

RESOLUTION NO. 2014 – 025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE CITY OF TAMARAC TO INCLUDE A NEW COMMENCEMENT DATE AND TO INCLUDE WEBSITE HOSTING AS AN ADDITIONAL SERVICE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 9, 2013 the Town Council adopted Resolution 2013-039, approving an Interlocal Agreement ("ILA") with the City of Tamarac for Information Technology services that included the purchase and installation of voice over internet telephones; and

WHEREAS, both parties desire to amend the ILA to modify the start date of the from July 1, 2013 to August 1, 2013 to coincide with the actual commencement month and secondly, to include website hosting as an additional service not previously listed in the original ILA; and

WHEREAS, all parties to the ILA are desirous of amending the ILA to reflect the proposed amendments.

NOW, THEREFORE, be it resolved, by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. Recitals. The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2. Approval. The Town Council hereby approves the First Amendment to the Agreement, which modifies the start date to August 1, 2013 and website hosting services, as attached hereto, and incorporated herein by reference as Exhibit "A".

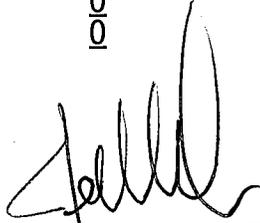
Section 3. Authorization. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents that may be necessary to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 23rd day of January, 2014 on a motion by Council Member Breitkreuz and seconded by Council Member McKay.

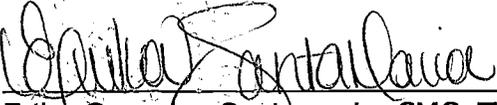
Nelson YES
Jablonski YES
McKay YES
Fisikelli YES
Breitkreuz YES

Ayes 5
Nays 0
Absent 0



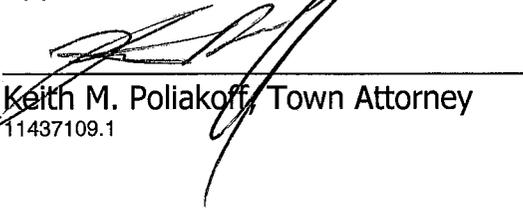
Jeff Nelson, Mayor

ATTEST:



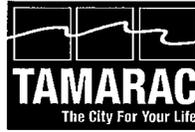
Erika Gonzalez-Santamaria, CMC, Town Clerk

Approved as to Form and Correctness:



Keith M. Poliakoff, Town Attorney

11437109.1



**AMENDMENT #1
TO
AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
THE TOWN OF SOUTHWEST RANCHES**

The CITY OF TAMARAC and the TOWN OF SOUTHWEST RANCHES agree to execute Amendment #1 to the original Agreement dated May 22, 2013 for the City of Tamarac to provide Information Technology Services to the Town of Southwest Ranches.

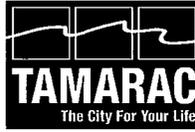
Information Technology Support Services Amendments

1. Article II, "Terms of Service", Section B, "Costs of Services, Billing and Payments", Sub-section 2c, "Information Technology Support Services", shall be amended to read as follows:

- c. "Payment for the first month of recurring fees associated with Information Technology Support Services is due upon ~~execution of the Agreement~~ successful installation, testing and start-up of the network infrastructure. Upon mutual confirmation by the City of Tamarac and the Town of Southwest Ranches that the network system is fully operable upon successful completion of the tasks enumerated in Appendix A of this Agreement, the Town of Southwest Ranches shall begin making recurring payments to the City of Tamarac for the remaining number of days in the month after such mutual confirmation of system operability on a pro-rated basis, plus the recurring payment for the following month, on the first day of the month immediately following such mutual acceptance. Recurring payments shall continue for , and each successive month thereafter on the first day of the month."

2. Article II, "Terms of Service", Section B, "Costs of Services, Billing and Payments", Sub-section 7a, "Projected Cost of Services", asterisked footnote, shall be amended to read as follows:

"*Costs are based on projections as defined in Appendix C. Costs of Services, and do not include Additional Charges as may be incurred during the Initial Term, nor include ancillary Trip Charges or charges for After Hours Service. Additionally, such costs do not include Web Hosting Services fees, nor any initial credits provided for Recurring Services while the network infrastructure is being installed and tested."



Web Hosting Services Amendments

1. Article I, "Client Services to be Provided", Section B, "Managed Services", shall be amended to include the following additional Sub-section:

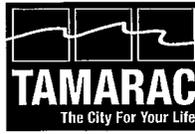
3. Web Hosting Services

- a. TAMARAC will provide SOUTHWEST RANCHES with Web Hosting Services for SOUTHWEST RANCHES' Public Website.
- b. TAMARAC will host the Public Website for SOUTHWEST RANCHES on TAMARAC's servers, providing the following functionality:
 1. PHP general-purpose scripting language / extensions
 2. MySQL Community Edition database server

2. Article II, "Terms of Service", Section B, "Costs of Services, Billing and Payments", shall be amended to include the following additional Sub-section:

8. Web Hosting Services

- a. Fees for Web Hosting Services include recurring and non-recurring costs, and are further defined in Appendix C. Cost of Services, Section V. Web Hosting Services. Recurring charges are due monthly, in advance of the next month of service. Non-recurring charges are due within thirty (30) days following receipt of an invoice from TAMARAC (Net 30 Terms).
- b. Payment for the first month of recurring fees associated Web Hosting Services is due upon successful installation and testing of the web hosting environment. Upon mutual confirmation by the City of Tamarac and the Town of Southwest Ranches that the web hosting environment is fully operable, the Town of Southwest Ranches shall begin making recurring payments to the City of Tamarac for the remaining number of days in the month after such mutual confirmation of operability on a pro-rated basis, plus the recurring payment for the following month, on the first day of the month immediately following such mutual acceptance. Recurring payments shall continue for each successive month thereafter on the first day of the month.



c. TAMARAC shall notify SOUTHWEST RANCHES of recurring fees due by sending an invoice to SOUTHWEST RANCHES.

3. Appendix C, "Information Technology Cost of Services", shall be amended to include the following additional Section:

V. Web Hosting Services

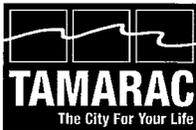
A. The monthly, recurring cost for Web Hosting Services is \$50.00.

B. TAMARAC reserves the right to make adjustments to the cost of service annually prior to the commencement of each successive Year of the Initial Term and subsequent Renewal Terms, contingent upon the actual cost to the City.

C. Web Hosting Services are provided on a month-to-month basis and may be terminated with six (6) months notice; final charges will be calculated on a pro-rated basis.

All other provisions of the original Agreement, as amended, remain in effect as written.

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, CITY OF TAMARAC and TOWN OF SOUTHWEST RANCHES, have executed this Agreement Amendment the day and year first above written.

ATTEST

Patricia Teufel
Patricia Teufel, CMC
City Clerk
3/26/14
Date

CITY OF TAMARAC

Harry Dressler
Harry Dressler, Mayor

3/24/14
Date

Michael C. Cernech
Michael C. Cernech, City Manager

Approved as to form and legal sufficiency

Samuel S. Goren
Samuel S. Goren
City Attorney
3/12/14
Date

3-14-14
Date

ATTEST:

Erika Gonzalez-Santamaria
Erika Gonzalez-Santamaria, CMC
Town Clerk
February 27, 2014
Date

TOWN OF SOUTHWEST RANCHES

Jeff Nelson
Jeff Nelson, Mayor

February 27, 2014
Date

Andrew D. Berns
Andrew D. Berns
Town Administrator

February 27, 2014
Date

CORPORATE SEAL

Approved as to form and legal sufficiency

Keith Poliakoff
Keith Poliakoff, Town Attorney
February 27, 2014
Date



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax
web: www.southwestranches.org

Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breitzkreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Erika Santamaria, Town Clerk
Martin D. Sherwood, Town Financial Administrator

Keith K. Glatz, CPPO
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

February 13, 2014

Enclosed with this letter we are forwarding you three copies of the First Amendment to the Interlocal agreement with the Town of Southwest Ranches. Please execute and return to the Town at your earliest convenience.

Once these have been executed please forward two original agreements back to the Town to the following address:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
Attn: Erika Santamaria, Town Clerk

If you have any questions, please don't hesitate to contact me at (954) 434-0008.

Thank you in advance for your attention on this matter.

Sincerely,

Erika Gonzalez-Santamaria, CMC

Town Clerk

Town of Southwest Ranches

