

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2009-201

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND ARCOART PLUS, LLC, D/B/A TROLINET, INC., BY GRANTING AN EXTENSION OF TIME FOR PROJECT IMPLEMENTATION AND PROVIDING FOR A REVISED COMPENSATION SCHEDULE FOR THE TROLLEY ADVERTISEMENT PROGRAM.

WHEREAS, pursuant to Resolution No. 2008-128, a professional services agreement (PSA) was executed between the City of Coral Gables and ArcoArt Plus, LLC d/b/a Trolinet, Inc., dated January 12, 2009, for on-board trolley and print advertising within the interior of shuttle buses operated by the Coral Gables Trolley; and

WHEREAS, the agreement stipulates that ArcoArt Plus will begin monthly payments of sales proceeds to the City after the execution of the PSA; and

WHEREAS, after encountering unforeseen equipment installation problems, ArcoArt Plus contacted the City on April 9, 2009, requesting an extension of time beyond the installation completion date in order to begin payment of sales proceeds to the City; and

WHEREAS, City staff members have confirmed that these unforeseen problems have caused a delay in the project implementation; and

WHEREAS, due to this delay, the City and ArcoArt Plus, LLC d/b/a Trolinet, Inc. agree to a revised compensation schedule for payment to the City as reflected in the attached Amendment No. 1 to the professional services agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the City Commission does hereby authorize the City Manager to extend the time stipulated in the professional services agreement between the City and ArcoArt Plus, LLC, d/b/a Trolinet, Inc., in order to begin payment of the sales proceeds for the on-board trolley and print advertisement project.

SECTION 3. That the City Manager is further authorized to execute an amendment to the professional services agreement providing for a new payment schedule to the City.

SECTION 4. That said Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS SEVENTH DAY OF JULY,
A.D., 2009.

(Moved: Cabrera / Seconded: Anderson)
(Yea: Cabrera, Kerdyk, Withers, Anderson, Slesnick)
(Unanimous: 5-0 Vote)
(Agenda Item: H-2)

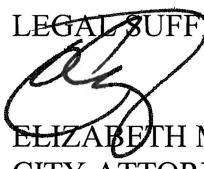
APPROVED:

DONALD D. SLESNICK II
MAYOR

ATTEST:


WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


ELIZABETH M. HERNANDEZ
CITY ATTORNEY

AMENDMENT NO. 1

TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF CORAL GABLES
AND
ARCOART PLUS, LLC d/b/a TROLINET

This **AMENDMENT NO. 1** entered into on _____, to that **PROFESSIONAL SERVICES AGREEMENT** dated January 12, 2009 between "the Parties," the City of Coral Gables (**CITY**) and ArcoArt Plus, LLC d/b/a Trolinet (**PROFESSIONAL**).

WITNESSETH THAT:

WHEREAS, the **PROFESSIONAL SERVICES AGREEMENT** may be amended with the prior written approval of the parties; and

WHEREAS, the parties wish to amend the **PROFESSIONAL SERVICES AGREEMENT** in order to extend the period of payment to the **CITY** for advertising proceeds and address the ownership of certain capital improvements to the **CITY'S** shuttle bus stop sign posts and assemblies.

NOW, THEREFORE, the **CITY** and the **PROFESSIONAL**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. PART III, COMPENSATION, of the **PROFESSIONAL SERVICES AGREEMENT** is hereby amended to provide for a 90-day extension of payments to the **CITY** for advertising sales proceeds in accordance with the attached payment schedule.
2. This **AMENDMENT NO. 1** shall be at no additional cost to the **CITY**.
3. The payment schedule in PART III, COMPENSATION of the **PROFESSIONAL SERVICES AGREEMENT**, is hereby deleted in its entirety and replaced by this **AMENDMENT NO. 1**.
4. PART XIII, TERMINATION, of the **PROFESSIONAL SERVICES AGREEMENT**, is hereby amended to include new Section 13.9 entitled "Capital Improvements" with the following statement: "Upon termination or completion of services of the **PROFESSIONAL SERVICES AGREEMENT**, all capital improvements and modifications to the **CITY'S** shuttle bus stop signs, posts and assemblies constructed by **PROFESSIONAL** and other related devices permanently affixed thereto shall become **CITY** property without recompense for same to the **PROFESSIONAL**."
5. All other terms and conditions of the **PROFESSIONAL SERVICES AGREEMENT** remain unchanged.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 1** on the date first written above.

CITY OF CORAL GABLES

By: _____
Patrick Salerno, City Manager

ATTEST:

By: _____
Walter J. Foeman, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Elizabeth M. Hernandez, City Attorney

ARCOART PLUS, LLC d/b/a TROLINET

ATTEST:

By: _____
Carlos Hidalgo, Marketing Director

By: _____
Lorena Hidalgo, Corporate Secretary