

RESOLUTION NO. 2018-2512

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A SECOND AMENDMENT FOR DEBRIS MONITORING SERVICES AGREEMENT WITH WITT O'BRIEN'S LLC FOR A TERM EXTENSION; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE SECOND AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside ("Town") entered into an Cooperative Purchasing Agreement dated November 12, 2013 with Witt O'Brien's LLC ("Consultant") to provide disaster debris monitoring services, which agreement "piggybacked" or relied on the Disaster Debris Monitoring Services Agreement procured and entered into between Indian Creek Village and Consultant (the "Agreement"); and

**WHEREAS**, the Town and Consultant subsequently entered into an Amendment for Debris Monitoring Services Agreement dated January 31, 2017 extending the term of the Agreement for one additional year through November 11, 2017 ("First Amendment"); and

**WHEREAS**, the Town and Consultant wish to further and retroactively extend the term of the Agreement for two (2) additional years through November 11, 2019, upon the same terms and conditions as contained in the Agreement, as set forth in the Second Amendment For Debris Monitoring Services Agreement attached hereto as Exhibit "A" ("Second Amendment"); and

**WHEREAS**, the Town Commission finds that the Second 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 Second Amendment between the Town and Consultant, substantially in the form attached hereto as Exhibit "A", is hereby approved. The Town Commission authorizes the Town Manager to execute the Second Amendment on behalf of the Town, together with such changes as may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

**Section 3. Implementation.** The Town Manager is authorized to take all action necessary to implement the purposes of the Second Amendment and this Resolution and the Agreement.

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

**PASSED AND ADOPTED** this 12th day of June, 2018.

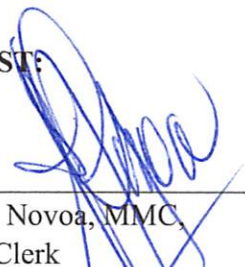
Motion by Commissioner Karukin.  
Second by Commissioner Paul.

**FINAL VOTE ON ADOPTION**

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

**SECOND AMENDMENT FOR DEBRIS MONITORING SERVICES AGREEMENT**

This Second Amendment for the Debris Monitoring Services Agreement ("Amendment") is effective May 29, 2018 by and between, the **Town of Surfside, FL** (hereinafter referred to as "Client") and **Witt O'Brien's LLC**, a Delaware Limited Liability Company, registered and authorized to do business in the State of Florida (hereinafter referred to as "Consultant").

**WHEREAS**, the parties entered into a Cooperative Purchasing Agreement dated November 12, 2013, which "piggybacked" on the Disaster Debris Monitoring Services Contract between Indian Creek Village and Consultant dated April 30, 2013 (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the parties entered into an Amendment For Debris Monitoring Services Agreement effective January 31, 2017, extending the term of the Agreement for one (1) additional year from November 12, 2016 to November 11, 2017 (the "First Amendment"); and

**WHEREAS**, the parties desire to further amend the Agreement in order to extend the Term and provide proper addresses and contact information for the purposes of Notice pursuant to the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the parties agree to amend the Agreement as follows:

1. Recitals. The parties agree that the above-referenced recitals are true and correct, and incorporated herein.
2. Term. The period of performance or term under the Agreement shall be amended to retroactively extend for two (2) additional years from November 12, 2017 to November 11, 2019 and by this mutual written agreement is to be renewed upon the same terms and conditions.
3. Notice. All notices from Consultant to the Client or from the Client to Consultant shall be deemed duly served if mailed or faxed to the other Party at the following addresses:

Witt O'Brien, LLC  
Attention: Cheryl Joiner  
1201 15<sup>th</sup> Street, NW  
Suite 600  
Washington, DC 20005

Town of Surfside  
Guillermo Olmedillo, Town Manager  
9293 Harding Avenue  
Surfside, Florida 33154

Telephone: (202) 585-0780  
Fax : (202)869-3736  
Email:  
Contractrequests@wittobriens.com

Telephone: (305) 861-4863  
Fax: (305) 993-5097  
Email: [golmedillo@townofsurfsidefl.gov](mailto:golmedillo@townofsurfsidefl.gov)

Consultant or the Client may change the above mailing addresses, fax numbers or email addresses at anytime upon giving the other party written notification. All notices must be in writing.

4. Ratification. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Second Amendment to the Agreement to be duly executed and effective as indicated below.

Town of Surfside, Florida	Witt O'Brien's, LLC
Guillermo Olmedillo Town Manager 9293 Harding Avenue Surfside, FL 33154 golmedillo@townofsurfside.gov 305-993-1052	Greg Fenton, COO Witt O'Brien's, LLC 1201 15 <sup>th</sup> Street, NW, Suite 600 Washington, DC 20005 contractrequests@wittobriens.com (202)585-0780