RESOLUTION NO. 2019- 2574

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING ADDITIONAL WORK FOR THE ACCESS CONTROL SYSTEM AT TOWN HALL; APPROVING THE SECOND ADDENDUM TO THE INSTALLATION AND SERVICE AGREEMENT WITH TRIAD SECURITY GROUP, INC. FOR THE ADDITIONAL WORK, IN SUBSTANTIALLY THE FOR FORM ATTACHED HERETO; PROVIDING AUTHORIZATION AND IMPLEMENTATION OF THE ADDITIONAL WORK; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 28, 2018, the Town of Surfside ("Town") entered into an Installation and Service Agreement, and Addendum, with Triad Security Group, Inc. ("Triad") for the access control system (software and hardware) at Town Hall, including the purchase of equipment by the Town, installation, maintenance and support for the new access control system (the "Agreement"); and

WHEREAS, the Town has elected to add additional work to the Agreement, consisting of six (6) additional doors to the new access control system, including the purchase of additional security and door equipment and installation thereof, all as set forth in the Invoice Proposal attached hereto as Exhibit "A" ("Additional Work"); and

WHEREAS, the Town and Triad wish to amend the Agreement to add the additional scope of work as set forth in the Invoice Proposal attached hereto as Exhibit "A", at a cost of \$16,642.20, pursuant to the terms and conditions of the Second Addendum to the Agreement attached hereto as Exhibit "B"; and

WHEREAS, the Town Commission finds that the Additional Work as set forth in the Invoice Proposal attached hereto as Exhibit "A", and the Second Addendum substantially in the form attached hereto as Exhibit "B", are in the best interest and welfare of the Town and enhance the security of Town Hall and all employees and visitors.

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

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

Section 2. <u>Approval and Authorization</u>. The Invoice Proposal from Triad attached hereto as Exhibit "A" for Additional Work, and the Second Addendum in substantially the form attached hereto as Exhibit "B", are hereby approved. The Town Commission authorizes the Town Manager to execute the Second Addendum on behalf of the Town, together with such nonsubstantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency, as well as any other documents necessary for the Additional Work.

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

<u>Section 4.</u> <u>Authorization to Expend Funds.</u> The Town Manager is authorized to expend the amount of \$16,642.20 for the Additional Work.

Section 5. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this ____ day of March, 2019.

Motion by Commissi Vill Second by ____

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen Commissioner Michael Karukin Commissioner Tina Paul Vice Mayor Daniel Gielchinsky Mayor Daniel Dietch

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MN Town Clerk

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

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

			EXHIBI	I "A"
TRIAD SECURITY GROUP INC 9305 Old Orchard Road Davie, Florida 33328 License # EF20000612	TRAD SECURITY GROUP	Date Invoid	1	/OİCE 1/28/2018 4767
Bill To	Ship To			
Town of Surfside Attn: Jose Feliz 9301 Collins Ave Surfside, FL 33154	City Hall 9293 Harding Av Surfside, Florida			
P.O.	Project Terms		Terms	
			Net 30	
Desc	ription	QTY	Rate	Amount
Access Control - Additional Doors - Con	mponents			0.00
Doors Added: - TM Parking - PD Admin				

- Server Room 2nd Floor
- Second Floor Hallway
- City Hall South Door
- Garage Evidence Door

Lenel - LNL-1300 Board Lenel - LNL-1320 Board Altronix BC100 - J-Box

Altronix AL1012UXB Power Supply Door Contact

Lenel - LNL-8000 Multiplexer Board 2 5 1 6 1 6

Door Lock - 2 sided 1 256.65 Door Lock - Storeroom Function 1 158.00 Latch Protector 1 45.00 HES 5000C Strike 3 156.80 HES 9600 Strike 3 306.45 Card Reader - HID 7 147.00 1,029.00 Cable - Plenum 1,400 0.45

Thank you for your business! We appreciate it! Please reference the invoice number on your check or payment and remit payment to the address listed above. If you have any questions regarding your bill or service please give a call at 954-364-7436

Subtotal	
Sales Tax (0.0%)	
Payments/Credits	
Balance Due	- 11

492.80

277.20

582.00

40.25

39.00

184.70

985.60

582.00

241.50

184.70

234.00

256.65

158.00

470.40

919.35

630.00

45.00

1,386.00

Phone #	Fax #	Email
954.364.7436	954.577.3319	TRIADSECURITYGROUP@COMCAST.NET

TRIAD SECURITY GROUP INC 9305 Old Orchard Road Davie, Florida 33328 License # EF20000612 Bill To Town of Surfside Attn: Jose Feliz 9301 Collins Ave Surfside, FL 33154	TRAAD SECURITY GROUP INC Ship To City Hall 9293 Harding Ave Surfside, Florida		11	OICE //28/2018 767
P.O.	Project		Terms	
			Net 30	
Desc	ription	QTY	Rate	Amount
Installation			1,360.00	9,520.00
Thank you for your business!				

Thank you for your business! We appreciate it! Please reference the invoice number on your check or payment and remit payment to the address listed above. If you have any questions regarding your bill or service please give a call at 954-364-7436

Subtotal	\$16,642.20
Sales Tax (0.0%)	\$0.00
Payments/Credits	\$0.00
Balance Due	\$16,642.20

Phone #	Fax #	Email
954.364.7436	954.577.3319	TRIADSECURITYGROUP@COMCAST.NET

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

ACCESS CONTROL SYSTEM – TOWN HALL

THIS SECOND ADDENDUM TO INSTALLATION AND SERVICE AGREEMENT ("Second Addendum") is made and entered into as of this _____ day of ______, 2019, 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, on February 28, 2018, the Town and Contractor entered into that certain Installation and Service Agreement, and 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 of equipment by the Town, installation, maintenance and support of the new access control system at the Premises ("Work"), (hereinafter the "Agreement"); and

WHEREAS, the Town has elected to add six (6) additional doors to be secured by the new system, including the purchase of additional security and door equipment, and installation charges, all as set forth in the Invoice Proposal attached hereto as Exhibit "A" ("Additional Work"); and

WHEREAS, the Town and Contractor wish to amend the Agreement to add the additional scope of work as set forth in the Invoice Proposal attached hereto as Exhibit "A".

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. <u>Defined Terms</u>. All initial capitalized terms used in this Second Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.

3. <u>Recitals</u>. The recitals set forth above are incorporated herein and made a part of this Addendum.

4. <u>Term.</u>

4.1 <u>Installation of Additional Work.</u> All work or services required under the Agreement shall include the Additional Work. Installation of the Additional Work shall commence promptly upon execution of this Second Addendum and be completed within 15 working days. Time is of the essence in the performance of the Additional Work and services pursuant to the Agreement. Upon completion of the installation and operation of

the Additional Work, and final acceptance of the Additional Work by the Town as certified in writing by the Town Manager, the Town shall make payment to the Contractor of the full balance (\$16,642.20) within 30 days of said completion and installation of the Additional Work.

4.2 <u>Maintenance and Service Term</u>. The initial maintenance and service term of the Agreement for the Additional Work shall commence upon final acceptance and certification of the Additional 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. <u>Counterparts</u>. This Second 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 Second Addendum will constitute an original document and all executed counterparts, together, will constitute the same Agreement.

6. <u>Ratification: Second Addendum Controls.</u> Except as expressly amended herein, all of the terms and provisions of the Agreement remain unmodified and in full force and effect, and applicable to the Additional Work. In the event of any conflict between the terms of the Agreement and the terms of this Second Addendum, the terms of this Second Addendum shall govern as necessary to resolve any such conflict.

[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.

TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation

	Ву:
ATTEST:	Name:
Town Clerk	Title:
I own Clerk	Date:
APPROVED AS TO LEGAL FORM AND SUFFICIENCY:	
Town Attorney	Contractor
	TRIAD SECURITY GROUP, INC. , a Florida corporation
	Ву:
	Name:
	Title:
	Date: