

RESOLUTION NO. 2022- 2863

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE FIFTH AMENDMENT TO THE AGREEMENT WITH LIMOUSINES OF SOUTH FLORIDA, INC. FOR MUNICIPAL BUS SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIFTH 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, on March 9, 2021, the Town adopted Resolution No. 2021-2769, approving the Fourth Amendment to the Agreement extending the term of the Agreement for an additional one (1) year term from February 15, 2021 through February 15, 2022; and

WHEREAS, the Town wishes to further extend the term of the Agreement from February 15, 2022 on a month-month basis, as needed, subject to the Town’s right of early termination upon 60 days’ advance notice, and increase the hourly rate/fee for services to \$55.50 per hour; and

WHEREAS, the Town Commission finds that the Fifth 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 Fifth 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 Fifth 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 Fifth Amendment.

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

PASSED AND ADOPTED on this 12th day of April, 2022.

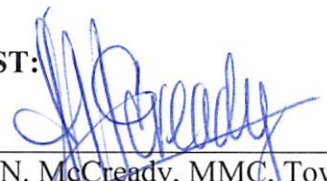
Motion By: Vice Mayor Rose

Second By: Commissioner Landsman

| | |
|-------------------------------|------------|
| Commissioner Fred Landsman | <u>Yes</u> |
| Commissioner Marianne Meiseid | <u>Yes</u> |
| Commissioner Nelly Velasquez | <u>Yes</u> |
| Vice Mayor Jeffrey Rose | <u>Yes</u> |
| Mayor Shlomo Danzinger | <u>Yes</u> |

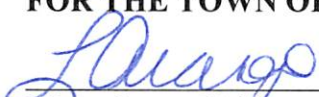


Shlomo Danzinger, Mayor

ATTEST: 

Sandra N. McCready, 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

FIFTH RENEWAL/AMENDMENT TO AGREEMENT

TOWN OF SURFSIDE

AND

LIMOUSINES OF SOUTH FLORIDA, INC.

FOR MUNICIPAL BUS SERVICES

THIS FIFTH RENEWAL/AMENDMENT TO AGREEMENT (this "**Fifth Amendment**") is entered into as of February 15, 2022 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, the Town and Contractor entered into a Fourth Amendment further extending the Term of the Agreement by one year, commencing February 15, 2021 through February 15, 2022; and

WHEREAS, the Town and Contractor wish to further extend the Term of the Agreement on a month-to-month basis, as needed, and amend the rates/fees payable to the Contractor, all as detailed in this Fifth Amendment.

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 on a month-to-month basis, commencing on February 15, 2022, and continuing monthly thereafter until terminated in accordance with the provisions herein. The Town shall have the right to terminate the Agreement without cause, and for any reason whatsoever, upon 60 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 the Town agrees to increase the rate/fees for services paid to the Contractor from \$54.00 per hour to \$55.50 per hour for the Term.

4. **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.

5. **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Fifth 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 Fifth 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: _____