

RESOLUTION NO. 2023- 3221

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A SECOND AMENDMENT TO THE CONCESSION AGREEMENT WITH DECO BIKE, LLC PROVIDING FOR RENEWAL OF THE AGREEMENT; FINDING THAT THE SERVICES ARE EXEMPT AS ORIGINALLY COMPETITIVELY PROCURED PURSUANT TO CITY OF MIAMI BEACH RFP NO. 44-07/08 AND FINDING A SOLE SOURCE SERVICE PURSUANT TO SECTION 3-13(6) OF THE TOWN CODE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 8, 2011, the Town Commission of the Town of Surfside (the "Town") adopted Resolution No. 11-2058, which approved a concession agreement with Deco Bike, LLC ("Deco Bike") for the implementation, management, and operation of a self-service bicycle sharing program pursuant to City of Miami Beach Request for Proposal (RFP) No. 44-07/08 (the "Bicycle Sharing Program"); and

WHEREAS, on November 8, 2011, the Town entered into a Concession Agreement with Deco Bike for the Bicycle Sharing Program (the "Agreement"); and

WHEREAS, on December 13, 2017, the Town Commission adopted Resolution No. 17-2472, which approved a First Amendment to the Agreement in order to extend the term of the Agreement for an additional three (3) year term, with the option to renew for one (1) additional three (3) year term (the "First Amendment"); and

WHEREAS, the Agreement was subsequently renewed for an additional three (3) year term by mutual agreement of the parties; and

WHEREAS, the Town and Deco Bike desire to further renew the Agreement for an additional three (3) year term pursuant to the Second Amendment to the Agreement, attached hereto as Exhibit "A" (the "Second Amendment"), in order to extend the term of

the Agreement for a three (3) year term, with such term commencing retroactively on March 31, 2023; and

WHEREAS, the Town Commission desires to approve the Second Amendment with Deco Bike for the Bicycle Sharing Program and authorize the Town Manager to execute the Second Amendment on behalf of the Town; and

WHEREAS, in addition to the competitive solicitation relied upon from the City of Miami Beach Request for Proposal (RFP) No. 44-07/08, the Town finds that the Bicycle Sharing Program provided by Deco Bike is a sole source pursuant to Section 3-13(6) of the Town Code, and exempt from bidding requirements, based on the exclusive design, technical service, and sole authorized dealer and distributor, as documented in the agenda item accompanying this Resolution; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

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

Section 1. Recitals. Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval; Sole Source. The Town Commission hereby approves the Second Amendment with Deco Bike for the Bicycle Sharing Program, in substantially the form attached hereto as Exhibit "A", renewing the terms and conditions of the Agreement for a three (3) year term. The Town Commission further confirms the findings of the Town staff that the Bicycle Sharing Program provided by Deco Bike is a sole source service pursuant to Section 3-13(6) of the Town Code, and exempt from bidding requirements,

based on the exclusive design, technical service, and sole authorized dealer and distributor.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Second Amendment attached hereto as Exhibit "A" with Deco Bike, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of November, 2023.

Motion By: Commissioner Landsman
Second By: Vice Mayor Rose

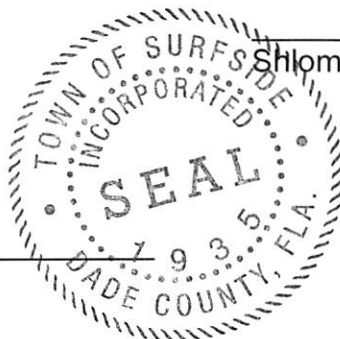
FINAL VOTE ON ADOPTION:


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

ATTEST:



Sandra McCready, MMC
Town Clerk





Shlomo Danzinger, Mayor

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

A handwritten signature in blue ink, appearing to read "S. Serota", is written over a horizontal line.

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

**SECOND AMENDMENT TO THE CONCESSION AGREEMENT BETWEEN THE
TOWN OF SURFSIDE, FLORIDA AND DECO BIKE, LLC FOR THE
IMPLEMENTATION, MANAGEMENT, AND OPERATION OF A SELF-SERVICE
BICYCLE SHARING PROGRAM**

This Second Amendment to the Concession Agreement (“Second Amendment”) is made and entered into this ___ day of _____, 2023, by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, having its principal office at 9293 Harding Avenue, Surfside, FL 33154 (“Town”), and **DECO BIKE, LLC**, a Florida limited liability company, having its principal address at 41 NE 17 Terrace, Miami, FL 33132 (“Concessionaire”).

RECITALS

WHEREAS, on November 8, 2011, Concessionaire entered into a Concession Agreement (the “Agreement”) with the Town for the delivery and operation of a self-service bicycle rental fleet for public use to be stationed in the public right-of-way (the “Services) pursuant to the City of Miami Beach Request for Proposals (RFP) No. 44-07/08; and

WHEREAS, the Agreement required Concessionaire to implement a program which would enable the public to self-rent bicycles from any or a number of locations and return them to another location, on a 24 hour, 365 day a year basis; and

WHEREAS, on January 18, 2018, pursuant to Resolution No. 17-2472, the Town entered into a First Amendment to the Agreement with the Concessionaire, which renewed the Agreement for an additional three (3) year term, with the option to renew for (1) one additional three (3) year term (the “First Amendment”); and

WHEREAS, the Agreement was further extended for an additional three (3) year term; and

WHEREAS, the Town further finds that the Services are a sole source, based on exclusive design, technical service and sole authorized dealer and distributor; and

WHEREAS, the Town and Concessionaire desire to further amend the Agreement based upon the terms and conditions set forth herein in order to extend the term of the Agreement for an additional three (3) year renewal term (the “Second Amendment”); and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, in receipt and adequacy of which are hereby acknowledged, the Town and Concessionaire hereby agree and amend the Agreement as follows:

1. **Recitals Adopted.** The aforesaid recitals are true and correct and incorporated by reference herein.
2. **Terms Defined.** Unless otherwise expressly stated herein, all capitalized terms shall have the respective meaning ascribed in the Agreement.
3. **Section 1. Term.** Section 1.1 is hereby deleted in its entirety and replaced as follows:

1.1 Following (i) the Town Commission's approval of Resolution No. 2023- on November 14, 2023; and (ii) the Town and Concessionaire's execution of this Second Amendment to the Agreement, the term of the Agreement shall be extended for one (1) additional three (3) year renewal term; with such term commencing retroactively as of April 1, 2023, and ending on March 31, 2026.

1.1.1 The aforesaid amended contract term shall hereinafter be referred to as the "Renewal Term."

1.1.2 For purposes of this Agreement, a "Contract Year" shall be defined as that certain 365-day period commencing on the commencement date of the Renewal Term.

4. **Ratification of Agreement.** Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

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

TOWN:

TOWN OF SURFSIDE, a Florida municipal corporation

By: _____
Hector Gomez, 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 Second Amendment as of the date first set forth above.

CONSULTANT:

DECO BIKE, LLC

Witnesses:

By: _____

Print Name: _____

Name: _____

Title: _____

Date Executed: _____

Print Name: _____