

# **Agreement**

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This Agreement, 2014-94 is made this day of August 2014, by and between Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless by Cellco Partnership, located at One Verizon Way, Basking Ridge, New Jersey 07920-1097 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

### II. Recitals

Whereas the Town desires to enter into an agreement with Verizon Wireless Personal Communications LP ("Verizon") for the purchase of Mobile Communication Services in an amount not to exceed a budgeted amount of \$25,000.00; and

Whereas Verizon has agreed to provide said Services to the Town in accordance with its contract with The State of Florida dated on January 20, 2012, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Verizon, in accordance with the terms of The State of Florida contract, which is attached hereto as "Exhibit A" and made a part of this Agreement.

Therefore both parties agree as follows:

## III. Services

Verizon shall provide the purchase of Mobile Communication Services to the Town in accordance with the terms of the above referenced State of Florida contract. All other terms and conditions of said contract, a copy of which is attached hereto as "Exhibit A", are incorporated herein by reference, except to the extent otherwise provided herein.

## IV. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Verizon from The State of Florida contract:

#### **CONTRACT NUMBER**

The Town of Miami Lakes' Mobile Communication Services Contract shall be referenced as Contract # 2014-94.

### **EFFECTIVE DATE**

Month August Day 28th of 2014



#### **SUBCONTRACTORS**

Contractor shall not subcontract any of the Work to be performed under this Contract

### INVOICING

Contractor shall provide the Town with an invoice once per month for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- · Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

#### **INVOICES**

Contractor shall provide the Town with an invoice subsequent to completion and acceptance of the Work. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Purchase Order Number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed, including location(s) where the Work was performed and which department requested the Work
- Prices of Tasks performed
- Extended prices
- Total value of the invoice



Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

### **INSURANCE**

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

### IV. Points of Contact

The points of contact for the Town shall be:

**Verizon Wireless Personal Communications LP** 

<u>Contract Management</u>: Gary Fabrikant, Procurement Manager (305) 364-6100 ext. 1199 <a href="mailto:fabrikantg@miamilakes-fl.gov">fabrikantg@miamilakes-fl.gov</a>

Project Manager: Andrea Agha, Director of Admin & Neighborhood Services

(305) 364-6100 ext. 1151 aghaa@miamilakes-fl.gov

Name of Signatory:	Alex Rey, Town Manager
	Attest Marjorie Tejeda, Town Clerk
	Marjorie Tejeda, Town Clerk  GINA M. FNGOANZO DEPOTY TOWN  CLERK

**Town of Miami Lakes** 



# **CORPORATE RESOLUTION**

WHEREAS, <u>Verizon Wireless Personal Communications LP</u> desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
DIRECTORS that the
(type title of officer)
is hereby authorized (type name of officer)
and instructed to enter into a contract, in the name and on behalf of this corporation, with the
Town of Miami Lakes upon the terms contained in the proposed Agreement to which this
resolution is attached.
DATED this day of, 20
Corporate Secretary

(Corporate Seal)

6601 Main Street • Miami Lakes, Florida, 33014 Office: (305) 364-6100 • Fax: (305) 558-8511 Website: www.miamilakes-fl.gov