

RESOLUTION NO. 2023- 3021

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF VIDEO SURVEILLANCE EQUIPMENT, RECORDING CAMERA SYSTEMS, AND LICENSE PLATE READER (LPR) EQUIPMENT AND RELATED SOFTWARE SUBSCRIPTION LICENSES FOR VARIOUS CRITICAL INTERSECTIONS LOCATED THROUGHOUT THE TOWN FROM STREAMLINE VOICE & DATA INC.; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS PURCHASE FOR EQUIPMENT AND SERVICES RELATED TO TOWN FACILITIES; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE PURCHASES AND/OR OTHER AGREEMENTS AS MAY BE APPROVED BY THE TOWN MANAGER AND TOWN ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") desires to purchase and install video surveillance and recording camera systems (the "Surveillance Equipment") and related annual software subscription license (the "Surveillance Software") and License Plate Readers (LPRs) (the "LPR Equipment") and related annual software subscription license (the "LPR Software") for various critical intersections located throughout the Town, including 88th Street and Byron Avenue, 94th Street and Abbott Avenue, and 95th Street and Byron Avenue; and

WHEREAS, Streamline Voice & Data, Inc. (the "Vendor"), an existing vendor of the Town, submitted the quote attached hereto as Composite Exhibit "A" (the "Quote") for the purchase and installation of the Surveillance Equipment in the amount of \$24,223.50, the Surveillance Software in the amount of \$800 annually for three (3) years, the LPR Equipment in the amount of \$5,790.00, and the LPR Software in the amount of \$9,278 annually, for a total not to exceed \$40,091.50; and

WHEREAS, the Vendor shall provide the Surveillance Software and the LPR Software in an amount not to exceed \$800.00 annually for three (3) years and \$9,728.00 annually, respectively, for a total not to exceed \$10,078.00 annually after the first year; and

WHEREAS, pursuant to Section 3-13(7)(f) of the Town Code, public works purchases of equipment and services related to Town facilities are exempt from competitive bidding; and

WHEREAS, the Town desires to approve the purchase of the Surveillance Equipment, the Surveillance Software, the LPR Equipment, and the LPR Software (collectively, the "Equipment and Software Purchase") from the Vendor in an amount not to exceed \$40,091.50 in accordance with the Quote attached hereto as Composite Exhibit "A" and authorize the Town Manager to negotiate and execute an agreement with the Vendor for the Equipment and Software Purchase based on the form attached hereto as Exhibit "B"; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Equipment and Software Purchase from Vendor.
The Town Commission approves the Equipment and Software Purchase from the Vendor in an amount not to exceed \$40,091.50, in accordance with the Quote attached hereto as

Composite Exhibit "A." The Town Commission finds that, pursuant to Section 3-13(7)(f) of the Town Code, the purchase of the Equipment and Software Purchase is exempt from competitive bidding as a public works or utilities purchase of equipment and services related to Town facilities.

Section 3. Authorization. The Town Manager is authorized to negotiate and execute an agreement for the Equipment and Software Purchase based on the form attached hereto as Exhibit "B" and/or any related or necessary agreement, subject to the approval as to content by the Town Manager and as to legal sufficiency by the Town Attorney.

Section 4. Implementation. That the Town Commission hereby authorizes the Town Manager to execute any agreement or required documentation for the purchases described in this Resolution, subject to approval by the Town Attorney as to form and legal sufficiency, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of September, 2023.

Motion By: Vice Mayor Rose
Second By: Commissioner Landsman

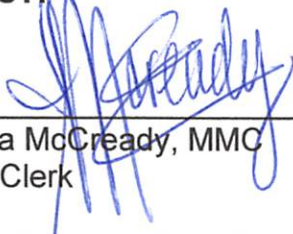
FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>



Shlomo Danzinger, Mayor


ATTEST:



Sandra McCready, MMC
Town Clerk



**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



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

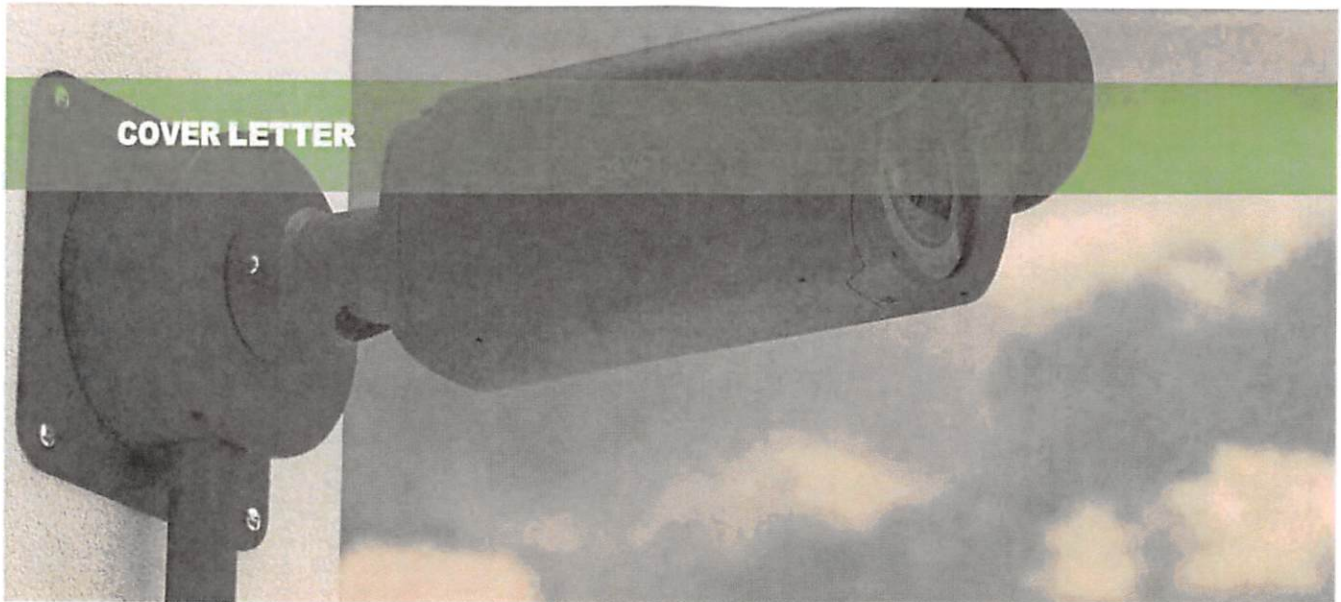
Proposal for:
TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FL 33154



Prepared By:
ROBERT VILLANO
STREAMLINE VOICE & DATA, INC.
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rvillano@streamlinevoice.com

CLOUD SURVEILLANCE SYSTEM

PROPOSAL DATED:
August 14, 2023



Dear Hector Gomez,

Thank you for allowing us to provide a proposal for a new cloud surveillance system at Town of Surfside. Streamline Voice & Data created this proposal with all of Town of Surfside's needs in mind, designing a system that will not only enhance the property, but create a safer community as well.

Streamline Voice & Data provides customers with a centralized and streamlined approach to the procurement of telecommunications and data solutions. Our approach includes identifying and vetting partner companies to ensure top notch service to our customers. For cloud surveillance solutions, Streamline partners with AT&I Systems, experts in access control and video surveillance. AT&I Systems has more than 25 years' experience in protecting customers' most valuable assets. Together with AT&I, we have extensive experience working on commercial quality surveillance systems, using only products that we can put our name behind.

We're committed to the success of your project. Personalized service and one-on-one attention are the cornerstones of our philosophy. We intend to install a system that will last for years to come, having the same picture quality on day 2,500 as it did on day 1.

All the best,

Robert Villano

INVESTMENT

Hardware Investment – 95th St & Byron	Price
Avigilon ALTA Quad Camera Ava Quad black with 30 days retention, multi-sensor camera with four varifocal 5MP camera modules (20 MP), IR and HDR capable, with advanced microphone array, indoor and outdoor with IP66 and IK10 rating, 10-year warranty. Includes injector and mounting hardware.	\$5,795
Outdoor Weatherproof Enclosure Integrated DIN rails, NEMA, weatherproof, fan-cooled.	\$895
Teltonika 5 port POE+ Switch 130W POE+ Switch, unmanaged, rugged.	\$195
Cradlepoint IBR600C Cellular Modem Rugged cellular modem, cloud managed, dual-sim enabled. Includes power supply, and external antenna.	\$895
Custom Fabricated Camera Post Includes installation	\$595
Installation per Camera Includes installation of camera and infrastructure, configuration of analytics and software, training of staff.	\$850
TOTAL	\$7,225

Pricing above includes installation of one (1) Avigilon ALTA Quad Camera at the intersection of 95th St and Byron, Town of Surfside to provide power inside the provided enclosure, Town of Surfside to provide cellular service and sim cards for remote network connection. Approximate views shown in project summary section after pricing section.

INVESTMENT

Hardware Investment – 94th St & Abbot	Price
Avigilon ALTA Quad Camera Ava Quad black with 30 days retention, multi-sensor camera with four varifocal 5MP camera modules (20 MP), IR and HDR capable, with advanced microphone array, indoor and outdoor with IP66 and IK10 rating, 10-year warranty. Includes injector and mounting hardware.	\$3,795
Outdoor Weatherproof Enclosure Integrated DIN rails, NEMA, weatherproof, fan-cooled.	\$895
Teltonika 5 port POE+ Switch 130W POE+ Switch, unmanaged, rugged.	\$195
Cradlepoint IBR600C Cellular Modem Rugged cellular modem, cloud managed, dual-sim enabled. Includes power supply, and external antenna.	\$895
Custom Fabricated Camera Post Includes installation	\$595
Installation per Camera Includes installation of camera and infrastructure, configuration of analytics and software, training of staff.	\$850
TOTAL	\$7,225

Pricing above includes installation of one (1) Avigilon ALTA Quad Camera at the intersection of 94th St and Abbot. Town of Surfside to provide power inside the provided enclosure. Town of Surfside to provide cellular service and sim cards for remote network connection. Approximate views shown in project summary section after pricing section.

INVESTMENT

Hardware Investment – 88th St & Byron			Price
Avigilon ALTA Quad Camera	\$3,795	2	\$7,590
Ava Quad black, with 30 days retention, multi-sensor camera with four varifocal 5MP camera modules (20 MP), IR and HDR capable, with advanced microphone array, indoor and outdoor with IP66 and IK10 rating, 10-year warranty. Includes injector and mounting hardware.			
Outdoor Weatherproof Enclosure			\$895
Integrated DIN rails, NEMA, weatherproof, fan-cooled.			
Teltonika 5 port POE+ Switch			\$195
130W POE+ Switch, unmanaged, rugged.			
Cradlepoint IBR600C Cellular Modem			\$895
Rugged cellular modem, cloud managed, dual-sim enabled. Includes power supply, and external antenna.			
Custom Fabricated Camera Post	\$595	2	\$1,190
Includes installation			
Installation per Camera	\$850	2	\$1,700
Includes installation of camera and infrastructure, configuration of analytics and software, training of staff.			
Subtotal			\$12,465
Bundle Discount (\$)	2,691.50		-\$2,691.5
TOTAL			\$9,773.50

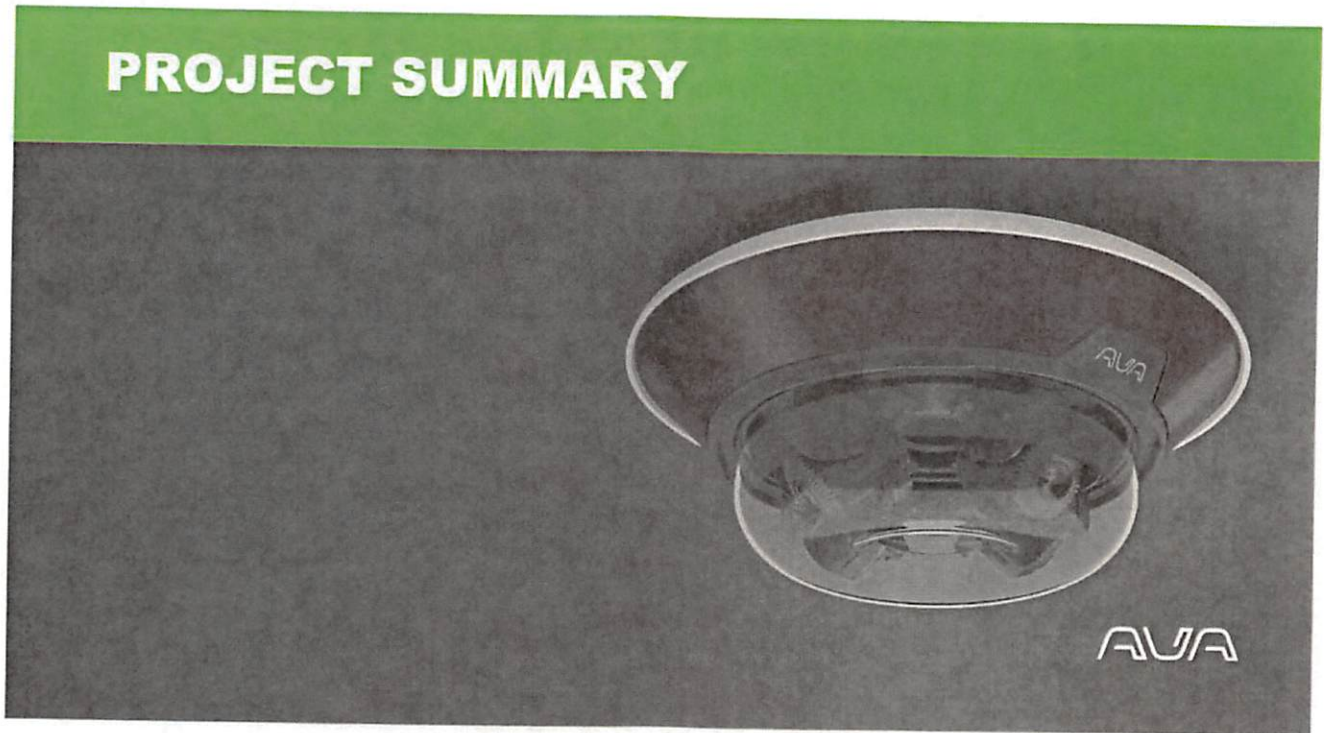
Pricing above includes installation of two (2) Avigilon ALTA Quad Cameras at the intersection of 88th St and Byron, Town of Surfside to provide power inside the provided enclosure. Town of Surfside to provide cellular service and sim cards for remote network connection. Approximate views shown in project summary section after pricing section.

INVESTMENT

Software Investment- 3 Year License Term	Price
<p>Subscription to Avigilon ALTA Aware Cloud, Per Camera</p> <ul style="list-style-type: none"> • Real-time video analytics: Allows the Town of Surfside to move from passive surveillance to active surveillance. Analytics can create alerts for vandalism, loitering, over-occupancy, unauthorized trespassing, jumping fences, etc. • 30-day cloud storage: Provides a cloud back-up of all footage. Flexible storage options allow you to store only what you need. • Software/Firmware Updates: Guarantees a future-proof system. New updates can range from extra security features to new advanced analytics. • Cloud management of video and alerts allows town to leverage cloud infrastructure to easily watch all cameras across all locations. No complicated IT requirements. • Cameras update themselves which allows the town to dedicate fewer resources to maintaining the camera system across several remote locations. 	<p>\$600 4 \$2,400</p>

Above is the 3-year recurring license for the Avigilon ALTA Cloud subscription. One-year and 5-year options are available.

PROJECT SUMMARY



This quote provides an outline and estimate of costs for the Town of Surfside surveillance system project. The project includes:

- The installation of 4 Avigilon ALTA Quad cameras at various intersections.
- Customer to provide cellular data and power.
- Approximate views shown below.

WARRANTY

ALTA Cameras: 10 years

Wire, switching, misc: 1-year

Labor: 2-years

SERVICE RESPONSE & PRICING

Service rate: \$150/hr.

Calls typically resolved/ diagnosed within 24-48 hours.

Remote support no cost at all.

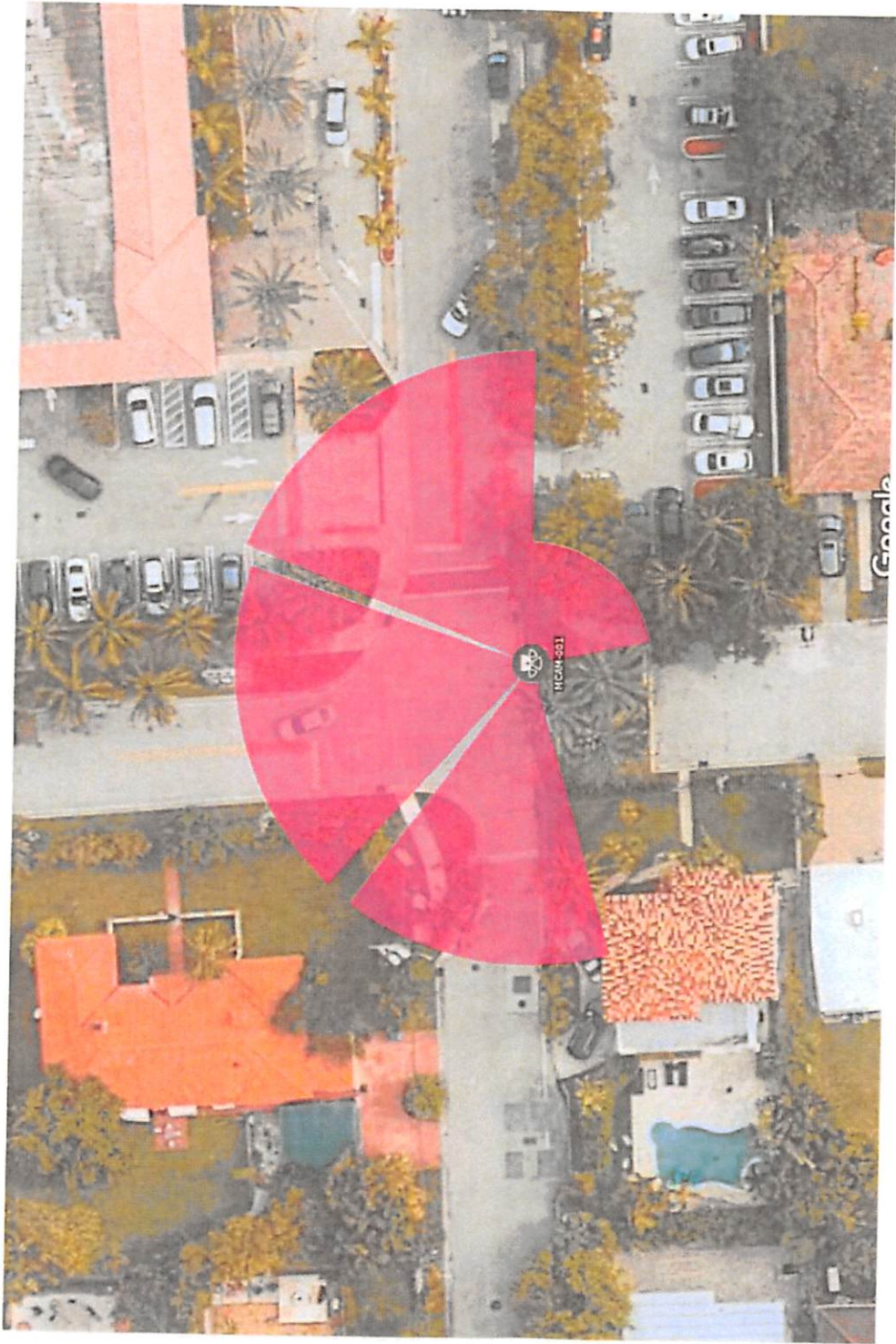
Unlimited trainings provided to all staff members.

The project does not include, unless otherwise stated, electrical wiring, control wiring, concrete pads, removal and replacement of paving stone, saw cutting of asphalt, telephone lines, computers, Knox box, permits (if required) or any unforeseen damage.

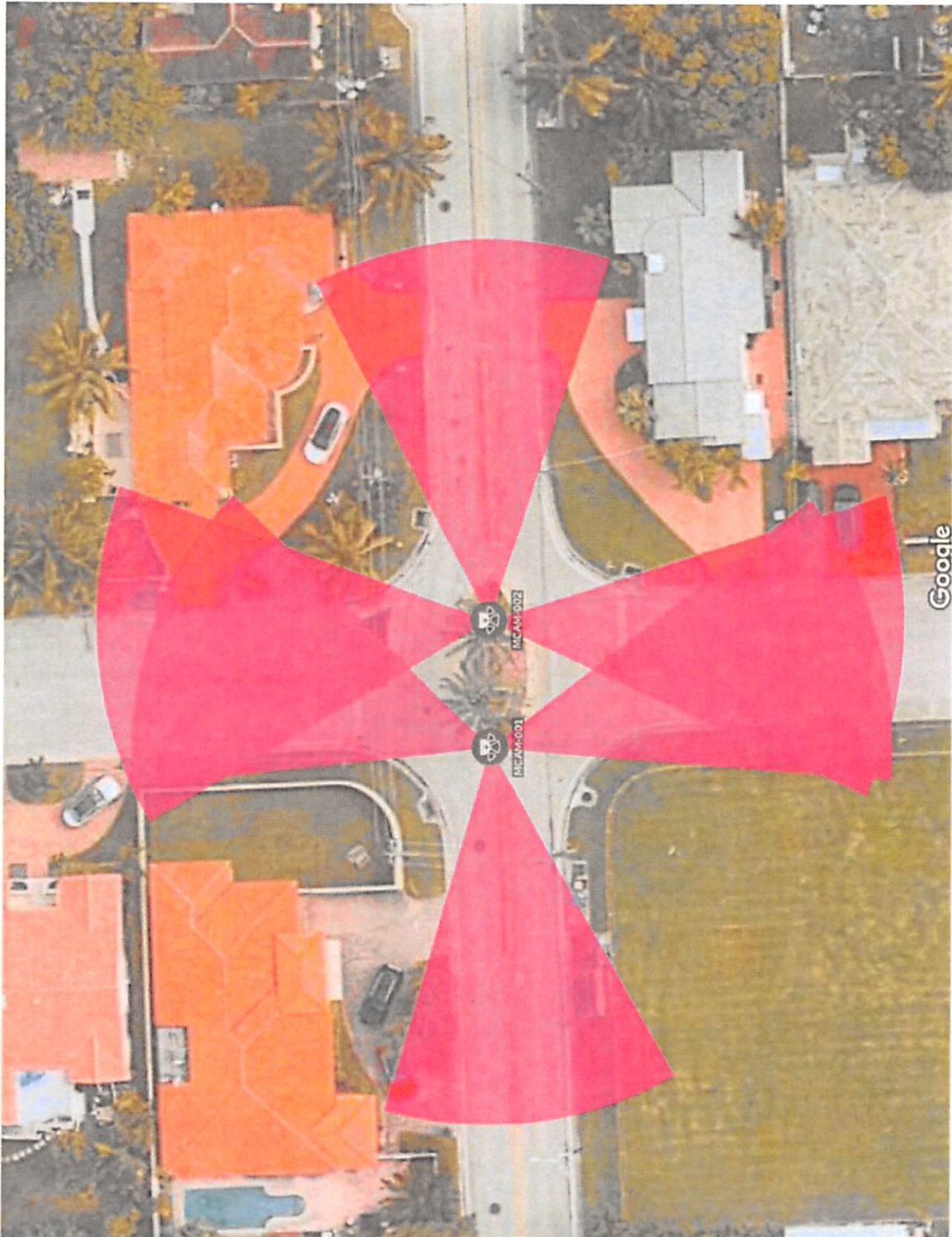
Byron and 95th st - June 21st, 2023



94th and abbot - June 21st, 2023



88th and byron - June 21st, 2023



Aware License Plate Recognition

Intelligent, automatic license plate detection for your property.

Aware License Plate Recognition (LPR)

LPR helps organizations leverage their existing security infrastructure to capture and track license plate data in real time. Say goodbye to dedicated license plate recognition cameras, expensive licensing and lack of control. With Aware LPR, you can get rules-based alerts for license plates of interest, speed up post-event investigations and optimize operations based on vehicle analytics and business intelligence. All this, and you only need one camera to do it.

Why Do You Need It?

Secure your parking lots, garages, and property



Monitor and search for incoming and outgoing vehicles in real time



Conduct more accurate post-event investigations

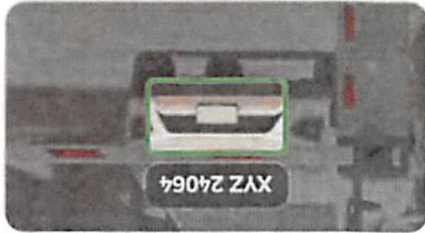


Faster vehicle flow through your entrances and exits



How it Works

1. A single Aware LPR camera can do the job of multiple cameras
2. As traffic enters your property, Aware LPR scans each vehicle and creates an event based on rules, categorizing the license plate into a searchable query
3. Events are identified on your Aware dashboard
4. Access events allow you to automate gated entry by approving certain license plates to your lot or garage
5. Access any LPR events or alerts from your phone or computer
6. Multi-factor authentication verifies the credentials on the correct vehicle



Automate your gated entries, allowing LPR to recognize pre-approved vehicles and keep track of traffic

Always Ahead of the Curve
Aware LPR is software driven, so updates are automatic—you'll always have the most recent firmware and features.



All it Takes is One Camera
Aware cameras provide full situational awareness through just one single security camera. There's no need for multiple cameras that increase the total cost of ownership over time, just let Aware provide the full package through one camera.



24/7 Neighborhood Protection
7M property crimes occur every year and 80% go unsolved because they lack the key piece of evidence law enforcement needs to pursue an investigation - a license plate for the suspect vehicle. Over 70% of these crimes are committed with a vehicle, make sure your property is protected.



Cloud Video Security

Why Cloud Video Security?



Map View with Smart Presence™
Add maps of all your locations and facilities in Aware to gain enhanced situational awareness and insights. Each map can be configured and includes camera views, alarm views, as well as the ability to track and count people, vehicles and other objects as they move on your premises.



Fast Investigations with Smart Search™
Search by event, similarity, appearance and image using machine learning to comb through countless hours of video throughout your entire deployment. Reduce forensic investigation time from days to minutes and gain more efficiency and accuracy with the same number of operators.



Anomaly detection real-time
Use rules-based templates to define scenarios where you want to be notified when specific events occur, such as loitering, line crossing, fire exit access, and more. Aware leverages advanced object identification to monitor and detect unusual events and behaviors and sends alerts and notifications in real-time.



Smart Recording™
Smart Recording™ switches the resolution stream for all your camera recordings. It automatically records with maximum resolution when people and vehicles are present or interesting events occur, and changes to as low as 360p or no recording at all when the activity disappears to save storage space.



On-camera analytics
Cloud-managed Dome, Compact Dome, and 360 security cameras integrate intelligence via image recognition, machine learning, and directional acoustic sensors. Each camera also identifies specific sound patterns, like screaming, gunshots, breaking glass, or loud noises, to determine the type of sound and direction.



Reduce bandwidth and get high-quality video
Smart Path™ minimizes bandwidth consumption and keeps video local using unique and innovative technology such as WebRTC intelligent routing and AI-based bandwidth and storage optimization, alleviating a key customer concern.

Cloud Video Security Features



Detect threats and anomalies in real time with AI-powered security.



Deploy Ava Cloud Cameras with integrated analytics and onboard storage.



Enjoy secure web and app access from anywhere in the world.



Search faster and more accurately.



Get analytics from all your cameras all the time, in a unified, single view.



Reduce bandwidth usage and get high-quality footage.



Optimize operations with insights.

INVESTMENT SUMMARY

Hardware Investment	Price
Hardware Investment – 95 th St & Byron	\$7,225.00
Hardware Investment – 94 th St & Abbot	\$7,225.00
Hardware Investment – 88 th St & Byron	\$12,465.00
Subtotal	\$26,915.00
Bundle Discount (\$) 2,691.50	-\$2,691.50
TOTAL HARDWARE	\$24,223.50

The total hardware fee includes project management, equipment, materials, labor, scheduling, supervision, and quality assurance. Additional charges will be included if changes are made to the project scope once this document has been signed and/or differences between the allowance outlined above and the actual cost of these items varies.

Software Investment – 3 Year License Term	Price
Subscription to Avigilon ALTA Aware Cloud, Per Camera 3-year recurring license fee payable in full upfront	\$600 4 \$2,400.00
TOTAL SOFTWARE	\$2,400.00

LIMITED WARRANTY ON SALE

In the event that any part of the security equipment becomes defective, Streamline Voice & Data, Inc. ("Streamline") agrees to make all repairs and replacement of parts without costs to the Customer for a period of one year from the date of installation unless specified differently on this agreement. Streamline reserves the option to either replace or repair the security equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, underground wiring, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. Streamline is not the manufacturer of the equipment and other than Streamline's limited warranty, Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. Except as set forth in this agreement, Streamline makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and Streamline shall not be liable for consequential damages. Streamline does not represent nor warrant that the security equipment may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise or that the system will in all cases provide the protection for which it is installed. Streamline expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse attempted or unauthorized repair service, modification, or improper installation by anyone other than Streamline. Customer acknowledges that any affirmation of fact or promise made by Streamline shall not be deemed to create an express warranty unless included in this agreement in writing; that Customer is not relying on Streamline's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that Streamline has offered additional and more sophisticated equipment for an additional charge which Customer has declined. Customer's exclusive remedy for Streamline's breach of this agreement or negligence to any degree under this agreement is to require Streamline to repair or replace, at Streamline's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted listed in this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, Streamline will procure air permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

- 1. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** Streamline shall not be liable for any damage or loss sustained by Customer as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including Streamline's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of Streamline, Streamline shall have such additional time for performance as may be reasonably necessary under the circumstances. Customer assumes all risk of loss of material once delivered to the job site. Should Streamline be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Customer agrees to pay Streamline for such service or material.
- 2. TESTING OF SECURITY EQUIPMENT:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Customer, and it is Customer's sole responsibility to test the operation of the security equipment and to notify Streamline if any equipment is in need of repair. Streamline shall not be required to service the security equipment unless it has received notice from Customer, and upon such notice, Streamline shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 4 p.m. Customer agrees to test and inspect the security equipment and to advise Streamline of any defect, error or omission in the security equipment. In the event Customer complies with the terms of this agreement and Streamline fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Customer agrees to send notice that the security equipment is in need of repair to Streamline, in writing, by certified or registered mail, return receipt requested, and Customer shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Customer shall be precluded from raising the issue that the security equipment was not operating unless the Customer can produce a post office certified or registered receipt signed by Streamline, evidencing that warranty service was requested by Customer.
- 3. CARE AND SERVICE OF SECURITY EQUIPMENT:** Customer agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs replacement or alteration of the security equipment made by reason of alteration to Customer's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Customer. Batteries, electrical surges, lightning damage software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service and will be repaired or replaced at Customer's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without Streamline's written consent otherwise the warranty will be voided.

Composite Exhibit A

4. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Customer agrees to furnish, at Customer's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by Streamline.

5. **LIEN LAW:** Streamline or any subcontractor engaged by Streamline to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

6. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Customer agrees to defend advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless Streamline, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Customer, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by Streamline's performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against Streamline or Streamline's subcontractors arising out of this agreement or the relation of the parties hereto. Customer shall not be permitted to assign this agreement without written consent of Streamline, which shall not unreasonably be withheld. Streamline shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

7. **EXCULPATORY CLAUSE:** Streamline and Customer agree that Streamline is not an insurer, and no insurance coverage is offered herein. The security system, equipment, and Streamline's and its subcontractors' services are designed to detect and reduce certain risks of loss, though Streamline does not guarantee that no loss or damage will occur. Streamline is not assuming liability, and, therefore, shall not be liable to Customer or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Customer or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Streamline's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

8. **INSURANCE / ALLOCATION OF RISK:** Customer shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage. The parties intend that the Customer assume all potential risk and damage that may arise by reason of failure of the equipment, system or Streamline's services and that Customer will look to its own insurance carrier for any loss or assume the risk of loss. Streamline shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Customer from insurance covering such loss or damage or for such loss or damage against which Customer is indemnified or insured. Customer and all those claiming rights under Customer waive all rights against Streamline and its subcontractors for loss or damages caused by perils intended to be detected by Streamline's services or covered by insurance to be obtained by Customer, except such rights as Customer or others may have to the proceeds of insurance.

9. **LIMITATION OF LIABILITY:** CUSTOMER AGREES THAT, EXCEPT FOR STREAMLINE'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF STREAMLINE AS A RESULT OF STREAMLINE'S BREACH OF THIS CONTRACT NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF STREAMLINE'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR TORT, THAT STREAMLINE'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00. IF CUSTOMER WISHES TO INCREASE STREAMLINE'S AMOUNT OF LIMITATION OF LIABILITY, CUSTOMER MAY AS A MATTER OF RIGHT AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH STREAMLINE'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, STREAMLINE'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

10. **LEGAL ACTION/ BREACH/ LIQUIDATED DAMAGES/ AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by Streamline, the payments to be made by the Customer for the term of this agreement form an integral part of Streamline's anticipated profits; that in the event of Customer's default it would be difficult if not impossible to fix Streamline's actual damages. Therefore in the event Customer defaults in any payment or charges to be paid to Streamline, Customer shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and Streamline shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Customer of any obligation herein.

CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by Streamline against Customer, Customer shall not be permitted to interpose any counterclaim. CUSTOMER MAY BRING CLAIMS AGAINST STREAMLINE ONLY IN CUSTOMER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT INCLUDING ISSUES OF ARBITRABILITY SHALL, AT THE OPTION OF ANY PARTY BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision, the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Florida, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where Streamline's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Customer may have or bring against Streamline in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT CUSTOMER IS WAIVING CUSTOMER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

11. **STREAMLINE'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Customer agrees that Streamline is authorized and permitted to subcontract any services to be provided by Streamline to third parties who may be independent of Streamline, and that Streamline shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Customer appoints Streamline to act as Customer's agent with respect to such third parties, except that Streamline shall not obligate Customer to make any payments to such third parties. Customer acknowledges that this agreement, and particularly those paragraphs relating to Streamline's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of Streamline.

12. **FULL AGREEMENT/ SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Customer acknowledges and represents that Customer has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Customer hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Customer's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

ACCEPTANCE:

TOWN OF SURFSIDE

Streamline Voice & Data, Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

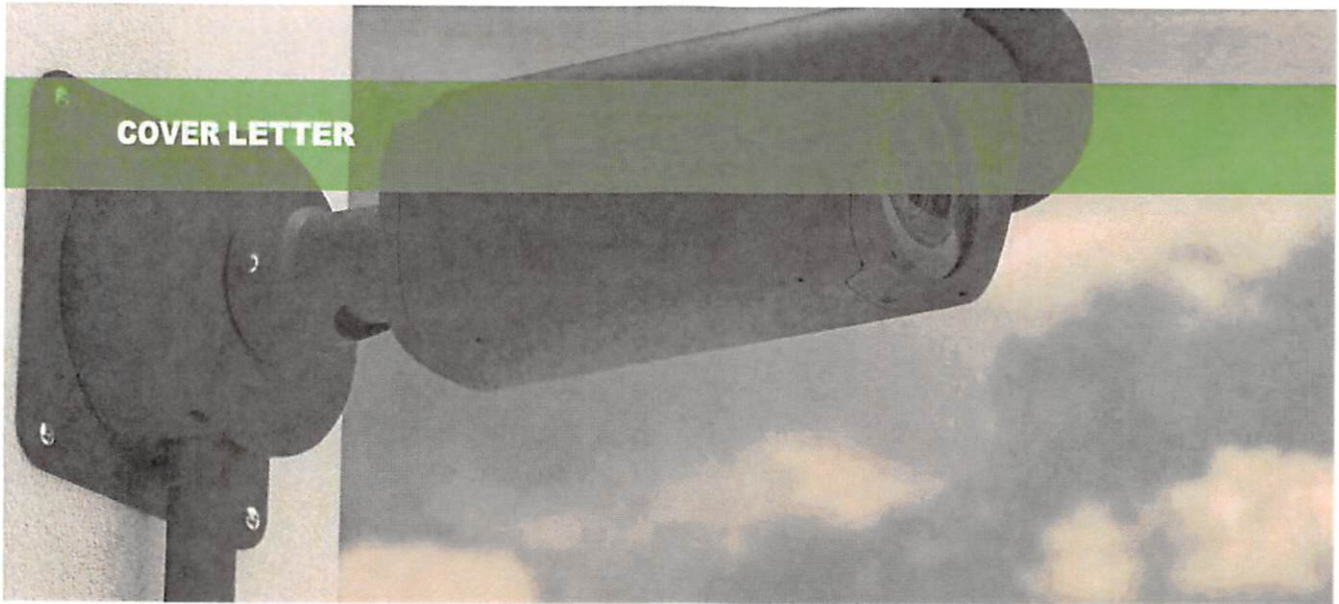
Proposal for:
TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FL 33154



Prepared By:
ROBERT VILLANO
STREAMLINE VOICE & DATA, INC.
Ph: (305) 577-8800
Fax: (305) 577-9901
rvillano@streamlinevoice.com

**CLOUD LICENSE PLATE READER SYSTEM
SUBSCRIPTION**

PROPOSAL DATED:
August 14, 2023



COVER LETTER

Dear Hector Gomez,

Thank you for allowing us to provide a proposal for a new cloud license plate reader system at Town of Surfside. Streamline Voice & Data created this proposal with all of Town of Surfside's needs in mind, designing a system that will not only enhance the property, but create a safer community as well.

Streamline Voice & Data provides customers with a centralized and streamlined approach to the procurement of telecommunications and data solutions. Our approach includes identifying and vetting partner companies to ensure top notch service to our customers. For cloud surveillance solutions, Streamline partners with AT&I Systems, experts in access control and video surveillance. AT&I Systems has more than 25 years' experience in protecting customers' most valuable assets. Together with AT&I, we have extensive experience working on commercial quality surveillance systems, using only products that we can put our name behind.

We're committed to the success of your project. Personalized service and one-on-one attention are the cornerstones of our philosophy. We intend to install a system that will last for years to come, having the same picture quality on day 2,500 as it did on day 1.

All the best,

Robert Villano

INVESTMENT

Hardware Investment			Price
Hardware, wire misc. per entry Includes wire, mounting hardware, conduit, etc	\$650	2	\$1,300
Outdoor Weatherproof Enclosure Integrated DIN rails, NEMA, weatherproof, fan-cooled.	\$895	1	\$895
Custom Fabricated Camera Post Includes installation	\$595	1	\$595
Installation, programming, training per device Installation of two L6Q Quick Deploy LPR Cameras at Byron and 88 th (Cameras billed as yearly subscription as outlined below)	\$1,500	2	\$3,000
TOTAL			\$5,790

Subscription Investment			Price
Subscription to Vigilant LPR/Per Year <ul style="list-style-type: none"> • Real-time LPR Analytics. Capture plates up to 100MPH. • Software/Firmware Updates: Guarantees a future-proof system. New updates can range from extra security features to new advanced analytics. • Includes Vigilant license, extended warranty, product refresh license 	\$4,450	2	\$8,900
Subscription to Mobile Companion App/Per Year <ul style="list-style-type: none"> • Allows phone mobile device to turn into a mobile scanner. Allows plates to be scanned by phone. • Two licenses provided to test out solution. Can expanded later on 	\$189	2	\$378

PROJECT SUMMARY



This quote provides an outline and estimate of costs for the Town of Surfside surveillance system project. The project includes:

- The installation of two (2) L6Q Quick Deploy Cameras at the 88th St and Byron intersection in Surfside, FL.
- LPR 001 will be installed on the same post we will be installing an Avigilon ALTA Quad Camera on. We will use all the existing infrastructure to be provided for that project. If that project does not move forward, we would need to readjust pricing.
- LPR 002 will be installed on its own post. Surfside to provide power at the location of this camera.
- The LPR cameras are cellular enabled and Town of Surfside to provide sim cards at reduced cost.

The project does not include, unless otherwise stated, electrical wiring, control wiring, concrete pads, removal and replacement of paving stone, saw cutting of asphalt, telephone lines, computers, Knox box, permits (if required) or any unforeseen damage

YEAR ONE INVESTMENT

\$15,068.00

Includes project management, equipment, materials, labor, scheduling, supervision and quality assurance
Includes Mobile Companion (\$189 per license per year).

SUBSEQUENT YEARLY INVESTMENT

\$8,900.00 (2 cameras year)

\$378 (2 Mobile Companion licenses year)

88thbyronlpr - June 30th, 2023











L6Q QUICK-DEPLOY LICENSE PLATE RECOGNITION CAMERA SYSTEM

RAPID INSTALL, RAPID INSIGHTS

The Motorola Solutions L6Q license plate reader delivers enhanced safety and security right at the door. Combining License Plate Recognition (LPR) technology with simple installation and ease of use, this radar-based camera triggers when vehicles move at specific speed thresholds, even in total darkness. Paired with Vigilant ClientPortal software, the L6Q adds a layer of efficiency to your security and parking operations with patented analytics and configurable data-sharing capabilities.

 <p>QUICK DEPLOYMENT Install, configure and activate the L6Q on your own within minutes. Mount it on almost any surface and complete the setup with the Mobile Companion app on your Android or iOS device.</p>	 <p>TEMPERATURE & WEATHER RESISTANT Install the L6Q in the hottest and coldest locations with its wide operating temperature range, while its IP67-rated design can withstand varying weather conditions such as rain and snow.</p>	 <p>SOLAR, BATTERY & AC/DC POWER OPTIONS Deploy the L6Q where needed with versatile power options, including solar, AC/DC, as well as a swappable internal battery.</p>
 <p>GET THE RIGHT DATA Configure the L6Q to trigger when vehicles move at specific speeds, up to 100 mph (161 km/h), and travel directions up to 75 ft (23m) away across multiple lanes, and capture the make, model and color.</p>	 <p>TAMPER-PROOF WITH PAINTABLE SHROUD The L6Q is built to be physically secure and to blend in with its surroundings by easily removing and painting its shroud.</p>	 <p>ANALYTICS Benefit from an industry-leading software to manage hot lists and alerts, conduct advanced searches and run patented analytics such as association and location analysis and convoy identification.</p>

For more information, visit the [L6Q Camera System webpage](#)



© 2023, Avigilon Corporation. All rights reserved. MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. 04-2023 L1501

LIMITED WARRANTY ON SALE

In the event that any part of the security equipment becomes defective, Streamline Voice & Data, Inc. ("Streamline") agrees to make all repairs and replacement of parts without costs to the Customer for a period of one year from the date of installation unless specified differently on this agreement. Streamline reserves the option to either replace or repair the security equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, underground wiring, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. Streamline is not the manufacturer of the equipment and other than Streamline's limited warranty, Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. Except as set forth in this agreement, Streamline makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and Streamline shall not be liable for consequential damages. Streamline does not represent nor warrant that the security equipment may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise or that the system will in all cases provide the protection for which it is installed. Streamline expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse attempted or unauthorized repair service modification, or improper installation by anyone other than Streamline. Customer acknowledges that any affirmation of fact or promise made by Streamline shall not be deemed to create an express warranty unless included in this agreement in writing: that Customer is not relying on Streamline's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement and that Streamline has offered additional and more sophisticated equipment for an additional charge which Customer has declined. Customer's exclusive remedy for Streamline's breach of this agreement or negligence to any degree under this agreement is to require Streamline to repair or replace, at Streamline's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted listed in this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, Streamline will procure air permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

- 1. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** Streamline shall not be liable for any damage or loss sustained by Customer as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including Streamline's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of Streamline, Streamline shall have such additional time for performance as may be reasonably necessary under the circumstances. Customer assumes all risk of loss of material once delivered to the job site. Should Streamline be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Customer agrees to pay Streamline for such service or material.
- 2. TESTING OF SECURITY EQUIPMENT:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Customer, and it is Customer's sole responsibility to test the operation of the security equipment and to notify Streamline if any equipment is in need of repair. Streamline shall not be required to service the security equipment unless it has received notice from Customer, and upon such notice, Streamline shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 4 p.m. Customer agrees to test and inspect the security equipment and to advise Streamline of any defect, error or omission in the security equipment. In the event Customer complies with the terms of this agreement and Streamline fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Customer agrees to send notice that the security equipment is in need of repair to Streamline, in writing, by certified or registered mail, return receipt requested, and Customer shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Customer shall be precluded from raising the issue that the security equipment was not operating unless the Customer can produce a post office certified or registered receipt signed by Streamline, evidencing that warranty service was requested by Customer.
- 3. CARE AND SERVICE OF SECURITY EQUIPMENT:** Customer agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs replacement or alteration of the security equipment made by reason of alteration to Customer's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Customer. Batteries, electrical surges, lightning damage software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service and will be repaired or replaced at Customer's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without Streamline's written consent

Composite Exhibit A

otherwise the warranty will be voided.

4. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Customer agrees to furnish, at Customer's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by Streamline.

5. **LIEN LAW:** Streamline or any subcontractor engaged by Streamline to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

6. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Customer agrees to defend advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless Streamline, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Customer, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by Streamline's performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against Streamline or Streamline's subcontractors arising out of this agreement or the relation of the parties hereto. Customer shall not be permitted to assign this agreement without written consent of Streamline, which shall not unreasonably be withheld. Streamline shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

7. **EXCULPATORY CLAUSE:** Streamline and Customer agree that Streamline is not an insurer, and no insurance coverage is offered herein. The security system, equipment, and Streamline's and its subcontractors' services are designed to detect and reduce certain risks of loss, though Streamline does not guarantee that no loss or damage will occur. Streamline is not assuming liability, and, therefore, shall not be liable to Customer or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Customer or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Streamline's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

8. **INSURANCE / ALLOCATION OF RISK:** Customer shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage. The parties intend that the Customer assume all potential risk and damage that may arise by reason of failure of the equipment, system or Streamline's services and that Customer will look to its own insurance carrier for any loss or assume the risk of loss. Streamline shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Customer from insurance covering such loss or damage or for such loss or damage against which Customer is indemnified or insured. Customer and all those claiming rights under Customer waive all rights against Streamline and its subcontractors for loss or damages caused by perils intended to be detected by Streamline's services or covered by insurance to be obtained by Customer, except such rights as Customer or others may have to the proceeds of insurance.

9. **LIMITATION OF LIABILITY:** CUSTOMER AGREES THAT, EXCEPT FOR STREAMLINE'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF STREAMLINE AS A RESULT OF STREAMLINE'S BREACH OF THIS CONTRACT NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF STREAMLINE'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR TORT, THAT STREAMLINE'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00. IF CUSTOMER WISHES TO INCREASE STREAMLINE'S AMOUNT OF LIMITATION OF LIABILITY, CUSTOMER MAY AS A MATTER OF RIGHT AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH STREAMLINE'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, STREAMLINE'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

10. **LEGAL ACTION/ BREACH/ LIQUIDATED DAMAGES/ AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by Streamline, the payments to be made by the Customer for the term of this agreement form an integral part of Streamline's anticipated profits; that in the event of Customer's default it would be difficult if not impossible to fix Streamline's actual damages. Therefore in the event Customer defaults in any payment or charges to be paid to Streamline, Customer shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and Streamline shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to

Composite Exhibit A

remotely re-program or delete any programming without relieving Customer of any obligation herein.

CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by Streamline against Customer, Customer shall not be permitted to interpose any counterclaim. CUSTOMER MAY BRING CLAIMS AGAINST STREAMLINE ONLY IN CUSTOMER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT INCLUDING ISSUES OF ARBITRABILITY SHALL, AT THE OPTION OF ANY PARTY BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision, the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Florida, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where Streamline's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Customer may have or bring against Streamline in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

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11. **STREAMLINE'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Customer agrees that Streamline is authorized and permitted to subcontract any services to be provided by Streamline to third parties who may be independent of Streamline, and that Streamline shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Customer appoints Streamline to act as Customer's agent with respect to such third parties, except that Streamline shall not obligate Customer to make any payments to such third parties. Customer acknowledges that this agreement, and particularly those paragraphs relating to Streamline's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of Streamline.

12. **FULL AGREEMENT/ SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Customer acknowledges and represents that Customer has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Customer hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Customer's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

ACCEPTANCE:

TOWN OF SURFSIDE

Streamline Voice & Data, Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

AVIRALON ALTA (JAVA SECURITY) END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is a legal agreement between you ("User") and Avira ("Avira") regarding the use of the Aviralon Alta (Java Security) software ("Software").

Ownership

The Software is the property of Avira and is protected by copyright and other intellectual property laws.

Installation

You may install and use the Software on a single computer for personal use. You may not install or use the Software on multiple computers or networks, or on any computer or network that is used for commercial or other business purposes.

Restrictions and limitations

You may not copy, modify, distribute, or otherwise use the Software in any way that is not expressly permitted by this EULA. You may not reverse engineer, decompile, or disassemble the Software.

Change terms

Avira reserves the right to modify or terminate this EULA at any time without notice.

Termination rights

Avira reserves the right to terminate this EULA if you breach any of its terms.

Warranty and disclaimer

The Software is provided "as is" without any warranty, express or implied. Avira disclaims all liability for any damages, including direct, indirect, or consequential damages, arising from the use of the Software.

Acceptable use restrictions

You may not use the Software to engage in any illegal or prohibited activity, or to violate any applicable laws or regulations.

Consent to use of data

By using the Software, you consent to the collection and use of your data as described in the Avira Privacy Policy.

Additional software and services

The Software may include or be used in conjunction with other software or services, each of which may have its own EULA.

Limitations and exclusions of liability

Avira disclaims all liability for any damages, including direct, indirect, or consequential damages, arising from the use of the Software.

Force majeure

Avira is not liable for any delays or interruptions in the availability of the Software caused by force majeure.

Entirety of warranty and other terms

This EULA constitutes the entire agreement between you and Avira regarding the use of the Software.

Assignment

You may not assign or transfer your rights or obligations under this EULA to any third party.

Compliance

You agree to comply with all applicable laws and regulations, including those relating to data protection and privacy.

Termination

Avira reserves the right to terminate this EULA if you breach any of its terms.

Third party rights

This EULA does not affect the rights of any third parties.

Export restrictions

The Software is subject to export control laws and regulations.

Assignment and waiver

You agree to assign and waive your rights under this EULA to Avira.

Severance

If any provision of this EULA is found to be unenforceable, the remaining provisions shall remain in effect.

Other agreements

This EULA is subject to other agreements between you and Avira.

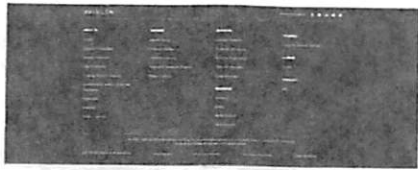
Emerging law and practice

This EULA is governed by the laws of the State of California.

Avira reserves the right to modify or terminate this EULA at any time without notice.

By using the Software, you agree to be bound by this EULA.

Avira



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
STREAMLINE VOICE & DATA, INC.**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2023 (the “Effective Date”), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation, (hereinafter the “Town”), and **STREAMLINE VOICE & DATA, INC.**, a Florida corporation, (hereinafter, the “Consultant”).

WHEREAS, the Town desires to purchase and install video surveillance and recording camera systems (the “Surveillance Equipment”) and related annual software subscription license (the “Surveillance Software”) and License Plate Readers (LPRs) (the “LPR Equipment”) and related annual software subscription license (the “LPR Software”) for various critical intersections located throughout the Town, including 88th Street and Byron Avenue, 94th Street and Abbott Avenue, and 95th Street and Byron Avenue; and

WHEREAS, the Consultant will deliver and install the Surveillance Equipment and the LPR Equipment on behalf of the Town and provide the Town with Surveillance Software and LPR Software subscription licenses, all as further set forth in the Quote attached hereto as Composite Exhibit “A” (collectively, the “Services”); and

WHEREAS, the Town and Consultant, through mutual negotiation, have agreed upon a fee for the purchase and installation of the Surveillance Equipment in the amount of \$24,223.50, the Surveillance Software in the amount of \$800.00 annually for three (3) years, the LPR Equipment in the amount of \$5,790.00, and the LPR Software in the amount of \$9,278.00 annually, for a total not to exceed \$40,091.50 during the first year of this Agreement; and

WHEREAS, compensation for the Surveillance Software and LPR Software subscription licenses after the first year of this Agreement shall be in the amount of \$800.00 annually and \$9,278.00 annually, respectively, for a total not to exceed \$10,078.00 annually; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. Scope of Services.

- 1.1.** Consultant shall provide the Services set forth in the Quote attached hereto as Composite Exhibit “A” and incorporated herein by reference. Specifically, within thirty (30) days of the Effective Date of this Agreement, the Consultant shall deliver and install the Surveillance Equipment and LPR Equipment and provide subscription licenses for the Surveillance Software and LPR Software necessary for the Surveillance Equipment and LPR Equipment.

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager may renew this Agreement for two (2) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in an amount not to exceed \$40,091.50 during the first year of the Agreement and \$10,078.00 annually thereafter in accordance with the Quote attached hereto as Composite Exhibit "A." Specifically, the Consultant shall be compensated as follows:

3.1.1. Delivery and installation of Surveillance Equipment: one-time fee of \$24,223.50;

3.1.2. Delivery and installation of LPR Equipment: one-time fee of \$5,790.00;

3.1.3. Surveillance Software: annual fee of \$800.00; and

3.1.4. LPR Software: annual fee of \$9,728.00.

3.2. Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Town Manager.

8.3. In the event of termination by the Town, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant 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 Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

9.1.1. 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 Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. 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 Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. 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.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.1.5. Cyberliability Insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing 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 Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this 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 this Agreement and shall state that such insurance is as required by this 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.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, 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 Consultant in performance of this Agreement. The Consultant'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 Consultant's insurance. The Consultant'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.

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

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. 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 all appellate levels.

11.2. 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.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this 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 addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

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

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

- 16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2. Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 16.3. Upon request from the Town’s custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7. Consultant’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE**

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Sandra McCready, MMC
Mailing address: 9293 Harding Avenue
Surfside, FL 33154
Telephone number: 305-861-4863
Email: smccready@townofsurfsidefl.gov

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.
18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any

person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
27. **Boycotts.** The Consultant is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.
28. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**[Remainder of page intentionally left blank.
Signature page and E-Verify Affidavit follows.]**

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

CONTRACTOR

By: _____
Hector Gomez
Acting Town Manager

Attest:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:

Hector Gomez
Town of Surfside
Attn: Acting Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
hgomez@townofsurfsidefl.gov (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

By: _____

Name: _____

Title: _____

Entity:

Addresses for Notice:

_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)

EXHIBIT "A"
COMPOSITE QUOTE