

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS, INC.
FOR
LABOR, INSTALLATION AND PROGRAMMING OF SOFTWARE HOUSE CONTROL SYSTEM FOR
PD SUBSTATION**

THIS AGREEMENT, dated as of the 4th day of October, 2017, is made between KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS, INC. a California corporation, (hereinafter the "Consultant"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Equipment, Installation and Programming of a software house access control system for PD Substation (the "Project"); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

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

1. Scope of Services/Deliverables.

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services, *attached as Exhibit "A." The terms of this Agreement shall govern if in conflict with the Scope.*
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

DAE
[Signature]

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2017, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. Compensation and Payment.

3.1 The Consultant shall be compensated in the following manner:

On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Consultant shall not exceed \$26,588.70, without the prior written approval of the City. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

4.2 Any sub-consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.

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

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the

State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

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

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

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

Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

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

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward A. Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Consultant: Benjamin Goodwin or Michael W. Fink or Anita Patrick
Kratos Public Safety & Security Solutions, Inc.
4820 Eastgate Mall, Suite 200
San Diego, CA 92121

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

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

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

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

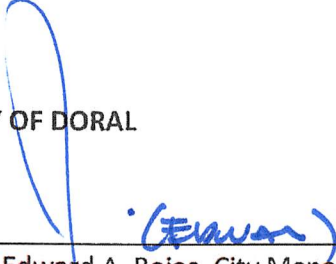
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant and through its representative, who has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

Edward A. Rojas, City Manager

Date: 10.18.17

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Weiss Serota Helfman Pastoriza Cole & Bonsike, PL
City Attorney

**KRATOS PUBLIC SAFETY & SECURITY
SOLUTIONS, INC
("CONTRACTOR")**

By: 

Anita Patrick, Sr. Contracts Manager

Date: October 04, 2017

EXHIBIT

"A"

PROPOSAL AND SCOPE OF SERVICES



Proposal for:

**City of Doral - Access Control System
PD Substation**

08/14/2017

Submitted to:

City of Doral
11400 NW 82nd Street
Doral, FL 33178

Submitted by:

Krista Colandrea
Kratos Public Safety & Security Solutions, Inc.
5773 NW 158 Street
Miami Lakes, FL 33014
(305) 822-8565
Krista.Colandrea@kratospss.com

www.kratospss.com



5773 NW 158 Street
Miami Lakes, FL 33014
Main: (305) 822-8565
www.kratospss.com

08/14/2017

Miguel Urrutia
Assistant Director of Information Technology
City of Doral
11400 NW 82nd Street
Doral, FL 33178

Dear Miguel

Kratos Public Safety & Security Solutions, Inc. (Kratos PSS) is pleased to present to you a proposal for the City of Doral - Access Control System PD Substation Project.

Kratos PSS takes great pride in delivering the best products and services in our industry. Our security professionals have taken great care in selecting the equipment that best suits your situation and will ultimately provide the security that you need.

I would like to thank you once again for this opportunity to work with you and your company to secure your people and assets.

I'd like to speak with you about this proposal to answer any questions you may have. Please reach out to me at your convenience. If I do not hear from you within the next couple days I will give you a call.

We look forward to working with you on this project and any future security needs you may have.

Regards,

Krista Colandrea

Account Manager
Krista.Colandrea@kratospss.com

Proposal

Date: 08/14/2017	Quote: 14832-1-0
To: Miguel Urrutia City of Doral 11400 NW 82nd Street Doral, FL 33178 Phone: (305) 593-6725 Email: Miguel.Urrutia@cityofdoral.com	From: Krista Colandrea Kratos PSS 5773 NW 158 Street Miami Lakes, FL 33014 Phone: Email: Krista.Colandrea@kratospss.com

Kratos Public Safety & Security Solutions, Inc. (Kratos PSS) is pleased to submit this Proposal for your consideration. Kratos PSS hereby agrees to provide the Professional Services & Equipment as required for the Client at the location shown above, as described in the Scope of Work and Clarifications & Assumptions, as per the Kratos PSS Terms & Conditions hereinafter set forth. This Proposal is valid for 30 days from the above date unless otherwise stated in writing within this Proposal.

Project Pricing

Equipment

QTY	Description
1	ELECTRIC STRIKE
7	HES STRIKE 12/24-630-J-630 COMBO
7	RDR, PROXPT, WIEG, GREY
2	BIOCLASS READER
1	RDR / ENROLLER, BIOCLASS, RKL57, KEYPAD, BLACK, TERM,ELITE,
1	MAXIPROX WIEGAND, GRAY, TERMINAL, LEAD FREE
2	ISTAR Edge 4-RDR w/ ENCL & RM-4 MODs 64MB RAM 12/24VDC input
4	I8 Eight Input Reader Bus Module
1	R8 Eight Output Reader Bus Module
1	C-CURE 9000 SW DVD, QSG & Box, MS SQL 2012 EXPRESS
1	C-CURE 9000 Series L System License, 16 readers, NO SW
2	12VDC, 17AH Backup Battery. Provides 24 Hours Backup Power t
3	CAT6E CABLE 1000FT BLUE

Financial Summary

Total Proposal Amount:	\$26,588.70
Note: The above price does not include sales tax.	

This project has NOT been priced at Prevailing Wage.

Notice: These documents contain data proprietary to Kratos Public Safety & Security Solutions, Inc., which submits these documents in confidence with the understanding that such data shall not be duplicated, used, or disclosed - in whole or in part - for any purpose without the prior, written consent of Kratos Public Safety & Security Solutions, Inc. The customer is implicitly authorized to reproduce pages for evaluation of this proposal or to excerpt pages or information for incorporation into customer briefings, proposals, et cetera that endorse the products and services of Kratos Public Safety & Security Solutions, Inc.

City of Doral hereby authorizes Kratos Public Safety & Security Solutions, Inc. to perform the work in accordance with the attached quote dated 08/14/2017, in the amount of \$26,588.70.

Approval

Customer Signature _____ Date _____
Anita Patrick 10/04/2017
Kratos PSS Signature _____ Date _____
Kratos Public Safety & Security Solutions, Inc.

Print Name _____
Anita Patrick, Sr. Contracts Manager
Print Name _____

Scope of Work

This estimate is for the labor, installation and programming of a Software House Access Control System.

This installation includes the following device counts as provided by the City of Doral:

SOFTWARE HOUSE ACCESS CONTROL SYSTEM

- 1 EA. CCURE 9000 Software
- 1EA. CCURE License
- 1 EA. LCD Monitor 24"
- 2 EA. 4 DOOR PANELB
- 4 EA. i8 Eight Input Reader Module
- 1 EA. r8 Eight Output Reader Module
- 2 EA. Biometric Readers
- 1 EA. Biometric enrollment reader
- 7 EA. Proximity Card Readers
- 1 EA. External weatherproof proximity card reader
- 8 EA. Locking Mechanism

All conduit, and back boxes are excluded in this estimate and must be provided by others.

This estimate does not include, patching, painting or ceiling tile replacement.

Prevailing wage is excluded in this estimate.

Sales Tax is excluded in this estimate.

Scope of Work Details

- Submittals
- System Programming
- End User Training
- Equipment Installation
- Locking Hardware

Customer to Provide

- | | |
|---|--|
| <input checked="" type="checkbox"/> Local Secure Storage | <input checked="" type="checkbox"/> VPN or Remote Network Access |
| <input checked="" type="checkbox"/> Workspace for KPSS Personnel | <input checked="" type="checkbox"/> Fire Alarm Interface & Testing |
| <input checked="" type="checkbox"/> Drawings in CAD Format | <input checked="" type="checkbox"/> Parking |
| <input checked="" type="checkbox"/> Device Naming Scheme | |
| <input checked="" type="checkbox"/> Network Configuration Details | |
| <input checked="" type="checkbox"/> Site-Specific Safety Training | |
| <input checked="" type="checkbox"/> System Access & User Rights | |

Exceptions / Notes

Clarifications & Assumptions

In regards to the specification sections, drawings, addendum, and additional documentation detailed in the table below we have generated this document to communicate Kratos PSS's Clarifications & Assumptions.

1. Kratos PSS has incorporated its best efforts to assure that this bid proposal completes any elements of design that may have been implied, or otherwise would be required to provide the intended results of the design. However, Kratos PSS cannot accept full responsibility for details and/or concepts of the design that are not shown or described in the Contract Documents, Drawings, System Specifications, etc... The detail that is not shown, described or explained therefore might not be included in this bid. These details can be included after Kratos PSS receives the latest versions of the Specification along with all Bulletins, Appendixes, Addenda, etc...
2. The Construction Manager of the subject property will provide Kratos PSS with full and complete access to the subject property and designated work areas.
3. The Construction Manager of the subject property will provide all utilities, such as electric and water, utility connections, building and facility services, space for temporary storage, site security, and bathroom facilities at the subject property at no cost to Kratos PSS for the duration of the project.
4. The Construction Manager of the subject property will verify, identify, and mark-out all utilities and structures, such as but not limited to, foundations, pilings, vaults, and pipes in and near the work areas. Kratos PSS is not responsible for the direct or indirect costs associated with damage and/or repair of utility lines and structures not identified, verified, and marked-out by the Construction Manager of the subject property.
5. The Construction Manager of the subject property will be responsible for transferring all moveable items, such as but not limited to, vehicles, trailers, boxes, and containers from the designated work areas as required.
6. If site conditions cause significant delays in activities on the subject property, Kratos PSS reserves the right to be compensated for these delays.
7. Kratos PSS is not responsible for any hoisting, scaffolding, shoring, stabilizing, or dewatering.
8. The final Scope of Work and Work Procedures must be verified and agreed upon by all applicable parties prior to Kratos PSS initiating fieldwork for the project.
9. Kratos PSS will not be responsible for project bonding and special insurances, which are not specifically identified in the RFP documentation.
10. Kratos PSS will not be responsible stand-by time/waiting time, demobilization/remobilization, fire watch, site security, building/facility services, interference/delay from trades/unions or other parties, and/or stand-by trades/unions.
11. Where the delivery of materials, components, or goods required under this agreement is delayed through no fault of Kratos PSS, as a result of shortage of commodities, raw materials, components, and/or products, Kratos PSS shall not be liable for any additional costs or damages associated with such delay(s).
12. Base Bid Price does NOT include costs for:
 - a. Background Screening
 - b. Locking Hardware
 - c. Fire Alarm Interface & Testing
 - d. High Voltage Power
 - e. Ceiling Tile Replacement
 - f. Cutting, Patching, & Painting
 - g. Conduit, Ladder Racks, & Pull Boxes
13. Additional equipment, labor, and materials required above and beyond the agreed upon Scope of Work included in this proposal will be considered a Change Order and will only be executed upon receipt of written order, and will be billed to the Client as an extra charge over and above the original estimate.
14. Costs associated with the Master Mechanic, Teamster Foreman, Laborer Foreman, Operating Engineers, Site Safety Personnel, Maintenance Engineers, and temporary light, power & water are not included.
15. Kratos PSS does not accept back charges that have not been previously agreed upon in writing.
16. Pathways are assumed to be free and clear of obstructions.
17. All work areas are assumed to be free of lead and asbestos.
18. All work is to be performed during normal business hours.
19. Customer must provide CAD drawings in CAD format.
20. Permits are not included unless specifically stated otherwise in the RFP documentation.
21. All locking hardware to be provided and installed by others unless specified otherwise in the RFP documentatic
22. All low voltage cabling will be plenum rated and run above the ceiling without conduit, unless specified otherwise in the RFP documentation.

23. A proper level of Air Conditioning and Ventilation must be provided for all areas in which security equipment is installed. These areas include, but are not limited to Security Room, Racks & Consoles, Closets, Elevator Machine Rooms, etc...
24. Completion in accordance with the schedule is contingent upon no strikes, accidents, or delaying events beyond Kratos PSS's control.
25. Patching, painting, concrete, masonry, ceiling removals/replacements, temporary protections and debris removal is not included.
26. Lighting conditions are anticipated to be adequate and proper for the operation of CCTV cameras.
27. Lock operation is subject to the proper condition and operation of door hardware, door alignment, and closing devices. Access Control is contingent upon proper operation of all such devices and hardware. Factors such as air conditioning, wind or related draft problems and abusive usage can render any system inoperative. Eliminating and preventing these interfering factors is the responsibility of the customer.
28. Kratos PSS retains title to all equipment until installation or material title transfer is complete and reserves the right to retake possession of the same or any part thereof at the customer's cost upon payment default.
29. Customer shall purchase and maintain all-risk builder's risk insurance upon the full value of the entire work, including materials delivered to the job site, as per Kratos PSS's Terms & Conditions.
30. Kratos PSS shall not be responsible for delays or defaults that are occasioned by causes of any kind beyond Kratos PSS's reasonable control, including but not limited to delays or defaults of architects, the customer or customer's landlord, other contractors or subcontractors, any other third parties, or by civil disorder, labor dispute, or Act of God. Kratos PSS shall be entitled to equitable adjustment in the amount of the Contract for delays caused by any such party or cause.
31. **Intellectual Property:** This proposal and all accompanying materials, and the original information, designs, concepts and ideas represented herein are the exclusive intellectual property of Kratos PSS as per Kratos PSS's Terms & Conditions.
32. **LIMITATION OF LIABILITY – KRATOS PSS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY REASON WHATSOEVER AS FURTHER DELINEATED IN KRATOS PSS's TERMS & CONDITIONS.**

Terms & Conditions

The following terms and conditions are entered into between the party receiving this proposal ("Client"), and Kratos Public Safety & Security Solutions, Inc. ("Kratos"). Client and Kratos may be referred to herein individually as the "Party" or collectively as the "Parties." In the event a contract is not entered into between the Parties, the terms and conditions set forth herein shall constitute the agreement ("Agreement") between the Parties.

1. **Scope and Compensation.** Kratos shall perform on behalf of Client services as described in the scope of work section above ("Services") and shall be compensated according to the pricing set forth herein ("Fees"). Client shall pay Kratos within thirty (30) days of the date of Kratos' invoice. Any amount in an invoice which is disputed by Client shall be resolved by senior management of the Parties and once resolved, shall be paid within ten (10) days of the date of resolution. Client shall pay interest on outstanding invoiced amounts at the lesser of the maximum amount permitted at law or at the rate of one and one-half percent (1.5%) of the overdue amount due per month. Payment of interest on overdue accounts shall not excuse payment of the principal amount. All taxes and similar assessments, levies and government-imposed obligations with respect to Kratos' income derived from its performance of Services shall be paid by Kratos. Client shall pay all other applicable taxes.
2. **Term of Agreement.** The term of this Agreement shall be one (1) year from the Effective Date unless otherwise terminated in accordance with this Agreement.
3. **Warranty.** Kratos warrants it shall perform its Services in accordance with the current standards of care and diligence normally practiced by professionals in performing services of a similar nature. If, during a one (1) year period following the completion of the Services, Client shows that there is an error in the Services as a result of Kratos' failure to meet those standards, and Client has notified Kratos in writing of any such error within that period, Kratos shall perform such corrective services within the original scope of Services as may be necessary to remedy such error.
4. **Equipment.** If Kratos is providing equipment or materials, Client hereby accepts delivery of such equipment or materials at the point of origin at Kratos' freight forwarder and assumes ownership of the equipment or materials at such point. Unless otherwise stated, Kratos, for the protection of Client, shall demand the warranty for equipment or materials, or guarantees for the procurement of services from all vendors and subcontractors to be made available to Client to the full extent of the terms thereof. Kratos' liability with respect to such equipment and materials obtained from vendors or services from subcontractors shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to Client as part of the Services for the purpose of enforcing the same.
5. **Insurance.** Each Party shall take out and maintain at its own expense all insurance necessary to cover its obligations under the Agreement.
6. **Liability.** Kratos shall hold Client harmless against any and all claims, demands and causes of action for injury to or death of persons or for damage to tangible property (other than property of Client) to the extent caused by the negligent acts of Kratos. Kratos' liability under this Agreement shall not exceed the compensation actually paid by Client to Kratos under this Agreement, and, to the fullest extent permitted by law, Client agrees to release, defend, and hold Kratos and its affiliates and each of their respective successors, assigns, employees, agents, officers and directors harmless from and against any and all further liability arising in any manner from this Agreement and Kratos' performance of the Services. Client agrees to waive, and shall require its insurers to waive, subrogation against Kratos under any applicable policy of insurance. NEITHER PARTY SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF INVESTMENT, LOSS OF PRODUCT OR BUSINESS INTERRUPTION, HOWSOEVER CAUSED.
7. **Confidential Information.** Each Party may make available to the other access to certain trade secrets and other confidential technical, business and financial information, including the contents of this Agreement and the Exhibits thereto (collectively, "Confidential Information"). So long as and to the extent that Confidential Information is marked "Confidential" or "Proprietary" (if in tangible form) or is not generally available to the public from other sources, each Party shall safeguard such Confidential Information in the manner in which it safeguards its own confidential information, and shall not disclose Confidential Information to its employees, contractors and agents, except to the extent necessary to enable it to fulfill its obligations under this Agreement. The obligations of this Section 7 shall survive for two (2) years after the termination or expiration of this Agreement. Client shall indemnify Kratos from third party liability arising from any unintended use or unauthorized disclosure.
8. **Termination.** Either Party may, with or without cause, terminate the Services at any time upon ten (10) working days' written notice to the other Party. In either case, Kratos shall be paid costs incurred and fees earned to the date of termination and through demobilization.
9. **Independent Contractor.** Kratos shall perform the Services as an independent contractor.
10. **Force Majeure.** Any delays in or failure of performance by Kratos shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of Kratos, including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion or sabotage or damage resulting there from; fires, floods, explosion, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; or any other causes, whether similar or dissimilar, which are beyond the reasonable control of Kratos. In the event such occurrence impacts Kratos' obligations hereunder or causes Kratos to incur additional costs, Kratos' obligations shall be equitably adjusted and it shall be entitled to reimbursement for such additional costs.
11. **Change Management.** Either Party may initiate a change by advising the other Party in writing of the change believed to be necessary. As soon thereafter as practicable, Kratos shall prepare and forward to Client a cost estimate for the adjustment to the price, and a schedule impact of the change, and any effect on Kratos' ability to comply with any of its obligations under this Agreement, including warranties and guarantees. Client shall advise Kratos in writing of its approval or disapproval of the change. If Client approves the change, Kratos shall perform the Services as changed. If Client disapproves, the proposed change may be referred to senior management of the Parties.
12. **Governing Law; Arbitration.** The Agreement shall be governed by and construed in accordance with the laws of Delaware without regard to conflicts of law principles. The senior management of each Party shall first attempt to resolve any dispute arising under this Agreement; if a resolution cannot be reached, the Parties agree to submit such dispute to arbitration under the then current commercial arbitration rules of the American Arbitration Association ("AAA") and conduct the arbitration at a location mutually agreeable to the Parties. The arbitrator's decision shall be final and binding, and may be entered in any court having jurisdiction thereof. Each Party shall pay its own costs

and expenses incurred in connection with the arbitration, including legal fees, and each Party shall pay one-half the arbitrator's professional fees and any administrative or filing fees.

13. Notices. All notices or other communications to be given by either Party to the other shall be deemed duly given when made in writing and delivered in person or when deposited to the United States mail, postage prepaid, certified, return receipt requested, or sent via confirmed facsimile, and addressed as follows: If to Kratos: Kratos Public Safety & Security Solutions, Inc., Attn: Contracts, 17-01 Pollitt Drive Fair Lawn, NJ 07410, Tel.: (201) 301-6921, Fax: (201) 794-8341. If to Client: at Client's information below. A Party may change its notice information by giving written notice.

14. Interpretation. The Parties acknowledge and agree the terms and conditions of this Agreement, including those relating to allocations of, releases from, exclusions against and limitations of liability have been freely and fairly negotiated. Each Party acknowledges that in executing this Agreement they have relied solely on their own judgment, belief and knowledge, and such advice as they may have received from their own counsel, and they have not been influenced by any representation or statements made by any other Party or its counsel. No provision in this Agreement is to be interpreted for or against any Party because that Party or its counsel drafted such provision. In the event that any portion or all of this Agreement is held to be void or unenforceable, the Parties agree to negotiate in good faith to amend the terms of the Agreement to affect the intent of the Parties as set forth in this Agreement. Except as otherwise provided herein, the Parties agree to look solely to each other with respect to the performance of this Agreement. Kratos may have portions of the Services performed by its affiliated entities or their employees, in which event Kratos shall be responsible for and Client shall look solely to Kratos as if such Services were performed by Kratos hereunder. The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including but not limited to any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion, or expiration.

15. Miscellaneous. Until this Agreement is superseded by a mutually agreeable contract executed by and between the Parties, this Agreement shall constitute the complete basis for the Agreement, and supersedes any other representation, understanding or agreement, oral or otherwise, including terms and conditions that may be included in purchase orders issued by Client to Kratos. Any term or condition of any purchase order shall have no force or effect on Kratos or this Agreement. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Kratos shall own exclusively the rights to any software, program, algorithm or other copyrightable material that was owned by or licensed to Kratos prior to its execution of this Agreement, regardless of the use or presence of such material in the creation of any work product or deliverable for Client. The warranties, obligations, liabilities and remedies of Client as provided herein are exclusive and in lieu of any others available at law or in equity. Indemnities against, releases from, assumptions of and limitations on liability and limitations on remedies expressed in this Agreement, as well as waivers of subrogation rights, shall apply notwithstanding the fault, negligence (whether active, passive, joint or concurrent), strict liability or other theory of legal liability of the Party indemnified, released or whose liability is limited or assumed or against whom remedies have been limited or rights of subrogation have been waived and shall extend to the officers, directors, employees, licensors, agents, partners and related entities of such Party and its partners and related entities.

16. Installation Time. Kratos assumes that the Services will be performed between the hours of 7am to 4pm, Monday through Friday, exclusive of Kratos holidays. Unless specifically stated herein otherwise, Client shall incur additional charges for work required outside of these time frames.

17. Drawings. Client shall provide Kratos with an electronic version of drawings for the performance of the Services. Client shall provide Kratos to-scale AUTOCAD drawings in electronic format. If Client cannot provide these drawings, an additional charge may accrue for Kratos to create drawings necessary for the completion of the Services.

18. Patch/Paint Exclusion. In the normal process of installation, patching and painting in certain areas may be required. Unless specifically stated herein, Kratos has not included provisions to provide any patching of walls or painting.

19. Client Responsibilities. Every proposal requires certain parts, pieces, or labor to be provided by Client. Kratos has made every attempt to list the responsibilities of Client in this proposal. These responsibilities may include, but are not limited to, AC power connections, lighting conditions, network drops, or IP addresses, and structural integrity.

RESOLUTION No.17-158

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY CODE OF ORDINANCES, APPROVING THE PURCHASE OF SOFTWARE HOUSE ACCESS CONTROL SYSTEM FOR THE POLICE SUBSTATION FROM KRATOS PUBLIC SAFETY AND SECURITY SOLUTIONS, VIA U.S. COMMUNITIES CONTRACT NO. #GS-07F-0205K IN AN AMOUNT NOT TO EXCEED \$26,588.70; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTUAL DOCUMENTS AND EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") is building a new Police Substation located at 3719 NW 97th Ave; and

WHEREAS, in order to properly prepare the physical security for the bulding in the project, the Information Technology Department has recommended the City purchase of Software House access control system; and

WHEREAS, the Software House access control system is compatible with the City's current physical security access control systems; and

WHEREAS, section 2-322 of the City Code of Ordinances provides that the City may enter into contracts competitively entered into by other governmental entities; and

WHEREAS, Kratos Public Safety & Security Solutions^{Inc.} is a vendor participating in GSA Contract No. GS-07F-0205K, and Kratos Public Safety & Security Solutions has provided terms for the purchase of certain "Software House Access Control," as specified in the quote attached hereto as Exhibit "A" (the "Quote"), which is incorporated herein and made a part hereof by this reference; and

WHEREAS, staff has recommended the City Council purchase the Software House access control system from Kratos Public Safety & Security Solutions in accordance with the Quote in the amount of \$26,588.70, which has been competitively bid using three (3) quotes and is competitive even as compared to other providers selling via the Federal Contract, with funds payable from account #: 001.22005.500652.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. Pursuant to section 2-322 of the City Code of Ordinances, the procurement of the Software House access control system from KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS, INC. via GSAC Contract #GS-07F-0205K, in accordance with its quote in Exhibit "A", in an amount not to exceed \$26,588.70, is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to enter into an agreement and other contractual documents, subject to approval as to form and legal sufficiency by the City Attorney, as may be necessary to procure the Software House Access Control System, and to expend funds in furtherance hereof.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Vice Mayor Cabrera and upon being put to a vote, the vote was as follows:

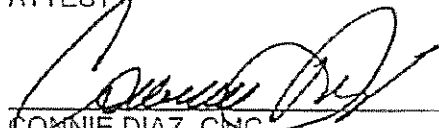
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 27 day of September, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY