

RESOLUTION NO. 08- 693

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE AGREEMENT WITH ROYAL RESTROOMS OF NORTH FLORIDA, INC. FOR A PORTABLE RESTROOM AT THE MIAMI LAKES OPTIMIST PARK; AUTHORIZING TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 21, 2007, the Town of Miami Lakes entered into a Rental Agreement with Royal Restrooms of North Florida (the "Agreement") to provide a portable restroom trailer for a three (3) month period at the Miami Lakes Optimist Park (the "Park"); and

WHEREAS, the Agreement was extended on a month to month basis pursuant to a First Amendment approved by Resolution No. 07-537, passed and adopted June 12, 2007; and

WHEREAS, the Agreement was further amended pursuant to a Second Amendment approved by Resolution No. 08-630, passed and adopted March 11, 2008; and

WHEREAS, the Park restroom renovation project and the clubhouse repair/renovation project, have reduced the restroom facilities at the Park; and

WHEREAS, the Town desires to continue to maintain the current portable restroom trailer at the Park on a month to month basis to provide restroom facilities until the projects are completed; and

WHEREAS, the Town desires to amend the Agreement to extend it on a month to month basis in an amount not to exceed \$13,200.00 in additional Rental as provided under the Agreement for the period beginning August 1, 2008.

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 herein by this reference.

Section 2. **Approval of Third Amendment.** The Third Amendment to the Rental Agreement Royal Restrooms of North Florida between the Town of Miami Lakes and Royal Restrooms of North Florida (the “Third Amendment”), a copy of which is attached as Exhibit “1,” together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. **Authorization of Town Officials.** The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Third Amendment.

Section 4. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town’s Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Third Amendment in an amount not to exceed \$13,200.00.

Section 5. **Execution of Third Amendment.** The Town Manager is authorized to execute the Third Amendment on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Third Amendment and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Town Attorney.


Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14 day of October, 2008.

Motion to adopt by Councilmember Mary Collins, second by Councilmember Robert Meador.

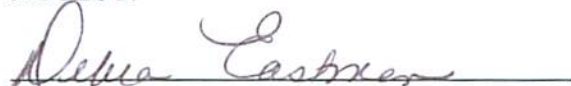
FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	<u>Yes</u>
Vice Mayor Richard Pulido	<u>Yes</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Robert Meador	<u>Yes</u>
Councilmember Nick Perdomo	<u>Yes</u>
Councilmember Nancy Simon	<u>Yes</u>




Michael Pizzi
MAYOR

ATTEST:



TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



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

**THIRD AMENDMENT TO THE
RENTAL AGREEMENT BETWEEN THE TOWN OF MIAMI LAKES
AND ROYAL RESTROOMS OF NORTH FLORIDA**

This Third Amendment (the "Third Amendment") to the Rental Agreement Royal Restrooms of North Florida (the "Agreement") is made and entered into this ____th day of _____, 2008, by and between the Town of Miami Lakes, Florida, a municipal corporation of the State of Florida (the "Town"), and Royal Restrooms of North Florida , LLC, a Florida limited liability company ("Royal").

WHEREAS, on February 21, 2007, the Town entered into the Agreement, attached as Exhibit "A," whereby the Town agreed to rent from Royal a portable restroom unit described as One-ADA+2 (the "Unit"); and

WHEREAS, the Agreement was amended pursuant to a First Amendment to continue on a month to month basis, and further amended pursuant to a Second Amendment for an additional \$13,200.00 in rental; and

WHEREAS, the Town and Royal desire to continue the Agreement, under the same terms and condition, on a month to month basis in an amount not to exceed an additional \$13,200.00 in additional Rental as provided under the Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Third Amendment, the parties agree as follows:

Section 1. Amendment to Agreement. The parties hereby amend the Agreement, by adding the following sentence after the first sentence of Section 2 RENTAL RATE, as follows:¹

* * *

Notwithstanding the foregoing, the amount of total Rental shall not exceed thirteen thousand two hundred and 00/100 dollars (\$13,200.00) for the period beginning August 1, 2008 and continuing until this Agreement is terminated.

¹ Additions to existing Agreement text are shown by underline.

Deletions to existing Agreement text are show by ~~strikethrough~~.

* * *

Section 2. No Further Modifications. All other terms and conditions of the Agreement not in conflict or superseded by this Third Amendment shall remain in full force and effect as if set forth in full herein.

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

CONTRACTOR:

Royal Restrooms of North Florida, LLC

TOWN:

Town of Miami Lakes
15700 NW 67th Avenue
Miami Lakes, Florida 33014

By: _____
Name: _____
Title: _____

Evelyn Roig
Interim Town Manager

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

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

Attest:

Debra Eastman, MMC
TOWN CLERK