

**AMENDMENT NO. 3
TO
AGREEMENT BETWEEN
TOWN OF CUTLER BAY
AND
BRIGHTVIEW LANDSCAPING SERVICES, INC.
FOR
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES**

THIS THIRD AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into this ____ day of July, 2019 (“Effective Date”), by and between the Town of Cutler Bay, Florida, a Florida municipal corporation (“Town”) and BrightView Landscaping Services, Inc. (“Landscape Contractor”), who shall collectively be referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Town and the Landscape Contractor entered into an Agreement dated May 1, 2013 (“Agreement”) attached hereto as Exhibit “A”, for the Town park landscaping services as outlined in Request for Proposals No. 13-01 –Comprehensive Parks Landscape/Grounds Maintenance Services; and

WHEREAS, on February 19, 2014, the Town adopted Resolution No. 14-09, which approved Amendment No. 1 for the addition of landscape/grounds maintenance for Blue Heron Park (formerly known as Lakes by the Bay Linear Park) with the same terms and conditions as defined in RFP No. 13-01; and

WHEREAS, on October 19, 2016, the Town adopted Resolution No. 16-61, which approved Amendment No. 2 authorizing the name change from ValleyCrest Landscape Maintenance, Inc. to BrightView Landscaping Services, Inc.; and

WHEREAS, the Town wishes to modify the existing Agreement in accordance with the terms and conditions set forth in this Amendment; and

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties, desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. **Amendments Control.** In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the Agreement, the terms of this Amendment shall prevail and govern.
3. **Defined Terms.** All initial capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement unless otherwise provided.
4. **Counterparts.** This Amendment may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by electronic mail. Each executed counterpart of this Amendment will constitute an original document and all executed counterparts, together, will constitute the same Amendment.
5. **Amendment of Section 1.3 of the Agreement.** Section 1.3 of the Agreement is deleted and replaced as follows:

1.3 **TERM** This Agreement shall be effective upon execution by the Parties and shall continue ~~for a term of three (3) years~~ until October 2, 2024. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to ~~three (3)~~ two (2) additional years (the "Option"). Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than thirty (30) days prior to the date of termination.

6. **No Further Modifications.** Except as modified herein, the terms of the Agreement shall remain unchanged and in full force and effect.

[SPACE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date written above.

WITNESSES:

Print: _____

Print: _____

LANDSCAPE CONTRACTOR

By: _____

Print: _____

BrightView Landscaping Services, Inc.

Dated this ____ day of July, 2019.

ATTEST:

Debra Eastman, MMC
Town Clerk

Approved as to form and legality for
the use of and reliance by the
Town of Cutler Bay only:

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

TOWN OF CUTLER BAY, FLORIDA

By: _____

Rafael G. Casals

Town Manager

Dated this ____ day of July, 2019.

Town Resolution No. 19-_____