

RESOLUTION NO. 06-363

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE CONTRACT FOR INFORMATION TECHNOLOGY SUPPORT SERVICES BETWEEN SEVERN TRENT SERVICES-MOYER AND THE TOWN OF MIAMI LAKES; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO FINALIZE THE TERMS OF THE AMENDMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 1, 2004, the Town Council approved an Agreement, (the “Agreement”) whereby Severn Trent Services-Moyer (“Severn Trent”) would provide information technology support services to the Town; and

**WHEREAS**, on April 12, 2005, the Town Council approved the First Amendment to the Agreement which amended the termination section of the Agreement so that the Agreement would terminate if the total owed cost reached \$25,000; and

**WHEREAS**, the total owed cost of the Agreement has reached \$25,000; and

**WHEREAS**, the Town staff is presently preparing bid documents for information technology support service providers; and

**WHEREAS**, the Town will need to continue to obtain information technology support services until a subsequent contract is awarded; and

**WHEREAS**, the Town desires to amend the Agreement (the “Second Amendment”) so that Severn-Trent may continue to provide services to the Town under the Agreement; and

**WHEREAS**, the Town Council finds that approving the Second Amendment is in the best interest of the Town.

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

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

**Section 2. Approval of Second Amendment.** The Second Amendment to the Agreement between Severn Trent and the Town of Miami Lakes, a copy of which is attached as Exhibit "A," 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 his or her designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Second Amendment.

**Section 4. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Second Amendment.

**Section 5. Execution of Agreement.** 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 tenth day of January, 2006.

Motion to adopt by Mary Collins, second by Peter Thomson.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	<u>yes</u>
Vice Mayor Robert Meador	<u>absent</u>
Councilmember Roberto Alonso	<u>yes</u>
Councilmember Mary Collins	<u>yes</u>
Councilmember Michael Pizzi	<u>absent</u>
Councilmember Nancy Simon	<u>absent</u>
Councilmember Peter Thomson	<u>yes</u>

Wayne Slaton  
Wayne Slaton  
MAYOR

ATTEST:

Debra Eastman  
Debra Eastman, MMC  
TOWN CLERK

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

[Signature]  
Weiss, Serota, Helfman, Pastoriza,  
Cole & Boniske, P.A.  
TOWN ATTORNEY

**EXHIBIT A**

**SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN SEVERN TRENT ENVIRONMENTAL SERVICES, INC.  
AND THE TOWN OF MIAMI LAKES**

This Second Amendment to the Agreement for Professional Services between Severn Trent-Moyer and the Town of Miami Lakes (the "Second Amendment") is made and entered into this \_\_\_\_th day of \_\_\_\_\_, 2006, by and between the Town of Miami Lakes, Florida, a municipal corporation of the State of Florida (the "Town") and Severn Trent-Moyer, a Florida corporation (the "Severn Trent").

**WHEREAS**, on September 1, 2004, the Town entered into an Agreement, attached as Exhibit "A," (the "Agreement") whereby Severn Trent shall provide information technology support services to the Town (the "Services"); and

**WHEREAS**, on April 12, 2005 the Town Council approved the First Amendment to the Agreement, whereby the total compensation amount was increased by \$15,000 for a total value of \$25,000 and Severn Trent was to be reimbursed \$1,000 per month for the cost of a T1 data line for internet connectivity; and

**WHEREAS**, the Town desires to amend the Agreement so that Severn Trent may continue to provide services to the Town.

**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 Agreement to read as follows:

**CONTRACT FOR PROFESSIONAL SERVICES**

\* \* \*

- 3.1 For all services described in Sections 2.1.1 to 2.1.9, except for those services described in 3.2, the Town shall pay ~~based on Attachment "A"~~ Severn Trent based on the hourly fee service schedule described in

“Attachment A,” and attached hereto and made part of this Agreement. Total compensation for this contract shall not exceed \$25,000 the Town’s budgeted funds for said services.

\* \* \*

8.6 ~~This Agreement shall terminate if the total owed cost of the Agreement, not including reimbursements has reached \$25,000.~~

**Section 2. No Further Modifications.** All other terms and conditions of the Agreement 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:**

Severn Trent-Moyer  
210 North University Drive, Suite 301  
Coral Springs, Florida 33071

**TOWN:**

Town of Miami Lakes  
6853 Main Street  
Miami Lakes, Florida 33014

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James P. Ward

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Alex Rey  
TOWN MANAGER

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

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

Attest:

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Debra Eastman, MMC  
TOWN CLERK