # 26-3412945, whose principal address is 801 West Madison Street, Waterloo, WI 53594, hereinafter "LICENSEE".

WHEREAS, the CITY granted LICENSEE a Revocable License on July 6, 2011, for the implementation, installation, operation, maintenance, repair and replacement, from time to time of the Bicycle-Sharing Stations on City owned property described in the Revocable License; and

WHEREAS, on August 21, 2012, the CITY and LICENSEE entered into a First Addendum to the Revocable License which provided for the expansion of the B-Cycle Sharing Stations; and

WHEREAS, on January 7, 2014, the CITY and LICENSEE entered into a Second Amendment to the Revocable License which provided for the expansion of the B-Cycle Sharing Stations; and

WHEREAS, on April 15, 2014, the CITY and LICENSEE entered into a Third Amendment to the Revocable License to allow for the relocation of the D.C. Alexander Park bike station; and

WHEREAS, on February 3, 2015, the CITY and LICENSEE entered into the Fourth Amendment to the Revocable License to authorize the expansion of the B-Cycle Sharing Stations; and

WHEREAS, on June 21, 2016, the CITY and LICENSEE entered into a Fifth Amendment to the Revocable License to authorize the installation of an additional Sharing Station in South Beach Lot #2, approximately fifty (50) feet East from the North point of the B-Ocean Property located on the North side of the parking lot wall; and

WHEREAS, B-Cycle wishes to install a B-Cycle Sharing Station at the Northwest corner of East Las Olas Boulevard and S.E. 9th Avenue, in order to replace the existing B-Cycle Sharing Station located at East Las Olas Boulevard and S.E. 10th Terrace which was previously authorized under the Revocable License with the CITY; and

WHEREAS, LICENSEE acknowledges that the B-Cycle Sharing Station is being installed near utilities located at East Las Olas Boulevard and S.E. 9th Avenue and the CITY may need to periodically maintain or repair the utilities in this area; and

WHEREAS, the CITY and LICENSEE have agreed to add a provision to the Revocable License that will protect the CITY from liability for any damage to property owned by LICENSEE in light of the B-Cycle Sharing Station's close proximity to the utilities in this location; and

WHEREAS, the City Commission finds that amending the Revocable License to provide for the installation of a B-Cycle Sharing station at East Las Olas Boulevard and S.E. 9th Avenue that will replace another Sharing Station located at East Las Olas Boulevard and S.E. 10th Terrace serves a valid municipal purpose; and

WHEREAS, the City Commission by Motion adopted on September 21, 2021, has authorized the execution of this Sixth Amendment to the Revocable License by the proper City officials.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Sixth Amendment to the Revocable License, and other good and valuable conditions, the receipt and adequacy of which are hereby acknowledged, the parties agree to amend the Revocable License as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby ratified, confirmed and incorporated herein.

2. Section 2, entitled *Defined Terms* is hereby amended to read as follows:

2. **Defined Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise:

. . .

License Area(s) means those areas shown in the attached Composite Exhibits A-1 through A-11 as set forth in that Permit and License Agreement (Revocable License) dated July 2, 2011, and Exhibits A-12 and A-13 as set forth in the First Addendum to Revocable License, dated August 21, 2012 and Exhibits A-14, A-15 & A-16, as set forth in this Second Amendment to Permit and License Agreement (Revocable License) dated January 7, 2014, all where Project Improvements will be constructed, installed, operated, repaired, replaced, from time to time and maintained. The areas shown within the License Areas identified as in the Third Amendment as Composite Exhibits A-1 through A-17 are within City owned real property or upon public rights-of-way within the CITY's jurisdiction under the Florida Transportation Code. The area shown within License Area A-20 in the Fourth Amendment to the Revocable License (East Sunrise Boulevard, South side, approximately 750 feet East of Bayview Drive) is within the roadway jurisdiction of the State of Florida Department of Transportation and therefore does not require the issuance of Engineering Permits by the City of Fort Lauderdale. Composite Exhibit A-20 is being presented herein for information purposes only. The areas shown within the License Area identified in the Fifth Amendment as Composite Exhibit A-21 are within CITY owned real property or upon public rights-of-way within the CITY's jurisdiction under the Florida Transportation Code. The area shown within the License Area identified in this Sixth Amendment as Composite Exhibit A-18 is within CITY owned real property or upon public rights-of-way within the CITY's jurisdiction under the Florida Transportation Code.

3. Section 4, entitled License Areas; General Locations, is amended to relocate License Area A-18 B-Cycle Station as more particularly set forth below and as attached hereto:

4. **Project Site Plan Approval Process.** The License Areas are generally located as set forth in the following Composite Exhibits:

- A-1 Seventeenth Street Causeway - West Underdeck
- A-2 Galt Ocean Mile - Beach Community Center
- A-3 S.E. Fifth Street adjacent to D.C Alexander Park
- A-4 Earl Lifshey Ocean Park
- A-5 Esplanade Park (Alternate "A")
- A-6 George English Park
- A-7 Art Serve Library at Holiday Park
- A-8 Las Olas Marina
- A-9 CRA Property abutting Las Olas Circle & East Las Olas Blvd. (Option #1)
- A-10 Sebastian Street Parking Lot
- A-11 Willingham Park

- A-12 Expanded Sebastian Street Parking Lot
- A-13 Expanded Willingham Park
- A-14 Fort Lauderdale Beach South (640 Seabreeze Boulevard)
- A-15 Oceanside Parking Lot
- A-16 Northwest Quadrant of the intersection of Bayshore Drive and State Road A-1-A
- A-17 D.C. Alexander Park on S.E. 5th Street
- A-18 East Las Olas Boulevard & S.E. 10th ~~Terrace~~ 9th Avenue
- A-19 Fort Lauderdale Beach Park (f/k/a South Beach Municipal Parking Lot)
- A-20 E. Sunrise Boulevard, South side approximately 750 feet South of Bayview Drive.
- A-21 South Beach Lot #2 (f/k/a South Beach Municipal Parking Lot) approximately 50 feet East from the North point of the B-Ocean (f/k/a Yankee Clipper) property, located on the North side of the parking lot wall.

N.B.#1 The location of A-20 is within the State of Florida, Department of Transportation ("FDOT") roadway jurisdiction. Accordingly, A-20 is not subject to City of Fort Lauderdale Engineering Permits. Permitting for A-20 is the responsibility of FDOT."

N.B.#2 As a condition of A-21, South Beach Lot #2, all bikes shall be removed from the station during special outdoor events in the area. Special outdoor events in the area refer to every event approved by the City Commission in the vicinity of South Beach Lot #2 and Fort Lauderdale Beach Park Area. Special outdoor events subject to this condition shall also include events approved by the Director of Parks and Recreation or his/her designee. Such events include, but are not limited to:

- Outdoor concerts
- Athletic events
- January – Swatch Volleyball
- February – Pride Fort Lauderdale
- March – Fort Lauderdale Aids Walk & Music Festival
- April – Tortuga Festival; Easter Sunrise Service
- May – EVP Volleyball; Lauderdale Air Show
- July – July 4th on the beach; Dig the Beach Volleyball
- November – Fort Lauderdale Boat Show
- December – Rip Tide Music Festival

4. It is acknowledged that B-Cycle is relocating the existing B-Cycle Sharing Station located East Las Olas Boulevard and S.E. 10th Terrace strictly on its own volition

to a new location at the northwest corner of East Las Olas Boulevard and S.E. 9th Avenue, which is in close proximity to existing City-owned utilities. B-Cycle hereby acknowledges that the CITY will need to periodically maintain, repair or replace utilities in this area and that B-Cycle's property may be damaged or destroyed by excavation, boring operations, forces generated by equipment and vehicles, other construction activities, and any other acts by the CITY or its contractors associated with the maintenance, repair, or replacement of City-owned utilities. Accordingly, B-Cycle assumes all associated risks and agrees that the CITY and its contractors shall not be liable for any loss or damages to any property owned by B-Cycle located at East Las Olas Boulevard and S.E. 9th Avenue. The CITY and its contractors shall not be liable for any loss or interruption of B-Cycle service or any claim(s) for damages for any property owned by B-Cycle located at East Las Olas Boulevard and S.E. 9th Avenue.

5. The Effective Date of this Sixth Amendment to the Revocable License shall be the date that the Agreement is fully executed by all of the parties.

6. This Sixth Amendment to the Revocable License shall be recorded by LICENSEE at its sole cost and expense in the Public Records of Broward County, Florida and a copy thereof shall be filed by LICENSEE with the City Clerk's Office and the Contract Administrator.

7. In the event and to the extent of conflict between the terms and conditions of this Sixth Amendment and the terms and conditions of the underlying Revocable License, as previously amended by the previous Amendments and Addendum, then, to the extent of such conflict the terms and conditions of this Sixth Amendment shall supersede and prevail over the terms and conditions of the underlying Revocable License, as previously amended.

8. This Sixth Amendment to the Revocable License may be fully executed in multiple copies by the parties each of which, bearing original signatures, shall have the full force and effect of an original document.

9. The terms and conditions of the Revocable License shall remain in full force and effect, except as specifically amended by the First Addendum, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and this Sixth Amendment.

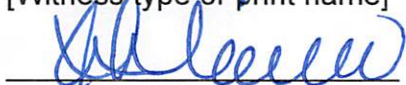
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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:




Scott Wyman
[Witness type or print name]

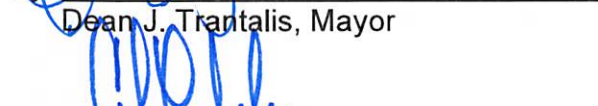


Aimee Hawn
[Witness type or print name]


(CORPORATE SEAL)

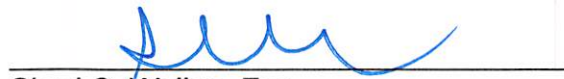
CITY OF FORT LAUDERDALE


By: Dean J. Trantalis, Mayor


By: Christopher J. Lagerbloom, ICMA-CM
City Manager

ATTEST:

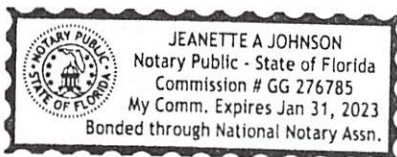

Jeffrey A. Modarelli, City Clerk
David R. Solomon
Approved as to form:



Shari C. Wallen, Esq.
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 28th day of January, 2021 by Dean J. Trantalis, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)




Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

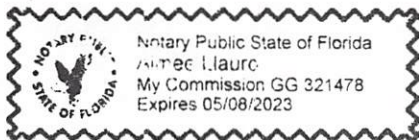
Jeanette A. Johnson
Name of Notary Typed, Printed or Stamped

My Commission Expires: 1/31/23
Commission Number: GG 276785

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 24 day of January, 2021 by **Christopher J. Lagerbloom**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



Aimee Lauric
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Aimee Lauric
Name of Notary Typed, Printed or Stamped

My Commission Expires: _____
Commission Number: _____

LICENSEE:

WITNESSES:

Sean Pederson

Se. Ped

[Witness print or type name]

Brian Conger

Brian Conger

[Witness print or type name]

B-Cycle, LLC, a Delaware Limited Liability Company authorized to do business in the State of Florida

By: [Signature]
Morgan Ramaker, Executive Director

STATE OF Wisconsin
COUNTY OF Jefferson

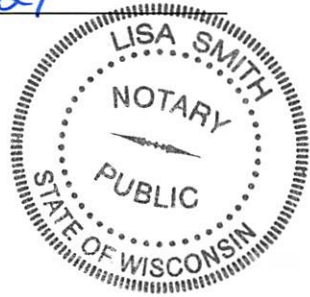
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 6 day of Dec., 2021, by MORGAN RAMAKER, as Executive Director of B-Cycle, LLC, a Delaware Limited Liability Company. They are personally known to me or have produced _____ as identification and did not take an oath.

(SEAL)

[Signature]
Notary Public, State of Wisconsin
(Signature of Notary taking Acknowledgment)

Lisa Smith
Name of Notary Typed, Printed or Stamped

My Commission Expires: 3-19-22
Commission Number: 117229



STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021 by **Christopher J. Lagerbloom**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____
Commission Number: _____



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 1/14/2022

1/13/2022

DOCUMENT TITLE: B-CYCLE, LLC – 6TH AMENDMENT TO PERMIT AND LICENSE AGREEMENT (REVOCABLE LICENSE)

COMM. MTG. DATE: 10/5/2021 CAM #: 21-0780 ITEM #: M-2 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 1/18/22 Shari Wallen SCW/SK
Attorney's Name Initials

2) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 1/18/2022

3) City Manager's Office: CMO LOG #: Jan-31 Document received from: 1-18-22

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith _____ (Initial/Date) PER ACM: G. Chavarria _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☒ Mayor ☐ CCO Date: 1-24-22

4) Mayor/CRA Chairman: Please sign as indicated. Forward 1 originals to CCO for attestation/City seal (as applicable) Date: 1/28/2022

5) City Clerk: Scan original (In Color) and forwards 1 original to: J. Larregui/CAO/Ext. 5106

Returned
2/1/2022

Attach ___ certified Reso # _____ ☐ YES ☒ NO

Original Route form to J. Larregui/CAO