

**RESOLUTION NO. 2022- 2899**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT WITH SFM SERVICES, INC. FOR COMPREHENSIVE LANDSCAPE MAINTENANCE AND RELATED SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 19, 2020, the Town of Surfside (the “Town”) Commission adopted Resolution No. 2020-2739, awarding SFM Services, Inc. (“Contractor”) a contract (“Agreement”) for comprehensive landscape maintenance and related services (the “Services”) pursuant to RFP No. 2020-07; and

**WHEREAS**, the Town wishes to amend the Agreement’s scope of the Services in order to expand the service locations to include the 90<sup>th</sup> Street and Harding Avenue Bus Stop, the 93<sup>rd</sup> Street Beach Access, the 89<sup>th</sup> Street Beach End, the 90<sup>th</sup> Street Beach End, the 96<sup>th</sup> Street Beach End, and the Abbott Avenue Street End (South) (the “Additional Locations”) at a cost not to exceed \$24, 858.96 per year; and

**WHEREAS**, the Town desires to authorize the Town Manager to enter into the First Amendment to the Agreement (the “First Amendment”) to provide the Services for the Additional Locations in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, the Town Commission finds that the First 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 First 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 First Amendment in an amount not to exceed \$24,858.96 annually 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 First Amendment.

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

**PASSED AND ADOPTED** on this 12<sup>th</sup> day of July, 2022.


Motion By: Commissioner Landsman

Second By: Vice Mayor Rose

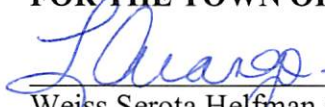
Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Absent</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>

  
\_\_\_\_\_  
Shlomo Danzinger, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sandra 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

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**TOWN OF SURFSIDE**  
**AND**  
**SFM SERVICES, INC.**

**THIS FIRST AMENDMENT TO THE AGREEMENT** ("First Amendment") is entered into as of this \_\_\_\_\_, 2022, by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter the "Town"), and **SFM SERVICES, INC.**, a Florida corporation (hereinafter the "Contractor").

**WHEREAS**, on November 19, 2020, the Town Commission adopted Resolution No. 2020-2739, awarding the Contractor an agreement (the "Agreement") for comprehensive landscape maintenance and related services (the "Services") pursuant to RFP No. 2020-07; and

**WHEREAS**, the Town requires additional Services for the 90th Street and Harding Avenue Bus Stop, the 93rd Street Beach Access, the 89th Street Beach End, the 90th Street Beach End, the 96th Street Beach End, and the Abbott Avenue Street End (South) (the "Additional Locations"); and

**WHEREAS**, the Town wishes to enter into a First Amendment to the Agreement to amend the Agreement's scope of the Services in order to provide the services for the Additional Locations at a cost not to exceed \$24, 858.96 per year, as set forth herein; and

**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. **Scope of Services.** Section 1, "Scope of Services," of the Agreement is hereby amended as follows:<sup>1</sup>

**1. Scope of Services.**

1.1. Landscape Maintenance for Parks and Recreation Facilities and Town Parking Lots.

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1.1.2. Contract shall perform the Landscape Maintenance Services for the Town's Parks and Recreational Facilities and Parking Lots identified in the Landscape Maintenance Location Map attached hereto as Exhibit "C"

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<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

and incorporated herein by reference. The Contractor shall also provide the Landscape Maintenance Services for the 90th Street and Harding Avenue Bus Stop, the 93rd Street Beach Access, the 89th Street Beach End, the 90th Street Beach End, the 96th Street Beach End, and the Abbott Avenue Street End (South) (the “Additional Locations”).

3. **Compensation.** Section 3, “Compensation and Payment,” of the Agreement is hereby amended as follows:

### **3. Compensation and Payment.**

**3.1. Compensation for Landscape Maintenance Services.** Contractor will invoice the Town monthly and be paid for the Landscape Maintenance Services in accordance with the unit pricing and rates as set forth in the Price Submittal Schedule Form for General Monthly Landscape Maintenance Services attached hereto as Exhibit “F,” in an amount not to exceed \$128,890.00 per year and \$24,858.96 per year for Landscape Maintenance Services for the Additional Locations, as outlined in the Additional Locations Price Submittal Schedule Form attached hereto as Exhibit “K,” for a total of \$153,748.96 per year.

4. **Additional Exhibit.** The Agreement is hereby amended by incorporating the Price Submittal Schedule Form for Additional Services not included in RFP 2020-07 attached hereto as Exhibit “A” and as Exhibit “K” to the Agreement.
5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.
6. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and conditions 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 LEFT INTENTIONALLY BLANK;  
SIGNATURE PAGES FOLLOW]**

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

**TOWN:**

TOWN OF SURFSIDE, a Florida municipal corporation

By: \_\_\_\_\_  
Andrew Hyatt, Town Manager

Date Executed: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk

Approved as to Legal Form and  
Legal Sufficiency:

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

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

**CONTRACTOR:**

SFM SERVICES, INC., a Florida corporation

Witnesses:  
\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date Executed: \_\_\_\_\_

Print Name: \_\_\_\_\_