



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND BIKEBOX LLC FOR BICYCLE RENTAL AND CONCESSIONAIRE SERVICES AT MARKHAM PARK AND QUIET WATERS PARK (RFI #PN2120525F1)**

This First Amendment to the Agreement (“First Amendment”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and BIKEBOX LLC, a Florida limited liability company (“Vendor”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. County and Vendor entered into an Agreement for Bicycle rental and concessionaire services at Markham Park and Quiet Waters Park (the “Parks”) on October 21, 2020 (the “Agreement”).

B. As a result of the COVID-19 public health emergency, the Parks have been closed or otherwise have had limited access to the public since March 17, 2020.

C. County and Vendor desire to amend the Agreement to retroactively suspend the Initial Term for the period starting January 1, 2021, through March 31, 2021, and adjust the natural expiration of the Initial Term.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated into this First Amendment by reference.

2. The effective date of this First Amendment is the date it has been fully executed by the Parties.

3. The Agreement is retroactively suspended for the period of January 1, 2021, through March 31, 2021 (“Suspension Period”), and the Initial Term (as defined in Section 4.1 of the Agreement) tolled during the Suspension Period.

4. To effectuate the Parties’ intent that the Agreement provide for a full five (5) year Initial Term, the natural expiration of the Initial Term is hereby extended for a period of time equal to the Suspension Period, and the expiration of the Initial Term of the Agreement shall now be on January 21, 2026.

5. All references to the “Effective Date” of the Agreement shall mean October 21, 2020.

6. Schedule A to Exhibit A to the Agreement is deleted in its entirety and replaced with the attached Schedule A-1. All references in the Agreement to Exhibit A shall now mean Exhibit A-1 to this First Amendment.

7. The Parties agree that if any conflict or ambiguity exists between this First Amendment and the Agreement, this First Amendment will control.

8. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

9. This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement and this First Amendment to the Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreement, whether oral or written.

10. Preparation of this First Amendment has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

11. Vendor represents and warrants that through the First Amendment Effective Date, Vendor has no claims against County with respect to any of the matters covered by the Agreement, including but not limited to any matters relating to or arising from any closure or reduction in hours of operation of Vendor's operations at its facilities within the Parks, and Vendor has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

12. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

13. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same amendment.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and Vendor, signing by and through its \_\_\_\_\_ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2021

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By:  \_\_\_\_\_ 5-4-2021  
Amanda Tolbert (Date)  
Assistant County Attorney

By: Danielle W. French, Esq.  \_\_\_\_\_  
Digitally signed by Danielle W. French, Esq.  
Date: 2021.05.04 15:02:45 -04'00'  
Danielle French (Date)  
Deputy County Attorney

AMT/NK  
First Amendment to BikeBox Agreement  
4/30/2021

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND BIKEBOX LLC FOR BICYCLE RENTAL AND CONCESSIONAIRE SERVICES AT MARKHAM PARK AND QUIET WATERS PARK (RFI #PNC2120525F1)

VENDOR

WITNESSES:



Signature

GABRIEL ELMORE

Print Name of Witness above



Signature

LORRAINE SAKAMURI

Print Name of Witness above

BIKEBOX LLC

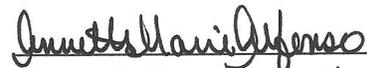
By:  \_\_\_\_\_  
Authorized Signor

TITO VAZQUEZ, Partner

Print Name and Title

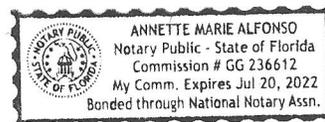
4 day of MAY, 2021

ATTEST:

 \_\_\_\_\_

Corporate Secretary or other person authorized to attest

(CORPORATE SEAL OR NOTARY)



Schedule A -1 to Exhibit A  
Project Phases and Deliverables

Vendor shall comply with the phases and deliverables set forth in this Exhibit for concession-related construction and services at each Park unless information is specifically for either Park.

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 1			
Financing Commitment	Letter of Commitment from Vendor; Letter(s) of intent from financier(s), if needed	Due to Contract Administrator within 30 calendar days of Effective Date of the Agreement	Subject to review and approval by the Contract Administrator ( <i>satisfied</i> )
Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 2			
Design plans completion and review	Preliminary plans (may be informal)	Due to Contract Administrator within 60 calendar days after the Effective date of the Agreement	Subject to review and approval by the Contract Administrator ( <i>satisfied</i> )
Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 3			
Construction and installation permitting and approvals	All requisite government approvals	Due to Contract Administrator within 210 calendar days after the Effective Date of the Agreement	Formal approvals as needed in writing from respective government agencies
Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 4 – Final Acceptance			
Construction or installation completion – Group 1	Work completed, except for any minor punch lists	Markham Park: To be completed within ten (10) months after the Effective Date of the Agreement	Certificate of Occupancy or Certificate of Substantial Completion or Contract Administrator Notice to Proceed, and opening Concession operations for business

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Construction and installation completion – Group 2	Work completed, except for any minor punch lists	Quiet Waters Park: To be completed within twelve (12) months after the Effective Date of the Agreement	Certificate of Occupancy or Certificate of Substantial Completion or Contract Administrator Notice to Proceed, and opening Concession operations for business
Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 5			
Operations Commencement – Group 1	Concessions open for business to the public	Markham Park: Operation to commence within ten (10) months after the Effective Date of the Agreement	Business license, performance deposit, and insurance in place; Concessions opened and operational
Operations Commencement – Group 2	Concessions open for business to the public	Quiet Waters Park: Operation to commence within twelve (12) months after the Effective Date of the Agreement	Business license, performance deposit, and insurance in place; Concessions opened and operational
Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 6			
Operations Review	Ongoing Concessions management and operations by Vendor, ongoing Agreement administration by Contract Administrator	Duration of the Agreement	Agreement performance and meeting benchmarks