

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

MARTIN-GOLD COAST, LLC

for

STREET FURNITURE ADVERTISING AGREEMENT

This is an Agreement, made and entered into by and between the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation, 400 S. Federal Highway, Hallandale Beach, FL 33009 and MARTIN-GOLD COAST, LLC a Florida limited liability company, hereinafter referred to as ("CONTRACTOR"). CONTRACTOR maintains an office of business at 151 NE 166th Street, Miami FL 33162.

WHEREAS, the CITY has control of and or owns or has the right to use various and numerous locations in its Municipal boundaries for the convenience of its citizens as locations for transit stops, where it is desirable to place additional street furniture for the convenience of the public; and

WHEREAS, the placement of street furniture as defined by Florida Statute 337.408, including but not limited to bus shelters, bus benches, and recycling kiosks, is a public utility and convenience, and, as such, fulfills a collateral public transportation need; and

WHEREAS, CONTRACTOR is the current bus bench provider in the CITY, and whereas Florida State Statute 337.408 allows the CITY to negotiate and enter into this agreement with CONTRACTOR;

WHEREAS, this Agreement upon approval and execution will terminate the Perpetual Bench Agreement between the Chamber of Commerce (Chamber) and the CITY relating to bus benches, and supersede and replace that certain Agreement between the Chamber and Martin-Gold Coast, LLC and the Chamber's rights to any further payments thereunder are set forth in this Agreement.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and

CONTRACTOR agree as follows:

ARTICLE 1

TERM

1.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on September 30, 2020; unless otherwise extended under the terms hereof; provided, however, as it relates to the CITY's obligation to make payments to the CONTRACTOR under Article 2, Item # 4, in any given year, then the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

1.2 CONTRACTOR and CITY agree that this Agreement is automatically renewed for two five (5) year renewals subject to mutual agreement on financial and all other material terms and provided the CONTRACTOR is in good standing and is in compliance with all material terms of this Agreement.

ARTICLE 2

SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

1. The CITY hereby grants the CONTRACTOR the right to erect, place, maintain, and install City approved street furniture units at certain official Broward County bus stop locations, as well as any other City approved local transit stops, and other locations as approved by the CITY. A list detailing all street furniture and their location shall be provided by the CONTRACTOR on a yearly basis to CITY. Said list shall identify each location, whether that location is a transit stop or not, and the number and types of street furniture at the location. Street furniture units shall be located in the public right-away and as close and convenient as practical to the transit stop, unless the street

furniture location has been approved by the CITY as a convenience stop location.

2. Upon execution of this Agreement, CONTRACTOR shall assume the ownership and full responsibility of all CITY owned bus shelters currently installed within the City at the time of execution of this Agreement. As the owner, CONTRACTOR is required to maintain, replace, repair, and keep said shelters in good repair and condition. Furthermore, CONTRACTOR is required to retrofit all bus shelters to include solar lighting within one year of execution of this Agreement. CONTRACTOR shall purchase CITY owned bus shelter units for all future installations and replacements of bus shelters, so long as there are bus shelters in the CITY's possession. CONTRACTOR shall pay the CITY three thousand two hundred and fifty dollars (\$3,250) per bus shelter unit. Upon the depletion of the in-stock CITY bus shelters, CONTRACTOR shall purchase shelters and other associated materials as approved by the CITY, as needed for replacement of shelters.
3. All costs and expenses associated with the installation, removal, replacement, repair, maintenance, and general overall appearance including labor and materials, of all street furniture pursuant to this Agreement shall be borne solely by CONTRACTOR.
4. At City's request, CONTRACTOR agrees to maintain City's federally funded, nonadvertising shelters and/or non advertising benches, locations of which are identified in attached Exhibit A, on a monthly basis at a rate of \$15.75 per month, per location and which amount shall be paid monthly in arrears by CITY to CONTRACTOR. Maintenance will be provided upon CITY'S written notice to commence and will continue month to month until City requests suspension of such service in writing.
5. All new street furniture units shall be installed and substantially completed with replacing

outdated bus benches and bus shelters, as well as installing recycling kiosks within twelve (12) months of entering into this Agreement, unless otherwise extended by the City or as Act of God occurs causing an unforeseen delay or the City is unable to issue the required permits. All benches on the main thoroughfares to include Hallandale Beach Boulevard, Federal Highway and South Ocean Drive shall be replaced within one hundred and twenty (120) days of the execution of the Agreement, unless otherwise extended by the CITY based upon CONTRACTOR's good faith performance. All benches currently in place are considered outdated benches and shall be replaced within the above replacement schedule and locations as set forth in Exhibit B. All benches shall be installed parallel to the roadway unless otherwise approved by the CITY. CONTRACTOR shall install bus shelters at transit locations that can accommodate bus shelter size requirements. In the event that there is insufficient space to accommodate a bus shelter, CONTRACTOR shall install a recycling kiosk bench. All shelters removed by CITY's former bus shelter vendor, Clear Channel Outdoor, Inc, as a result of termination of City's Agreement with Clear Channel Outdoor, Inc, shall be replaced within one hundred and twenty (120) days of the termination of said Agreement, unless otherwise extended by the CITY based upon CONTRACTOR's good faith performance. In the event Clear Channel abandons their installed bus shelter unit as a result of the termination of that Agreement, CONTRACTOR shall remove and replace said bus shelters at CONTRACTOR'S expense.

6. All categories of street furniture installed shall be uniform in each respective category throughout the City unless otherwise agreed upon by the CITY. The style of said street furniture shall be selected by the CITY.

7. Installation of the street furniture units shall comply with all Federal, State, and Local rules

and regulations; this shall include compliance with the Americans with Disabilities Act and applicable Florida Department of Transportation (FDOT) regulations.

8. CONTRACTOR shall install, maintain, and keep in good repair any and all such units that are placed in the CITY. Vandalized or otherwise damaged shelters shall be replaced or repaired within seventy-two (72) hours.

9. Installation/replacement of bus shelters shall include the removal/demolition of shelters and slabs, if applicable, installation of slab and shelter, installation of solar lighting, installation of brick pavers, sod, trash receptacles, and plant material. A trash receptacle shall be placed at all bus shelter and bus bench locations.

10. CITY agrees to issue a Master Permit for all bus shelters including bus benches and any other appurtenances that are part of the installations covered by this Agreement. CONTRACTOR shall apply and pay for said permit. All CITY inspections of said installations shall be scheduled by CONTRACTOR for each shelter and be required to meet City Code and/or other applicable laws.

11. Within sixty (60) days of the execution of this Agreement, CITY and CONTRACTOR shall jointly inspect all existing shelters for electrical and structural conditions. All such inspections shall be coordinated with the City's Building Official. Any shelter that requires structural corrections or any other type of repairs, CONTRACTOR shall repair as per the repair terms of this Agreement. Any shelter that requires electrical update shall be retrofitted with solar lighting by CONTRACTOR.

12. At all times, CONTRACTOR shall maintain the units in a safe condition and shall make regular inspections 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, and maintaining trash receptacles and recycling kiosks at least three (3) times per week. CONTRACTOR has seventy-two (72) hours to inspect, repair, and make safe any faulty unit that is reported or discovered during regular inspection. CONTRACTOR shall provide quarterly maintenance reports to the CITY's Project Manager to include repair, maintenance, and installation activities occurring during that quarter.

13. CONTRACTOR shall use good faith efforts to remove debris in an area ten (10) feet from each side of the shelter.

14. CONTRACTOR agrees to provide, at no cost to the CITY, five percent (5%) of the total number of sellable units to the CITY to be used to display messages of civic interest, as approved by the CITY. At the option of the CITY, available units for advertisement, shall contain the City logo along with contact information of CONTRACTOR.

15. CITY shall have the right to request removal and/or the relocation of a unit if the continued maintenance at the location concerned, will obstruct traffic or create a hazard to the public safety, welfare or convenience.

16. CONTRACTOR shall have the exclusive right to sell permitted advertising on benches, shelters, recycling kiosks, and any other transit street furniture or outdoor advertising medium, as defined in Florida State Statute 337.408 within CITY right-of-way, developed during the term of this Agreement and all revenues derived for any and all such sales shall belong exclusively to Contractor, except as provided for in Article 6. No advertisements on any unit installed as a result of this agreement shall display the words, "STOP", "DANGER", or any word, phrase, symbol, or character calculated to interfere with, mislead or distract traffic. CONTRACTOR also agrees not to

advertise any political advertisements for any local, state, or national candidates; FURTHERMORE, CONTRACTOR agrees to have no advertisements on any unit that would be considered obscene or lascivious. These advertisements are to include, but not be limited to the following: pornographic material or establishments, tobacco, firearms, pain clinics.

17. Unless otherwise agreed to by CITY, CONTRACTOR shall only install one street furniture unit at each transit stop or other location as approved by the CITY.

18. CONTRACTOR shall remove all CONTRACTOR owned street furniture at the conclusion of the term of this Agreement, in the event that the Agreement is not extended and if CONTRACTOR fails to remove said street furniture, within sixty (60) days of the date if the expiration of the Agreement the CITY shall have the right to accomplish said removal, with CONTRACTOR indemnifying the CITY and agreeing to reimburse CITY for all costs incurred for the removal.

19. In the event of a relocation or deletion of a transit stop or other transportation system designation, street design or right-of-way changes, CONTRACTOR shall remove and/or relocate, as applicable, said street furniture within thirty (30) days unless otherwise approved by the CITY for the street furniture to remain at that location. The expense in connection with relocation or removal shall be borne by the CONTRACTOR.

ARTICLE 3

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees, to the extent caused by the

professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

ARTICLE 4

PERSONNEL

4.1 Competence of Staff. In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

ARTICLE 5

INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of, and in full compliance with the contract, insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the CONTRACTOR, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR's price.

5.1. MINIMUM SCOPE OF INSURANCE

A. Commercial General Liability, including:

1. Premises and Operations.
 2. Products and Completed Operations.
 3. Blanket Contractual Liability,
 4. Independent CONTRACTORS.
 5. Broad Form Property Damage.
 6. Personal Injury Liability.
 7. Incidental Medical Malpractice.
 8. Fire Legal Liability
- B. Auto Liability Insurance
- C. Workers' Compensation Insurance.
- D. Employer's Liability Insurance.

5.2. **MINIMUM LIMITS OF INSURANCE**

A. Commercial General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

B. Auto Liability

\$1,000,000 combined single limit per occurrence for the bodily injury and property damage arising from the operations of all owned, nonowned and hired automobiles.

C. Workers' Compensation:

Workers' Compensation Insurance as required by the State of Florida. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

D. Employer's Liability:

\$100,000 limit per occurrence,

\$500,000 annual aggregate for disease,

\$100,000 limit for disease of an individual employee.

5.3 **DEDUCTIBLES AND SELF-RETENTIONS**

A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the CITY.

B. Retention Levels:

The CITY has the option to reduce or eliminate any deductible or self-insured retention maintained by the CONTRACTOR.

5.4 **POLICY PROVISIONS**

The policies shall contain the following provisions:

A. Additional Insured Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the CITY of Hallandale. There are not to be any special limitations on the protection being provided to the CITY, its officials, officers, employees or volunteers.

B. CONTRACTOR's Insurance is Primary:

The CONTRACTOR's insurance coverages shall be primary insurance with respect to the CITY's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONTRACTOR's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The CONTRACTOR's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

E. 30 Days Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the CITY.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the CONTRACTOR's insurance company. If no such definition of the insured is quoted in the insurance, the CONTRACTOR must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

5.5. **ACCEPTABILITY OF INSURANCE COMPANY**

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies and bonds herein required of the CONTRACTOR shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

5.6 **VERIFICATION OF COVERAGE**

A. Certificates and Endorsements Provided:

The CONTRACTOR shall furnish the CITY with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

5.7 **COVERAGE CONTINUATION:**

Insurance coverage required in these specifications shall be in force throughout the contract. Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the CITY shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the CONTRACTOR and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the

CONTRACTOR and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the CITY, the CONTRACTOR shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

5.8 **SUBCONTRACTORS' INSURANCE REQUIREMENTS:**

CONTRACTOR shall include all subcontractors as its insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverage. All coverages for subcontractors shall be subject to all the requirements stated herein.

ARTICLE 6

COMPENSATION

6.1 CONTRACTOR shall pay the CITY a fixed, per unit per year fee of: three hundred and three (\$303) dollars per advertising bench, eight hundred and fifty (\$850) dollars per advertising shelter, three hundred and thirty three (\$333) dollars per advertising recycling kiosk or five (5%) percent of the gross advertising revenue, whichever is greater. These annual amounts are to be paid to the CITY monthly on a prorated basis. Any reduction in the amount of units installed will result in a corresponding reduction of fees paid to the CITY. CONTRACTOR guarantees minimum yearly revenue to CITY of Fifty-Thousand dollars (\$50,000) provided the CITY agrees to the placement of a number of street furniture units that will generate said amount of revenue.

6.1.2 Within thirty (30) days at the end of each Contract Year, CONTRACTOR shall calculate the gross revenue it generated from all street furniture within the CITY. CONTRACTOR shall pay the CITY the amount, if any, by which the five (5%) percent gross revenue exceeds the sum of the

payments previously paid for the Contract Year. Said additional payments shall be made within thirty (30) days of the end of the Contract Year.

6.2 All payments shall be promptly submitted to the City of Hallandale Beach, Finance Director. Any unpaid balance of fees not paid within 30 days of due payment, shall bear an interest charge of eight (8%) percent per annum until paid.

6.3 **METHOD OF BILLING AND PAYMENT**

6.3.1 Any and all payment to the CITY shall be made payable to the following address:

CITY OF HALLANDALE BEACH
Attn: Finance Director
400 S. Federal Highway
Hallandale Beach, FL 33009

6.3.2 Any and all invoicing to the CITY shall be directed to the City's Project Manager:

Utilities and Engineering
630 NW 2 Street
Hallandale Beach, Florida 33009
954-457-1623

6.4 Payment shall be made to CONTRACTOR at:

MARTIN-GOLD COAST, LLC
Attn: Scott Martin
151 NE 166 Street
Miami, FL 33162

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party

identifying the breach and the parties agree that a breach has occurred. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all inventory, reports, photographs, surveys, and other data and documents provided or created in connection with the location, maintenance and replacement of said shelters pursuant to this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

Only in the event either party fails to timely pay any amount due to the other party hereunder, and/or either party fails to provide documentation of all charges for payments made by one party to the other, then the other party shall have the right to audit the books, records, and accounts of the other party that are related to this Project. CONTRACTOR and CITY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All respective books, records, and accounts of CITY and CONTRACTOR shall respectively be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR and/or CITY as applicable, shall make same available at no cost to the other party in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and

accounts which is a material discrepancy and which cannot be rectified by the CONTRACTOR within thirty (30) days shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

8.3 **PUBLIC ENTITY CRIME ACT**

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act

defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.4 **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 **THIRD PARTY BENEFICIARIES**

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement. Provided however, the parties acknowledge that the CITY intends to pay the Hallandale Beach Area Chamber of Commerce (hereinafter "CHAMBER") from revenues paid annually by CONTRACTOR to CITY in an amount up to \$50,000.00 in the CITY's discretion and provided that the CHAMBER shall work with local businesses and adjacent property owners to obtain any necessary easements for the placement of bus shelters and otherwise cooperate with the CITY and CONTRACTOR in implementing this program.

8.6 **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by

commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:
City Manager
400 S. Federal Highway
Hallandale Beach, Florida 33009
954-457-1300

WITH COPY TO, CITY PROJECT MANAGER:
Utilities and Engineering
630 NW 2 Street
Hallandale Beach, Florida 33009
954-457-1623

FOR CONTRACTOR:
Scott Martin, Vice President MGC
151 NE 166th Street
Miami, Florida 33162
(954) 655-0822

WITH COPY TO:
Alan B. Koslow, Esquire
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312
(954) 985-4169

8.7 **ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.8 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.9 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro

quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.10 **COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 **PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 **JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits and whereas clauses are hereby incorporated into and made a part of this Agreement.

8.18 **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.19 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[EXECUTION ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on 3rd, day of November, 2010, signing by and through its City Manager, duly authorized to execute same, MARTIN-GOLD COAST, LLC signing by and through its Vice President, Scott Martin, duly authorized to execute same, and the HALLANDALE BEACH AREA CHAMBER OF COMMERCE, Consenting and agreeing to through its President, Anthony Adelson, duly authorized to execute same:


CITY

ATTEST:

CITY OF HALLANDALE BEACH



CITY CLERK

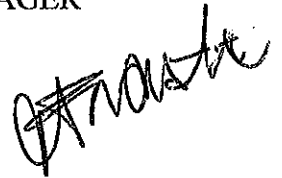
By 

Mark Antonio, CITY MANAGER


Approved as to legal sufficiency and form by
CITY ATTORNEY



David Jove, CITY ATTORNEY



Approved for insurance documentation:
Risk Management Division



Jim Buschman, Risk Manager

[EXECUTION CONTINUED ON NEXT PAGE]

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONTRACTOR

ATTEST:

Martin- Gold Coast, LLC

JCE
(Secretary)

By *[Signature]*
Scott Martin, Vice President

(Corporate Seal)

Thomas Comeau, Sec
(Type Name and Title Signed Above)

24 Day of Nov, 2010

(If not incorporated sign below).

CONTRACTOR

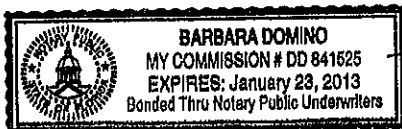
WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

Barbara Domino
(PRINT NAME)

NOTARY SEAL




[Signature]

[EXECUTION CONTINUED ON NEXT PAGE]

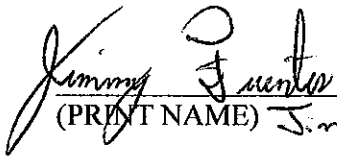
AGREED TO AND CONSENTED BY THE HALLANDALE BEACH AREA CHAMBER OF COMMERCE:

Beach
HALLANDALE BEACH AREA CHAMBER OF COMMERCE

By 
Anthony Adelson, PRESIDENT

WITNESSES: 


(PRINT NAME)


(PRINT NAME) Jimmy Fuentes

NOTARY SEAL

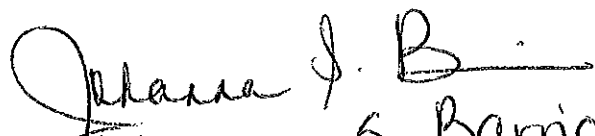

Johanna S. Barrios



EXHIBIT A

Non-advertising ARRA (Federally Funded Shelters)

Stop ID	Main Street	Cross Street
52	Hallandale Beach (2500 Block) (East bound - East of 3 Islands Blvd.	3 Islands Boulevard
80	NE 14 Avenue (Diplomat Mall)	Hallandale Beach Blvd.
383	SW 3 Street HACC (Hallandale Adult Comm. Center)	SW 11 Avenue
1570	Hallandale Beach Blvd. (Promenade Shopping Center)	US 1
3357	US1 - south of Hallandale Beach Blvd. (Promenade Shopping Center)	Hallandale Beach Blvd.
3952	SW 8 th Avenue (Seven Eleven) [SE corner with Hallandale Beach Blvd.]	Hallandale Beach Blvd.

*No street furniture units will be placed at Super Stop located on the East Side of Federal Highway South of Hallandale Beach Boulevard in front of Gulfstream Race Track.

Current Bus Benches and Bus Shelters

US 1 (West Side)		Type	# of benches	# of Shelters
1	Bus Stop	150 ft S/O Pembroke Rd	1 Bench/1 Shelter	1
2	No Bus Stop	25 ft N/O NE 9th St	2 Benches	0
3	Bus Stop	75 ft S/O NE 9th St	1 Bench	0
4	Bus Stop	25 ft N/O NE 6th St	2 Benches	0
5	Bus Stop	20 ft S/O NE 4th St	2 Benches	0
6	Bus Stop	50 ft S/O NE 1st St	2 Benches/1 shelter	1
7	Bus Stop	150 ft S/O Hallandale Bch. Blvd.	2 Benches	0
8	Bus Stop	75 ft N/O SE 3rd St	1 Bench	0
9	Bus Stop	150 ft S/O SE 3rd St	2 Benches/1 shelter	1
10	No Bus Stop	25 ft N/O SE 5th St	1 Bench	0
11	Bus Stop	50 ft N/O SE 7th St	2 Benches/1 Shelter	1
12	Bus Stop	150 ft N/O County Line Rd	2 Benches/1 Shelter	1
US 1 (East Side)				
13	Bus Stop	75 ft S/O Hallandale Bch. Blvd.	2 Benches/1 Shelter	0
14	No Bus Stop	75 ft S/O Hallandale Bch. Blvd.	2 Benches	0
15	Bus Stop	25 ft N/O NE 1st St	2 Benches	0
16	Bus Stop	25 ft N/O NE 2nd St	1 Bench	0
17	Bus Stop	50 ft N/O NE 3rd St	1 Bench	0
18	Bus Stop	50 ft N/O NE 3rd St	1 Bench	0
19	Bus Stop	NE 4th Court	1 Bench	0
20	Bus Stop	NE 7th St	2 Benches	0
21	Bus Stop	100 ft S/O NE 9th St	No Bench	0
22	Bus Stop	25 ft N/O NE 9th St	1 Bench/1 Shelter	1
23	Bus Stop	200 ft N/O SE 9th St	2 Benches	0
24	Bus Stop	150 ft SE 7th St	2 Benches	0
25	No Bus Stop	200 ft S/O SE 3rd St	2 Benches	0
26	Bus Stop	Gulfstream	Super Stop	0
Hallandale Bch. Blvd. (South Side/West of US 1)				
27	Bus Stop	100 ft W/O SW 10th Terr	City Bench	0

Current Bus Benches and Bus Shelters

28	Bus Stop	100 ft E/O SW 8th Ave	City Bench			0
29	Bus Stop	200 ft E/O SW 7th Ave	City Bench		1	0
30	Bus Stop	50 ft W/O SW 5th Ave	1 Shelter		0	1
31	Bus Stop	20 ft W/O SW 4th Ave	City Bench		1	0
32	Bus Stop	25 ft E/O SW 2nd Ave	City Bench		1	0
33	Bus Stop	50 ft E/O SE 1st Ave	City Bench		1	0
34	Bus Stop	75 ft W/O SE 3rd Ave	standing only		0	0
35	Bus Stop	25 ft W/O SE 4th Ave	1 Shelter		0	1
Hallandale Bch Blvd (South Side - East of US 1)						
36	Bus Stop	25 ft E/O US	Shelter (0)		0	0
37	Bus Stop	25 ft E/O SE 8th Ave	City Bench		1	0
38	Bus Stop	75 ft E/O Gulfstream Entrance	City Bench		1	0
39	Bus Stop	SE 12th Ave	1 Shelter		0	1
40	Bus Stop	100 ft E/O SE 14th Ave	1 Shelter		0	1
41	Bus Stop	200 ft E/O SE 16th Ave	City Bench		1	0
42	Bus Stop	50 ft W/O Layne	1 Shelter		0	1
43	Bus Stop	75 ft W/O Golden Isles	1 Shelter		0	1
44	Bus Stop	75 ft E/O Diplomat	1 Shelter		0	1
45	No Bus Stop	150 ft E/O Three Islands	City Bench		1	0
Hallandale Bch Blvd (North Side - West of US 1)						
46	Bus Stop	150 ft W/O US 1	City Bench		1	0
47	Bus Stop	NE 3rd Ave	City Bench		1	0
48	Bus Stop	NE 2nd Ave	standing only		0	0
49	Bus Stop	75 ft W/O Dixie	City Bench		1	0
50	Bus Stop	10 ft E/O NW 2nd Ave	City Bench		1	0
51	Bus Stop	NW 4th Ave	Standing Only		0	0
52	Bus Stop	100 ft W/O NW 6th Ave	1 Shelter		0	1
53	No Bus Stop	100 ft W/O NW 7th Ave	City Bench		1	0
54	Bus Stop / Mini	200 ft W/O NW 8th Ave	City Bench		1	0
55	Bus Stop	200 ft E/O Ansin Blvd	City Bench		1	0

Current Bus Benches and Bus Shelters

EXHIBIT B

56	Hilandale Bch Blvd (North Side) (East of US 1)						
56	Bus Stop	2501 E/O Three Sides	City Bench				
57	Bus Stop	50 ft W/O Three Island	1 Shelter		0		1
58	Bus Stop	25 ft E/O GI (Diplomat Mall)	1 Shelter		0		1
59	Bus Stop	25 ft E/O Layne (Diplomat Mall)	1 Shelter		0		1
60	No Bus Stop	50 ft W/O Layne (Diplomat Mall)	City Bench		1		0
61	Bus Stop	Diplomat Mall B/T 14th Layne	1 Shelter		0		1
62	Bus Stop	50 ft E/O NE 14th Ave	Shelter		0		1
63	Bus Stop	NE 12th Ave	Standing Only		0		0
64	Bus Stop	50 ft W/O NE 10th Ave	1 Shelter		0		1
S. Ocean Drive (West Side)							
65	Bus Stop	1849 Blk	1 Bench		1		0
66	Bus Stop	1889 Blk	1 Bench		1		0
67	Bus Stop	1913 Blk	Standing Only		0		0
68	Bus Stop	1965 Blk (Hemispheres)	1 Shelter		0		1
69	Bus Stop	2091 Blk (Sea Side Retirement)	Standing Only		0		0
70	Bus Stop	250 ft N/O County Line Rd	1 Bench		1		1
S. Ocean Drive (East Side)							
71	Bus Stop	200 ft N/O County Line Rd	Shelter (old)		0		1
72	Bus Stop	2030 Blk	1 Shelter		0		1
73	Bus Stop	200 ft N/O Hemispheres	Shelter (old)		0		1
74	Bus Stop	1912 Blk (Malaga Towers)	1 Bench		1		0
75	Bus Stop	S. Beach	1 Bench		1		0
Atlantic Shores (South Side)							
76	Bus Stop	NE 10th Ave	Shelter (old)		0		1
77	No Bus Stop	NE 12th Ave	1 Bench		1		0

Current Bus Benches and Bus Shelters

Atlantic Shores (North Side)					
78	Bus Stop	NE 12th Ave	Shelter (old)	0	1
79	No Bus Stop	NE 10th Ave	1 Bench	1	0
80	Bus Stop	NE 8th Ave	Standing Only	0	0
Three Islands					
81	Bus Stop	150 ft N/O Hallandale Bch. Blvd. (West Side)	Standing Only	0	0
82	Bus Stop	100 ft N/O Hallandale Bch. Blvd.	1 Bench	1	
Dixie Hwy					
83	Bus Stop	NW 9th St	1 Bench	1	0
84	Bus Stop	NW 7th St	Standing only	0	0
85	Bus Stop	NW 5th St	City Bench	1	0
86	Bus Stop	NW 3rd St	Standing only	0	0
87	Bus Stop	NW 2nd St	Standing only	0	0
88	Bus Stop	50 ft N/O Hallandale Bch. Blvd.	Standing only	0	0
89	Bus Stop	50 ft S/O SW 1st St	Standing only	0	0
90	Bus Stop	25 ft S/O SW 2nd St	Standing only	0	0
91	Bus Stop	75 ft N/O SW 4th St	Shelter (old)	0	1
92	Bus Stop	25 ft S/O SW 5th St	Standing only	0	0
93	Bus Stop	SW 7th St	Standing only	0	0
94	Bus Stop	SW 9th St	Standing only	0	0
95	Bus Stop	County Line Rd	Standing only	0	0
NE 14th Ave (East Side)					
96	Bus Stop	100 ft N/O Hallandale Bch. Blvd.	1 Bench	1	0
97	Bus Stop	301 Blk	1 Bench	1	0
95	Bus Stop	100 ft S/O NE 7th St	1 Bench	1	0
99	Bus Stop	150 ft Atlantic Shores	1 Bench	1	0
NE 14th Ave (West Side)					

Current Bus Benches and Bus Shelters

100	Bus Stop	200 ft S/O Atlantic	Shelter (old)	0	1
101	Bus Stop	501 Blk (Meadow Brook)	Shelter (old)	0	1
102	Bus Stop	200 ft S/O NE 4th St	Shelter (old)	0	1
103	Bus Stop	200 ft N/O Hallandale Bch. Blvd.	1 Bench	1	0
Pennington Road (South Side)					
104	No Bus Stop	I-95	1 Bench	1	0
105	Bus Stop	200 ft E/O NW 10th Ave	1 Bench	1	0
106	Bus Stop	50 ft W/O NW 8th Ave	1 Bench	1	0
107	Bus Stop	50 ft W/O NW 6th Ave	1 Bench	1	0
108	Bus Stop	100 ft W/O NW 2nd Ave	2 Benches	2	0
109	No Bus Stop	Dixie Hwy	1 Bench	1	0
110	Bus Stop	Mardi Gras	2 Benches	2	0
111	Bus Stop	300 ft W/O US 1	2 Benches	2	0
County Line Rd (North Side)					
112	Bus Stop	SW 2nd Ave	Standing Only	0	0
113	Bus Stop	SW 4th Terr	Standing Only	0	0
114	Bus Stop	SW 6th Ave	City Bench (old)	1	0
115	Bus Stop	SW 7th Ave	Standing Only	0	0
116	Bus Stop	SW 8th Ave	Standing Only	0	0
117	Bus Stop	SW 9th Ave	Old Bench	1	0
118	Bus Stop	SW 10th Ave	Standing Only	0	0
119	Bus Stop	SW 11th Ave	Standing Only	0	0
SW 14th Ave (West Side)					
120	Bus Stop	SW 9th St	Community Bench	0	0
121	Bus Stop	SW 7th St	Standing Only	0	0
122	Bus Stop	SW 3rd St	Standing Only	0	0
SW 3rd Ave (West Side)					

Current Bus Benches and Bus Shelters

123	Bus Stop	Adolf Center (School)	Shelter (old)	0	0
124	Bus Stop	SW 9th Terr	Standing Only	0	0
125	Bus Stop	150 ft W/O SW 8th Ave	Standing Only	0	0
126	Bus Stop	SW 8th Ave (West Side)	Standing Only	0	0
127	Bus Stop	NW 8th Ave (East Side)	Standing Only	0	0
128	Bus Stop	S/O Pembroke Rd (East Side)	Standing Only	0	0
129	Bus Stop	Foster Road	Standing Only	0	0
130	Bus Stop	North Side Hepburn Ctr 20 ft E/O NW 8th Ave	Bench with Cover	1	0
131	Bus Stop	North Side NW 6th Ave	Standing Only	0	0
132	Bus Stop	North Side NW 4th Ave	Bench with Cover	1	0
133	Bus Stop	Other	Standing Only	0	0
134	Bus Stop	NW 2nd Ave / NW 2nd St	Standing Only	0	0
		NW 6th Ave / NW 1st St	Standing Only	0	0
		NW 4th Ave / NW 1st St	Standing Only	0	0
		15 ft N/O Hallandale Bch. Blvd. On NE 10th Ave	2 Benches	2	0
		Total		89	34
		Only Bus Stops		76	34

Blue highlighted cells signify future ARRA bus shelters with no advert
 Yellow highlighted cells indicate no bus stop