

AGREEMENT EXTENSION

This Agreement Extension, made and entered into this ____ day of _____, 2016, by and between the City of Margate, a political subdivision of the State of Florida, (hereinafter “City of Margate”), and Gold Coast Transit, Inc., a Florida corporation in good standing and having its principal place of business at 3941 S.W. 47 Avenue, Davie, Florida 33314 (hereinafter “Gold Coast” or “the Gold Coast Companies” or “contractor”).

WITNESSETH:

WHEREAS, the City of Margate and Gold Coast previously entered into an Agreement on February 7, 2007 with a start date of April 1, 2007 (“the original Agreement”) which obligated Gold Coast to supply bus benches with waste receptacles, transit shelters with waste receptacles, to maintain same, and to manage an advertising program for the City of Margate; and

WHEREAS, the original Agreement was for a term of 2 years and 11 months which began April 1, 2007 and ended March 10, 2010; and

WHEREAS the original Agreement also provided for two (2) successive three (3) year extensions, the second extension being set to expire on March 10, 2016; and

WHEREAS the parties desire to modify the existing Agreement as more fully set forth below paragraphs 10 and 11, and thereafter continue the existing Agreement until September 10, 2016, or as long as necessary for the parties to negotiate new agreement terms with each other regarding the supply and maintenance of bus benches and transit shelters and the management of a bench and shelter advertising program.

NOW THEREFORE, in consideration of the mutual promises expressed herein, the parties

agree as follows:

1. The above recitations are true and correct and are incorporated by reference.
2. The parties shall continue to operate under the terms of the existing original Agreement until September 10, 2016 or until such time as they finalize a new agreement on terms that are accepted by both parties.
3. Gold Coast hereby extends its commitment to the City of Margate regarding the supply and maintenance of bus benches and transit shelters as well as the bench and shelter advertising program within the City of Margate that is currently in place, such extension to be under the same terms and conditions of the original Agreement, except as provided in this Agreement Extension, and same shall continue until September 10, 2016 or until such time as Gold Coast and the City of Margate finalize terms of a new agreement.
4. The City of Margate extends its commitment to Gold Coast and such extension shall be under the same terms and conditions of the original Agreement and same shall continue until September 10, 2016 or until such time as Gold Coast and the City of Margate finalize terms of a new agreement.
5. Pending finalization of a new agreement, the City of Margate and Gold Coast agree that it is in their respective best interests to adopt and reaffirm the original Agreement referenced above in its entirety. The original Agreement is attached as Exhibit "A" and hereby incorporated into this Agreement Extension.
6. The City of Margate expressly acknowledges, as and for the consideration it shall receive to adopt and reaffirm the original Agreement until September 10, 2016 or until such time as the parties finalize terms of a new agreement, that Gold Coast shall negotiate in good faith with the City of

Margate regarding a new agreement and that Gold Coast shall continue honor the original Agreement.

8. Gold Coast expressly acknowledges, as and for the consideration it shall receive to adopt and reaffirm the original Agreement until September 10, 2016 or until such time as the parties finalize terms of a new agreement, that the City of Margate shall negotiate in good faith with Gold Coast regarding a new agreement and the City of Margate shall continue to honor the original Agreement.

9. For purposes of future negotiations and notice under this Agreement Extension, any notice under this Agreement Extension must be in writing, sent by U.S. mail, postage pre-paid, return receipt requested, addressed to the party for it whom it is intended at the place last specified. The place for giving all notice for the present, until such time as it is changed by a writing delivered in the manner set forth herein, is:

For the City: Douglas E. Smith
City Manager
5790 Margate Boulevard
Margate, FL 33063

For Gold Coast Alison J. Oliver, President
Gold Cost Transit, Inc.
3941 SW 47 Avenue
Davie, Florida 33314

10. With respect to numbered paragraph 31 of the original Agreement (Exhibit "A") the City of Margate and Gold Coast hereby modify the original Agreement by striking paragraph 31 in its entirety and replacing said paragraph 31 with the following new paragraph 31:

INDEMNIFICATION: To the extent permitted by Florida law, Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorney fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

11. With respect to numbered paragraph 39 of the original Agreement (Exhibit "A") the City of Margate and Gold Coast hereby modify the original Agreement by striking paragraph 39 in its entirety and replacing said paragraph 39 with the following new paragraph 39:

LITIGATION VENUE: This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

12. The City of Margate and Gold Coast agree that Gold Coast shall establish Co-Op units under this program at no cost to the City of Margate. The City of Margate and Gold Coast agree to utilize any unsold benches to mutually promote the City of Margate and the contractor (see attached

photograph of current design). The maximum units to be utilized under this program shall be limited to twenty (20) advertising panels per month, subject to availability throughout the year. The cost for production of posters is approximately fifty dollars (\$50.00) per unit (net cost) and the Contractor, Gold Coast, agrees to provide production, printing and posting service for this program at no cost the City of Margate.

CITY OF MARGATE

By: _____
Tommy Ruzzano
Mayor

By: _____
Douglas E. Smith
City Manager

APPROVED AS TO FORM

Eugene M. Steinfeld
City Attorney for City of Margate

GOLD COAST TRANSIT, INC.

By: _____
Alison J. Oliver
It's President

WITNESS: _____

WITNESS: _____

ADVERTISE HERE

(954) 791-6131

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