

RESOLUTION NO. 2018- 2485

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE THIRD AMENDMENT TO THE AGREEMENT WITH LIMOUSINES OF SOUTH FLORIDA, INC. FOR MUNICIPAL BUS SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT; 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 First Amendment dated April 13, 2010, Contract Amendment No. 1 dated November 13, 2012 and the Renewal/Amendment dated November 15, 2017 (the “Second Amendment”), which temporarily extended the term on a month-to-month basis; and

WHEREAS, the Town and Contractor wish to further amend the Agreement as set forth in the Third Renewal/Amendment to the Agreement attached hereto as Exhibit “A” (the “Third Amendment”), in order to extend the term of the Agreement for an additional three (3) year term through November 15, 2021, 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 add or amend other provisions applicable to municipalities; and

WHEREAS, pursuant to Section 3-13(3) of the Town’s Purchasing Code, the increase in rates set forth in this Third Amendment is exempt from competitive bidding procedures as the rate is based on a competitive procurement obtained by another governmental agency, the City of Aventura, under Bid No. 14-09-15-2 and contract dated March 2, 2015; and

WHEREAS, the Town Commission finds that the Third 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 Third Amendment between the Town and Contractor, substantially in the form attached hereto as Exhibit “A”, is hereby approved. The

Town Commission authorizes the Town Manager to execute the Third 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 Third Amendment.


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

PASSED AND ADOPTED this 13th day of February, 2018.

Motion by Commissioner Paul.
Second by Commissioner Karukin.


FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Barry Cohen	<u>Absent</u>
Mayor Daniel Dietch	<u>yes</u>



Daniel Dietch, Mayor

ATTEST



Sandra Novoa, MMC,
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



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

THIRD RENEWAL/AMENDMENT TO AGREEMENT

TOWN OF SURFSIDE

AND

LIMOUSINES OF SOUTH FLORIDA, INC.

MUNICIPAL BUS SERVICES

THIS THIRD RENEWAL/AMENDMENT TO AGREEMENT (this "**Third Amendment**") is entered into as of February 15, 2018 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 wish to further extend the Term of the Agreement, commencing February 15, 2018 for an additional three (3) year term through February 15, 2021, and amend the rate for Services based on the contract dated March 2, 2015 entered into by Contractor with the City of Aventura under procurement Bid No. 14-09-15-2; and

WHEREAS, the Town and Contractor further wish to set forth requirements concerning ownership and access to records as well as public records requirements for the Services, as set forth in Section 3 herein; and

WHEREAS, Contractor has agreed to provide a new shuttle bus for the Services within 90 days of this Third Amendment, as stated herein; and

WHEREAS, the Town and Contractor further wish to set forth legal and licensing compliance requirements, as set forth in Section 4 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 three (3) year term from February 15, 2018 through February 15, 2021. 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. **Rates and Fees for Services.** Section 12 of the Agreement is hereby amended to provide that in return for satisfactory performance of the Services provided by Contractor, the Town agrees to pay Contractor a rate of \$54.00 per hour for the Term. The Town shall not be responsible for the payment of any other monies to the Contractor under the Agreement, except as specifically provided for in the Agreement. Said rate is the same and consistent with the rates paid by the City of Aventura for bus services, procured under Bid No. 14-09-15-2, and contract dated March 2, 2015.

4. **Ownership and Access to Records; Public Records.**

4.1 Contractor acknowledges that all reports or similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

4.2 Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

4.3 Upon request from the Town’s custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- 4.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 4.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 4.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 4.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

**Custodian of Records: Sandra Novoa, MMC
Town Clerk
Mailing address: 9293 Harding Avenue
Surfside, Florida 33154
Telephone number: (305) 861-4863 Ext. 226
Email: snovoa@townofsurfside.fl.gov**

5. **Compliance with Laws and Licensures.** The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities and shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town.

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

7. **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.

8. **New Bus to be Provided for Services.** Contractor agrees to provide a new shuttle bus for the Services within 90 days of the Effective Date of this Third Amendment, but in no event later than 120 days from the Effective Date of this Third Amendment. The new bus shall be a brand new factory direct shuttle bus, which shall not be used, pre-owned or off-lease.

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

TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida
municipal corporation

By: 
Guillermo Olmedillo, Town Manager

Date Executed: 2/6/18

Attest:



Town Clerk

Approved as to Legal Form and
Leal Sufficiency:



Town Attorney

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

CONTRACTOR:

LIMOUSINES OF SOUTH FLORIDA, INC., a
Florida corporation

Witnesses:



Print Name: Mayra Luzbet



Print Name: Tania Munster



By: _____

Name: Mark Lewitt

Title: Vice President

Date Executed: 2/26/18