

**MASTER SERVICE AGREEMENT
PIGGYBACK ADDENDUM**

THIS PIGGYBACK ADDENDUM (the "Addendum") is entered into this 26th day of APRIL, 2016, (the "Effective Date") by and between Safeware, Inc., (the "Contractor") and the City of Coral Gables (the "City"). Safeware, Inc. and the City are each referred to individually herein as a "Party" and referred to collectively as the "Parties." The Parties hereto acknowledge, understand, and agree that the U.S. Communities (County of Fairfax, VA, Contract No. 4400001839) Contract for the purchase and installation of Closed Circuit TV (CCTV) and Automatic License Plate Recognition (ALPR) equipment and software, and maintenance services, by and between U.S. Communities and Safeware, Inc., attached herein as Exhibit "A", is hereby piggybacked, in accordance with Section 2-978 of the City of Coral Gables' Municipal Code. The U.S. Communities Contract for the purchase and installation of Closed Circuit TV (CCTV) and Automatic License Plate Recognition (ALPR) equipment and software and maintenance services, by and between the U.S. Communities and Safeware, Inc., shall be referred to herein as the "Piggyback Agreement". The Piggyback Agreement is hereby modified as follows:

1. The Contract being piggybacked is U.S. Communities (County of Fairfax, VA) – for the purchase and installation of Closed Circuit TV (CCTV) and Automatic License Plate Recognition (ALPR) equipment and software and maintenance services (Contract No. 4400001839) (the "Piggyback Agreement"). The term of this agreement shall be effective from the date of execution for a period of three (3) years with an option to renew this agreement four (4) one (1) year periods by mutual agreement of both parties. All prior agreements, understandings, and work orders between U.S. Communities and Safeware, Inc. are hereby nullified and superseded, and to the extent that the Piggyback Agreement is inconsistent with or contrary to this Addendum or any of the provisions contained herein, this Addendum shall govern and take precedence over such contrary terms.

The following documents are made an integral part of this Agreement:

- A. U.S. Communities (County of Fairfax, VA, Contract No. 4400001839) Contract, Exhibit "A";
 - B. Scope-of-Work, Exhibit "B".
2. Amount of Agreement will not exceed contract amount of \$ 1,314,187.22 (not a guaranteed contract amount).
 3. The Contractor shall provide Payment and Performance Bonds in the full amount of the Contract Sum, plus adjustments thereto, which bonds shall guarantee to the City the full completion and performance of the Work as well as full payment of all suppliers, laborers, and subcontractors pursuant to this Agreement. Each Bond shall be with a surety company with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years (the "Surety"). Both Payment and Performance Bonds will be active for the duration of this Agreement and the Performance Bond shall remain in effect during the any and all warranty period(s) covered by this Agreement. The Contractor represents that it has incorporated all costs for complying with the Payment and Performance Bond requirements of this Agreement in the Contract Sum. In order to comply with the terms of this Agreement, the City must be listed as an Obligee and the Contractor shall ensure that the bonds referenced above shall be recorded in the public records of Miami-Dade County and shall provide the City with evidence of such recording.
 4. All references to U.S. Communities (County of Fairfax, VA) are replaced with the City of Coral Gables, Florida.
 5. The below Indemnification and Hold Harmless provisions are hereby added to the Piggyback Agreement and said provisions shall replace and supersede any indemnification provisions that may be set forth in the Piggyback Agreement that may conflict with and/or be inconsistent with provisions stated below. The Indemnification and Hold Harmless provisions shall state as follows:

Indemnification and Hold Harmless

To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the City and its appointed and elected officials, attorneys, administrators, officers, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other consultants and court and arbitration costs) arising out of or resulting from the performance of this Agreement and/or any defects in the equipment purchased under this Agreement and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Contractor, any subconsultant or any person or organization directly or indirectly employed by any of them to perform or furnish any of the trucks and/or work specified in this Agreement or anyone for whose acts any of them may be liable. This provision shall survive termination of the Agreement.

In any and all claims against the City or any of its consultants, agents, or employees by any employee of Contractor, any subconsultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or equipment or anyone for whose acts any of them may be liable, the indemnification obligation under the above Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly agree that this provision shall be construed broadly, and Contractor's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Contractor (or any subconsultant or any person or organization directly or indirectly employed by Contractor) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work and/or manufacture of the equipment required under this Agreement. Any failure of Contractor to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Contractor to debarment from consideration for future award of City contracts pursuant to Section 2-952(4) of the City of Coral Gables Code of Ordinances. Nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

The Indemnification and Hold Harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the CONTRACTOR will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, CONTRACTOR will reimburse the CITY at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the CITY to pay.
- d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from CONTRACTOR or any other party, CONTRACTOR will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, CONTRACTOR will reimburse CITY on a per hour basis as follows:

- Mayor or City Commissioner: \$300.00 per hour
- City Manager: \$250.00 per hour
- An Assistant City Manager or Department Director: \$250.00 per hour
- An Assistant Department Director: \$100.00 per hour

- City Attorney or Deputy City Attorney: Prevailing market rates
 - Other City employees: \$50.00 per hour
- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims.
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.
6. The below Insurance provisions are hereby added to the Piggyback Agreement and said provisions shall replace and supersede any insurance provisions that may be set forth in the Piggyback Agreement that may conflict with and/or be inconsistent with provisions stated below. The Insurance provisions shall state as follows:

INSURANCE REQUIREMENTS

GENERAL CONDITIONS

The Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

The Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect full during the applicable work the required policy or policies of insurance, and must submit these documents to the Risk Management Division of Human Resources Department for review and approval.

INSURER REQUIREMENTS

The Contractor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

Employers' Liability - Coverage B
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit

Commercial General Liability Insurance written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

Each Occurrence Limit - \$1,000,000

Fire Damage Limit (Damage to rented premises) - \$100,000

Personal & Advertising Injury Limit - \$1,000,000

General Aggregate Limit - \$2,000,000

Products & Completed Operations Aggregate Limit - \$2,000,000

Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

Combined Single Limit (Each Accident) - \$1,000,000

Any Auto (Symbol 1)

Hired Autos (Symbol 8)

Non-Owned Autos (Symbol 9)

Professional Liability with a limit of liability not less than One Million (\$1,000,000) Dollars per claim, with a deductible per claim not to exceed 5% of the limit of liability providing for all sums which the Contractor shall become legally obligated to pay as damages for claims arising out of the services performed by the Contractor or any person employed in connection with this agreement. Contractor shall maintain Professional Liability coverage for at least five (5) years after completion of the work.

MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

Workers Compensation

The standard form approved by the State of Jurisdiction

Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable.

Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

REQUIRED ENDORSEMENTS

The following endorsements with City approved language:

Additional insured status provided on a primary & non-contributory basis for general and auto liability.

Waiver of Subrogation on all required insurance except workers compensation and professional liability

Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. BOX 12010-CE
HEMET, CA 92546-8010

All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

HOW TO EVIDENCE COVERAGE TO THE CITY

The following documents must be provided to the City;

A Certificate of Insurance containing the following information:

Issued to entity contracting with the City

Evidencing the appropriate Coverage

Evidencing the required Limits of Liability required

Evidencing that coverage is currently in force

Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City.

All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf

The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

All documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and to Risk Manager David Ruiz at druiz@coralgables.com. Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance

Phone: (951) 652-2883.

Fax: (770) 325-0417

Email: cityofcoralgables@ebix.com

When Professional, Contractor and/or Vendor evidence insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
Insurance Compliance
PO Box 12010 –CE
Hemet, CA 92546-8010

7. The below Notice provision is hereby added to the Piggyback Agreement and said provision shall replace and supersede any notice provisions that may be set forth in the Piggyback Agreement that may conflict with and/or be inconsistent with the provision stated below. The Notice provision shall state as follows:

Notice

All notices related to this Agreement and/or the Parties' performance of this Agreement must be in writing. Written notice, moreover, shall be deemed to have been duly served if delivered in person to the Contractor or the City, with a written receipt, or shall be deemed to have been duly given on the date said notice was mailed by United States Certified or Registered Mail, Return Receipt Requested, postage prepaid, and addressed as follows (or to such other address as any Party may specify by notice to all other Parties as aforesaid):

For City:
City of Coral Gables
City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

For Contractor:
Mr. Peter Van Kirk
Director, Government Security
Safeware, Inc.
4403 Forbes Blvd.
Lanhan, Maryland 20706
(305) 969-2140

cc: City Attorney

8. The below Sovereign Immunity provisions are hereby added to the Piggyback Agreement and said provisions shall replace and supersede any sovereign immunity provisions that may be set forth in the Piggyback Agreement that may conflict with and/or be inconsistent with the provisions stated below. The Sovereign Immunity provision shall state as follows:

Sovereign Immunity

The Contractor acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

(a) Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the City. All obligations of the City are only as set forth in this Agreement;

(b) Claims based upon negligence or any tort arising out of this Agreement;

(c) Claims upon alleged acts or inaction by any City Employee or Agent of the City; and

(d) Claims based upon an alleged waiver of any of the terms of this Agreement. The Contractor affirms that the provisions regarding notice to claims, and the requirement for a written change order cannot be waived and further, without timely notice of a claim or a written change order as required in this Agreement, the Contractor shall not be entitled to additional compensation or an extension of the Contract Time. Such claims for additional compensation or extensions of the Contract Time are waived if the Contractor has not given all required notices and obtained a written a change order when required.

9. The below Waiver of Consequential Damages provision is hereby added to the Piggyback Agreement and said provision shall replace and supersede any waiver of consequential damages provisions that may be set forth in the Piggyback Agreement that may conflict with and/or be inconsistent with the provision stated below. The Waiver of Consequential Damages provision shall state as follows:

Waiver of Consequential Damages

The Contractor waives claims against the City for consequential damages arising out of or related to this Agreement or its performance, including but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity,

damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any Work not performed by Contractor.

10. The below Termination provisions are hereby added to the Piggyback Agreement and said provisions shall replace and supersede any termination provisions that may be set forth in the Piggyback Agreement that may conflict with and/or be inconsistent with the provisions stated below. The Termination provisions shall state as follows:

Termination for Cause

If the Contractor breaches the conditions and obligations imposed by the Contract Documents, or if it makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is granted, to proper materials in accordance with the Contract Documents, or if it fails to make prompt payment to subcontractors or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of any provision of the Contract Documents, then the City may, without prejudice to any right or remedy and after giving the Contractor fourteen (14) calendar days' written notice, terminate this Agreement and secure the Goods contemplated herein by whatever method the City deems expedient. In such case, if applicable, the Contractor shall not be entitled to receive any further payment until the City receives, through alternate means, the Goods contemplated herein. If the unpaid balance of the Contract Sum exceeds the costs of securing the Goods contemplated herein (which costs shall include expenses made necessary thereby and all other damages incurred by the City), such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall promptly pay the difference to the City. This provision shall in no way limit the City's right to claims for any additional damages, including but not limited to, liquidated damages, damages for defective or nonconforming Goods, and all damages and setoffs allowable to the City in accordance with this Agreement, for which the Contractor shall be liable. If, after notice of termination for cause, it is determined for any reason that the Contractor was not in default, the rights and obligations of the City and Contractor shall be the same as though the termination had been a Termination for Convenience, as set forth herein.

Termination for Convenience

The City may also terminate this Agreement for the City's convenience and without cause upon thirty (30) calendar days' written notice to the Contractor; except where the Contractor anticipatorily repudiates the Agreement, the City may immediately, without prior notice, terminate this Agreement for the City's convenience and without cause. If the Contractor is terminated for convenience, the Contractor shall be paid for actual and documented expenditures for the Goods received and accepted by the City to the date of termination, less payments made and damages for any defective or non-conforming Goods, and less any amounts that the City is entitled to withhold pursuant to the terms of this Agreement and by law. The City shall not be liable to the Contractor for lost profits on any Goods not provided and accepted by the City, or any other type of consequential, special or indirect damages and Contractor hereby waives same. All costs must be fully supported by the Contractor's invoices and other documentation acceptable to the City, and shall be subject to the City's audit.

Termination by Contractor

If the City fails to make payment to Contractor for a period of thirty (30) days after delivery of the Goods requested in a valid Purchase Order, through no fault of the Contractor and the Invoice submitted in relation to the above described Purchase Order is submitted in accordance with the procedures outlined in the Contract Documents, then the Contractor may, after fourteen (14) calendar days' written notice to the City, terminate this Agreement and recover from the City payment for the Purchase Order Amount outlined in the particular Purchase Order for which payment has not been made; however, such sum shall never exceed the Purchase Order Amount, less payments made, less the cost to replace any damaged, defective, or non-conforming Goods, and any setoffs to which the City is entitled to under this Agreement. This sum shall be Contractor's sole remedy under this Agreement.

11. The below Public Records provision is hereby added to the Piggyback Agreement and said provision shall replace and supersede any public records provisions that may be set forth in the Piggyback Agreement that may conflict with and/or be inconsistent with the provision stated below. The Public Records provision shall state as follows:

Public Records Law, Florida Statutes Chapter 119

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Contractor acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Contractor also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Contractor agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

12. The below Ownership of Documents provision is hereby added to the Piggyback Agreement and said provision shall replace and supersede any ownership of documents provisions that may be set forth in the Piggyback Agreement that may conflict with and/or be inconsistent with the provision stated below. The Ownership of Documents provision shall state as follows:

Ownership of Documents

Any and all documents, records, disks, or other information shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

13. The below Resolution of Disputes, Governing Law, and Venue provisions are hereby added to the Piggyback Agreement and said provisions shall replace and supersede any resolution of disputes, governing law, and venue provisions that may be set forth in the Piggyback Agreement that may conflict with and/or be inconsistent with the provisions stated below. The Resolution of Disputes, Governing Law, and Venue provisions shall state as follows:

Resolution of Disputes, Governing Law, and Venue

Contractor understands and agrees that all claims by Contractor against the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted for resolution in the following manner. Any claims by Contractor arising under this Agreement shall be submitted in writing, with all supporting documentation, to the City Manager as identified in the Notices Paragraph herein. Upon receipt of said notification City Manager or designee shall review the issues relative to the dispute or Claim, and issue a written finding within ninety (90) calendar days from the date of submission of the dispute or Claim consistent with Section 2-953 of the City of Coral Gables Code of Ordinances, unless City Manager or designee requires additional time to gather information or allow the parties to provide additional information. During the pendency of any dispute and after a determination thereof, the Contractor and the City shall act in good faith to mitigate any potential damages. The decision of City Manager shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence. A party may seek judicial relief pursuant to the Florida Rules of Appellate Procedure; however, the claimant shall not be entitled to such judicial relief if they have not followed the procedure outlined herein.

The Contract Documents shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from the Contract Documents shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.

Attorneys' Fees In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

14. The below Successors and Assigns provision is hereby added to the Piggyback Agreement and said provision shall replace and supersede any successors and assigns provisions that may be set forth in the

Piggyback Agreement that may conflict with and/or be inconsistent with the provision stated below. The Successors and Assigns provision shall state as follows:

Successors and Assigns

The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the prior written consent of the City.

15. The below Modification provision is hereby added to the Piggyback Agreement and said provision shall replace and supersede any modification provisions that may be set forth in the Piggyback Agreement that may conflict with and/or be inconsistent with the provision stated below. The Modification provision shall state as follows:

Modification

No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

16. The below Rights and Remedies is hereby added to the Piggyback Agreement and said provision shall replace and supersede any rights and remedies provisions that may be set forth in the Piggyback Agreement that may conflict with and/or be inconsistent with the provision stated below. The Rights and Remedies provision shall state as follows:

Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

17. The below Severability and Waiver provision is hereby added to the Piggyback Agreement and said provision shall replace and supersede any severability and waiver provisions that may be set forth in the Piggyback Agreement that may conflict with and/or be inconsistent with the provision stated below. The Severability and Waiver provision shall state as follows:

Severability and Waiver

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

The below Waiver of Trial by Jury provision is hereby added to the Piggyback Agreement and said provision shall replace and supersede any waiver of trial by jury provisions that may be set forth in the Piggyback Agreement that may conflict with and/or be inconsistent with the provision stated below. The Waiver of Trial provision shall state as follows:

WAIVER OF TRIAL BY JURY

THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR

COUNTERCLAIM BASED UPON THE CONTRACT DOCUMENTS, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

Approved as to insurance:

[Signature]
David Ruiz
Risk Management Division

Approved by Department Director or head of negotiations team as to the negotiated business terms:

[Signature]
Edward J. Hudak, Jr. Raimundo Rodulfo
Chief of Police Interim Chief Information Officer

Approved as to compliance with applicable procurement requirements:

[Signature]
Michael P. Pounds
Chief Procurement Officer

Approved as to funds appropriation:

[Signature]
Diana Gomez
Finance Director
310-3200-521-6440 C-geofence.1-acquis.egptprch

AS TO CITY:

[Signature]
Cathy Swanson-Rivenbark
City Manager

ATTEST:

[Signature]
Walter J. Foeman
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
Craig E. Leen
City Attorney

AS TO CONTRACTOR:

Peter Van Kirk/ [Signature]
Director, Safeware-Mallory Government Security Solutions
Title

ATTEST:

Name [Signature]
Corporate Secretary (ASSR)

(SEAL)

(OR) WITNESSES (2):

Print Name: _____

Print Name: _____

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2015-307

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE CHIEF PROCUREMENT OFFICER FOR THE PURCHASE AND INSTALLATION OF CLOSED CIRCUIT TV (CCTV) AND AUTOMATIC LICENSE PLATE RECOGNITION (ALPR) EQUIPMENT AND SOFTWARE AND MAINTENANCE SERVICES FROM SAFEWARE, INC., UNDER THEIR CONTRACT WITH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE, PURSUANT TO SECTION 2-980, COOPERATIVE PURCHASING, OF THE PROCUREMENT CODE; FURTHER AUTHORIZING THE EXECUTION OF A SEPARATE MANDATORY LICENSING AND CONFIDENTIALITY AGREEMENT FOR THE UTILIZATION OF THE LEARN SERVER DATA WITH SUBCONTRACTOR VIGILANT SOLUTIONS, INC., FOR THE AUTOMATED LICENSE PLATE READER CAMERA SYSTEM FOR THE COMBINED CONTRACT AMOUNT OF \$1,314,187.22; AUTHORIZING MISCELLANEOUS PROJECT SOFT COSTS NOT TO EXCEED \$35,812.78; AND AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2015-2016 ANNUAL BUDGET TO RECOGNIZE AS REVENUE A \$350,000 TRANSFER FROM CAPITAL IMPROVEMENT FUND BALANCE, AND TO APPROPRIATE SUCH FUNDS TO INCREASE THE PROJECT BUDGET FROM \$1,000,000 TO \$1,350,000.

WHEREAS, the Police Department has determined CCTV and Automated License Plate Reader (ALPR) cameras serve as a deterrent to crime and can provide critical information in resolving crimes; and

WHEREAS, the purpose of this contract is to install a Security Closed Circuit Television (CCTV) System that would provide the City of Coral Gables Police Department with 24 hour / 7 day per week surveillance at various safety sensitive locations throughout the city, in addition to providing invaluable archival data of up to thirty (30) days for investigative purposes; and

WHEREAS, as recommended by the Police Department, it is the intent of the Procurement Division to acquire the related equipment and related services for the installation of a CCTV and Automated License Plate Reader camera system and related components by using a contract from U.S. Communities with Safeware, Inc.; and

WHEREAS, the U.S. Communities contract with Safeware, Inc. to provide Public Safety and Emergency Preparedness Equipment, and Related Services was competitively solicited by County of Fairfax, Virginia under their Contract No. 4400001839, which complies with the solicitation requirements contained within Section 2-978 of the Procurement Code; and

WHEREAS, the Safeware contract has been widely used with approximately 200 Cities nationwide including several Florida cities to date purchasing products and services; and

WHEREAS, under the proposed U.S. Communities contract, the pricing structure provided for the purchase of CCTV and Automated License Plate Reader camera system and related components will be a 41 percent discount from Safeware's list prices, however, the CCTV/ALPR Committee has obtained significantly better pricing from Safeware, Inc., than the COOP contract, for a contracted cost of \$1,314,187.22; and

WHEREAS, miscellaneous project soft costs are estimated not to exceed \$35,812.78; and

WHEREAS, under Section 2-980, the City may participate in cooperative purchasing agreements with one or more governmental units for the purchase of goods and services; and

WHEREAS, Section 2-650 of the Procurement Code authorizes the City Manager to delegate authority to the Chief Procurement Officer to administer and make recommendations on City contracts; and

WHEREAS, an amendment to the Fiscal Year 2015-2016 annual budget is required to recognize as revenue a \$350,000 transfer from the Capital Improvement fund balance, and to appropriate such funds to increase the project budget from \$1,000,000 to \$1,350,000;

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

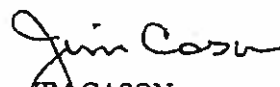
SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the City Commission does hereby accept the recommendation of the Chief Procurement Officer for the purchase and installation of Closed Circuit TV (CCTV) and Automatic License Plate Recognition (ALPR) equipment and software and maintenance services from Safeware, Inc., under their contract with the U.S. Communities Government Purchasing Alliance, pursuant to Section 2-980, Cooperative Purchasing, of the Procurement Code; further authorizing the execution of a separate mandatory licensing and confidentiality agreement for the utilization of the Learn server data with subcontractor Vigilant Solutions, Inc., for the Automated License Plate Reader camera system for the combined contract amount of \$1,314,187.22; authorizing miscellaneous project soft costs not to exceed \$35,812.78; and authorizing an amendment to the Fiscal Year 2015-2016 Annual Budget to recognize as revenue a \$350,000 transfer from Capital Improvement fund balance, and to appropriate such funds to increase the project budget from \$1,000,000 to \$1,350,000.

SECTION 3. That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS EIGHTH DAY OF DECEMBER, A.D., 2015.
(Moved: Quesada / Seconded: Lago)
(Yeas: Quesada, Slesnick, Keon, Lago, Cason)
(Unanimous: 5-0 Vote)
(Agenda Item: H-1)

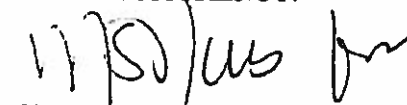
APPROVED:


JIM CASON
MAYOR

ATTEST:


WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


CRAIG E. LEEN
CITY ATTORNEY



**City of Coral Gables
CITY COMMISSION MEETING
December 8, 2015**

ITEM TITLE:

A Resolution accepting the recommendation of the Chief Procurement Officer for the purchase and installation of Closed Circuit TV (CCTV), Automatic License Plate Recognition (ALPR) equipment, and software and maintenance services from Safeware, Inc., under their contract with the U.S. Communities Government Purchasing Alliance, pursuant to Section 2-980, Cooperative Purchasing, of the Procurement Code; further authorizing the execution of a separate mandatory licensing and confidentiality agreement for the utilization of the Learn server data with subcontractor Vigilant Solutions, Inc., for the Automated License Plate Reader camera system for the combined contract amount of \$1,314,187.22; authorizing miscellaneous project soft costs not to exceed \$35,812.78; and authorizing an amendment to the Fiscal Year 2015-2016 Annual Budget to recognize as revenue a \$350,000 transfer from Capital Improvement fund balance, and to appropriate such funds to increase the project budget from \$1,000,000 to \$1,350,000.

DEPARTMENT HEAD RECOMMENDATION:

Approval.

BRIEF HISTORY:

The Police Department has determined CCTV and Automated License Plate Reader (ALPR) cameras serve as a deterrent to crime and can provide critical information in resolving crimes. Within the City of Coral Gables, the Police Department has identified several areas where the installation of CCTV and ALPR cameras will not only serve as a deterrent to crime but will also assist the Police staff in resolving crimes. The purpose of this contract is to install a Security Closed Circuit Television (CCTV) System that would provide the City of Coral Gables Police Department with 24 hour / 7 day per week surveillance at various safety sensitive locations throughout the city, in addition to providing invaluable archival data of up to thirty (30) days for investigative purposes.

As recommended by the Police Department, it is the intent of the Procurement Division to acquire the related equipment and related services for the installation of a CCTV and Automated License Plate Reader camera system and related components by using a contract from U.S. Communities with Safeware, Inc. U.S. Communities is a public purchasing cooperative founded in 1996 as a partnership between the National Association of Counties, the National League of Cities and the United States Conference of Mayors. U.S. Communities has over 70,000 public and nonprofit sector participating agencies including the City of Coral Gables. Under Section 2-980, the City may participate in cooperative purchasing agreements for the procurement of any goods or services with one or more governmental units in accordance with an agreement entered into between the participants.

The U.S. Communities contract with Safeware, Inc. to provide Public Safety and Emergency Preparedness Equipment, and Related Services was competitively solicited by County of Fairfax, Virginia under their Contract No. 4400001839, which complies with the solicitation requirements contained within Section 2-978 of the Procurement Code. The Safeware contract has been widely used with approximately 200 Cities nationwide including several Florida cities to date purchasing products and services. The overall spend last year under this contract for all public and not-for-profit agencies was \$40 million dollars. Although software for the CCTV and ALPR system is part of the Fairfax County Agreement, the software providers, Vigilant Solutions, Inc., and On-Net Surveillance Systems, Inc., also requires their own agreements be executed for licensing and services of their software products.

Under the proposed County of Fairfax contract through U.S. Communities, the pricing structure provided for the purchase of CCTV/ALPR system and related components will be a 41 % discount from Safeware's list prices. However, as can be seen in the Safeware Proposal, the CCTV/ALPR Committee has obtained significantly better

AGENDA ITEM NO.

pricing from Safeware, Inc., than the COOP contract, for a contracted cost of \$1,314,187.22. Miscellaneous project costs including historical fees, State and County fees, and independent Technical reviews are estimated not to exceed \$35,812.78

The original funding requested for this project was \$1 million. The CCTV/ALPR project team worked with the vendor over several weeks to reduce the scope in an attempt to get as close to this budget as possible without compromising the overall operational coverage of the system. It is the opinion of the project team that the scope described herein achieves the most appropriate balance between cost and operational capability.

Due to the revised scope and the inclusion of estimate project soft costs, an amendment to the Fiscal Year 2015-2016 annual budget is required to recognize as revenue a \$350,000 transfer from the Capital Improvement fund balance, and to appropriate such funds to increase the project budget from \$1,000,000 to \$1,350,000.

FINANCIAL INFORMATION: (If Applicable)

No.	Amount	Account No.	Source of Funds
1.	\$1,350,000	310-3200-521-64-40	Information Technology Capital Project Funds
Total:	\$1,350,000	APPROVED BY: <i>RD 11/30/15</i>	

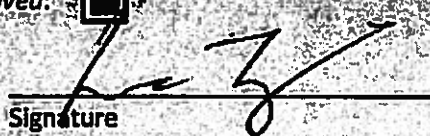
APPROVED BY:

Department Director	City Attorney	City Manager
<i>[Signature]</i> MPP	<i>[Signature]</i>	<i>[Signature]</i>

ATTACHMENT(S):

1. Draft Resolution
2. Safeware Proposal
3. U.S. Communities Contract (County of Fairfax, VA)
4. Memo Projecting Project Cost

RISK MANAGEMENT APPROVAL FORM

Name: Safeware Inc			
Account Number: CE00001620			
Address: 4403 Forbes Blvd, Lanham, MD, USA, 20706			
Status: Compliant w 30 day waiver for Primary/Non-contributory endorsement for auto liability.			
ACCOUNT INFORMATION			
Account Number:			
Risk Type:			
Do Not Call: <input type="checkbox"/>		Address Updated: <input type="checkbox"/>	
ADDRESS INFORMATION			
Mailing Address: 4403 Forbes Blvd, Lanham, MD, USA, 20706			
Insured:			
Address 1:			
Address 2:			
City:	State:	Zip:	Country:
CONTRACT INFORMATION			
Contract Number:			
Contract Start Date:		Contract End Date:	
Contract Effective Date:		Contract Expiration Date:	
Description of Services:		Safety Form II:	
CONTRACT INFORMATION			
Contract Name: For Police Dept.		Email Address:	
Phone Number:		Fax Number:	
Approval Date:		Rush:	
Contract on File:		Certificate Received:	
Indemnification Agreement:		Tax ID:	
Lot Number:			
For HR Purposes Only:			
Approved: <input checked="" type="checkbox"/>		Disapproved: <input type="checkbox"/>	
 Signature		1/8/16 Date	