

RESOLUTION NO. 2018- 2487

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 ACCESS CONTROL SYSTEM AT TOWN HALL; 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 access control system at Town Hall, which access control system is in need of updating and replacement in order to better secure the property and access thereto; and

WHEREAS, Triad Security Group, Inc. (“Contractor”) currently services the existing access control system at Town Hall and has agreed to provide and install new software and hardware equipment, and service such system, as provided for in the Installation and Service Agreement, together with Addendum, attached hereto as Exhibit “A” (“Agreement”); 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 and access control at Town Hall; 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 and access control to Town Hall.

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.

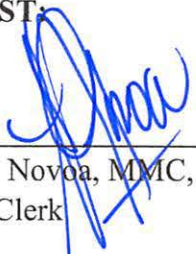
Motion by Commissioner Karukin.
Second by Commissioner Gielchinsky.

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>

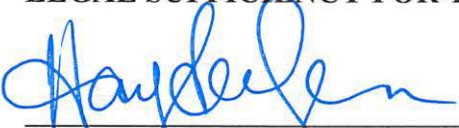


Daniel Dietch, Mayor

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

TRIAD SECURITY GROUP — FIRE & BURGLAR ALARMS

9305 Old Orchard • Davie, Florida 33328 • 954-364-7436

EF20000612

INSTALLATION & SERVICE AGREEMENT

1. This agreement is made and entered into this 21st day of DECEMBER, 2017 between TRIAD SECURITY hereinafter referred to as "Contractor", and TOWN OF SURFSIDE TOWN HALL hereinafter referred to as "Subscriber."

2. The Contractor hereby agrees to install and service, during the term of this Agreement, at the premises of the Subscriber located at CITY HALL, 9293 HARDING AVENUE, SURFSIDE, FL 33154 ACCESS CONTROL SYSTEM system as described in the Schedule of Protection.

3. Schedule of Protection

UPGRADE ACCESS CONTROL SOFTWARE AND HARDWARE PER ESTIMATE # 4974. PROVIDE AND INSTALL NEW EQUIPMENT AS DESCRIBED IN ESTIMATE. 50% DEPOSIT REQUIRED PRIOR TO COMMENCEMENT

TYPE OF AGREEMENT: Check if continued on a separate sheet Purchase Lease
TYPE OF SERVICE: Maintenance Monitoring
(Definitions on reverse side.)

Subscriber agrees to pay the Contractor:

A. \$ 24959.51 for the installation of the system, of which \$ 12479.76 is payable as a down payment upon the signing of this Agreement, and the balance on completion of the installation.
B. \$ 147.00 per month for service, payable MONTHLY in advance commencing from date of installation completion and be payable throughout the term of this Agreement. 1-28-18

The payments set forth above include telephone company line charges. Any future increases in such charges shall be borne by the Subscriber and will be added to the monitoring and/or service charge set forth above. If any agency or bureau having jurisdiction, or Subscriber by his own act shall require or make necessary any changes in the system as originally installed, Subscriber agrees to pay for the cost of such changes. The Subscriber also agrees to pay any City, State or Federal taxes, fees, or charges now in force or hereafter imposed, applying to this installation and service.

The initial term of this Agreement is 3 years from the date each system is installed and becomes operative and thereafter for consecutive terms of one year until such time as either party upon 30 days written notice, advises the other party of its intent to terminate the Agreement at the end of the then current term. It is further agreed that after 2 years from the date of this Agreement, the Contractor may periodically adjust the service charge. Within 30 days of receipt of notice of such adjustment, the Subscriber may terminate this Agreement by 30 days written notice to the Contractor, provided Subscriber is not in default of any terms or conditions in the agreement. * NOT TO EXCEED 3% INCREASE PER YEAR. 1-28-18

It is understood and agreed by the parties hereto that Contractor is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Subscriber's premises shall be obtained by the Subscriber; that the Contractor is being paid for the installation and service of a system designed to reduce certain risks of loss and that the amounts being charged by the Contractor are not sufficient to guarantee that no loss will occur; that the Contractor is not assuming responsibility for any losses which may occur even if due to Contractor's negligent performance or failure to perform any obligation under this Agreement. THE CONTRACTOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of services provided, if, notwithstanding the above provisions, there should arise any liability on the part of the Contractor, such liability shall be limited to an amount equal to one-half the annual service charge provided herein or \$200, whichever is greater. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. In the event that the Subscriber wishes to increase the maximum amount of such liquidated damages, Subscriber may, as a matter of rights, obtain from Contractor higher limits by paying an additional amount under a graduated scale of rates relating to the higher limits of liquidated damages.

Subscriber agrees to and shall indemnify and save harmless the Contractor, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by the improper operation of the system, whether due to defects in the system or acts or omissions of the Contractor in receiving and responding to alarm signals. * ALL FEES PAID TO CONTRACTOR 1-28-18

It is agreed to and understood by the parties that this Agreement, including the provisions on the back of this page, constitutes the entire agreement between the parties, and there are no verbal understandings changing or modifying any of the terms of this Agreement. This contract may not be changed, modified or varied except by writing and signed by an authorized representative of the Contractor. This Agreement shall not become binding on the Contractor until approved by Contractor's Management as provided below. SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

Subscriber hereby acknowledges that he has read and understands this entire Agreement, including the terms and conditions on the back of this page.

Written By [Signature]
Approved [Signature]
By GRILLO Date 1-28-18

Subscriber
By _____
Title _____
Date _____

6
28-18

[Signature]
1-28-18

9. Subscriber hereby authorizes the Contractor to make installation at Contractor's convenience. If Subscriber desires installation to be done at a time other than normal working hours or on weekends, added costs will be paid for by the Subscriber at Contractor's standard rates.
10. Contractor assumes no liability for delay in installation of the system, or interruption of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of Contractor including interruptions in telephone service. Contractor will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.
11. Any claim by Subscriber of improper installation or a defect in the system must be given in writing to the Contractor within thirty (30) days from the installation completion. Otherwise all such claims shall be deemed waived. Subscriber agrees to furnish any necessary 110 volt A.C. power and electrical outlets at this expense.
12. The Subscriber agrees not to tamper with, after, adjust, add to, disturb, injure or remove or otherwise interfere with installed equipment not to permit the same to be done. It is further agreed that the equipment shall remain in the same location as installed and any removal or disturbance thereof (resulting from painting, altering, or remodeling the fixtures or any changes whatsoever) necessitating any work by way of repairs, relocation or otherwise, shall be paid for by the subscriber in accordance with standard charges of the Contractor in addition to all other charges mentioned therein.
13. For supervised central station service, Subscriber agrees to furnish Contractor a list of the names, titles, residence addresses, phone numbers and signatures of all persons authorized to enter the premises of the Subscriber during regularly scheduled closed periods. Subscriber also agrees to furnish Contractor with an authorized daily and holiday opening and closing schedule.
14. Subscriber shall carefully and properly set the alarm system. Subscriber shall carefully test the alarm system and shall immediately report to the Contractor any claimed inadequacy in or failure of the system.
15. Contractor, upon receipt of an alarm signal from the Subscriber's premises, shall make every reasonable effort to transmit the alarm promptly to the headquarters of the police or the fire department having jurisdiction, unless there is just cause to assume that an emergency condition does not exist; and Contractor shall make a reasonable effort to notify the Subscriber or his designated representative by telephone, unless instructed to do otherwise by the Subscriber.
16. In case of possible telephone line trouble, the Contractor shall contact the telephone company and request that they determine the location of the trouble. When the trouble has been traced to a specific Subscriber, the Contractor will make a reasonable effort to notify the Subscriber or his designated representative. In the event any services or repair to the Subscriber's equipment becomes necessary, Contractor shall within a reasonable time dispatch a representative to the Subscriber's premises for the purpose of making the necessary services or repair. Having done this, Contractor shall be deemed to have fulfilled all his obligations under this Agreement.
17. At Contractor's option, a fee may be charged for any false alarm or unnecessary service run created by the Subscriber. In addition, if the Subscriber shall be assessed any fine or penalty by any municipality as a result of a false alarm, Subscriber shall be responsible for the full amount of that charge.
18. Subscriber hereby authorizes the Contractor to make inspections, tests and repairs as required to maintain the system outlined in the Schedule of Protection. The Contractor shall make repairs as shall be necessary as soon after discovery or receipt of notice as is reasonably possible. It is understood and agreed that the Contractor's obligation to maintain the system relates solely to the system specified in this Agreement and that the Contractor is not obligated to maintain or assure the operation of devices or systems to which Contractor's systems are attached.
19. Should any part of the alarm system be damaged by fire, water, acts of God, or any cause beyond the control of the Contractor, any repairs or replacement shall be paid for by the Subscriber, ordinary wear and tear excepted. Contractor shall not be responsible for any damage or loss to the Subscriber or to others or to any real or personal property arising out of Contractor's obligation to maintain or right to remove the system.
20. Subscriber shall permit the Contractor access to the premises during regular business hours and at all other reasonable times for any reason arising out of or in connection with the Contractor's rights or obligations under this Agreement.
21. It is further understood and agreed that the Contractor may remove or abandon said system, in whole or in part, upon termination of this Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligations to repair or redecorate any portion of the protected premises, that such removal or abandonment shall not be held to constitute a waiver of the right of the Contractor to collect any charges which have accrued or may accrue hereunder.
22. In the event Subscriber defaults in the performance of any of the terms or conditions of this Agreement, including the failure to make any payment as agreed herein, the Contractor may terminate the Agreement and the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable. Title to equipment purchased by Subscriber is complete only after the Contractor receives payment in full for installation.
23. This Contract may be cancelled without notice, at the option of the Contractor, in case the Contractor's Central Station, connecting wires, or equipment within the Subscriber's premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service and may likewise be cancelled at the option of the Subscriber, in the event that the Subscriber's premises are so destroyed or seriously damaged.
24. This Agreement may be assigned by the Subscriber provided the Contractor receives 30 days notice within which time the assignment may be accepted or the Agreement may be cancelled.
25. It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Subscriber's purchase order, or any other document, this contract will govern.

SEE ADDENDUM ATTACHED AND MADE A PART THEREOF

26. Assignees/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Subscriber and shall have the further right to subcontract any installation, monitoring, maintenance or other services which it may perform. Subscriber acknowledges that this Agreement, and particularly these paragraphs relating to Company's maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Company, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to Company.

DEFINITIONS

Lease is an agreement under which an alarm system is installed where title to the system (except the telephone line signaling device) passes to the customer subject to the provisions of any conditional sales agreement. The warranty period for this type of agreement is one year.

Lease System is an agreement under which an alarm system is installed where title to the system remains with Contractor.

Maintenance is an agreement under which the Customer authorizes the Contractor to make inspections, tests, and repairs as required to maintain the system, and the Contractor agrees to make necessary repairs due to ordinary wear and tear. Repairs or replacements necessitated by reason of Customer misuse of the equipment will be made with an additional charge. Repairs will normally be made by the next day after discovery or notification. The parties also agree that required maintenance normally will be performed from 9:00 A.M. to 5:00 P.M. on normal business days excluding holidays.

Monitoring is an agreement under which the alarm system is connected to the Contractor's central station and where the Contractor agrees to take certain action upon the receipt of an alarm signal.

1-28-18

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

ACCESS CONTROL SYSTEM – TOWN HALL

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 access control system (software and hardware) at Town Hall located at 9293 Harding Avenue, Surfside, Florida 33154 (“Premises”), including the purchase by the Town, installation and maintenance and support of the new access control 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 (\$12,479.76) 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: GREG GRILLO

Name: 

Title: DIRECTOR

Date: 1-28-18