



## ***Memorandum***

***Utilities Department***

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To: Michael Couzzo, Village Manager  
From: Sam Heady, Deputy Director of Utilities  
Date: 10/9/15

**Subject: Security Cameras- WTP**

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I respectfully present the following memorandum to the Village Manager.

Request the Purchase and Installation of three new security cameras for the Tequesta Water Plant from Security 101. The new cameras will oversee the filter gallery, the front gate, and the AmeriGas propane tank located across from the facility. The cameras will add another layer of protection for the water plant facility and the residents of Tequesta.

Cost for purchase and installation of cameras is \$8247.43

Staff recommends approval.



Security 101 - WPB  
2465 Mercer Ave.  
Suite 101  
West Palm Beach, FL 33401  
Phone: 888-909-4101  
Fax: 954-984-4284  
Website: www.Security101.com

Date: 7/30/2015  
Proposal # 44464.2  
Proposal Title: Cameras for Old Site  
Sales Rep: Franklin Crofutt  
Phone: 954-415-7048  
Email: fcrofutt@security101.com

## Proposal

Bill to: Village of Tequesta - A/P  
345 Tequesta Drive  
Tequesta, FL 33469

Ship to: Attn: Brad Gomberg  
Village of Tequesta Water Treatment Plant  
901 N. Old Dixie Highway  
Tequesta, FL 33469

Security101 to provide one (1) camera and one (1) exterior housing for two cameras to be installed on the exterior of the building. Owner to provide POE Network switch and fiber to MDF. In addition to the two corner cameras we will provide a new camera to view the propane tank across the highway. Camera will be mounted to the existing pole on the fence line and trenched to the building where the other two cameras are to be installed.

Security101 will install 3/4" conduit down the side of the building and terminate at the wall into the room with the switch. We will install a junction box at the termination point.

Cameras to be installed no higher than 12' AFG, Man lift NOT included in quote. We estimated the cable runs for both cameras not to exceed 100'.

### Video System Clarifications

Others to provide "box" camera for installation  
Others to provide POE switch at camera location and fiber to MDF.  
Permitting NOT included in this scope.

Qty	Description	Unit Price	Total
3	1 camera connection ( <i>Genetec GSC-Om-E-1C</i> )	255.95	767.85
1	2 years extension of the warranty period. Note 1: Maximum warranty on cameras/encoders/decoders is 5 years including standard warranty. No possibility to extend total warranty beyond 5 years. Note 2: The warranty code must be redeemed within six months after purchase (=code delivery). After that the code will be voided. Note 3: Extended warranty must be registered within 6 months from camera purchase. After that the registration is locked. ( <i>AXIS COMMUNICATIONS INC 0509-600</i> )	96.58	96.58
1	AXIS T91A47 Pole Mount for Indoor and outdoor installations ( <i>AXIS COMMUNICATIONS INC 5504-581</i> )	90.83	90.83
1	Compact and outdoor-ready HDTV camera for day and night surveillance, IP66-rated, varifocal 3-10.5 mm P-iris lens. Remote 3.5 x optical zoom and focus. Automatic IR cut filter. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p /2MP resolution at 30 fps. Video motion detection, active tampering alarm, corridor format and WDR – Dynamic Contrast. I/O ports, microSD/SDHC memory card slot for edge storage. Optimized IR, a power-efficient LED technology with adaptable angle of IR illumination up to 15 meters (50 feet). Integrated bracket for easy mounting on wall and ceiling. Power over Ethernet. Operating conditions -30 °C to 50 °C (-22 °F to 122 °F). ( <i>AXIS COMMUNICATIONS INC 0623-001</i> )	803.68	803.68
1	Fixed box protective camera housing made of IK10 impact resistant and UV resistant polymer. IP66, NEMA 4X rated and UL listed. Compatible with AXIS P13 Series and AXIS Q16 Series. AXIS T94Q01A Wall mount included. ( <i>AXIS COMMUNICATIONS INC 5900-261</i> )	182.81	182.81
1	Outdoor, IP66 and NEMA 4X-rated, 1080p HDTV camera with 18x optical zoom, auto focus and day/night ( <i>AXIS COMMUNICATIONS INC 0509-001</i> )	1,608.50	1,608.50
3	SURGE PROTECTOR MODULALR POWER OVER ETHERNET ( <i>DITEK DTK-MRJOE</i> )	62.99	188.97
	Installation Labor		3,896.62
	Additional Equipment		611.59
	Total Investment		8,247.43

# Terms and Conditions

Proposal 44464.2 Cameras for Old Site

## 1. Limited Warranty: Exclusions and Disclaimers

A. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all equipment and installation labor rendered as part of the Work against defects in materials and labor, not inherent in the quality required or permitted by the Agreement, for a period of twelve (12) months (the "Warranty Period") from the date of substantial completion of the installation of the Work. Security 101's warranty specifically excludes remedy for damage or defect to expendable supplies, equipment or parts or any portions of the Work caused by misuse, abuse, modifications not executed by Security 101, improper or insufficient maintenance, improper operation, Acts of God, alteration, modification, manipulation, tampering or vandalism by any other party, or normal wear and tear and normal usage. Any and all warranty claims must be made by written notice to Security 101 within the Warranty Period and any defect claimed will be repaired or replaced at the sole option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. Notwithstanding anything contained herein to the contrary, Security 101's sole liability for any warranty claims hereunder shall be limited to the repair or replacement of the Work or any portion thereof.

B. THE WARRANTY DESCRIBED IN SUBSECTION 1A ABOVE IS THE ONLY WARRANTY COVERING THE INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK AND IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR COMMON LAW, AND ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND HABITABILITY ARE HEREBY EXCLUDED AND SPECIFICALLY DISCLAIMED.

C. Except to the extent otherwise provided in Subsection 2A below, in no event shall Security 101 be liable to Customer or any third party for actual, special, incidental, consequential, exemplary, punitive damages or any other type of damages or for lost profits, lost sales, injury to person or property or any other cause as a result of defect in the installation labor, equipment, materials or other supplies with respect to any item furnished under the Agreement, the malfunction or non-function of any system, wrongful performance of or failure to perform any acts included in the Work, transportation delays, breach of warranty or any criminal or other activities by third parties resulting there from.

D. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not expressly stated herein shall be binding. The Agreement and the document or documents attached hereto or to which this writing is a part, shall constitute the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

## 2. Limitation of Liability

A. To the extent of Security 101's insurance coverage and subject to the limitations contained in Subsections 2B and 2C below, Security 101 agrees to indemnify, defend and hold harmless Customer for, from and against all claims, damages, losses, costs or injury to property occurring during the installation of the Work under the Agreement, but only to the extent caused by the negligence of Security 101, its subcontractors or anyone employed by either of them. Customer and Security 101 agree that the indemnification given herein shall be limited to the amount of loss suffered by the indemnitees or the amount of Security 101's insurance coverage, whichever is less, which amount is stipulated by the parties to bear a reasonable commercial relationship to this Agreement and is hereby incorporated into the specifications for this project.

B. The parties acknowledge and agree that: (a) the Work is intended to constitute or be a part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of the Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the Work is performed (the "Locations"); (d) the Price and Payment Terms are based solely on the cost at value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Locations; (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; and (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES, CRIMINAL EVENTS, VANDALISM OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT. CONSEQUENTLY, THE PARTIES ACKNOWLEDGE AND AGREE THAT SECURITY 101 IS NOT AN INSURER AND CUSTOMER WILL OBTAIN FROM ITS OWN INSURER ANY INSURANCE THAT IT DESIRES TO PROTECT ITS PROPERTY OR PERSONS FROM ANY SUCH EVENTS OR OCCURRENCES. CUSTOMER HEREBY WAIVES ALL SUBROGATION AND OTHER RIGHTS OR RECOVERY AGAINST SECURITY 101 THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM OR LOSS OR INJURY TO ANY OTHER PERSON.

C. Notwithstanding the limited warranty and the limitation on liability provisions contained herein, in the event Security 101 is found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of competent jurisdiction determines the limitations on warranty or liability are inapplicable, then Customer agrees that the aggregate maximum liability of Security 101 under or with respect to the Agreement, the Work performed hereunder and any warranty provided for herein, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price paid by Customer under the Agreement, or (ii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and the provisions of this Subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

## 3. Indemnification

A. Customer acknowledges and agrees that Security 101 is not an insurance company and does not insure against loss, but rather Security 101 provides security products and services. Accordingly, Customer agrees to indemnify Security 101 and hold Security 101 harmless from any and all claims by third parties related to the above services and/or products, other than claims arising from the gross negligence or willful, intentional misconduct of Security 101. In agreeing to indemnify Security 101, Customer agrees to indemnify Security 101 against all claims from third parties related to the above services and/or products including but not limited to subrogation claims, damages claims, and attorney's fees and costs claims.

## 4. Design Development, Programming, Drawings, Ownership, and Software License(s)

A. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and

## Terms and Conditions (cont)

Proposal 44464.2 Cameras for Old Site

specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

B. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

- (i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and
- (ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

### C. Drawings.

- (i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.
- (ii) Unless otherwise stated in schedule of work, Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

D. Ownership Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

E. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

## Video System

- 5. A dedicated circuit is recommended for the CCTV system, but not included.
- 6. Current and future lighting requirements are the responsibility of others.
- 7. Appropriate furniture or shelving for CCTV recording equipment is not included, unless specifically identified in the scope of work and/or the equipment list.

## Additional Terms and Conditions

### 8. General

- A. Customer to make available adequate mounting space for all head end devices. Mounting space requirements will be provided to Client upon award.
- B. Any High voltage (greater than 48 VAC) requirements are not quoted, unless specifically identified in the scope of work and/or the equipment list.
- C. This installation will be done with plenum-rated wire where required for low voltage work installed in free air, above ceilings and in partition walls. This installation does not include costs for asbestos abatement related work.
- d) Conduit is not included, unless specifically identified in the scope of work and/or the equipment list.

### 9. Installation

- A. All required installation documents are included.
- B. Installation of all required equipment and materials with on-site supervision of project is included.
- C. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
- D. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.
- E. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.
- F. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.
- G. Client to provide and coordinate 110 VAC electrical service where needed.
- H. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.
- I. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

### 10. Changes in Scope of Work

- A. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client

## Terms and Conditions (cont)

Proposal 44464.2 Cameras for Old Site

representative), prior to commencing work.

11. Permits/Bonding

A. Unless otherwise stated in the schedule of work herein, all costs for or associated with Permits, Bonds, and other requirements by any government agency are the responsibility of the customer. Customer shall immediately reimburse and/or pay said costs upon written request or invoice from Security 101.

12. Sealed Engineered Drawings

A. Sealed Engineered Drawings are not included, unless specifically identified in the scope of work and/or equipment list.

B. Customer is responsible to provide the unbound .dwg (AutoCAD) electronic files as required.

13. Miscellaneous

A. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.

B. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

D. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.



## Acceptance

Proposal 44464.2 Cameras for Old Site

For the amount of **8,247.43** (tax not included)  
This proposal dated July 30, 2015 is valid until September 30, 2015

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

### Payment Terms

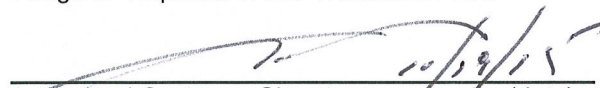

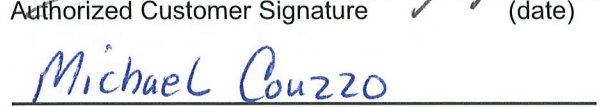
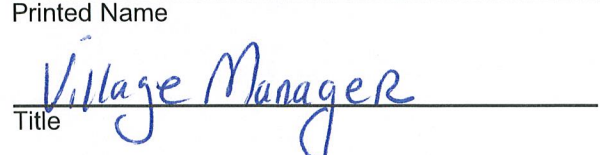
50% upon Deposit  
50% upon Job Complete

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

Village of Tequesta Water Treatment Plant

Security 101 - WPB

 _____ Authorized Customer Signature (date)	 _____ Authorized Security 101 Signature (date)
 _____ Printed Name	 _____ Printed Name
 _____ Title	 _____ Title

\_\_\_\_\_  
Purchase Order Number



# MEMO

**To:** Mr. Couzzo

**From:** Brad Gomberg

**Date:** 8/20/2015

**Re:** Water Plant Camera Expansion – Sole Source Vendor

Mr. Couzzo,

The Water Plant is proceeding with the expansion of the Genetec security system to capture additional areas of the property as well as the Amerigas installation on the west side of Old Dixie Hwy. As the project is in excess of \$5,000 I approached Genetec directly for an authorized vendor list in our area. They provided me with 2 companies, Security101 who has performed the majority of the work on our current system, and SiteSecure who performed a low bid installation of cameras and microphones in our PD interview rooms. The work completed by Security101 has been excellent and their staff is always professional, however the work completed by SiteSecure was not up to standard and the company's response is lacking. For this reason, I do not believe it is in the Village's interest to entertain a quote from SiteSecure for this job. I would recommend that we proceed by awarding Security101 the project.

## **ADDENDUM**

**Public Records:** In accordance with Sec. 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request, the Contractor must provide the public with access to such records in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Scope of Services are not disclosed except as authorized by law. Finally, the Contractor shall retain the records described in this paragraph throughout the performance of the work described in the Scope of Services, and at the conclusion of said work, transfer to the Village, at no cost to the Village, all such records in the possession of the Contractor and destroy any duplicates thereof. Records that are stored electronically must be transferred to the Village in a format that is compatible with the Village's information technology systems.



lieu of written agreements for classes of contractual services; revising terminology; creating s. 287.136, F.S.; requiring the Chief Financial Officer to perform audits of executed contract documents and to discuss such audits with the agency officials; requiring the agency head to respond to the audit; amending s. 287.076, F.S.; providing that Project Management Professionals training for personnel involved in managing outsourcings and negotiations is subject to annual appropriations; amending ss. 16.0155, 283.33, 394.457, 402.7305, 409.9132, 427.0135, 445.024, 627.311, 627.351, 765.5155, and 893.055, F.S.; conforming cross-references; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 119.0701, Florida Statutes, is created to read:

119.0701 Contracts; public records.—

(1) For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

Section 2. Section 215.971, Florida Statutes, is amended to read:

215.971 Agreements funded with federal or and state assistance.—

(1) For An agency agreement that provides state financial assistance to a recipient or subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a subrecipient, as defined by applicable United States Office of Management and Budget circulars, must the agreement shall include all of the following:

(a)(1) A provision specifying a scope of work that clearly establishes the tasks that the recipient or subrecipient is required to perform.;~~and~~

(b)(2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(c) A provision specifying the financial consequences that apply if the recipient or subrecipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a recipient or subrecipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.

(d) A provision specifying that a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(e) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.

(f) A provision specifying that any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.

(g) Any additional information required pursuant to s. 215.97.

(2) For each agreement funded with federal or state financial assistance, the state agency shall designate an employee to function as a grant manager who shall be responsible for enforcing performance of the agreement's terms and conditions and who shall serve as a liaison with the recipient or subrecipient.