

RESOLUTION NO. 2024- 3250

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 RELATED SOFTWARE SUBSCRIPTION LICENSES FROM STREAMLINE VOICE & DATA INC. FOR THE PARKING LOTS LOCATED ON HARDING AVENUE; 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 PURCHASE 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 for the parking lots located on Harding Avenue and 94th Street and Harding Avenue and 93rd Street (the "Surveillance Equipment") and related annual software subscription license (the "Surveillance Software"); 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 \$49,218 and the Surveillance Software in the amount of \$7,800 for three (3) years for a total not to exceed \$57,018; 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 and the Surveillance Software (collectively, the "Equipment and Software Purchase") from the Vendor in an amount not to exceed \$57,018 in accordance with the Quote attached hereto as Composite Exhibit "A" and authorize the Town Manager to negotiate and execute any necessary agreements with the Vendor for the Equipment and Software Purchase; 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 \$57,018, 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 any necessary agreements with the Vendor for the Equipment and Software Purchase, 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 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 9th day of January, 2024.

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>



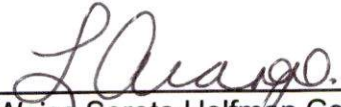
Shlomo Danzinger, Mayor

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 Helfman Cole & Bierman, P.L.
Town Attorney



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



Prepared By:
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Fax: (305) 577-9901
rvillano@streamlinevoice.com

**CLOUD SURVEILLANCE SYSTEM
FOR PARKING LOTS**

PROPOSAL DATED:
November 14, 2023



COVER LETTER

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 -- Harding and 94th St			Price
Avigilon ALTA 5MP Bullet Camera	\$1,489	7	\$10,423
Ava Bullet Black, wide lens, 30 days onboard retention. 5MP, AI-powered camera, IR and advanced microphone array, indoor and outdoor, up to 10 year warranty with an active Aware license.			
Avigilon ALTA 8MP/4K Bullet Camera- better suited for LPR	\$1,989	2	\$3,978
Ava Bullet Black, tele lens, 30 days onboard retention. 8MP (4K), AI-powered camera, IR and advanced microphone array, indoor and outdoor, up to 10-year warranty with an active Aware license.			
Outdoor weatherproof Enclosure- Smaller version	\$395	8	\$3,160
Integrated DIN rails, NEMA, weatherproof, fan cooled.			
Wireless P2P Network Equipment	\$395	8	\$3,160
Includes Point-to-Point set-up of antennas and base hub.			
Teltonika 5 port POE+ Switch	\$195	1	\$195
130W POE+ Switch, unmanaged, rugged.			
Custom Fabricated Camera Post	\$595	9	\$5,355
Includes installation			
Installation per camera	\$650	9	\$5,850
Includes installation of camera and infrastructure, configuration of analytics and software, training of staff.			
Total			\$32,121

Pricing above includes installation of nine (9) Avigilon ALTA cameras at the Harding parking lot. Streamline will install 7 5MP Avigilon ALTA cameras for general coverage of the parking lot and two 4K/8MP Tele Lens Bullets to allow better LPR ability. These cameras will be installed around the perimeter to allow for a wireless P2P network connection. Streamline would be unable to install in the center posts since the trees will block a P2P connection.

Pricing assumes Town of Surfside provides electric at the location of the cameras as well as a network modem at the location of the existing camera.

INVESTMENT

Hardware Investment -- Harding and 93rd St

Price

Avigilon ALTA 5MP Bullet Camera	\$1,489	2	\$2,978
Ava Bullet Black, wide lens, 30 days onboard retention. 5MP, AI-powered camera, IR and advanced microphone array, indoor and outdoor, up to 10 year warranty with an active Aware license.			
Avigilon ALTA 8MP/4K Bullet Camera- better suited for LPR	\$1,989	1	\$1,989
Ava Bullet Black, tele lens, 30 days onboard retention. 8MP (4K), AI-powered camera, IR and advanced microphone array, indoor and outdoor, up to 10-year warranty with an active Aware license.			
Avigilon ALTA Quad Camera	\$3,795	1	\$3,795
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 all mounting hardware and injectors.			
Outdoor weatherproof Enclosure- Smaller version	\$395	4	\$1,580
Integrated DIN rails, NEMA, weatherproof, fan-cooled.			
Wireless P2P Network Equipment	\$395	4	\$1,580
Includes Point-to-Point set-up of antennas and base hub.			
Teltonika 5 port POE+ Switch	\$195	1	\$195
130W POE+ Switch, unmanaged, rugged.			
Custom Fabricated Camera Post	\$595	4	\$2,380
Includes installation			
Installation per camera	\$650	4	\$2,600
Includes installation of camera and infrastructure, configuration of analytics and software, training of staff.			
Total			\$17,097

Pricing above includes the installation of four (4) Avigilon ALTA cameras at the parking lot located at 93rd and Harding. This includes 1 Avigilon ALTA Quad camera with 4 views in total, 2 5MP Bullets for general coverage of the back, and 1 8MP/4K Tele Lens bullet for better LPR abilities. Streamline will go wireless Point-to-Point for the network connection.

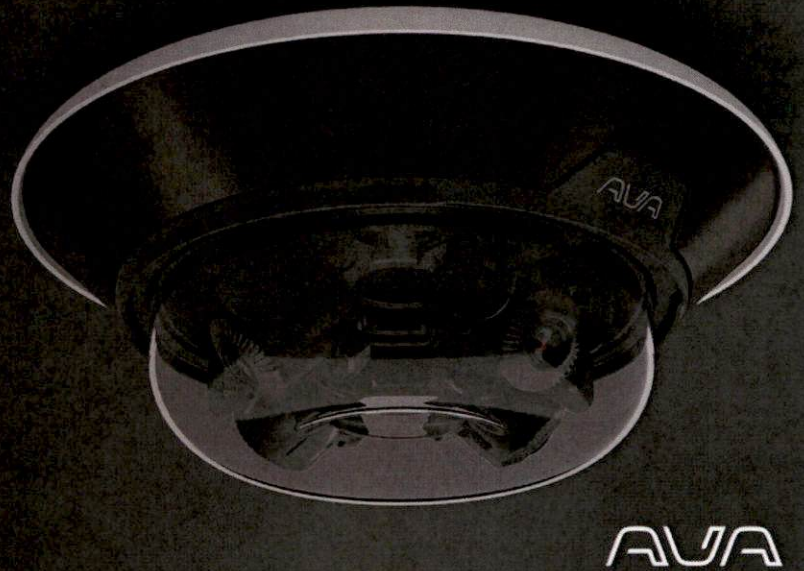
Pricing assumes Town of Surfside provides electric at the location of the cameras as well as a network modem at the location of the existing camera.

INVESTMENT

Software Investment- 3 Year License Term			Price
Subscription to Avigilon ALTA Aware Cloud, Per Camera	\$600	13	\$7,800
<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.			

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 13 Avigilon cameras at 2 parking lots.
- Customer to provide network and power where noted.
- 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.

INVESTMENT SUMMARY

Hardware Investment	Price
Hardware Investment – 94 th St & Harding	\$32,121.00
Hardware Investment – 93rd St & Harding	\$17,097.00
TOTAL HARDWARE	\$49,218.00

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 13 \$7,800.00
TOTAL SOFTWARE	\$7,800.00

3rd st parking - June 21st, 2023



Harding and 94th St



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.

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