

RESOLUTION NO. 03-143

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE SECOND AMENDMENT TO THE CONTRACT BETWEEN SEVERN TRENT ENVIRONMENTAL SERVICES, INC. AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE TOWN; AUTHORIZING TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") entered into a Contract for financial and administrative services with Severn Trent Environmental Services, Inc. on February 12<sup>th</sup>, 2002 (the "Contract"); and

WHEREAS, the Contract was first amended on December 10<sup>th</sup>, 2002; and

WHEREAS, the parties have determined that it is in their best interest to amend the terms of the Contract.

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

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval of Amendment.** The Second Amendment to Contract between Severn Trent Environmental Services, Inc. and the Town of Miami Lakes (the "Amendment"), 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.

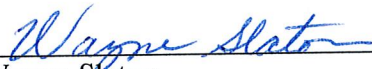
**Section 3. Execution of Amendment.** The Town Manager is authorized to execute the Amendment on behalf of the Town.

**Section 4. Authorization of Town Officials.** The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Amendment.

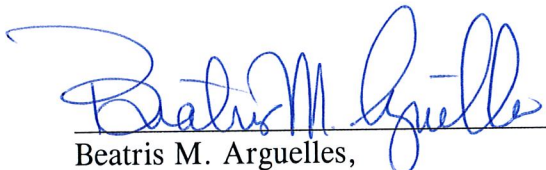
**Section 5. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Amendment.

**Section 6. Effective Date.** This Resolution shall be effective immediately upon adoption.


PASSED AND ADOPTED this 13<sup>th</sup> day of May, 2003.

  
\_\_\_\_\_  
Wayne Slaton  
MAYOR

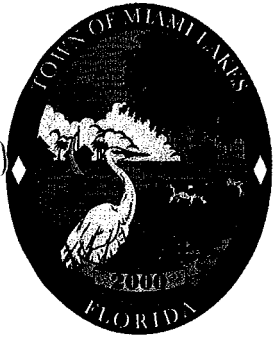
ATTEST:

  
\_\_\_\_\_  
Beatris M. Arguelles,  
TOWN CLERK

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

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

Council voted _____ as follows:	
Mayor Wayne Slaton	<input checked="" type="checkbox"/>
Vice Mayor Roberto Alonso	<input type="checkbox"/>
Councilmember Mary Collins	<input type="checkbox"/>
Councilmember Robert Meador	<input type="checkbox"/>
Councilmember Michael Pizzi	<input type="checkbox"/>
Councilmember Nancy Simon	<input type="checkbox"/>
Councilmember Peter Thomson	<input type="checkbox"/>



# Town Of Miami Lakes

6853 Main Street • Miami Lakes, Florida 33014  
(305) 558-8244 / Fax (305) 558-8511  
www.townofmiamilakes.com

TOWN CLERK  
Beatris M. Arguelles, CMC

May 23, 2003

James P. Ward, V.P. of operations  
Severn Trent Environmental Services, Inc.  
210 North University Drive Suite 702  
Coral Springs, FL 33071

Dear Mr. Ward:

Please find enclosed a copy of Resolution No. 03-143 and three Original Second Amendment to Contracts for Professional Services. Please sign all three and return two fully executed contracts to my attention.

Should you have any questions please contact me at 305-364-6100.

Sincerely,

Beatris M. Arguelles, CMC  
Town Clerk

:bma

cc: Alex Rey, Town Manager  
Mariaelena Salazar, Assistant to the Town Manager  
Joyce Norris, Office Manager

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

**THIS SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES** (the "Amendment") is made this 1<sup>st</sup> day of June, 2003, between the Town of Miami Lakes, a Florida municipal corporation (the "Town") and SEVERN-TRENT ENVIRONMENTAL SERVICES ("Severn-Trent") (collectively, the "Parties").

**WHEREAS**, the Parties entered into a Contract for administrative and financial services for the Town dated February 12<sup>th</sup>, 2002, (the "Contract"); and

**WHEREAS**, the Contract was first amended on December 10<sup>th</sup>, 2002;

**WHEREAS**, the Parties have determined it is in their best mutual interest to amend the Contract.

**NOW THEREFORE**, in consideration of the sums hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

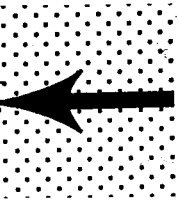
1. The Contract is amended in its entirety to read as specified in Exhibit "A" (the "Amended Contract"), attached and incorporated herein.

**The remainder of this page intentionally left blank**

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment to Contract upon the terms and conditions above stated on the day and year first above written.

**SEVERN-TRENT ENVIRONMENTAL SERVICES**

By: \_\_\_\_\_  
James P. Ward, Vice President of Operations



**TOWN OF MIAMI LAKES**

By: \_\_\_\_\_  
Alex Rey, Town Manager

Pursuant to Town Council action  
on the 13<sup>th</sup> day of May, 2003.

ATTEST: \_\_\_\_\_  
Beatris M. Arguelles, CMC  
Town Clerk

APPROVED: \_\_\_\_\_  
Weiss, Serota, Helfman, Pastoriza,  
Guedes, Cole & Boniske, P.A.  
Town Attorney

## CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of June, 2003, by and between the Town of Miami Lakes, a Florida municipal corporation (the "Town"), and SEVERN TRENT ENVIRONMENTAL SERVICES-Moyer ("Severn Trent").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree 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 information technology, to acquire certain equipment and to provide for the transition of services as described in Section 2 below.
- 1.2. Severn Trent shall be authorized to perform the information technology and transition services specified in this Agreement on behalf of the Town as required under Florida law.
- 1.3. Prior to the termination of any service provided to the Town by Severn Trent on the date of execution of this Agreement, Severn Trent shall obtain written approval from the Town Manager. If any service provided to the Town is terminated or any equipment is removed by Severn Trent from Town Hall without such consent, Severn Trent shall be in breach of this Agreement.

### **2. SCOPE OF SERVICES**

Severn Trent shall provide the following services to the Town:

#### **2.1 INFORMATION TECHNOLOGY**

- 2.1.1. Severn Trent shall maintain the Windows 2000 server at Town Hall until the Town's server is functioning properly and removal is directed by the Town Manager. The Town may replace the Windows 2000 server at its own expense. Severn Trent shall assist in the transition of data from the Severn Trent server to the new Town server.
- 2.1.2. Provide centralized management of all network resources and a central location for the electronic storage of the Town's documents.
- 2.1.3. Insure electronic data security and integrity with a nightly backup. Severn Trent shall have the ability to restore the data from a central location in case of a data loss.

EXHIBIT "A"

R03-143

- 2.1.4 The Town and Severn Trent shall work together to maintain software and hardware uniformity and interchangeability among users.
- 2.1.5 Design and install of all Category 5 data cabling as requested by Town Manager.
- 2.1.6 Provide all Town personnel, the existing Town Attorney and building/zoning/code enforcement department personnel with internet and e-mail connections for internal and external communications and common contact lists and scheduling, until the Town is able to facilitate its own internet and email connections through its own T- 1 data line and the purchase of its own servers. Severn Trent shall maintain all connections to their servers until the Town Manager directs their disconnection.
- 2.1.7 The Windows 2000 server shall contain all of the configuration files for Cityview. The Town may purchase an application server, at its own expense at a later date. This Severn Trent server shall remain functioning at Town Hall until the Town's server is functioning properly and is able to handle all CityView tasks. In no event shall the server handling CityView or any connections to Severn Trent servers be removed without the prior consent of Town Manager.
- 2.1.8 Provide a means for backup and continued service in the event that the Severn Trent central server or any server provided to the Town by Severn Trent is not operating properly. In no event shall the Town be without an online connection, CityView or access to the network for a period exceeding 24 continuous hours or any extended time with the approval of the Town Manager.
- 2.1.9 Severn Trent shall provide the Town with an IT disaster recovery plan no later than July 1, 2003.
- 2.1.10 Severn Trent shall provide an FTP (File Transfer Protocol) site for the Town's usage. The FTP site shall be available for internal as well as external use until the Town obtains and sets up their own server.
- 2.1.11 Severn Trent shall install and configure the Antivirus Computer software package purchase by the Town on all desktops and laptops.

- 2.1.12 Any additional CityView licenses purchased by the Town shall be configured and installed by Severn Trent to run the Town's CityView system.
- 2.1.13 Severn Trent shall continue to provide the existing T-1 data line currently used by the Town for communications and data sharing with the Severn Trent network.

**Databases - Municipal Management Software:**

- 2.1.14 Configure and provide enhancements for the CityView Municipal Management Software currently used by the Town. All enhancements to CityView prepared for the benefit of the Town shall become the property of the Town and shall be transferred to the Town with CityView.
- 2.1.15 Allow for the integration of GIS information with properties archived with all historical information and viewed in map format.

**Records Management**

- 2.1.16 Continue to provide support to the document scanning station and provide a central location for all the signed contracts, ordinances, resolutions, and other important Town documents. Provide an electronic format of all documents at the Town's request.
- 2.1.17 Protect integrity of all public records maintained by Severn Trent in accordance with the requirements of State law.
- 2.1.18 Severn Trent shall provide the Town with access to the Manatron Finance Software Package in a format that allows Town staff the ability to access, adjust and maintain the Town's financial data and records from Town Hall. Severn Trent shall store all financial data and records in its server.

**Financial Software**

- 2.1.19 Severn Trent shall provide the Town with access to the Manatron Finance software package in a format that the Town personnel shall utilize the system to maintain the Town's financial data records.



## **2.2 ACQUISITION**

- 2.2.1. The Town shall obtain all ownership rights to the hardware and software, as specifically detailed in the Exhibit "A," attached to and incorporated into this Agreement.
- 2.2.2 Ownership rights of all of the above property shall be transferred to the Town by Severn Trent through a Bill of Sale to be prepared by the Town Attorney.
- 2.2.3 Any manufacturer's or product warranties provided to Severn Trent for items purchased by the Town under this Agreement shall be assigned to the Town. A list of all warranties protecting the Town shall be forwarded to the Town Manager within thirty (30) days of the execution of this Agreement.
- 2.2.4 Severn Trent shall execute any documents required by any third parties, in order to effectuate the transfer of all property, licenses, software, records or any other items contemplated in this Agreement.

## **2.3 TRANSITION SERVICES**

Severn Trent shall provide the following services starting upon the date of execution of this agreement

### **2.3.1 PHASE 1**

- 2.3.1.1 Severn Trent shall electronically transfer to the Town all data, records, documents and any other materials prepared for the Town or maintained by Severn Trent for the benefit of the Town. Severn Trent shall coordinate with the Town in the transfer of all data files from Severn Trent servers or hardware to the Town's servers or hardware. Hard copy files shall be forwarded and accounted for in Town Hall no later than fourteen (14) days from the Town Manager's direction.

2.3.1.2 Severn Trent shall transfer all of the Town's data currently stored in the PC Docs document management system as well as the data stored on the Town's hard drives to the Town's Records Management system. The transfer of the data shall occur electronically and shall be in a software format approved by the Town Manager. Severn Trent must provide an implementation plan for the Town Manager's approval.

2.3.1.3 Severn Trent shall set up all local systems and transfer all data from the Severn Trent network and its servers to the Town servers and hardware at the hourly rates as provided in Exhibit "C," attached to and incorporated into this Agreement. If completion of the set up and transfer of data requires more than 12 hours of support time, Severn Trent shall notify the Town Manager of the additional hours necessary to complete the transfer and obtain approval for such additional hours at the rates specified in Exhibit "C."

## 2.3.2 PHASE 2

2.3.2.1 Severn Trent shall install and configure on the Town's server, the CityView Municipal Software and any software enhancements that have been developed by Severn Trent for the use of the Town. This configuration shall include all Town's data previously stored on Severn Trent's network servers.

2.3.2.2 The Town shall endeavor to acquire a financial software package that is in a compatible data format with the existing Manatron Finance Package. Severn Trent shall export all finance data stored on Severn Trent's network servers to the Town. In the event that the finance software selected by the Town is not compatible to Manatron, at the Town Manager's direction Severn Trent shall restructure the data in the format requested at the hourly rates specified in Exhibit "C."

### **3. COMPENSATION**

- 3.1. For all Information Technology Services provided by Severn Trent as described in Section 2.1 of this Agreement, the Town shall pay Severn Trent on a monthly basis at the rates specified in Exhibit "C."
- 3.2. Upon receipt by the Town of all property described in Section 2.2 of this Agreement, the Town shall pay Severn Trent a lump sum payment of \$65,070.08.
- 3.3. Upon completion of all Transition Services provided by Severn Trent as described in Section 2.3.1 of this Agreement, the Town shall pay Severn Trent total of \$15,020.00 as specified in Exhibit "B," attached to and incorporated into this Agreement. For those services provided in Section 2.3.2, Severn Trent shall be paid at the hourly rates specified in Exhibit "C."
- 3.4. On June 1 each subsequent year, the Town shall consider price adjustments to each fee for services listed in Section 3.1 which is not to exceed 5% and shall evidence such adjustments in its adopted or amended fiscal year budget.
- 3.5. Fees for services shall be billed and paid pursuant to monthly invoices submitted by Severn Trent to the Town. The Town shall pay Severn Trent within 30 calendar days of approval by the Town Manager of any invoices submitted by the Severn Trent to the Town.
- 3.6. For any training, accounting, or support services provided by Severn Trent, the Town shall pay Severn Trent at the hourly rates listed in Exhibit "C."

### **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. These Records shall include all enhancements to software provided by Severn Trent for the benefit 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 30 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 non-infringing; 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 May 31, 2004, 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 any 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. Severn Trent shall provide technical support and assistance to the Town for a thirty (30) day period from the date of termination of the Agreement via telephone or electronic mail.

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 electronic 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.

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: Alex Rey, 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,  
Cole & Boniske, 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  
SEVERN TRENT SERVICES-Moyer  
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.



The Town Manager may appoint a designee to manage all of the responsibilities and authority of the Town Manager under this contract.

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. **STAFFING**

15.1. If at any time during the term of this Agreement, the Town Manager becomes dissatisfied with the performance of any Severn Trent employee(s) 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.

15.2 As specified in the Town Charter, Severn Trent's direction for all services provided in this Agreement shall be through the Town Manager.

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 not already purchased under Section 2.2, directly attributable to or in use by Severn Trent at any of the Town's offices. The price for any property purchased by the Town shall be determined by multiplying the purchase price of the item by the depreciation and number of years, as determined by generally accepted accounting principles.
- 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 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 times 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 Code of Ethics for Public Officers and employees, 112 Florida Statutes, and 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.

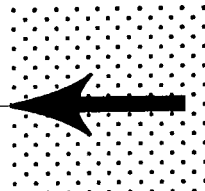
IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

WITNESSES:

**SEVERN TRENT ENVIRONMENTAL SERVICES, INC.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Gary L. Moyer  
Title: Regional Vice President

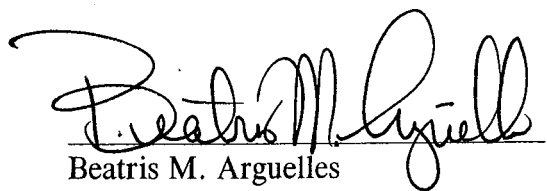


\_\_\_\_\_  
Print Name: \_\_\_\_\_

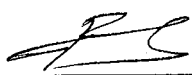
Date: \_\_\_\_\_

ATTEST:

**TOWN OF MIAMI LAKES**



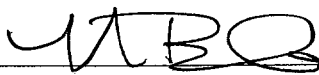
Beatris M. Arguelles  
Town Clerk

By:  \_\_\_\_\_

Alex Rey  
Town Manager

Date: 05-23-03

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

  
Weiss, Serota, Helfman, Pastoriza, Guedes,  
Cole & Boniske, P.A.  
Town Attorney

# Town of Miami Lakes

## Acquisition

### Exhibit "A"

<b>Hardware</b>				
Item	Number	Description	Cost (each)	Extended Cost
Desktops	13	Workstations for client use, out of the box (extra software not included)	\$ 900.00	\$ 11,700.00
		Optiplex GX150 PIII-1.2Ghz		
		512Mb SDRAM,20Gb Drive 32Mb AGP		
		17" Monitor WinXP Pro		
		CDROM Internal Speakers		
		2 Year Parts and Labor (Dell) (remaining support)		
Laptops	8	Latitude C810 PIII-1.13Ghz	\$ 1,500.00	\$ 12,000.00
		512Mb SDRAM, WinXP Pro		
		32Mb Nvidia Video		
		Internal DVDROM		
		10/100 NIC		
		Leather Carry Case		
		2 Year Parts and Labor (Dell) (remaining support)		
Peripherals	2	HP LaserJet 4100N 25PPM 32Mb	\$ 1,099.00	\$ 2,198.00
	3	HP LaserJet 2200DN 19PPM 8Mb	\$ 786.00	\$ 2,358.00
	1	CD Duplicator Environment (printer and duplicator)	\$ 4,500.00	\$ 4,500.00
	1	Scanner	\$3,100.00	\$ 3,100.00
Network	1	Cisco 2620 Modular Eth RTR*	\$ 1,436.00	\$ 1,436.00
	1	WAN Interface Card T1*	\$ 636.00	\$ 636.00
	2	Cisco Catalyst 24Port 10/100	\$ 995.00	\$ 1,990.00
*Second switch to be installed				
*The existing rack mount is included				
<b>Hardware Total*</b>			<b>\$ 39,918.00</b>	

<b>Software Acquisition</b>				
Number	Item	Description	Purchase Cost	Extended
22	Office XP Pro MULP	Multi-User License for Office XP Professional (with Access)	\$416.00	\$ 9,152.00
6	City View User license**	Licensed access to City View	\$2,666.68	\$16,000.08
<b>Software Acquisition Total</b>			<b>\$25,152.08</b>	

<b>ACQUISITION TOTAL</b>	<b>\$65,070.08</b>
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**Town of Miami Lakes**  
**Transition Cost**  
Exhibit "B"

Transition	Hours	Description	Cost	Total Cost
	12	Set up of local systems and data transition @ \$80/man hour	\$960.00	\$ 11,520.00
		Records Management Transition		\$ 3,000.00
		Manatron Training and configuration		\$ 500.00

<b>TRANSITION COST</b>	<b>\$15,020.00</b>
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# Town of Miami Lakes

## IT On-going Support

### Exhibit "C"

Network Access	T1 access to the internet (\$999.00/mo)	\$ 999.00	\$ 11,988.00
Server Use and Administration	Access to and use of ST-Moyer Servers and their administrative support (\$35/user/month) -- Estimated 30 users	\$12,600.00	\$12,600.00
	DBA Support 20 hrs/week Dedicated DBA support (@ \$65/hr)	\$65,000.00	\$65,000.00
	IT Desktop, Network and Application Support \$75.00 per hour, billed by 1/4 hour (estimate 2 additional support hours per week)	\$7,800.00	\$7,800.00
	Manatron Support -- Financial	Management \$100/hour Accounting \$55/hour Payroll/AP \$42/hour	

<b>Total IT On-going Support - estimated</b>	<b>\$97,388.00</b>
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