

RESOLUTION NO. 09- 753

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE CONTRACT WITH SOUTH FLORIDA MAINTENANCE SERVICES, INC. FOR LANDSCAPE MAINTENANCE SERVICES; AUTHORIZING TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE SECOND AMENDMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SECOND AMENDMENT.

WHEREAS, the Town of Miami Lakes (the "Town") entered into a Contract with South Florida Maintenance Services, Inc., (the "Contractor") dated July 1, 2004, (the "Contract") to provide landscape maintenance services; and

WHEREAS, The Town Council approved a First Amendment to the Contract pursuant to Resolution No. 07-510 extending the Term of the Agreement to July 1, 2009 and providing for compensation as described therein; and

WHEREAS, the Town and the Contractor desire to further amend the Contract and to extend the term to September 30, 2009.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above Recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval of Second Amendment.** The Second Amendment to the Contract between the Town of Miami Lakes and South Florida Maintenance Services, Inc. (the "Second Amendment"), a copy of which is attached as Exhibit "1," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Second Amendment.

Section 4. Execution of Second Amendment. The Town Manager is authorized to execute the Second Amendment on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Second Amendment and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Town Attorney.

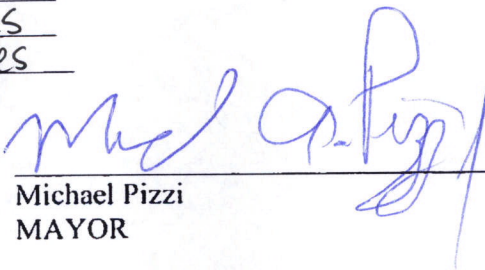
Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of July, 2009.

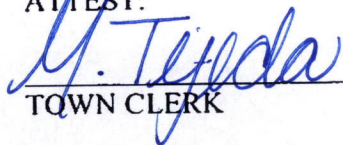
Motion to adopt by Councilmember Mary Collins, second by Vice Mayor Richard Pulido.

FINAL VOTE AT ADOPTION

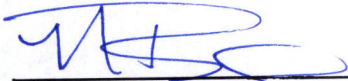
Mayor Michael Pizzi	<u>YES</u>
Vice Mayor Richard Pulido	<u>YES</u>
Councilmember Mary Collins	<u>YES</u>
Councilmember George Lopez	<u>YES</u>
Councilmember Robert Meador II	<u>YES</u>
Councilmember Nick Perdomo	<u>YES</u>
Councilmember Nancy Simon	<u>YES</u>


Michael Pizzi
MAYOR

ATTEST:


TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



TOWN ATTORNEY
Weiss, Serota, Helfman, Pastoriza,
Cole & Boniske, P.L.

**SECOND AMENDMENT TO CONTRACT FOR LANDSCAPE MAINTENANCE
BETWEEN SOUTH FLORIDA MAINTENANCE SERVICES, INC.
AND THE TOWN OF MIAMI LAKES**

This Second Amendment to the Contract for the Town Landscape Maintenance between South Florida Maintenance Services, Inc. and the Town of Miami Lakes (the "Second Amendment") is made and entered into this ____th day of _____, 2009, by and between the Town of Miami Lakes, Florida, a municipal corporation of the State of Florida (the "Town") and South Florida Maintenance Services, Inc., a Florida corporation (the "Contractor").

WHEREAS, on July 1, 2004, the Town Council approved a Contract for Landscape maintenance Services (the "Contract") whereby Contractor would provide landscape maintenance services to the Town (the "Services"); and

WHEREAS, on April 10, 2007 the Town Council approved a First Amendment to Contract by Resolution No. 07-510 extending the term to July 1, 2009 and amending the Contract to provide for compensation as described therein (the "First Amendment"); and

WHEREAS, the Town desires to further amend and extend the Contract on the same terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Second Amendment, the parties agree as follows:

Section 1. Amendment to Agreement. The parties amend the Contract to read as follows¹:

2. **COMPENSATION/PAYMENT-**

2.1 Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.

2.3 The Contractor shall be compensated at the unit prices specified in the Bid Proposal based upon the actual Work completed for the month. The total compensation under

¹ Additions to existing text are shown by underline; deletions are shown by ~~strikeout~~.

this Agreement shall not exceed \$198,333.33 for the period from July 1, 2009 through September 30, 2009 ~~\$538,599.00~~ per year ~~\$4635,100.00~~ for the ~~2006-2007~~ Fiscal year, ~~\$792,900.00~~ for the 2007-2008 Fiscal Year, and ~~\$595,000.00~~ from October 1, 2008, through July 1, 2009.

3. **TERM-** This Agreement shall be effective upon execution by both parties and shall continue ~~for a term of three (3) years until September 30, 2009. until July 1, 2009.~~ The Town may, at its sole option, extend this Agreement on the same terms and conditions for up to two (2) additional ~~one (1) year terms.~~ Such extension shall be effective upon receipt of a written notice from the Town to the Contractor received no later than 30 days prior to the date of termination.

Section 2. No Further Modifications. All other terms and conditions of the Contract not in conflict or superseded by this Second Amendment shall remain in full force and effect as if set forth in full herein.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Second Amendment upon the terms and conditions above stated on the day and year first above written.

CONTRACTOR:

South Florida Maintenance Services, Inc.
9700 N.W. 79th Avenue
Miami, Florida 33016

TOWN:

Town of Miami Lakes
15700 NW 67th Avenue
Miami Lakes, Florida 33014

Authorized Representative

Frank Bocanegra
TOWN MANAGER

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:

Weiss, Serota, Helfman, Pastoriza,
Cole & Boniske, P.L.
TOWN ATTORNEY

Attest:

Marjorie Tejeda

DEPUTY TOWN CLERK