

SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT

THIS IS A SECOND AMENDMENT TO THE 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 CLUBS OF BROWARD COUNTY, INC., 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; and

WHEREAS, on December 15, 2015, by Motion, the City Commission of the City of Fort Lauderdale, Florida, authorized the proper City officials to enter into the First Amendment to Amended and Restated Agreement, to add responsibilities concerning refurbishment and maintenance concerning certain city-owned transit bus shelters; and

WHEREAS, in addition to provisions for bus benches and certain transit shelters and related payment obligations, the Contractor is authorized pursuant to the Agreement to install and maintain fifty (50) trash receptacles, and Contractor has made annual payments to City for the permission to install such trash receptacles, but Contractor has not installed such receptacles to date; and

WHEREAS, in accordance with Section 403.7032, Florida Statutes, the State of Florida has an established goal of recycling seventy-five percent (75%) of municipal solid waste by 2020; and

WHEREAS, the City has a substantial need for sustainable waste programs for public spaces, as well as the critical need for educating the community on sustainable practices; and

WHEREAS, the Contractor has launched a new program for the installation of high-quality stainless-steel public space recycle/waste receptacles; and

WHEREAS, Contractor wishes to implement the trash receptacle component of the Agreement with City to provide for the installation of such recycle/waste receptacles, known herein as Superior Public Recycling units ("SRAs"), the specifications of which are attached hereto as Exhibit "C;" and

WHEREAS, this SRA program is consistent with, and in the spirit of, the City of Fort Lauderdale's Sustainability Action Plan (SAP) and the Green Your Routine program, which both promote "green" goals and strategies on how sustainability can be integrated into all levels of the City; and

WHEREAS, the parties wish to extend the Agreement to provide for the program identified herein.

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. Section 1, Purpose and Use, shall be amended to read as follows:

Contractor shall have the non-exclusive right to furnish and maintain benches and trash receptacles with limited advertising for the use of the public under terms and conditions provided herein. All costs associated therewith shall be borne by Contractor, and City shall have no liability for any such costs. The proposed locations shall be public bus stops, shopping centers, business zones, regional activity centers, school bus stops and in other similar areas where they are needed for the accommodation and convenience of the public. All locations, bench and trash receptacle installations shall conform to applicable federal, state, and municipal law, ordinances, and rules and regulations.

2. Section 2(f) of the Amended and Restated Agreement shall be revised to read as follows:

Contractor shall install fifty (50) new Superior Public Recycling units ("SRAs"), also known herein as trash receptacles, according to the specifications set forth in Exhibit "C" incorporated herein, no later than March 31, 2021. New receptacles shall be installed either as replacements for existing receptacles, or at new locations at the discretion of the City Manager, or his designee. Contractor shall ensure that receptacles are secured to the ground. Installations located within an existing sidewalk to provide a minimum of 48" clear sidewalk to remain from the face of curb for clearance. Any changes to the installation specifications must be approved in writing by the City Manager and must be done in accordance with the City Code or Ordinances and any other applicable state or local municipal codes or regulations. Locations of trash receptacles and installation of additional trash receptacles shall be by mutual agreement of Contractor and City Manager, or his designee. Installation of trash receptacles shall comply with all requirements of the Amended and Restated Agreement, as amended. Contractor shall at all times maintain a current list of all installed trash receptacles which list shall be available for review by City.

3. Section 3(b) of the Amended and Restated Agreement shall be revised to read as follows:

All receptacles shall be of uniform style, color and construction as set forth in Exhibit "C." Contractor shall at its sole cost and expense, provide, install and maintain all such receptacles in good and serviceable condition during the term of this Agreement. Each receptacle shall have an identification number, and if installed at a location not involving a bench, Contractor's contact information including telephone number shall be affixed.

4. Section 7 of the Amended and Restated Agreement shall be revised to read as follows:

7. Receptacle Advertising. Contractor may sell advertising pursuant to the same terms and conditions as for benches as set forth in Section 6, except that panels available for City use shall be as specifically provided pursuant to this section. Contractor will make exclusive side panels for use by the City to promote events or other public service announcements of City's choosing and will place such information onto the receptacles at no cost, upon delivery of city posters to Contractor meeting the specifications identified in Exhibit "C." In addition to the annual payment for

receptacles set forth in Section 9(b), Contractor shall also pay to City the same gross receipts annual override payment for receptacle advertising as required for bench advertising as set forth in Section 9(c).

5. The Amended and Restated Agreement is hereby extended and shall expire on December 31, 2025. In accordance with Section 8 of the Amended and Restated Agreement, Contractor and City may by mutual agreement, extend the term of the Agreement.

6. Section 27 of the Amended and Restated Agreement is hereby created to read:

Contractor agrees to coordinate with City Staff as needed to assist in providing street furniture and/or Recycling assets as appropriate, at no cost to City. The current location list is attached as Exhibit "B" and is hereby incorporated herein. Furthermore, contractor will provide additional street furniture amenities if more Trolley Stops are added at a later date. All amenities and locations will be subject to approval by Contractor and City Staff. In addition, where applicable sidewalk or stop locations do not allow for placement of standard advertising benches or recycling units, Contractor will provide non-advertising benches that are an acceptable size to City Staff, for pedestrian use at no cost to City.

7. Section 28 of the Amended and Restated Agreement is hereby created to read:


In the event of a conflict between any provision of this Agreement and the provisions of an Interlocal Agreement between City and Broward County for Community Shuttle Service, each party shall use its best efforts to resolve such conflicts by taking such actions or by entering into such contract amendments by mutual agreement that are necessary and maintain the bus bench and receptacle program as set forth herein. City shall allow contractor reasonable opportunity to work with Broward County as well as City to resolve any such material conflict between such agreements. In the event that a material conflict remains that would result in City's loss of funding from Broward County, City may upon thirty days written notice to Contractor, direct that the Contractor remove such Sun Trolley benches and/ or receptacles that are necessary to be removed to eliminate the material conflict with the applicable County Interlocal Agreement.

8. Except as otherwise amended herein, all terms and conditions set forth in the Amended and Restated Agreement, as amended pursuant to the First Amendment, shall remain in full force and effect. In the event there is a conflict between the provisions of this Second Amendment to the Amended and Restated Agreement and the provisions of the First Amendment or the Amended and Restated Agreement, the provisions of this Second Amendment to the Amended and Restated Agreement shall prevail.

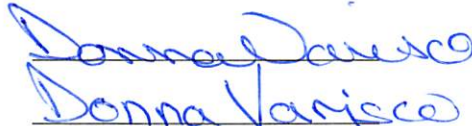
IN WITNESS OF THE FOREGOING, THE PARTIES HAVE SET THEIR HANDS AND SEALS

AS TO CITY:

WITNESSES:



Scott Wyman
PRINT NAME



Donna Varisco
PRINT NAME

(CORPORATE SEAL)

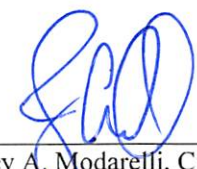


CITY OF FORT LAUDERDALE

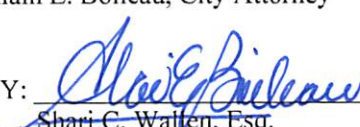

BY: _____
Dean J. Trantalis, Mayor


BY: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

ATTEST:


BY: _____
Jeffrey A. Modarelli, City Clerk

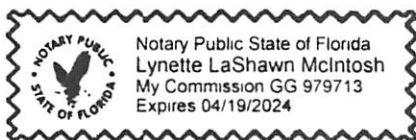
APPROVED AS TO FORM:
Alain E. Boileau, City Attorney


BY: _____
Shari C. Wallen, Esq.
Assistant City Attorney
ALAIN E. BOILEAU

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5th day of November, 2020 by Dean J. Trantalis as Mayor of the City of Fort Lauderdale, a Florida municipal corporation.

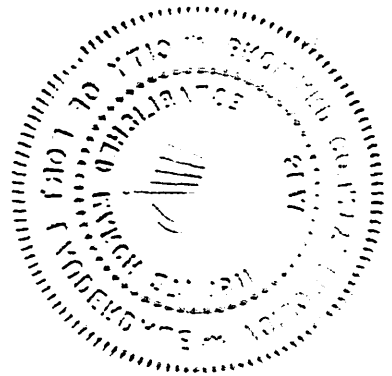
(SEAL)





Signature of Notary Public – State of Florida
Lynette LaShawn McIntosh
Print, Type, or Stamp Commissioned Name of
Notary Public

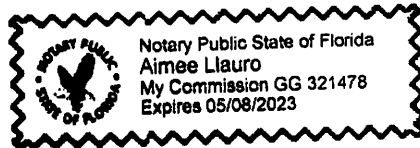
Personally Known ☒ OR Produced Identification ☐



STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of November 2021 by Christopher J. Lagerbloom as City Manager of the City of Fort Lauderdale, a Florida municipal corporation.

(SEAL)



Aimee Llauro
Signature of Notary Public – State of Florida


Aimee Llauro
Print, Type, or Stamp Commissioned Name of
Notary Public

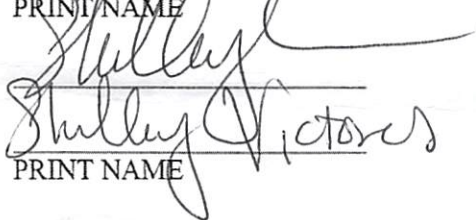
Personally Known ☒ OR Produced Identification ☐

SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND THE BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC.

AS TO CONTRACTOR

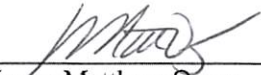
WITNESSES:



Ian Pereira
PRINT NAME


Shelly Victor
PRINT NAME

BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC.

BY: 

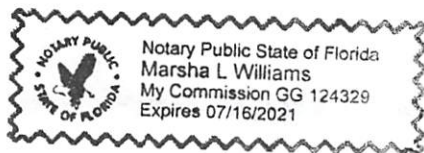
Print Name: Matthew Organ
Title: Co-CEO

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 30 day of September, 2020 by Matthew Organ as Co-CEO of the Boys & Girls Clubs of Broward County, Inc., a Florida not for profit corporation.

(SEAL)





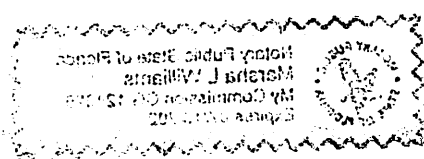
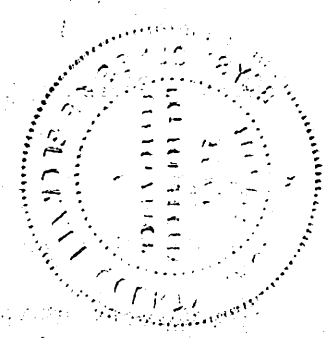
Signature of Notary Public – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☒ OR Produced Identification _____

STATE OF NEW YORK
IN SENATE
January 15, 1902

REPORT
OF THE
COMMISSIONER OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 1, 1899





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

300
11/6/2020

Today's Date: 11/2/20

DOCUMENT TITLE: SECOND AMENDMENT TO THE AMENDED AND RESTATED
AGREEMENT (BETWEEN CFL AND BOYS & GIRLS CLUB OF BROWARD COUNTY, INC.)

COMM. MTG. DATE: 9/15/2020 CAM #: 20-0529 ITEM #: CR-8 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Jolene C./5035 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: 3

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

Date to CCO: _____
Shari C. Wallen
Attorney's Name

[Signature]
Initials

2) City Clerk's Office: # of originals: 3 Routed to: Donna V./Aimee L./CMO Date: 11/3/2020

3) City Manager's Office: CMO LOG #: Nov 3 Document received from: _____

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 3 originals to ☒ Mayor ☐ CCO Date: 11-5-2020

4) Mayor/CRA Chairman: Please sign as indicated. Forward 3 originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Forward 3 originals to CAO for FINAL APPROVAL Date: _____

6) CAO forwards 3 originals to CCO Date: _____

7) City Clerk: Scan original and forwards 3 originals to: Jennifer L./CAO

Attach ___ certified Reso # _____ ☐ YES ☒ NO Original Route form to Jennifer L./CAO