

RESOLUTION NO. 2021- 2769

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE AGREEMENT WITH LIMOUSINES OF SOUTH FLORIDA, INC. FOR MUNICIPAL BUS SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FOURTH AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 2, 2006, the Town of Surfside (the “Town”) entered into an Agreement with Limousines of South Florida, Inc. (“Contractor”) for Municipal Bus Services (“Agreement”), for mini-bus services within the Town and neighboring municipalities; and

WHEREAS, the Agreement was amended and extended by the First Amendment dated April 13, 2010, Contract Amendment No. 1 dated November 13, 2012 and by the Second Amendment dated November 15, 2017, which temporarily extended the term on a month-to-month basis; and

WHEREAS, on February, 13, 2018, the Town adopted Resolution No. 2018-2485, approving the Third Amendment to the Agreement to (1) extend the term of the Agreement for an additional three (3) year term through February 15, 2021, (2) amend the hourly rate for services consistent with the rates paid by the City of Aventura for similar bus services procured under Bid No. 14-09-15-2 and contract dated March 2, 2015, and (3) add or amend other provisions applicable to municipalities; and

WHEREAS, due to the COVID-19 health pandemic, service was suspended or discontinued and the parties now wish to resume operations as of March 1, 2021 with protections in place to ensure COVID-19 guidelines and safety precautions are taken; and

WHEREAS, the Town desires to further amend the Agreement by approving the Fourth Amendment to the Agreement, attached hereto as Exhibit “A” (the “Fourth Amendment”), in order to resume operations and extend the term of the Agreement for an additional one (1) year term through February 15, 2022; and

WHEREAS, the Town Commission finds that the Fourth Amendment is in the best interest and welfare of the Town and wishes to approve same in substantially the form attached hereto as Exhibit “A.”

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval and Authorization. The Fourth Amendment between the Town and Contractor, in substantially in the form attached hereto as Exhibit "A", is hereby approved. The Town Commission authorizes the Town Manager to execute the Fourth Amendment on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.

Section 3. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Fourth Amendment.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED on this 9th day of March, 2021.

Motion By: Commissioner Kesl

Second By: Commissioner Velasquez

FINAL VOTE ON ADOPTION:


Commissioner Charles Kesl Yes

Commissioner Eliana R. Salzhauer Absent

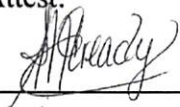
Commissioner Nelly Velasquez Yes

Vice Mayor Tina Paul Yes


Mayor Charles W. Burkett Yes



Charles W. Burkett, Mayor

Attest:


Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:


Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

FOURTH RENEWAL/AMENDMENT TO AGREEMENT

TOWN OF SURFSIDE

AND

LIMOUSINES OF SOUTH FLORIDA, INC.

FOR MUNICIPAL BUS SERVICES

THIS FOURTH RENEWAL/AMENDMENT TO AGREEMENT (this "**Fourth Amendment**") is entered into as of March 1, 2021 by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter the "Town"), and **LIMOUSINES OF SOUTH FLORIDA, INC.**, a Florida corporation (hereinafter the "Contractor").

WHEREAS, the Town and Contractor entered into that certain Agreement for Municipal Bus Services dated February 2, 2006 (the "Agreement"), for mini-bus services within the Town and neighboring municipalities (the "Services"); and

WHEREAS, the Agreement was amended and extended by First Amendment dated April 13, 2010 and Contract Amendment No. 1 dated November 13, 2012, which extended the term of the Agreement through November 16, 2017; and

WHEREAS, the Town and Contractor temporarily extended the Term of the Agreement on a month-to-month basis, commencing with the monthly term from November 16, 2017 through December 16, 2017 (the "Second Amendment"), and providing the Town with the option of additional month- to month renewals upon 10 days' advance written notice to Contractor; and

WHEREAS, the Town and Contractor extended the Term of the Agreement, commencing February 15, 2018, for an additional three (3) year term through February 15, 2021 (the "Third Amendment"); and

WHEREAS, due to the COVID-19 health pandemic, service was suspended or discontinued and the parties now wish to resume operations as of March 1, 2021 with protections in place to ensure COVID-19 guidelines and safety precautions are taken; and

WHEREAS, the Town and Contractor wish to extend the Term of the Agreement by one year, commencing February 15, 2021, through February 15, 2022, as set forth in Section 2 herein.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. **Extension/Renewal of Term; Termination.** Section 12 (Term) of the Agreement is hereby amended to extend or renew the Term of the Agreement for an additional one (1) year term from February 15, 2021, through February 15, 2022. The Town shall have the right to terminate the Agreement without cause, and for any reason whatsoever, upon 90 days advance notice to the Contractor. In the event of such termination, the Town shall be obligated to the Contractor for the pro-rated fee compensation incurred to the termination date.

3. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Fourth Amendment and the terms and provisions of the Agreement and any prior amendments, the terms and provisions of this Fourth Amendment shall control.

4. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date first set forth above.

TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida
municipal corporation

By: _____
Andrew Hyatt, Town Manager

Date Executed: _____

Attest:

Town Clerk

Approved as to Legal Form and
Legal Sufficiency:

Town Attorney

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date first set forth above.

CONTRACTOR:

Witnesses:

LIMOUSINES OF SOUTH FLORIDA, INC., a
Florida corporation

By: _____

Print Name: _____

Name: _____

Title: _____

Date Executed: _____

Print Name: _____