

RESOLUTION NO. 2018- 2488

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE INSTALLATION AND SERVICE AGREEMENT WITH TRIAD SECURITY GROUP, INC. FOR AN IP CAMERA SYSTEM AT THE ABBOTT AVENUE PARKING LOT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) has an existing IP camera system at Town Hall, the Community Center, and the 96th Street Park, which was installed and is maintained by Triad Security Group, Inc. in order to better secure the property and surrounding neighborhood; and

WHEREAS, the Town desires to expand the cameras system to the Abbott Avenue parking lot for investigative purposes and to deter criminal activity and increase public safety for residents, businesses and visitors; and

WHEREAS, Triad Security Group, Inc. (“Contractor”) currently services the existing camera system and has agreed to provide and install new equipment, and service such system, as provided for in the Installation and Service Agreement, together with Addendum, attached hereto as Exhibit “A” (“Agreement”) for the Abbott Avenue Parking Lot; and

WHEREAS, the Town solicited three (3) bids for the work and conducted a good faith review of available sources as to price, delivery and terms, and wishes to waive formal competitive bidding for the work pursuant to Section 3-12 of the Town’s Purchasing Code and finds that it is in the best interests of the Town to expeditiously obtain the goods and services and ensure security at the Abbott Avenue parking lot; and

WHEREAS, the Town Commission finds that the Agreement is in the best interest and welfare of the Town and wishes to approve same in substantially the form attached hereto as Exhibit “A.”

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval and Authorization; Waiver of Competitive Bidding. The Agreement between the Town and Contractor, substantially in the form attached hereto as

Exhibit "A", is hereby approved. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency. The Town Commission waives competitive bidding procedures pursuant to Section 3-12 of the Town's Purchasing Code, upon the recommendation of the Town Manager, and finds that such waiver is in the best interests of the Town in order to expeditiously provide security to the Abbott Avenue parking lot.

Section 3. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.


Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 13th day of February, 2018.

Motion by Commissioner Karukin.
Second by Commissioner Gielchinsky.

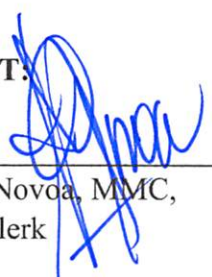
FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Barry Cohen	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>



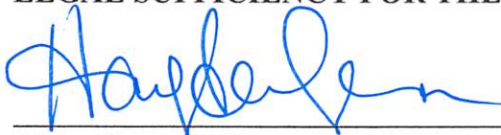
Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, MMC,
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**ADDENDUM TO INSTALLATION AND SERVICE AGREEMENT
BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND
TRIAD SECURITY GROUP, INC.**

IP CAMERA SYSTEM – ABBOTT PARKING LOT

THIS ADDENDUM TO INSTALLATION AND SERVICE AGREEMENT (“Addendum”) is made and entered into as of this 28 day of JANUARY, 2018, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as “Town” and/or “Subscriber”) and **TRIAD SECURITY GROUP, INC.**, a Florida Corporation (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, the Town and Contractor wish to enter into that certain Installation and Service Agreement, and this Addendum, for the purpose of Contractor upgrading the IP camera system at the Town-owned Abbott Parking Lot located at 9301 Collins Avenue, Surfside, Florida 33154 (“Premises”), including the purchase by the Town, installation and maintenance and support of the new camera system equipment at the Premises (“Work”), (hereinafter the “Agreement”); and

WHEREAS, the Town and Contractor desire to add to and amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and Contractor desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Addendum Controls.** In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail and govern.

2. **Defined Terms.** All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.

3. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Addendum.

4. **Term.**

4.1 **Installation.** Installation of the Work shall commence promptly upon execution of this Agreement and be completed within 15 working days. Time is of the essence in the performance of the Work and services pursuant to this Agreement. Upon completion of the installation and operation of the system, and final acceptance of the Work by the Town as certified in writing by the Town Manager, the Town shall make payment to the Contractor of 50% balance (\$21,041.50) within 30 days of invoice from Contractor.

4.2 Maintenance and Service Term. The initial maintenance and service term of this Agreement shall commence upon final acceptance and certification of the Work by the Town, and shall continue for three (3) years (“Term”). Thereafter, the Term shall automatically renew for consecutive one (1) year terms (“Renewal Terms”), until such time as either party notifies the other in writing with 30 days advance notice of its intent to terminate or not renew the Agreement.

5. Insurance.

5.1 Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor’s insurance and shall not contribute to the Contractor’s insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 5 and may be increased by the Town as it deems necessary or prudent.

5.2 Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

5.3 Workers Compensation and Employer’s Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer’s Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to the Agreement who is not covered by Worker’s Compensation insurance.

5.4 Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

5.5 Certificate of Insurance. Certificates of Insurance shall be provided to

the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Agreement and prior to the execution of the Agreement by Town and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to the Agreement and shall state that such insurance is as required by the Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

5.6 **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of the Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

5.7 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

5.8 The provisions of this section shall survive termination of the Agreement.

6. **Indemnification.** Contractor shall protect, defend, indemnify, save and hold harmless the Town, all departments, agencies, boards and commissions, its officers, agents, servants and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of the Work and any negligent act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or

attorney fees incurred by the Town as a result of any claim, demands, and/or causes of action. Nothing in this indemnification or the Agreement is intended to act as a waiver of the Town's sovereign immunity rights, including those provided under section 768.28, Florida Statutes. This indemnification shall survive the expiration or termination of the Agreement.

7. **Notices/Authorized Representatives.** Any notices required by the 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 (or their successors) at the following addresses:

For the Town: Town of Surfside
Town Manager
9293 Harding Avenue
Surfside, Florida 33154

With a copy to: Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

For The Contractor: Triad Security Group, Inc. .
Attention: GREG GRILLO
9305 Old Orchard
Davie, Florida 33328

8. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

9. **Ownership and Access to Records; Public Records.** Notwithstanding anything to the contrary in the Agreement, the Agreement and all Work, deliverables and services provided by the Contractor are subject to Florida's Public Records Law (Chapter 119, Florida Statutes, including but not limited to the following:

9.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing the Work to the Town under the Agreement shall be the property of the Town.

9.2 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under the Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from

Surfside, Florida 33154

Telephone number: 305-887-9541

Email: snovoa@townofsurfsidefl.gov

10. **Compliance with Laws.** Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the Work, deliverables or services under the Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Work and services under the Agreement.

11. **Amendments.** This Agreement may only be amended by the prior written approval of the parties or by execution of an amendment executed by both parties.

12. **Controlling Agreement; No Construction against Drafter.** The Agreement, as supplemented and modified by this Addendum, is the sole expression of the agreement between the Town and Contractor as to the subject matter thereof.

13. **Counterparts.** This Addendum may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by telecopy, facsimile or electronic mail. Each executed counterpart of this Addendum will constitute an original document and all executed counterparts, together, will constitute the same Agreement.

14. **Attorney's Fees and Waiver of Jury Trial.** 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. 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.

15. **Assignment and Subcontractors.** Contractor shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of the Town Manager. Any such assignment without prior approval shall be void ab initio. All subcontractors shall be approved in advance by the Town before providing any of the Work. The Contractor agrees and represents that any approved subcontractors possess the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to the Town. .

16. **Maintenance.** The Contractor shall be responsible for maintenance, repairs, re[placements and support of the access control system and all equipment and installations, including, but not limited to, the maintenance and repair of all equipment, wiring, or other interior construction furnished and/or installed by the Contractor on the Premises. All Work and services shall be performed in a good and workmanlike manner to ensure proper operation of the

access control system.

17. **Default and Termination.**

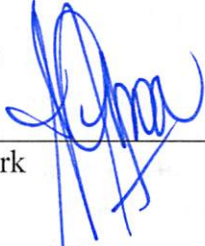
17.1 **Termination for Cause.** If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the contract time as specified in this Addendum, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the requirements of this Agreement, or if the Contractor shall fail to perform any material term set forth in this Agreement, or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days written notice of termination, terminate the services of Contractor, exclude Contractor from the Premises, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Premises as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Work, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from the Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the Agreement as described hereunder for default, the Agreement shall automatically be deemed terminated by Town for convenience as described below.

17.2 **Termination for Convenience.** This Contract may be terminated by the Town for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Work and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all Work or services performed through the date of termination to the satisfaction of the Town. In such event, the Contractor shall promptly submit to the Town its application for payment for final payment which shall comply with the provisions of the Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]**

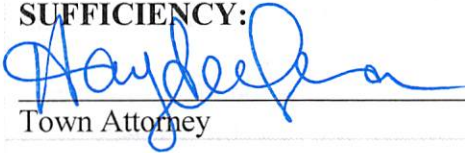
IN WITNESS WHEREOF, the parties hereto have caused this Addendum on the dates set forth below their respective signatures.

ATTEST:



Town Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:



Town Attorney

TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation

By:



Name:

Guillermo Olmedillo

Title:

Town Manager

Date:

2/28/2018

Contractor

TRIAD SECURITY GROUP, INC., a Florida corporation

By:



Name:

GREG GRILLO

Title:

DIRECTOR

Date:

1-28-18