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DOCUMENT ROUTING FORM

NAME OF DOCUMENT: **Resolution to Approve the First Amendment to the Amended and Restated Agreement between the City of Fort Lauderdale and Boys & Girls Club of Broward County for the installation and maintenance of bus benches for advertising.**

Approved Comm. Mtg. on: 12/15/15 CAM #: 15-1573 ITEM #: CR-8

Routing Origin: ☒ CAO Also attached: ☒ copy of CAM ☒ Original Documents

1) **City Attorney's Office:** Approved as to Form # 3 Originals and Delivered to City Manager on _____

Cole Copertino 

2) **City Manager:** Please indicate if item is CIP Funded, sign where indicated, and forward _____ originals to Mayor.

CIP FUNDED ☐ YES ☒ NO
Capital Investment / Community Improvement Projects

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, 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, real.

3) **Mayor:** Please sign as indicated and forward 3 originals to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

4) **City Clerk:** Retains one original and forwards 23 original documents to:

Karen Mendrala, TAM X3798

☒ Original Route form to Karen Mendrala
Meredith, CAO TAM

2016 MAR 11 PM 2:49

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT

THIS IS A FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT,
by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the
State of Florida hereinafter referred to as "City";

and

BOYS & GIRLS CLUB OF BROWARD COUNTY, a non-profit
corporation of the State of Florida, hereinafter referred to as
"Contractor".

WHEREAS, on November 4, 2008, by Motion, the City Commission of the City of Fort Lauderdale, Florida, authorized the proper City officials to enter into the Amended and Restated Agreement, for the installation and maintenance of bus benches for advertising and trash receptacles with sponsorship plaques (hereinafter referred to as "Amended and Restated Agreement").

WHEREAS, the City owns and operates fifteen (15) transit bus shelters, and

WHEREAS, Contractor has agreed to refurbish five (5) city-owned shelters and provide graffiti removal, debris removal, and pressure washing of the fifteen (15) city-owned shelters, at Contractor's sole expense, and

WHEREAS, at the present time, and in response to comments from Las Olas neighborhoods, the Contractor has repaired and refurbished three (3) of the Eight (8) City-owned transit bus shelters at its own cost and expense.

WHEREAS, there are currently 430 bus bench sites throughout the City.

WHEREAS, the Contractor has agreed to make an additional capital investment and install, at its own cost and expense, additional bus benches at locations mutually agreed upon by the City and the Contractor in the amount of no more than twenty-five (25) per quarter.

WHEREAS, the Amended and Restated Agreement provides that the City and Contractor, by mutual agreement, have the ability to renew the Amended and Restated Agreement for two additional five year terms beyond this First Amendment.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, and all other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to as follows:

1. Contractor hereby agrees to refurbish five (5) of the City owned and operated transit bus shelters to be determined by the City no later than ninety (90) days after the full execution of this First Amendment.

2. The Contractor shall continue to conduct graffiti removal, debris removal and power washing, as needed at the fifteen (15) City owned shelters for the duration of this Agreement.

3. The City and Contractor, by mutual agreement, shall identify pedestrian convenience bus bench locations that are no longer mutually beneficial to relocate to Broward County Transit bus stops which currently do not have benches by December 31, 2016. Changes shall be mutually agreed upon but with just cause based on the level of transit ridership at bus stops, availability of right of way, and viability of advertising use. Contractor shall remediate all bus bench sites for which relocation has occurred, at the sole expense of the Contractor. Changes shall be completed within one (1) year of the full execution of this First Amendment.

4. The City and Contractor, by mutual agreement, shall identify additional bus stops where there are currently no amenities. The new locations shall be determined based on the level of transit ridership, and viability of advertising use, and availability of right of way. . All new benches shall be fixed, static metal benches. The contractor shall not be required to install more than twenty-five benches in any quarter. Additional revenue to the City for these benches shall be at a rate of twenty-five (25%) percent of the gross revenue for these new benches.

5. Contractor shall ensure that all bus benches are secured to the ground, where feasible. All benches determined to be feasibly secured shall be secured to the ground within sixty (60) days after full execution of this First Amendment.

6. The following Sections of the Amended and Restated Agreement executed on the 26th day of December 2008 shall apply:

- a. Section 2 Installations shall be amended to include section (h) that if benches are located within an existing sidewalk, a minimum of 48" clear sidewalk shall remain from the face of curb at all times for clearance, and that the bench be set to the rear of the sidewalk. Exceptions will be reviewed by the City with the Contractor on a case by case basis.
- b. Section 4 Bench, Receptacle and Bus Shelter Maintenance shall be amended further clarify that the radii of litter cleanup around the benches and trash cans shall be ten (10') feet.
- c. That all references to the City Manager shall be amended to include "or his designee."
- d. Contractor's capital investment in order to provide the City with the services and infrastructure set forth in Sections 1 above exceed the sum of One Hundred Twenty Five Thousand (\$125,000.00) Dollars.

- e. Pursuant to Section 8 of the Amended and Restated Agreement, the current term of the Amended and Restated Agreement which expires December 31, 2015, is herein renewed for a period of five years, by mutual agreement of the City and Contractor.

7. The Amended and Restated Agreement, as amended hereby, shall remain in full force and effect. In the event there is a conflict between the provisions of this Amendment and the provisions of the Amended and Restated Agreement, the provisions of this Amendment shall prevail.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written.

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.


By 
LEE R. FELDMAN, City Manager

Date: March 17, 2016

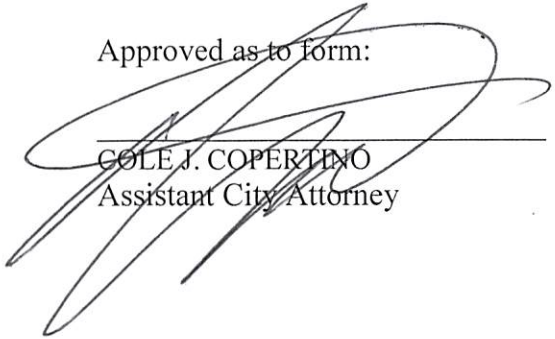
(CORPORATE SEAL)



ATTEST:


JEFFREY A. MODARELLI
City Clerk

Approved as to form:


COLE J. COPERTINO
Assistant City Attorney



CONTRACTOR

WITNESSES:

BOYS & GIRLS CLUB OF BROWARD
COUNTY, INC.

Print Name: KATTIE L. LINES

By: BRIAN QUAIL
PRESIDENT / CEO
Print name and title

Print Name: MATT ORGAN

ATTEST:

By: Brian Quail

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 1 day of March ^{2016 - PM 70} 2014, by BRIAN QUAIL as _____, and _____ as _____ of BOYS & GIRLS CLUB OF BROWARD COUNTY, INC., a non-profit corporation, on behalf of the corporation. They are personally known to me or have produced a driver's license as identification.

Michele Weiser
Notary Public, State of Florida

