

**RESOLUTION NO.** 2017-058

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A PROFESSIONAL AGREEMENT WITH COMMUNICATION SYSTEMS & LOGISTICS, INC., A FLORIDA CORPORATION, FOR A TERM OF ONE YEAR WITH THE OPTION TO RENEW ON A YEARLY BASIS THROUGH FISCAL YEAR 2019, TO MAINTAIN AND PROVIDE REPAIR SERVICES FOR THE HIALEAH POLICE DEPARTMENT MOBILE LICENSE PLATE READER SYSTEM, AND WAIVING COMPETITIVE BIDDING AS IT IS ADVANTAGEOUS TO THE CITY, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

**WHEREAS**, on June 13, 2017, the City Council authorized the issuance of a purchase order with Communication Systems & Logistics, Inc. for the removal and disposal of the existing automated license plate reader system and to purchase, install, and configure a new automated license plate reader system ("ALPR"); and

**WHEREAS**, the ALPR system may continually need maintenance and/or repair services in order to continuously fulfill criminal investigative and intelligence needs;

**WHEREAS**, Communication Systems & Logistics, Inc. shall be responsible for managing, coordinating, and overseeing the maintenance and repair of all systems in the City's jurisdiction as it relates to the operation of license plate readers; and

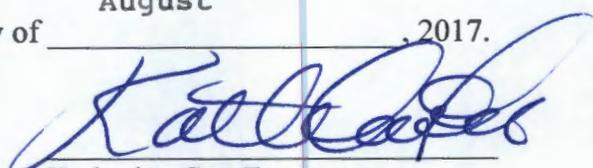
**WHEREAS**, the City, having investigated the qualifications of Communication Systems & Logistics, Inc. to perform the services necessary to fully carry out the obligations and responsibilities under the Agreement in connection with the Urban Areas Security Initiatives ("UASI") Grant awarded to the CITY; and

**WHEREAS**, the City of Hialeah finds it is in the best interest of the health, safety and welfare of the community to waive competitive bidding and enter into this Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:**

**Section 1:** The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a professional services agreement with Communication Systems & Logistics, Inc., a Florida corporation, for a term of one (1) year with the option to renew on a yearly basis through fiscal year 2019, to maintain and repair the Hialeah Police Department mobile license plate reader system, a copy of which is attached hereto and made a part hereof as Exhibit "1".

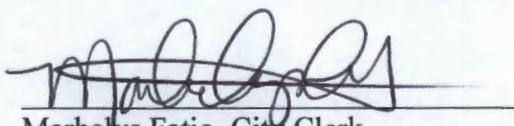
PASSED AND ADOPTED this 8 day of August, 2017.



Katharine Cue-Fuente  
Council Vice President

Attest:

Approved on this 9 day of August, 2017.

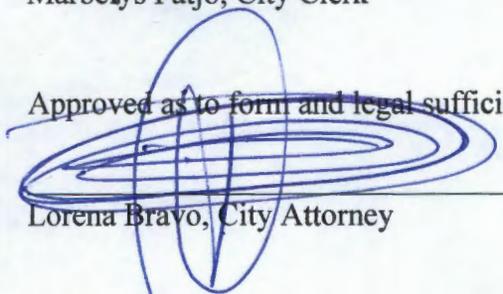


Marbelys Fatjo, City Clerk



Mayor Carlos Hernandez

Approved as to form and legal sufficiency:



Lorena Bravo, City Attorney

Resolution was adopted by a (5-0-2) vote with Councilmembers Lozano, Hernandez, Cue-Fuente, Garcia-Martinez and Casáls-Muñoz voting "Yes". Councilmember Caragol and Council President Gonzalez absent.

Report of Scrivener's Error - On August 8, 2017 the City Council approved Resolution No. 2017-058 authorizing the Mayor and City Clerk, as attesting witness, on behalf of the City, to enter into a professional agreement with Communication Systems & Logistics, Inc., to maintain and provide repair services for the Hialeah Police Department Mobile License Plate Reader System. The resolution incorrectly provided the vendor's name. This resolution is being amended to correct the vendor's name to **Communications and Network Solutions, Inc.**

## **ARTICLE II: SCOPE OF SERVICES**

A. Responsible for the maintenance and repair of the Hialeah Police Department's ALPR systems within the CITY. PROVIDER is responsible for managing, coordinating, and overseeing the maintenance and repairs of all systems in the CITY'S jurisdiction as it relates to the operation of license plate readers. PROVIDER shall provide a variety of tasks to ensure the timely collection and dissemination of system intelligence.

B. The Services will also include any other tasks which the Parties may agree on.

C. The PROVIDER shall pay and is responsible for all personnel benefits, taxes, FICA, MICA), transportation costs and insurance as provided in Article XIX herein.

---

## **ARTICLE III: COMPENSATION**

The compensation for this Agreement is based on a monthly billed amount of FOUR THOUSAND FIVE HUNDRED AND TWENTY FIVE DOLLARS AND NO CENTS (\$4,525.00) for the professional services rendered to the CITY as described in the Scope of Services. The CITY will be invoiced every month. The total payments to the PROVIDER shall not exceed FIFTY FOUR THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$54,300.00) per year.

## **ARTICLE IV: REIMBURSEMENT OF EXPENSES**

The PROVIDER will be reimbursed from time to time for reasonable and necessary expenses incurred by the PROVIDER in connection with providing the Services. All expenses as defined by this provision shall be first authorized by the Chief of Police and/or his designee. The PROVIDER will only be reimbursed for expenses submitted according to the following guidelines: Additional equipment or replacement parts due to malfunction or any other damages not included in this service agreement and/or not under warranty by the manufacturer of the equipment.

## **ARTICLE V: PROPERTY**

Any property utilized by the PROVIDER in connection with the authorized investigations and or operations and or services, and in the custody and control and used at the direction of the PROVIDER, will be maintained in accordance with the policies and procedures of the Hialeah Police Department and any applicable Federal, State, and local laws. Property lost, stolen, damaged, or destroyed which is utilized by the PROVIDER in connection with the authorized maintenance and/or operations and/or services, and is in the custody and control and used at the direction of the PROVIDER, will be at the full financial responsibility of the PROVIDER.

## ARTICLE VI: COMPLIANCE WITH LAWS

The PROVIDER, its employees, agents, or representatives shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, and all lawful order of public authorities relating to this Service and Automated License Plate Recognition Systems. PROVIDER, its employees, agents, or representatives shall also comply with Hialeah Police Standard Operating Procedures, Departmental Manual, all General Orders and any rules and regulations set forth by the Chief of Police governing the ALPR system, data collection, personal identifying information, and/or record retention.

## ARTICLE VII: GENERAL CONDITIONS

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, upon the date of actual receipt.

<u>CITY</u>	<u>COMMUNICATIONS &amp; NETWORK SOLUTIONS, INC.</u>
Police Chief Sergio Velazquez City of Hialeah Police Department 5555 East 8 Avenue Hialeah, Florida 33013 Tele: (305) 953-5300 Fax: (305) 953-5330	Jose Galguera, President Communications & Network Solutions, Inc. PO BOX 830252 Miami, Florida, 33283  Tele: 305-332-7523 E-mail: jose@cnsi.us

## ARTICLE VIII: OWNERSHIP OF DOCUMENTS

A. All documents developed by the PROVIDER under this Agreement shall be delivered to CITY by the PROVIDER upon completion of the services required and shall become the property of CITY, without restriction or limitation of its use. CITY assumes the risk of reuse of all documents developed by the PROVIDER upon delivery after completion of services. The PROVIDER agrees that all documents maintained and generated hereto shall be subject to the applicable provisions of the Public Records Law, Chapter 119, Florida Statutes.

B. It is further understood by and between the parties that any information, writings, tapes, maps, contract documents, reports or any other matter whatsoever which is given by CITY to the PROVIDER pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the PROVIDER for any other purposes whatsoever without the written consent of the CITY.

## **ARTICLE IX: OWNERSHIP OF INTELLECTUAL PROPERTY**

A. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the PROVIDER. The CITY is granted a non-exclusive limited-use license of this Intellectual Property.

B. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the PROVIDER.

## **ARTICLE X: PUBLIC RECORDS ACT**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. PROVIDER understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The PROVIDER shall keep records to show its compliance with program requirements. PROVIDER must make available, upon request of the CITY, or any of their duly authorized representatives, any books, documents, papers, and records of the CITY which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Exempt or confidential information should not be disclosed unless authorized by law. PROVIDER shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the PROVIDER must be transferred to CITY at no cost. If records are stored electronically, the records must be provided in a compatible format to CITY'S operating system.

## **ARTICLE XI: CONFIDENTIALITY**

A. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the CITY which would reasonably be considered to be proprietary to the CITY including, but not limited to, investigative information, accounting records, business processes, and CITY records and where the release of that Confidential Information could reasonably be expected to cause harm to the CITY.

B. The PROVIDER agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the PROVIDER has obtained, except as authorized by the CITY or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

C. All written and oral information and material disclosed or provided by the CITY to the PROVIDER under this Agreement is Confidential Information regardless of

whether it was provided before or after the date of this Agreement or how it was provided to the PROVIDER.

#### **ARTICLE XII. NONDELEGABLE**

The duties and obligations undertaken by the PROVIDER pursuant to this Agreement shall not be delegated or assigned to any person or firm unless the CITY shall first consent in writing to the performance or assignment of such service or any part thereof by another person or firm, except as so permitted in the Scope of Services. Any employees, agents, or representatives of the PROVIDER granted permission to perform services as outlined in this Agreement shall be subject to a criminal and civil background check and shall comply with all terms as provided in Articles I- XXVI herein.

#### **ARTICLE XIII: AWARD OF AGREEMENT**

The PROVIDER warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

#### **ARTICLE XIV: CONSTRUCTION OF AGREEMENT**

This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The PROVIDER agrees to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

#### **ARTICLE XV: SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

#### **ARTICLE XVI: INDEMNIFICATION**

The PROVIDER shall indemnify and save the CITY, its officials, employees, representatives and attorneys, from and against any and all claims, liabilities, losses and causes of action which arise out of or in connection with PROVIDER's professional services under this Agreement, to the extent caused by the negligence, recklessness or intentionally wrongful misconduct, act or omission on the part of the PROVIDER or any person acting for or on its behalf, and from and against any orders, judgments, or decrees which may be entered and from and against all reasonable costs, attorney's fees, expenses incurred at the trial, appellate or administrative level or proceedings and liabilities insured in the defense of any such claims or in the investigation thereof.

## **ARTICLE XVII: CONFLICT OF INTEREST**

A. The PROVIDER covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the CITY in connection with this agreement has any personal financial interests, direct or indirect, with the PROVIDER. The PROVIDER further covenants that, in the performance of the Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of the PROVIDER or its employees must be disclosed in writing to the CITY.

B. The PROVIDER is aware of the conflict of interest laws of the CITY of Hialeah Code Ch 26, Art. I and II; Code of Miami-Dade County, Florida, § 2-11.1 et seq., and the State of Florida, Chapter 112, Part III, Florida Statutes and agree that it shall fully comply in all respects with the terms of such laws.

## **ARTICLE XVIII: INDEPENDENT CONTRACTOR**

The PROVIDER, its employees, agents or representatives, shall be deemed to be independent contractors and not agents or employees of the CITY and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee, its employees, agents or representatives, shall not be entitled to Florida Workers' Compensation benefits as an employee of the CITY.

## **ARTICLE XIX: INSURANCE**

A. PROVIDER shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, if applicable and Business Automobile Liability Insurance.

1. Worker's Compensation Insurance to apply for all employees in compliance with the state worker's compensation law.
2. Business Automobile Liability Insurance with minimum liability limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: (1) Owned vehicles, if applicable; and (2) Hired and non-owned vehicles.

B. Such policy or policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. PROVIDER shall name CITY as additional insured under the Commercial General Liability Insurance Policy. The Professional Liability Policy or certificate shall reference this Project.

C. All policies shall provide a notice of cancellation or reduction of coverage limits. The policy or policies must be endorsed to provide CITY with 30 days notice of cancellation and/or restriction.

D. PROVIDER shall provide CITY with a Certificate of Insurance required in this article. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given 30 days notice prior to expiration or cancellation of the policy.

E. Upon a showing of good cause, the Risk Manager may waive the insurance requirements provided in this article.

#### **ARTICLE XX: TERMINATION**

A. Discretionary. Either party may terminate this agreement without cause upon thirty (30) days written notice mailed to the other party.

B. Cause. Either party may terminate this agreement for cause upon ten (10) days written notice mailed to the other party, and the notified party's failure to cure or correct the cause of the termination notice, to the reasonable satisfaction of the party giving such notice, within fifteen (15) days of receipt of said notice.

C. Effect of Termination. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this agreement without the prior written consent of the other.

D. Return of Documents. Upon termination, any and all CITY documents, equipment, or materials provided to PROVIDER and any and all of PROVIDER's documents and materials prepared for or relating to the performance of its duties under this agreement, shall be delivered to the CITY as soon as possible, but not later than thirty (30) days after termination.

#### **ARTICLE XXI: NONDISCRIMINATION**

The PROVIDER agrees that it shall not discriminate as to race, color, creed, national origin, religion, age or disability in connection with its performance hereunder.

#### **ARTICLE XXIII: DEFAULT**

If the PROVIDER fails to comply with the terms and conditions of this Agreement, or fails to perform hereunder, or files for bankruptcy or provides assignment or transfer to creditors, then the CITY, at its sole option upon written notice, may cancel and terminate this Agreement, and all payments, advances, or other compensation paid to the PROVIDER, after notice and opportunity to cure as referenced in Article XX. Payments made to the PROVIDER while the PROVIDER is in default of the provisions contained herein, shall be returned forthwith to the CITY.

#### **ARTICLE XXIV: ENTIRE AGREEMENT**

This Agreement and its attachments and exhibits constitute the sole and only agreement of the parties and accurately sets forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

#### **ARTICLE XXV: AMENDMENT**

No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

#### **ARTICLE XXVI: MISCELLANEOUS**

A. Captions, title and paragraph headings are for convenient reference and are not a part of this Agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Agreement.

B. In the event of conflict between the terms of this Agreement and any terms or conditions in any attached document; the terms in this Agreement shall prevail.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provisions, paragraph, sentence, work or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Hialeah such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

E. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this Agreement.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

CITY of Hialeah, Florida  
501 Palm Avenue  
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of  
CITY of Hialeah

\_\_\_\_\_  
Marbelys Fatjo  
City Clerk

\_\_\_\_\_  
Mayor Carlos Hernandez      Date

(SEAL)

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lorena Bravo  
City Attorney

Jose Galguera, President  
Communications & Network Solutions, Inc.  
PO BOX 830252  
Miami, Florida, 33283

Signed, sealed and delivered  
in the presence of:

Authorized Signature:

\_\_\_\_\_  
Witness  
Typed/printed name: \_\_\_\_\_

\_\_\_\_\_  
Jose Galguera      Date