

RESOLUTION NO. 02-57

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN SEVERN TRENT ENVIRONMENTAL SERVICES, INC. AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") desires to employ Severn Trent Environmental Services, Inc. ("Severn Trent") to provide professional financial and administrative services to the Town in accordance with the professional services agreement attached as Exhibit "A" (the "Agreement"); and

WHEREAS, approval of the Agreement 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. The Agreement between Severn Trent and the Town of Miami Lakes, attached as Exhibit "A," is approved and the Town Manager is authorized to execute the Agreement on behalf of the Town.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of February, 2002.

ATTEST:

Reah M. Guttler
Town Clerk

Wayne Slaton
WAYNE SLATON, MAYOR

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature]
Town Attorney

M-Thomson/s-Collins

| Council Member | Vote |
|-----------------------------|------|
| Mayor Wayne Slaton | yes |
| Vice Mayor Roberto Alonso | yes |
| Councilmember Mary Collins | yes |
| Councilmember Robert Meador | yes |
| Councilmember Michael Pizzi | yes |
| Councilmember Nancy Simon | yes |
| Councilmember Peter Thomson | yes |

MARSH USA INC **CERTIFICATE OF INSURANCE** **CERTIFICATE NUMBER CLE-000681572-00**

PRODUCER
 MARSH USA INC.
 TWO LOGAN SQUARE
 PHILADELPHIA, PA 19103-2797

S27409-ALL-GAWUP-00-01 0810

INSURED
 SEVERN TRENT SERVICES, INC.
 ENVIRONMENTAL SERVICES GROUP
 16337 PARK ROW
 HOUSTON, TX 77064

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A ST. PAUL FIRE & MARINE INS CO
- COMPANY
B ST. PAUL SURPLUS LINE
- COMPANY
C
- COMPANY
D

Original Certificate w/ seal is being mailed to you 2/22/02

COVERAGES *This certificate supersedes and replaces any previously issued certificate for the insured.*
 THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH IT PERTAINS, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS MAY HAVE BEEN REDUCED BY PAID CLAIMS

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--------|--|----------------------|----------------------------------|-----------------------------------|---|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT | IT06601102 (AOS) | 03/31/01 | 03/31/02 | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) \$ 1,000,000 |
| | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | COMBINED SINGLE LIMIT \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS COMP. DED. \$250 COLL. DED. \$500 | IT06601102 (AOS) | 03/31/01 | 03/31/02 | BODILY INJURY (Per person) \$ |
| | | IT06601103 (TX) | 03/31/01 | 03/31/02 | BODILY INJURY (Per accident) \$ |
| | | MA08600013 (MASS) | 03/31/01 | 03/31/02 | PROPERTY DAMAGE \$ |
| | | IT06601106 (VA) | 03/31/01 | 03/31/02 | AUTO ONLY - EA ACCIDENT \$ |
| | | | | | OTHER THAN AUTO ONLY: \$ |
| A | <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | IT06601102 (AOS) | 03/31/01 | 03/31/02 | EACH OCCURRENCE \$ 10,000,000 |
| | | | | | AGGREGATE \$ 10,000,000 |
| | | | | | |
| A | <input checked="" type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | IT06601102 (AOS) | 03/31/01 | 03/31/02 | EACH OCCURRENCE \$ 500,000 |
| | | | | | AGGREGATE \$ 500,000 |
| A | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE <input checked="" type="checkbox"/> INCL. <input type="checkbox"/> EXCL. | WVA2800649 (MA & WI) | 03/31/01 | 03/31/02 | EL EACH ACCIDENT \$ 500,000 |
| | | WVA2800648 (AOS) | 03/31/01 | 03/31/02 | EL DISEASE-POLICY LIMIT \$ 500,000 EL DISEASE-EACH EMPLOYEE \$ 500,000 |
| B | <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> PROFESSIONAL / POLLUTION LIABILITY | LC05526553 | 03/31/01 | 03/31/02 | LIMIT: \$3,000,000 DEDUCTIBLE: \$50,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE S/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)
 RE: TOWN OF MIAMI LAKES
 CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS THEIR INTERESTS MAY APPEAR TO THE GENERAL AND AUTOMOBILE LIABILITY POLICIES.

CERTIFICATE HOLDER
 TOWN OF MIAMI LAKES
 ATTN: DENNIS WHITE, TOWN MANAGER
 6853 MAIN STREET
 MIAMI LAKES, FL 33014

CANCELLATION
 SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.
 by: Martin J Samchalk *Martin J. Samchalk*
 VALID AS OF: 02/22/02

RESOLUTION No. 02-57
EXHIBIT "A"

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 12TH day of February, 2002, by and between the Town of Miami Lakes, a Florida municipal corporation (the "Town"), and Severn Trent Environmental Services, Inc., ("Severn Trent").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agrees as follows:

1. PURPOSE/AUTHORIZATION

- 1.1. The purpose of this Agreement is to provide for the Town's retention of Severn Trent to perform financial and administrative services for the Town as described in Section 2 below.
- 1.2. Severn Trent shall be authorized to perform the Financial and Administrative Services specified in this Agreement on behalf of the Town as required under Florida law.

2. SCOPE OF SERVICES

Severn Trent shall provide the following services to the Town:

2.1 Financial Services

Revenue Collection:

- 2.1.1. Coordinate with local, state and federal agencies charged with collection and disbursement of all Town revenues, including taxes, assessments, fees, charges and other impositions.
- 2.1.2. Administer the fees, charges and their miscellaneous revenues pertaining to utilities, private enterprises and individuals as they interface with Town programs.
- 2.1.3. Apply enforcement actions to induce payment in accordance with the Town's policies and procedures.
- 2.1.4. Prepare monthly financial reports showing revenues and expenses to date in comparison with budget projections.

Capital Program Administration:

- 2.1.5. Coordinate with the Town Manager and other Town staff or consultants as directed by the Town Manager on the capital needs of the Town.

2.1.6. Assist the Town in obtaining financing if necessary and maintain proper fund accounting procedures.

2.1.7. Administer and assist the Town Manager in implementing capital program financing.

Investment Services:

2.1.8. Prepare investment policies and procedures pursuant to State law and Town Charter.

2.1.9. Invest Town funds pursuant to approved policies.

2.1.10. Produce timely investment reports stating the effectiveness of the chosen investment policy.

Fund Accounting:

2.1.11. Establish Fund Accounting System in accordance with Governmental Accounting Standards Board, the Uniform Accounting System prescribed by the Florida Department of Banking and Finance for Government Accounting and the Rules of the Auditor General.

2.1.12. Prepare Public Depositor's Report and distribution to State Treasurer.

Accounts Payable/Accounts Receivable:

2.1.13. Administer the purchase order system, periodic payment of invoices.

2.1.14. Coordinate tax collection, franchise fees, utility taxes, simplified communications services tax and all other Town receivables and fees.

General Fixed Asset Accounting:

2.1.15. Assets constructed by or donated to the Town for maintenance.

2.1.16. Inventory of Town property in accordance with the Rules of the Auditor General.

Budgeting:

- 2.1.17. Prepare and submit annual budgets to the Town Manager.
- 2.1.18. Liaison with all Town departments for annual budget categories.
- 2.1.19. Provide materials for and attend all budget meetings, hearings and workshops.
- 2.1.20. Submit all required documentation to the Department of Revenue and provide all necessary reports for public advertisements and public hearings.

Comprehensive Annual Financial Report (CAFR):

- 2.1.21. Prepare the Town's Comprehensive Annual Financial Report for Units of Local Government and distribute to the State Comptroller.

Risk Management:

- 2.1.22. Review and recommend to the Town Manager the purchase of all insurance types.
- 2.1.23. Process and assist in the investigation of insurance claims.
- 2.1.24. Maintain proper insurance coverages.

Purchasing:

- 2.1.25. Institute procurement policies and procedures in accordance with applicable federal, state and Town laws and ordinances.
- 2.1.26. Assist in selection of vendors.
- 2.1.27. Participate in county and state level purchase plans.
- 2.1.28. Provide a centralized purchasing facility for the Town.
- 2.1.29. Prepare RFPs, RFQs and other bid documents as directed by the Town Manager.
- 2.1.30. Submit requisitions.

Staffing and Human Resources:

- 2.1.31. Provide administrative and operational level personnel.
- 2.1.32. Ensure proper functioning of Town's payroll, include payments of fringe benefit, insurance, federal withholding, Medicaid, social security and other required tax and other Town-specific and general law provided human resources functions.
- 2.1.33. Continually evaluate proper staffing levels, make recommendations to the Town Manager, and upon approval of the Town Manager, adjust staffing levels to the needs of the community in order to provide the services required in this Agreement.
- 2.1.34. Designate a representative to serve as the Town's Finance Director.

Other:

- 2.1.35. Provide other Financial Services as determined by the Town Manager and Severn Trent by mutual agreement.

2.2 **ADMINISTRATIVE SERVICES**

Records Management:

- 2.2.1. Implement a custom-designed Document Management System ("System") to facilitate creating and saving all electronic and paper documents into the system (Word & Excel), then archiving these documents.
- 2.2.2. Improve employee productivity, collaboration, and document security by allowing the users to search for documents by profile information, content, person who created them or even last person to edit the document. Users may also modify a previously created document for their use while leaving the original document unmodified.
- 2.2.3. Provide a document scanning station so that any and all paper documents such as signed contracts, ordinances, resolutions, and other important Town documents may be imported into the Document Management System using the Document Scanning Station.

- 2.2.4. Provide nine (9) laptop computers to the members of the Town Council, Town Manager and Town Clerk to be utilized as a part of the Records Management System and specifically during meetings with agendas on Compact Disks.
- 2.2.5. Protect integrity of all public records in accordance with the requirements of State law.
- 2.2.6. Promote sharing of information and collaborative work between all Town staff.
- 2.2.7. Provide an application server that will store and manage the PC DOCS data at a network operations center located in the state of Florida for backup reliability, network security and connectivity.

Information Technologies:

- 2.2.8. Reconfigure the current network from peer-to-peer to a Domain to account for handling future growth and technologies. Connect the Town Attorney to the network.
- 2.2.9. Install and configure a Windows 2000 RAID 5 server at the City offices to improve performance, insure against data loss, and minimize potential down time.
- 2.2.10. Provide centralized management of all network resources and a central location for the storage of the City's documents.
- 2.2.11. Insure data security and integrity with a nightly backup and the ability to restore from a central location.
- 2.2.12. Replace current desktops with five (5) Dell Optiplex workstations.
- 2.2.13. Maintain software and hardware uniformity and interchangeability among users.
- 2.2.14. Provide network laser printers.
- 2.2.15. Maintain a three-year replacement program for all computers and equipment.
- 2.2.16. Design and supervise installation of all Category 5 data cabling.

- 2.2.17. Provide a T-1 data line for communications and data sharing with the Severn Trent network.
- 2.2.18. Provide all users and the Town Attorney with internet and e-mail connections for internal and external communications and common contact lists and scheduling.

Town Website:

- 2.2.19. Design and host the Town's website containing departmental descriptions, Council meeting schedule, meeting agendas, agenda packages and minutes.
- 2.2.20. Update the site bi-monthly to post latest agendas, packages and minutes and redesign the site annually.
- 2.2.21. Publish Town-provided GIS database interface on the website.
- 2.2.22. Provide on-line basic permitting in conjunction with the CityView Municipal Management Software.

Databases - Municipal Management Software:

- 2.2.23. Install, configure and setup a Municipal Management Software.
- 2.2.24. Provide a common interface for all of the Town's permitting, licensing, planning, zoning, and development requirements.
- 2.2.25. Allow for the integration of GIS information with properties archived with all historical information and viewed in map format.
- 2.2.26. Integrate CityView with the PC Docs Document Management System so that city documents may be used as supporting documents for the building, permitting, planning and zoning process.

Departmental Support:

- 2.2.27. Provide overall administrative support of all Town functions and departments.
- 2.2.28. Provide administrative-level on-site personnel as desired by the Town.

Other Included Services:

- 2.2.29. Provide other Administrative Services as determined by the Town Manager and Severn Trent by mutual agreement.

3. COMPENSATION

- 3.1. For all Financial Services provided by Severn Trent as described in Section 2.1 of this Agreement, the Town shall pay Severn Trent an annual professional fee of \$125,000.00 paid in equal monthly installments in the amount of \$10,417.67. After the initial year of this agreement, the Town shall consider price adjustments not to exceed 5% and shall evidence such adjustments in its adopted or amended fiscal year budget. Fees for Financial Services shall be billed and paid pursuant to monthly invoices submitted by Severn Trent to the Town.
- 3.2. For all Administrative Services provided by Severn Trent as described in Section 2.2 of this Agreement, the Town shall pay Severn Trent an annual professional fee of \$299,000.00 paid in equal monthly installments in the amount of \$24,916.67. After the initial year of this agreement, the Town shall consider price adjustments not to exceed 5% and shall evidence such adjustments in its adopted or amended fiscal year budget. Fees for Administrative Services shall be billed and paid pursuant to monthly invoices submitted by Severn Trent to the Town.
- 3.3. Additional non-Severn Trent employees, with the exception of the Town Attorney, can be added to the Town's computer system at an annual cost of \$5,000 per user and additional locations can be added to the system at an annual cost of \$15,000 per location and \$5,000 per user at additional locations. After the initial year of this agreement, the Town shall consider price adjustments not to exceed 5% and shall evidence such adjustments in its adopted or amended fiscal year budget. Fees for additional information

technologies services shall be billed and paid pursuant to monthly invoices submitted by Severn Trent to the Town.

- 3.4 The Town shall pay Severn Trent within 30 calendar days of approval by the Town Manager of any invoices submitted by Severn Trent to the Town.

4. RECORDS/RIGHT TO INSPECT AND AUDIT

- 4.1. All records, books, documents papers and financial information (the "Records") that result from Severn Trent providing services to the Town under this Agreement shall be the property of the Town.
- 4.2. Upon termination or expiration of this Agreement, or at any time upon the written request of the Town Manager, any and all such Records shall be delivered to the Town by Severn Trent within 15 calendar days from the date of the request.
- 4.3. Severn Trent shall maintain records, books, documents, papers and financial information pertaining to work performed under this Agreement during the term of this Agreement and for a period of three (3) years following termination of this Agreement.
- 4.4. The Town Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of Severn Trent involving transactions related to this Agreement.
- 4.5. The Town may cancel this Agreement for refusal by Severn Trent to allow access by the Town Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

5. INDEMNIFICATION

- 5.1. Severn Trent shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Severn Trent's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Severn Trent and third parties made pursuant to this Agreement. Severn Trent shall reimburse the Town for all its expenses including reasonable

attorney fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Severn Trent's performance or non-performance of this Agreement.

- 5.2. Severn Trent shall indemnify, defend and hold the Town harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation brought under federal or state law.
- 5.3. Severn Trent shall indemnify, defend and hold the Town harmless from any claims that any software used and/or furnished by Severn Trent infringes or misappropriates any registered copyright, patent or trademark based upon the use of the software in the performance of this Agreement. Further, Severn Trent shall indemnify, defend and hold the Town harmless against any claims of infringement based upon the use of a superseded or altered version of the software provided by Severn Trent. If a final injunction is obtained against the use of any part of the software by reason of infringement of a registered copyright or patent, Severn Trent will either (i) procure for the Town the right to continue to use the software; (ii) modify the software so that it becomes noninfringing; or (iii) provide the Town with acceptable alternative software.
- 5.4. The provisions of this section shall survive termination of this Agreement.

6. INSURANCE

- 6.1. Severn Trent shall maintain at its sole cost and expense all times, in addition to any other insurance the Town may reasonably require, professional liability insurance, employee dishonesty insurance, employer's liability insurance, comprehensive general liability insurance and automotive liability insurance with minimum policy limits for each coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence, single limit for property damage and bodily injury, including death. The Town shall be named as an additional insured on each of the above policies, unless prohibited by law, and Severn Trent shall provide Town with a certificate evidencing same. Each policy shall also state that it is not subject to cancellation, modification, or reduction in coverage

without thirty (30) days written notice to the Town prior to the effective date of cancellation, modification, or reduction in coverage.

- 6.2. Severn Trent shall maintain Worker's Compensation insurance at the statutory minimums required by Chapter 440, Florida Statutes.
- 6.3. Severn Trent shall maintain each of above insurance policies throughout the term of this Agreement and any extensions of this Agreement.
- 6.4. Severn Trent shall provide Town with a current copy of each of the above insurance policies, and any renewals.

7. **TERM**

- 7.1 This Agreement shall become effective upon execution by both parties and shall continue in force through September 30, 2005, unless earlier terminated as provided in Section 8.
- 7.2. The Town shall have the option to renew this Agreement for a period of one year upon the same terms and conditions contained herein upon 60 calendar days written notice to Severn Trent. Thereafter, any renewal shall be in writing and executed by both parties.

8. **TERMINATION**

- 8.1 The Town may elect to partially terminate either (i) the Financial Services portion of this Agreement; or (ii) the Administrative Services portion of this Agreement, or this entire Agreement by giving Severn Trent written notice at least 30 days prior to the effective date of termination. Upon receipt of a written notice of termination, Severn Trent shall not enter into any third party agreements or incur any financial obligations or expenses unless such expenses are specifically approved or directed in writing by the Town Manager.
- 8.2. Severn Trent may terminate this Agreement by giving the Town written notice at least 180 calendar days prior to the effective date of termination.
- 8.3. In the event of partial termination, complete termination, or expiration of this Agreement, Severn Trent and the Town shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Severn Trent to the Town, or to any other person or entity the Town may designate, and to maintain during such period of transition the same services provided to the Town pursuant to the terms of this Agreement.

- 8.4. Severn Trent will take all reasonable and necessary actions to transfer all books, records and data of the Town in its possession in an orderly fashion to either the Town or its designee in a hard copy and computer format.
- 8.5. Subsequent to the complete or partial termination of this Agreement, Severn Trent shall continue to provide all necessary services to assist the Town Auditors with the preparation of the annual audit for the fiscal year in which this Agreement is terminated. Severn Trent shall be compensated for any such post-termination services on an hourly basis not to exceed \$150.00 per hour.

9. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

- 9.1. This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 9.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

10. SEVERABILITY

- 10.1. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

11. GOVERNING LAW

- 11.1. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

12. WAIVER

- 12.1. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

13. NOTICES/AUTHORIZED REPRESENTATIVES

13.1 Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties at the following addresses:

For the Town:

Town of Miami Lakes
Attention: Dennis White, Town Manager
6853 Main Street
Miami Lakes, Florida 33014
Telephone: (305) 558-8244
Facsimile: (305) 558-8511

With a copy to:

Weiss Serota Helfman Pastoriza & Guedes, P.A., Town Attorneys
Attention: Nina L. Boniske, Esq.
2665 South Bayshore Drive
Suite 420
Miami, FL 33133
Phone: (305) 854-0800
Facsimile: (305) 854-2323

For Severn Trent:

James P. Ward
Moyer & Associates
210 North University Drive
Suite 301
Coral Springs, Florida 33071
Phone: (954) 753-5841
Facsimile: (954) 345-1292

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.

14. INDEPENDENT CONTRACTOR

- 14.1. Severn Trent is and shall remain an independent contractor and is not an employee or agent of the Town. Services provided by Severn Trent shall be by employees of Severn Trent working under the supervision and direction of Severn Trent and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Town. Severn Trent agrees that it is a separate and independent enterprise from the Town.
- 14.2. Severn Trent shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Severn Trent. This Agreement shall not be construed as creating any joint employment relationship between Severn Trent and the Town, and the Town will not be liable for any obligation incurred by Severn Trent, including but not limited to, unpaid minimum wages and/or overtime payments.

15. FINANCE DIRECTOR/STAFFING

- 15.1. The Finance Director shall:
- 15.1.1. Act as a liaison between the Town and Severn Trent;
 - 15.1.2. Attend staff meetings, Town Council meetings and workshops at which attendance by the Finance Director is deemed necessary by the Town Manager;
 - 15.1.3. Attend meetings with other government agencies and private entities doing business with the Town as requested by the Town Manager;
 - 15.1.4. Provide information to the Town Manager and Town Council on all relevant and applicable issues; and
 - 15.1.5. Provide such other services related to the Scope of Services as requested by the Town Manager.
- 15.2. The initial designation of the Finance Director at the commencement of this Agreement shall be Randolph G. White. Unless Mr. White is no longer associated with Severn Trent or the Town Manager requests a re-designation pursuant to Section 15.3, the services of the Finance Director shall not be subsequently designated to any other Severn Trent employee without the prior written consent of the Town Manager.

- 15.3. At any time during the term of this Agreement upon the Town Manager's request, Severn Trent shall re-designate the Finance Director. In the event that the Town Manager requests re-designation or the existing Finance Director is no longer employed by Severn Trent, Severn Trent shall designate a replacement Finance Director. Prior to such designation, the Town Manager shall have the opportunity to interview each of the potential candidates selected by Severn Trent and shall approve the selection of the designation Finance Director. In the event the candidates selected by Severn Trent are unacceptable, Severn Trent and the Town Manager will work jointly and cooperatively toward identifying an acceptable candidate.
- 15.4. If at any time during the term of this Agreement, the Town Manager becomes dissatisfied with the performance of any Severn Trent employees assigned to provide professional services under this Agreement, the Town Manager may request that the particular employee be removed from servicing this account. Thereafter, representatives of Severn Trent and the Town Manager shall meet to discuss appropriate remedial action to alleviate the performance deficiencies experienced by the Town. Severn Trent agrees to act in good faith and to use its best efforts to resolve any problems experienced by the Town. If the proposed resolution is unsatisfactory to the Town Manager, Severn Trent shall remove the employee within 10 calendar days.

16. EQUIPMENT APPRAISAL AND TRANSFER

- 16.1. In the event of termination or upon the expiration of this Agreement, the Town shall have the option to purchase or sublease from Severn Trent any piece of equipment, directly attributable to or in use by Severn Trent at any of the Town's offices.
- 16.2. Upon the exercise by the Town of its option to purchase or sublease the subject equipment, Severn Trent shall execute all necessary documents within ten (10) days or within a mutually agreed time.

17. ASSIGNMENT

- 17.1 The parties agree that the professional services of James P. Ward and Randolph G. White are personal in nature and are considered material to the performance of Severn Trent's obligation under this Agreement. Accordingly, this Agreement shall not be assignable by Severn Trent

unless such assignment is first approved by the Town Council at the Town's sole discretion.

18. PROHIBITION AGAINST CONTINGENT FEES

18.1 Severn Trent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Severn Trent, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Severn Trent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

19. WARRANTIES OF SEVERN TRENT

19.1. Severn Trent warrants and represents that at all time during the term of this Agreement it shall maintain in good standing all licenses and certificates required under federal, state and local laws necessary to perform the Scope of Services specified in this Agreement, including but not limited to maintaining any required software registration and licensing.

19.2. Severn Trent agrees that upon expiration or termination of this Agreement, there are no agreements in place that would limit the Town's ability to contract with any other service provider that may subsequently employ any of the parties named in Section 17.

19.3. Severn Trent warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics ordinances set forth in Section 2-11.1 of the Town Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.

20. ATTORNEYS FEES

20.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

21. WAIVER OF JURY TRIAL

21.1. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

WITNESSES:

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

Catherine M. Okenquist
Print Name Catherine M. Okenquist

By: Leonard F. Graziano
Print Name: Leonard F. Graziano
Title: President

Print Name: _____

Date: _____

ATTEST:

TOWN OF MIAMI LAKES

Town Clerk

By: _____
Dennis White, Town Manager

Date: _____

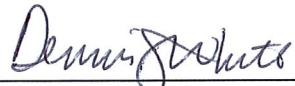
APPROVED AS TO FORM:

Town Attorney

ATTEST:

TOWN OF MIAMI LAKES


Town Clerk

By: 
Dennis White, Town Manager

Date: 3/5/02

APPROVED AS TO FORM:


Town Attorney

R02-57
19
17

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 12TH day of February, 2002, by and between the Town of Miami Lakes, a Florida municipal corporation (the "Town"), and Severn Trent Environmental Services, Inc., ("Severn Trent").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agrees as follows:

1. PURPOSE/AUTHORIZATION

- 1.1. The purpose of this Agreement is to provide for the Town's retention of Severn Trent to perform financial and administrative services for the Town as described in Section 2 below.
- 1.2. Severn Trent shall be authorized to perform the Financial and Administrative Services specified in this Agreement on behalf of the Town as required under Florida law.

2. SCOPE OF SERVICES

Severn Trent shall provide the following services to the Town:

2.1 Financial Services

Revenue Collection:

- 2.1.1. Coordinate with local, state and federal agencies charged with collection and disbursement of all Town revenues, including taxes, assessments, fees, charges and other impositions.
- 2.1.2. Administer the fees, charges and their miscellaneous revenues pertaining to utilities, private enterprises and individuals as they interface with Town programs.
- 2.1.3. Apply enforcement actions to induce payment in accordance with the Town's policies and procedures.
- 2.1.4. Prepare monthly financial reports showing revenues and expenses to date in comparison with budget projections.

Capital Program Administration:

- 2.1.5. Coordinate with the Town Manager and other Town staff or consultants as directed by the Town Manager on the capital needs of the Town.

2.1.6. Assist the Town in obtaining financing if necessary and maintain proper fund accounting procedures.

2.1.7. Administer and assist the Town Manager in implementing capital program financing.

Investment Services:

2.1.8. Prepare investment policies and procedures pursuant to State law and Town Charter.

2.1.9. Invest Town funds pursuant to approved policies.

2.1.10. Produce timely investment reports stating the effectiveness of the chosen investment policy.

Fund Accounting:

2.1.11. Establish Fund Accounting System in accordance with Governmental Accounting Standards Board, the Uniform Accounting System prescribed by the Florida Department of Banking and Finance for Government Accounting and the Rules of the Auditor General.

2.1.12. Prepare Public Depositor's Report and distribution to State Treasurer.

Accounts Payable/Accounts Receivable:

2.1.13. Administer the purchase order system, periodic payment of invoices.

2.1.14. Coordinate tax collection, franchise fees, utility taxes, simplified communications services tax and all other Town receivables and fees.

General Fixed Asset Accounting:

2.1.15. Assets constructed by or donated to the Town for maintenance.

2.1.16. Inventory of Town property in accordance with the Rules of the Auditor General.

Budgeting:

- 2.1.17. Prepare and submit annual budgets to the Town Manager.
- 2.1.18. Liaison with all Town departments for annual budget categories.
- 2.1.19. Provide materials for and attend all budget meetings, hearings and workshops.
- 2.1.20. Submit all required documentation to the Department of Revenue and provide all necessary reports for public advertisements and public hearings.

Comprehensive Annual Financial Report (CAFR):

- 2.1.21. Prepare the Town's Comprehensive Annual Financial Report for Units of Local Government and distribute to the State Comptroller.

Risk Management:

- 2.1.22. Review and recommend to the Town Manager the purchase of all insurance types.
- 2.1.23. Process and assist in the investigation of insurance claims.
- 2.1.24. Maintain proper insurance coverages.

Purchasing:

- 2.1.25. Institute procurement policies and procedures in accordance with applicable federal, state and Town laws and ordinances.
- 2.1.26. Assist in selection of vendors.
- 2.1.27. Participate in county and state level purchase plans.
- 2.1.28. Provide a centralized purchasing facility for the Town.
- 2.1.29. Prepare RFPs, RFQs and other bid documents as directed by the Town Manager.
- 2.1.30. Submit requisitions.

Staffing and Human Resources:

- 2.1.31. Provide administrative and operational level personnel.
- 2.1.32. Ensure proper functioning of Town's payroll, include payments of fringe benefit, insurance, federal withholding, Medicaid, social security and other required tax and other Town-specific and general law provided human resources functions.
- 2.1.33. Continually evaluate proper staffing levels, make recommendations to the Town Manager, and upon approval of the Town Manager, adjust staffing levels to the needs of the community in order to provide the services required in this Agreement.
- 2.1.34. Designate a representative to serve as the Town's Finance Director.

Other:

- 2.1.35. Provide other Financial Services as determined by the Town Manager and Severn Trent by mutual agreement.

2.2 ADMINISTRATIVE SERVICES

Records Management:

- 2.2.1. Implement a custom-designed Document Management System ("System") to facilitate creating and saving all electronic and paper documents into the system (Word & Excel), then archiving these documents.
- 2.2.2. Improve employee productivity, collaboration, and document security by allowing the users to search for documents by profile information, content, person who created them or even last person to edit the document. Users may also modify a previously created document for their use while leaving the original document unmodified.
- 2.2.3. Provide a document scanning station so that any and all paper documents such as signed contracts, ordinances, resolutions, and other important Town documents may be imported into the Document Management System using the Document Scanning Station.

- 2.2.4. Provide nine (9) laptop computers to the members of the Town Council, Town Manager and Town Clerk to be utilized as a part of the Records Management System and specifically during meetings with agendas on Compact Disks.
- 2.2.5. Protect integrity of all public records in accordance with the requirements of State law.
- 2.2.6. Promote sharing of information and collaborative work between all Town staff.
- 2.2.7. Provide an application server that will store and manage the PC DOCS data at a network operations center located in the state of Florida for backup reliability, network security and connectivity.

Information Technologies:

- 2.2.8. Reconfigure the current network from peer-to-peer to a Domain to account for handling future growth and technologies. Connect the Town Attorney to the network.
- 2.2.9. Install and configure a Windows 2000 RAID 5 server at the City offices to improve performance, insure against data loss, and minimize potential down time.
- 2.2.10. Provide centralized management of all network resources and a central location for the storage of the City's documents.
- 2.2.11. Insure data security and integrity with a nightly backup and the ability to restore from a central location.
- 2.2.12. Replace current desktops with five (5) Dell Optiplex workstations.
- 2.2.13. Maintain software and hardware uniformity and interchangeability among users.
- 2.2.14. Provide network laser printers.
- 2.2.15. Maintain a three-year replacement program for all computers and equipment.
- 2.2.16. Design and supervise installation of all Category 5 data cabling.

- 2.2.17. Provide a T-1 data line for communications and data sharing with the Severn Trent network.
- 2.2.18. Provide all users and the Town Attorney with internet and e-mail connections for internal and external communications and common contact lists and scheduling.

Town Website:

- 2.2.19. Design and host the Town's website containing departmental descriptions, Council meeting schedule, meeting agendas, agenda packages and minutes.
- 2.2.20. Update the site bi-monthly to post latest agendas, packages and minutes and redesign the site annually.
- 2.2.21. Publish Town-provided GIS database interface on the website.
- 2.2.22. Provide on-line basic permitting in conjunction with the CityView Municipal Management Software.

Databases - Municipal Management Software:

- 2.2.23. Install, configure and setup a Municipal Management Software.
- 2.2.24. Provide a common interface for all of the Town's permitting, licensing, planning, zoning, and development requirements.
- 2.2.25. Allow for the integration of GIS information with properties archived with all historical information and viewed in map format.
- 2.2.26. Integrate CityView with the PC Docs Document Management System so that city documents may be used as supporting documents for the building, permitting, planning and zoning process.

1202-57

Departmental Support:

- 2.2.27. Provide overall administrative support of all Town functions and departments.
- 2.2.28. Provide administrative-level on-site personnel as desired by the Town.

Other Included Services:

- 2.2.29. Provide other Administrative Services as determined by the Town Manager and Severn Trent by mutual agreement.

3. COMPENSATION

- 3.1. For all Financial Services provided by Severn Trent as described in Section 2.1 of this Agreement, the Town shall pay Severn Trent an annual professional fee of \$125,000.00 paid in equal monthly installments in the amount of \$10,417.67. After the initial year of this agreement, the Town shall consider price adjustments not to exceed 5% and shall evidence such adjustments in its adopted or amended fiscal year budget. Fees for Financial Services shall be billed and paid pursuant to monthly invoices submitted by Severn Trent to the Town.
- 3.2. For all Administrative Services provided by Severn Trent as described in Section 2.2 of this Agreement, the Town shall pay Severn Trent an annual professional fee of \$299,000.00 paid in equal monthly installments in the amount of \$24,916.67. After the initial year of this agreement, the Town shall consider price adjustments not to exceed 5% and shall evidence such adjustments in its adopted or amended fiscal year budget. Fees for Administrative Services shall be billed and paid pursuant to monthly invoices submitted by Severn Trent to the Town.
- 3.3. Additional non-Severn Trent employees, with the exception of the Town Attorney, can be added to the Town's computer system at an annual cost of \$5,000 per user and additional locations can be added to the system at an annual cost of \$15,000 per location and \$5,000 per user at additional locations. After the initial year of this agreement, the Town shall consider price adjustments not to exceed 5% and shall evidence such adjustments in its adopted or amended fiscal year budget. Fees for additional information

technologies services shall be billed and paid pursuant to monthly invoices submitted by Severn Trent to the Town.

- 3.4 The Town shall pay Severn Trent within 30 calendar days of approval by the Town Manager of any invoices submitted by Severn Trent to the Town.

4. RECORDS/RIGHT TO INSPECT AND AUDIT

- 4.1. All records, books, documents papers and financial information (the "Records") that result from Severn Trent providing services to the Town under this Agreement shall be the property of the Town.
- 4.2. Upon termination or expiration of this Agreement, or at any time upon the written request of the Town Manager, any and all such Records shall be delivered to the Town by Severn Trent within 15 calendar days from the date of the request.
- 4.3. Severn Trent shall maintain records, books, documents, papers and financial information pertaining to work performed under this Agreement during the term of this Agreement and for a period of three (3) years following termination of this Agreement.
- 4.4. The Town Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of Severn Trent involving transactions related to this Agreement.
- 4.5. The Town may cancel this Agreement for refusal by Severn Trent to allow access by the Town Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

5. INDEMNIFICATION

- 5.1. Severn Trent shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Severn Trent's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Severn Trent and third parties made pursuant to this Agreement. Severn Trent shall reimburse the Town for all its expenses including reasonable

attorney fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Severn Trent's performance or non-performance of this Agreement.

- 5.2. Severn Trent shall indemnify, defend and hold the Town harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation brought under federal or state law.
- 5.3. Severn Trent shall indemnify, defend and hold the Town harmless from any claims that any software used and/or furnished by Severn Trent infringes or misappropriates any registered copyright, patent or trademark based upon the use of the software in the performance of this Agreement. Further, Severn Trent shall indemnify, defend and hold the Town harmless against any claims of infringement based upon the use of a superseded or altered version of the software provided by Severn Trent. If a final injunction is obtained against the use of any part of the software by reason of infringement of a registered copyright or patent, Severn Trent will either (i) procure for the Town the right to continue to use the software; (ii) modify the software so that it becomes noninfringing; or (iii) provide the Town with acceptable alternative software.
- 5.4. The provisions of this section shall survive termination of this Agreement.

6. INSURANCE

- 6.1. Severn Trent shall maintain at its sole cost and expense all times, in addition to any other insurance the Town may reasonably require, professional liability insurance, employee dishonesty insurance, employer's liability insurance, comprehensive general liability insurance and automotive liability insurance with minimum policy limits for each coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence, single limit for property damage and bodily injury, including death. The Town shall be named as an additional insured on each of the above policies, unless prohibited by law, and Severn Trent shall provide Town with a certificate evidencing same. Each policy shall also state that it is not subject to cancellation, modification, or reduction in coverage

without thirty (30) days written notice to the Town prior to the effective date of cancellation, modification, or reduction in coverage.

- 6.2. Severn Trent shall maintain Worker's Compensation insurance at the statutory minimums required by Chapter 440, Florida Statutes.
- 6.3. Severn Trent shall maintain each of above insurance policies throughout the term of this Agreement and any extensions of this Agreement.
- 6.4. Severn Trent shall provide Town with a current copy of each of the above insurance policies, and any renewals.

7. TERM

- 7.1 This Agreement shall become effective upon execution by both parties and shall continue in force through September 30, 2005, unless earlier terminated as provided in Section 8.
- 7.2. The Town shall have the option to renew this Agreement for a period of one year upon the same terms and conditions contained herein upon 60 calendar days written notice to Severn Trent. Thereafter, any renewal shall be in writing and executed by both parties.

8. TERMINATION

- 8.1 The Town may elect to partially terminate either (i) the Financial Services portion of this Agreement; or (ii) the Administrative Services portion of this Agreement, or this entire Agreement by giving Severn Trent written notice at least 30 days prior to the effective date of termination. Upon receipt of a written notice of termination, Severn Trent shall not enter into any third party agreements or incur any financial obligations or expenses unless such expenses are specifically approved or directed in writing by the Town Manager.
- 8.2. Severn Trent may terminate this Agreement by giving the Town written notice at least 180 calendar days prior to the effective date of termination.
- 8.3. In the event of partial termination, complete termination, or expiration of this Agreement, Severn Trent and the Town shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Severn Trent to the Town, or to any other person or entity the Town may designate, and to maintain during such period of transition the same services provided to the Town pursuant to the terms of this Agreement.

- 8.4. Severn Trent will take all reasonable and necessary actions to transfer all books, records and data of the Town in its possession in an orderly fashion to either the Town or its designee in a hard copy and computer format.
- 8.5. Subsequent to the complete or partial termination of this Agreement, Severn Trent shall continue to provide all necessary services to assist the Town Auditors with the preparation of the annual audit for the fiscal year in which this Agreement is terminated. Severn Trent shall be compensated for any such post-termination services on an hourly basis not to exceed \$150.00 per hour.

9. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

- 9.1. This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 9.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

10. SEVERABILITY

- 10.1. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

11. GOVERNING LAW

- 11.1. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

12. WAIVER

- 12.1. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

13. NOTICES/AUTHORIZED REPRESENTATIVES

13.1 Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties at the following addresses:

For the Town:

Town of Miami Lakes
Attention: Dennis White, Town Manager
6853 Main Street
Miami Lakes, Florida 33014
Telephone: (305) 558-8244
Facsimile: (305) 558-8511

With a copy to:

Weiss Serota Helfman Pastoriza & Guedes, P.A., Town Attorneys
Attention: Nina L. Boniske, Esq.
2665 South Bayshore Drive
Suite 420
Miami, FL 33133
Phone: (305) 854-0800
Facsimile: (305) 854-2323

For Severn Trent:

James P. Ward
Moyer & Associates
210 North University Drive
Suite 301
Coral Springs, Florida 33071
Phone: (954) 753-5841
Facsimile: (954) 345-1292

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.

14. INDEPENDENT CONTRACTOR

- 14.1. Severn Trent is and shall remain an independent contractor and is not an employee or agent of the Town. Services provided by Severn Trent shall be by employees of Severn Trent working under the supervision and direction of Severn Trent and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Town. Severn Trent agrees that it is a separate and independent enterprise from the Town.
- 14.2. Severn Trent shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Severn Trent. This Agreement shall not be construed as creating any joint employment relationship between Severn Trent and the Town, and the Town will not be liable for any obligation incurred by Severn Trent, including but not limited to, unpaid minimum wages and/or overtime payments.

15. FINANCE DIRECTOR/STAFFING

- 15.1. The Finance Director shall:
 - 15.1.1. Act as a liaison between the Town and Severn Trent;
 - 15.1.2. Attend staff meetings, Town Council meetings and workshops at which attendance by the Finance Director is deemed necessary by the Town Manager;
 - 15.1.3. Attend meetings with other government agencies and private entities doing business with the Town as requested by the Town Manager;
 - 15.1.4. Provide information to the Town Manager and Town Council on all relevant and applicable issues; and
 - 15.1.5. Provide such other services related to the Scope of Services as requested by the Town Manager.
- 15.2. The initial designation of the Finance Director at the commencement of this Agreement shall be Randolph G. White. Unless Mr. White is no longer associated with Severn Trent or the Town Manager requests a re-designation pursuant to Section 15.3, the services of the Finance Director shall not be subsequently designated to any other Severn Trent employee without the prior written consent of the Town Manager.

- 15.3. At any time during the term of this Agreement upon the Town Manager's request, Severn Trent shall re-designate the Finance Director. In the event that the Town Manager requests re-designation or the existing Finance Director is no longer employed by Severn Trent, Severn Trent shall designate a replacement Finance Director. Prior to such designation, the Town Manager shall have the opportunity to interview each of the potential candidates selected by Severn Trent and shall approve the selection of the designation Finance Director. In the event the candidates selected by Severn Trent are unacceptable, Severn Trent and the Town Manager will work jointly and cooperatively toward identifying an acceptable candidate.
- 15.4. If at any time during the term of this Agreement, the Town Manager becomes dissatisfied with the performance of any Severn Trent employees assigned to provide professional services under this Agreement, the Town Manager may request that the particular employee be removed from servicing this account. Thereafter, representatives of Severn Trent and the Town Manager shall meet to discuss appropriate remedial action to alleviate the performance deficiencies experienced by the Town. Severn Trent agrees to act in good faith and to use its best efforts to resolve any problems experienced by the Town. If the proposed resolution is unsatisfactory to the Town Manager, Severn Trent shall remove the employee within 10 calendar days.

16. EQUIPMENT APPRAISAL AND TRANSFER

- 16.1. In the event of termination or upon the expiration of this Agreement, the Town shall have the option to purchase or sublease from Severn Trent any piece of equipment, directly attributable to or in use by Severn Trent at any of the Town's offices.
- 16.2. Upon the exercise by the Town of its option to purchase or sublease the subject equipment, Severn Trent shall execute all necessary documents within ten (10) days or within a mutually agreed time.

17. ASSIGNMENT

- 17.1 The parties agree that the professional services of James P. Ward and Randolph G. White are personal in nature and are considered material to the performance of Severn Trent's obligation under this Agreement. Accordingly, this Agreement shall not be assignable by Severn Trent

unless such assignment is first approved by the Town Council at the Town's sole discretion.

18. PROHIBITION AGAINST CONTINGENT FEES

18.1 Severn Trent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Severn Trent, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Severn Trent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

19. WARRANTIES OF SEVERN TRENT

19.1. Severn Trent warrants and represents that at all time during the term of this Agreement it shall maintain in good standing all licenses and certificates required under federal, state and local laws necessary to perform the Scope of Services specified in this Agreement, including but not limited to maintaining any required software registration and licensing.

19.2. Severn Trent agrees that upon expiration or termination of this Agreement, there are no agreements in place that would limit the Town's ability to contract with any other service provider that may subsequently employ any of the parties named in Section 17.

19.3. Severn Trent warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics ordinances set forth in Section 2-11.1 of the Town Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.

20. ATTORNEYS FEES

20.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

21. WAIVER OF JURY TRIAL

21.1. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

WITNESSES:

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

Catherine M. Okenquist
Print Name Catherine M. Okenquist

By: Leonard F. Graziano
Print Name: Leonard F. Graziano,
Title: President

Print Name: _____

Date: FEB. 20, 2002.

ATTEST:

TOWN OF MIAMI LAKES

Town Clerk

By: _____
Dennis White, Town Manager

Date: _____

APPROVED AS TO FORM:

Town Attorney

ATTEST:


TOWN OF MIAMI LAKES


Town Clerk

By: 
Dennis White, Town Manager

Date: 3/5/02

APPROVED AS TO FORM:


Town Attorney

MARSH USA INC.

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CLE-000681572-00

PRODUCER
MARSH USA INC.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103-2797

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

S27409-ALL-GAWUP-00-01 0810

INSURED
SEVERN TRENT SERVICES, INC.
ENVIRONMENTAL SERVICES GROUP
16337 PARK ROW
HOUSTON, TX 77084

COMPANIES AFFORDING COVERAGE

- COMPANY
A ST. PAUL FIRE & MARINE INS CO
- COMPANY
B ST. PAUL SURPLUS LINES
- COMPANY
C
- COMPANY
D

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--------|--|----------------------|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY | IT06601102 (AOS) | 03/31/01 | 03/31/02 | GENERAL AGGREGATE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT | | | | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) \$ 1,000,000 |
| | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | |
| A | AUTOMOBILE LIABILITY | IT06601102 (AOS) | 03/31/01 | 03/31/02 | COMBINED SINGLE LIMIT \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | IT06601103 (TX) | 03/31/01 | 03/31/02 | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | MA06600013 (MASS) | 03/31/01 | 03/31/02 | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | IT06601106 (VA) | 03/31/01 | 03/31/02 | PROPERTY DAMAGE \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | |
| | COMP. DED. \$250 | | | | |
| | COLL. DED. \$500 | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY: \$ |
| | | | | | EACH ACCIDENT \$ |
| | | | | | AGGREGATE \$ |
| A | EXCESS LIABILITY | IT06601102 (AOS) | 03/31/01 | 03/31/02 | EACH OCCURRENCE \$ 10,000,000 |
| | <input checked="" type="checkbox"/> UMBRELLA FORM | | | | AGGREGATE \$ 10,000,000 |
| | <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WVA2800649 (MA & WI) | 03/31/01 | 03/31/02 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 500,000 |
| | <input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: | | | | EL EACH ACCIDENT \$ 500,000 |
| | <input checked="" type="checkbox"/> INCL | WVA2800648 (AOS) | 03/31/01 | 03/31/02 | EL DISEASE-POLICY LIMIT \$ 500,000 |
| | <input type="checkbox"/> EXCL | | | | EL DISEASE-EACH EMPLOYEE \$ 500,000 |
| B | OTHER PROFESSIONAL / POLLUTION LIABILITY | LCO5526553 | 03/31/01 | 03/31/02 | LIMIT: \$3,000,000 DEDUCTIBLE: \$50,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

RE: TOWN OF MIAMI LAKES
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS THEIR INTERESTS MAY APPEAR TO THE GENERAL AND AUTOMOBILE LIABILITY POLICIES.

CERTIFICATE HOLDER

TOWN OF MIAMI LAKES
ATTN: DENNIS WHITE, TOWN MANAGER
1353 MAIN STREET
MIAMI LAKES, FL 33014

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.

By: Martin J Samchalk

Martin J. Samchalk

MM1(9/99)

VALID AS OF: 02/22/02