

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE, AT ITS APRIL 24, 2019 MEETING, TO INCLUDE, IN THE BUDGET FOR FISCAL YEAR 2019-2020, AN ENHANCEMENT FOR ADDITIONAL HOLIDAY LIGHTING DECORATIONS, PURSUANT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND ARTISTIC HOLIDAY DESIGNS, LLC, DATED NOVEMBER 7, 2017, IN THE ADDITIONAL AMOUNT OF \$140,000, ABOVE THE CURRENT CONTRACT AMOUNT OF \$535,440.28, FOR A TOTAL NOT TO EXCEED CONTRACT AMOUNT OF \$675,440.28; AND APPROVING, IN SUBSTANTIAL FORM, AMENDMENT NO. 2 TO THE AGREEMENT; SAID AMENDMENT CORRECTING THE TOTAL CONTRACT AMOUNT FOR FY 2018-2019 AND MEMORIALIZING THE ADDITIONAL ENHANCED SERVICES FOR FISCAL YEAR 2019-2020; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE FINAL AMENDMENT.

WHEREAS, on July 26, 2017, the Mayor and City Commission approved the award of Request for Proposals (RFP) No. 2017-077-JC for design, furnish, install, maintain, remove and store holiday lighting and decorations, City-wide (the RFP) to Artistic Holiday Designs, LLC ("Consultant") in an estimated annual amount of \$394,917.38, and

WHEREAS, on November 7, 2017, the City and Consultant executed a Professional Services Agreement (the Agreement), which incorporated the RFP and Consultant's bid, for an initial term of three (3) years, with two (2), one (1) year renewal options, at the City's discretion; and

WHEREAS, on December 1, 2017, pursuant to Section 4.2 of the Agreement, the City and the Consultant executed a Consultant Service Order, increasing the scope of the Agreement to incorporate the additional lighting of 41st Street, in a total amount of \$40,522.90, increasing the total annual contract amount to \$435,440.38; and

WHEREAS, on October 17, 2018, the Mayor and City Commission adopted Resolution No. 2018-30537, approving Amendment No. 1 to the Agreement, increasing the scope of the Agreement to include additional facilities and locations that will be enhanced by holiday décor and lighting for FY 2018-2019, in the additional amount of \$100,000.00, and referencing a not to exceed contract amount of \$494,917.38, instead of \$535,440.38; and

WHEREAS, on April 24, 2019, the Neighborhood/Community Affairs Committee recommended in favor of including in the budget for FY 2019-2020, an enhancement to the current service level, in the amount of \$140,000.00, increasing the total contract sum to a not to exceed amount of \$675,440.38; and

WHEREAS, an amendment to the Agreement is necessary in order to correct the not to exceed contract amount for FY 2018-2019, to reflect \$535,440.28, and to incorporate the recommended enhancements for FY 2019-2020; and

WHEREAS, the Administration recommends the approval, in substantial form, of Amendment No. 2 to the Agreement, a copy of which is incorporated herein by reference and attached to this Resolution as Exhibit "1".

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the Neighborhood/Community Affairs Committee, at its April 24, 2019 Meeting, to include in the budget for fiscal year 2019-2020, an enhancement for additional holiday lighting decorations, pursuant to the Professional Services Agreement between the City and Artistic Holiday Designs, LLC, dated November 7, 2017, in the amount of \$140,000, above the current contract amount of \$535,440.28, for a total not to exceed contract amount of \$675,440.28; and approve, in substantial form, Amendment No. 2 to the Agreement; said amendment correcting the total contract amount for FY 2018-2019 and memorializing the additional enhanced services for fiscal year 2019-2020; and further authorize the City Manager to execute the final amendment.

PASSED and ADOPTED this 8th day of May 2019.

Dan Gelber, Mayor

ATTEST:

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

22 Oct 5-5-19

City Attorney AM Date

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
ARTISTIC HOLIDAY DESIGNS, LLC**

This Amendment No. 2 (Amendment) to the Professional Services Agreement, dated November 7, 2017, by and between the **CITY OF MIAMI BEACH, FLORIDA** a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "City"), and **ARTISTIC HOLIDAY DESIGNS, LLC**, whose address is 2030 Parkes Drive, Broadview, IL 60155 ("Consultant"), is entered into this _____ day of April, 2019.

RECITALS

WHEREAS, on July 26, 2017, the Mayor and City Commission adopted Resolution No. 2017-29956, approving the award of Request for Proposals ("RFP") No. 2017-077-JC for design, furnish, install, maintain, remove and store holiday lighting and decorations, City-wide (the "RFP") to Artistic Holiday Designs, LLC (Consultant) in an estimated annual amount of \$394,917.38, and

WHEREAS, on November 7, 2017, the City and Consultant executed a Professional Services Agreement (the Agreement), which incorporated the RFP and Consultant's bid, for an initial term of three (3) years, with two (2), one (1) year renewal options, at the City's discretion; and

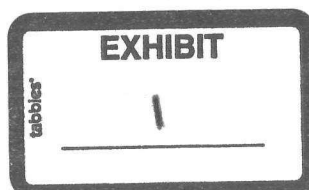
WHEREAS, on December 1, 2017, pursuant to Section 4.2 of the Agreement, the City and the Consultant executed a Consultant Service Order, increasing the scope of the Agreement to incorporate the additional lighting of 41st Street, in a total amount of \$40,522.90, increasing the total annual contract amount to \$435,440.38; and

WHEREAS, on October 17, 2018, the Mayor and City Commission adopted Resolution No. 2018-30537, approving Amendment No. 1 to the Agreement, increasing the scope of the Agreement to include additional facilities and locations that will be enhanced by holiday décor and lighting, for FY 2018-2019, in the additional amount of \$100,000.00, and referencing a not to exceed contract amount of \$494,917.38, instead of \$535,440.38; and

WHEREAS, the funding for the current service level and the enhancement, in the total sum of \$535,440.38 was approved and adopted during the FY 2018-2019 second budget hearing of September 26, 2018; and

WHEREAS, on April 24, 2019, the Neighborhood/Community Affairs Committee recommended in favor of including in the budget for FY 2019-2020, an enhancement to the current service level, in the amount of \$140,000.00; therefore, increasing the total contract sum to a not to exceed amount of \$675,440.38; and

WHEREAS, on May 8, 2019, the Mayor and City Commission adopted Resolution No. _____, accepting the recommendation of the NCAC and approving



Amendment No. 2 to the Agreement, correcting the total contract sum for Amendment No. 1 and memorializing the enhancements for FY 2019-2020.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Contractor hereby agree to amend the Agreement as follows:

1. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this Amendment.

2. MODIFICATIONS.

The Agreement is hereby modified (deleted items ~~struck through~~ and inserted items underlined) as follows:

- (a) Section 49 "ADDITIONAL SERVICES" of Section 0200 "INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS", of the RFP is hereby deleted in its entirety and replaced, as follows:

49. ADDITIONAL SERVICES

ADDITION OF SITES AND/OR SERVICES BY THE CITY: The City Manager may request programming of controllers of lights for special events, holidays or for other locations ("Additional Services"). Any proposals for Additional Services must be approved by the City Manager, in writing, prior to being implemented, and memorialized by an amendment to the Agreement, executed by the City Manager and Consultant. The total amount of the Additional Services may not exceed \$100,000, or such greater amount as may be approved by the City Commission for each contract year.

- (b) Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

2.1 SERVICES

- A. In consideration of the Fee to be paid to Consultant by the City, Consultant shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although Consultant may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Consultant; where the Services are performed (although the City will provide Consultant with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Consultant shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, Consultant should contact the following person:

Property Management Division
City of Miami Beach
1833 Bay Road
Miami Beach, Florida 33139
Attention: Adrian Morales, Director
Email: AdrianMorales@miamibeachfl.gov

B. ADDITIONAL SERVICES FOR 2018-2019 ("YEAR 2").

During year 2 of the Agreement, additional services and products shall be incorporated as part of the Services, as more particularly described in the proposal attached as Schedule "B-1" to Exhibit "A", in an amount not to exceed \$100,000.00. Accordingly, the "Annual Cost to the City" section of Schedule "B" to Exhibit "A" is amended as more particularly described in Schedule "B-1".

C. ADDITIONAL SERVICES FOR 2019-2020 ("YEAR 3").

During year 3 of the Agreement, additional services and products shall be incorporated as part of the Services, as more particularly described in the proposal attached as Schedule "B-2" to Exhibit "A", in an amount not to exceed \$140,000.00. Accordingly, the "Annual Cost to the City" section of Schedule "B" to Exhibit "A" is amended as more particularly described in Schedule "B-2".

- (c) Attachment "E-1", attached to the Agreement pursuant to Amendment No. 1, is hereby deleted in its entirety.

3. RATIFICATION.

Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____

Rafael E. Granado, City Clerk

Jimmy L. Morales, City Manager

Date

Date

FOR CONSULTANT:

**ARTISTIC HOLIDAY DESIGNS,
LLC**

ATTEST:

By: _____

Secretary

President

Print Name

Print Name

Date

Date

ATTACHMENT "B-1"
(PROPOSAL FOR ADDITIONAL WORK FOR FY 2018-2019)

ATTACHMENT "B-2"
(PROPOSAL FOR ADDITIONAL WORK FOR FY 2019-2020)