

**RESOLUTION NO. 2023 – 4164**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GREENS GRADE SERVICES, INC. FOR GOLF COURSE MAINTENANCE LABOR STAFFING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 29, 2018, the City of Miami Springs (the “City”) issued Request for Proposals No. 02-18/19 (the “RFP”) for golf course maintenance labor staffing services (the “Services”); and

**WHEREAS**, pursuant to the RFP, on December 26, 2018, the City entered into an agreement (the “Agreement”) with Greens Grade Services, Inc. (the “Contractor”) for the Services; and

**WHEREAS**, the Agreement is set to expire on December 26, 2023; and

**WHEREAS**, the City Council desires to approve a First Amendment to the Agreement (the “First Amendment”) in substantially the form attached hereto as Exhibit “A” to extend the term of the Agreement through December 26, 2028; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** The City Council approves the First Amendment to the Agreement with the Contractor.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to execute the First Amendment to the Agreement with the Contractor in substantially the form attached hereto as Exhibit “A,” subject to the final approval of the City Attorney as to form, content, and legal sufficiency.

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

The foregoing Resolution was offered by Councilman Fajet who moved its adoption. The motion was seconded by Councilman Vazquez and upon being put to a vote, the vote was as follows:

Vice Mayor Jacky Bravo	<u>YES</u>
Councilman Jorge Santin	<u>YES</u>
Councilman Dr. Walter Fajet	<u>YES</u>
Councilman Dr. Victor Vazquez	<u>YES</u>
Mayor Maria Puente Mitchell	<u>YES</u>

PASSED AND ADOPTED this 11th day of December, 2023.

  
\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

  
\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

  
\_\_\_\_\_

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY

**EXHIBIT A**

**First Amendment to Professional Services Agreement with Greensgrade, Inc.**

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MIAMI SPRINGS  
AND  
GREENS GRADE SERVICES , INC.**

**THIS FIRST AMENDMENT** to the **PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is entered into as of the 13th day of December, 2023 (the “Effective Date of First Amendment”), by and between the **CITY OF MIAMI SPRINGS**, a Florida municipal corporation, (the “City”) and **GREENS GRADE SERVICES, INC.**, a Florida corporation (hereinafter, the “Contractor”), collectively referred to as the “Parties.”

**WHEREAS**, on November 29, 2018, the City issued Request for Proposals No. 02-18/19 (the “RFP”) for golf course maintenance labor staffing services (the “Services”); and

**WHEREAS**, pursuant to the RFP, on December 26, 2018, the City entered into the agreement (the “Agreement”) attached hereto as Exhibit “A” with the Contractor for the Services, consistent with the Contractor’s Proposal attached hereto as Exhibit “B”; and

**WHEREAS**, the Agreement is set to expire on December 26, 2023; and

**WHEREAS**, the City and Contractor desire to enter into this First Amendment to the Agreement to extend the term of the Agreement through December 26, 2028; and

**WHEREAS**, the City and the Contractor have agreed to amend the Agreement as further set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein, the City and Contractor agree as follows:<sup>1</sup>

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **Compensation.** Compensation for the Services provided by the Contractor shall be in accordance with hourly rates of the Contractor’s Proposal attached as Exhibit “B” in an amount not to exceed \$322,608.

3. **Amendment of Section 3 of the Agreement.** Section 3 of the Agreement is amended as follows:

2.1. This Agreement shall become effective upon execution by both parties and shall remain effective through ~~December 26, 2023~~ December 26, 2028, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement

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

by an additional 180 days by written notice to the proposer.

4. **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.

5. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

6. **Defined Terms.** All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

7. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

**[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the day and year Second stated above.

**CITY OF MIAMI SPRINGS**

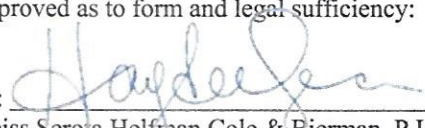
**CONTRACTOR**

By:   
J.C. Jimenez, ICMA-CM  
City Manager

By:   
Entity: Greens Grade Services, Inc.

Attest:  
By:   
Erika Gonzalez, MMC  
City Clerk



Approved as to form and legal sufficiency:  
By:   
Weiss Serota Helfman Cole & Bierman, P.L.  
City Attorney

**Addresses for Notice:**  
City of Miami Springs  
Attn: City Manager  
201 Westward Drive  
Miami Springs, FL 33166  
305-805-5011 (telephone)  
jimenezjc@miamisprings-fl.gov (email)

**Addresses for Notice:**  
12253 NW 11TH STREET  
Pembroke Pines, FL 33026  
Attn: President  
\_\_\_\_\_  
954-309-6984 (telephone)  
greensgrade@bellsouth.net (email)

**With a copy to:**  
Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Haydee Sera, Esq.  
City of Miami Springs Attorney  
2800 Ponce de Leon Boulevard, 12<sup>th</sup> Floor  
Coral Gables, FL 33134  
hsera@wsh-law.com (email)

**With a copy to:**  
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\_\_\_\_\_  
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\_\_\_\_\_ (telephone)  
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