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AMENDMENT #1

**AMENDMENT TO AGREEMENT BETWEEN
CITY OF HALLANDALE BEACH
AND
MARTIN-GOLD COAST, LLC
FOR
STREET FURNITURE ADVERTISING**

This Amendment to the Street Furniture Advertising Agreement (the "Agreement") is made and entered into by and between the CITY OF HALLANDALE BEACH, hereinafter referred to as "City," and MARTIN-GOLD COAST, LLC, hereinafter referred to as "Contractor".

WHEREAS, on November 24, 2010, the City and Contractor entered into the Agreement street furniture advertising; and

WHEREAS, on August 29, 2017 at the City Budget Workshop, City Commission was presented Summer Study 17-006 - Chamber of Commerce Street Furniture Advertising Agreement, and City Commission approved via motion the recommendation of the summer study; and

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein the parties agree as follows:

1. The Agreement is hereby amended to incorporate the following:

- a. The City shall pre-approve the first renewal of the contract for an additional five years, from October 1, 2020 to September 30, 2025.
- b. Contractor shall replace the existing integrated bench/planter units throughout the City. Contractor shall install new units at no cost to the City. New benches will be installed within 90 days of Contractor receipt of materials. At any time, if the City deems necessary, City may request Contractor to provide trash receptacle(s) at street furniture locations. (See attached Exhibit C)
- c. Article 2.4 of the Agreement is hereby deleted in its entirety. The City and Contractor shall enter into a separate maintenance agreement for non-advertising shelters and benches.
- d. Article 2.12 of the Agreement is amended to read as follows:

At all times, CONTRACTOR shall maintain the units in a safe condition and shall make regular inspection at least three (3) times per week to ascertain that all units are safe and in good condition. CONTRACTOR shall maintain each unit in a good state of repair and appearance, and shall keep the surrounding area free of debris, high grass, weeds, and other rubbish. CONTRACTOR shall be responsible for cleaning, disposal of trash, and maintaining all street furniture locations as much as necessary, up to five (5) times per week. Increase or decrease in frequency can be requested by the City at any time. CONTRACTOR has seventy-two hours (72) hours to

52 *inspect, repair, and make safe any faulty unit that is reported or discovered*
53 *during regular inspection. CONTRACTOR shall provide quarterly*
54 *maintenance reports to the CITY's Project Manager to include repair,*
55 *maintenance and installation activities occurring during that quarter.*

56 e. Article 6.1 of the Agreement is amended to read as follows:

57
58 *CONTRACTOR shall pay the CITY a fixed, per unit per year fee of: three*
59 *hundred and fifty (\$350) dollars per advertising bench and eight hundred and*
60 *fifty (\$850) dollars per advertising shelter, or five (5%) percent of the gross*
61 *advertising revenue, whichever is greater. These annual amounts are to be*
62 *paid to the CITY monthly on a prorated basis. Any reduction in the amount of*
63 *units installed will result in a corresponding reduction in fees paid to the City.*
64 *CONTRACTOR.*

66 f. Article 8.5 of the Agreement is amended to read as follows:

67
68 *Neither CONTRACTOR nor CITY intends to directly or substantially benefit a*
69 *third party by this Agreement. Therefore, the parties agree that there are no*
70 *third party beneficiaries to this Agreement and that no third party shall be*
71 *entitled to assert a right or claim against either of them based upon this*
72 *Agreement.*

- 73
74 2. The provisions of the Agreement being modified and any attachments thereto in
75 conflict with this Amendment #1 shall be and are hereby amended to conform with
76 this Amendment # 1, effective as of the date of the last execution of this Amendment
77 #1 by both parties.
78
79 3. All provisions of the Agreement not in conflict with this Amendment #1 remain in full
80 force and effect, and are to be performed at the level specified in the Agreement.
81
82 4. This Amendment #1 shall be effective upon the date it is executed by the City
83 ("Effective Date").

84 IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS
85 DOCUMENT AS THE DATES SET OUT BELOW.

86
87 (Signatures appear on the following page.)
88

WITNESSES:

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