

**RESOLUTION NO. 24-05-34**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 24-04 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE SURVEILLANCE CAMERA SYSTEM PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; APPROVING A BUDGET AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the "Village") operates and maintains public buildings and properties throughout the Village; and

**WHEREAS**, surveillance cameras are utilized at specific locations for the safety and security of the public and staff; and

**WHEREAS**, the Village currently utilizes numerous disjointed systems that were installed at various times to monitor and record video camera images/footage on Village-owned properties and buildings; and

**WHEREAS**, replacement of some of these surveillance camera systems with a unified and centralized system that is capable of expansion for new facilities has been identified as a priority; and

**WHEREAS**, on February 5, 2024, the Village issued Request for Proposals (RFP) 24-04 to solicit proposals from qualified firms to complete the Surveillance Camera System Project (the "Project"); and

**WHEREAS**, an Evaluation Committee (the "Committee") was established to review responsive proposals to the RFP and make a recommendation to the Village Council for the

selection of a Contractor to complete the Project; and

**WHEREAS**, the Committee reviewed the nine (9) proposals received using the selection criteria detailed in RFP 24-04 and recommends selection of the highest-ranked proposal from Monifi Technology Group, LLC for the Project for an amount not to exceed Fifty Thousand Seventy Five and 00/100 Dollars (\$50,075.00) to complete the Project; and

**WHEREAS**, the Village Council finds that approval and selection of Monifi Technology Group, LLC and entering into an Agreement for the Project is in the best interest of the Village and its residents.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

**Section 2.**     **Approval of Selection.** The Village Council hereby approves the selection of Monifi Technology Group, LLC to complete the Project.

**Section 3.**     **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with Monifi Technology Group, LLC substantially in the form attached hereto as Exhibit "1", for completion of the Project in an amount not to exceed Fifty Thousand Seventy Five and 00/100 Dollars (\$50,075.00).

**Section 4.**     **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Monifi Technology Group, LLC on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

**Section 5. Approval of Budget Amendment.** The Village Council approves a budget amendment in the Capital Project Fund for \$50,075.00 for the project account.

**Section 6. Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the Project.

**Section 7. Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Henry Rosenthal, seconded by Mark Gregg.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>

**PASSED AND ADOPTED THIS 7th DAY OF MAY, 2024.**

DocuSigned by:

*Joseph B. Pinder III*

F8EB3A68BD794FF

JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

*Marne K. McGrath*

008BA9A9B2704D5...

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF  
ISLAMORADA, VILLAGE OF ISLANDS:

DocuSigned by:

*John J. Quick*

362BEAA7EDDD417

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



**AGREEMENT**

THIS IS AN AGREEMENT, dated the 7th day of May , 2024, between:

**ISLAMORADA, VILLAGE OF ISLANDS**

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

MONIFI TECHNOLOGY GROUP, LLC.

a Limited Liability Company authorized to do business in the State of Florida, hereinafter  
**"CONTRACTOR."**

**WITNESSETH:**

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

**Article I. PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

**Section 1.01** The VILLAGE is in need of an independent experienced contractor to provide the materials and services to install a surveillance camera system at specific locations at the Administrative Headquarters and within Founders Park in a timely and responsive timeframe (the "Project").

**Section 1.02** On February 5, 2024, the VILLAGE issued Request for Proposals No. 24-04 for the Project, including all Exhibits and Addenda (the "RFP").

**Section 1.03** On March 13, 2024, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

**Section 1.04** The evaluation committee evaluated and ranked the proposal in accordance with the RFP and determined that CONTRACTOR was a the highest ranked, responsive and responsible proposer for the Project.

**Section 1.05** On May 7, 2024, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 24-05-34 awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

**Section 1.06** VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

## **Article II. SCOPE OF WORK**

**Section 2.01** CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work for the Project described in the RFP, and the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

**Section 2.02** CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR for the Project pursuant to the terms of this Agreement.

**Section 2.03** CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

**Section 2.04** None of the work or services under this Agreement for the Project shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

## **Article III. TIME FOR COMPLETION**

**Section 3.01** The CONTRACTOR shall commence work as directed by the VILLAGE and in accordance with a Project Timeline. The Project Timeline shall be based upon the timeline as stated in Exhibit "A" to this Agreement as may be modified and agreed upon during negotiation of this Agreement and provided as Exhibit "B". CONTRACTOR shall complete all work in a timely manner in accordance with the Project Timeline or be subject to liquidated damages pursuant to Section 3.03.

**Section 3.02** Anything to the contrary notwithstanding, minor adjustment to the Project timeline for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

## **Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES**

**Section 4.01** The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed **Fifty Thousand Seventy Five and no/100 Dollars (\$50,075.00)**.

**Section 4.02** The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

**Section 4.03** The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

**Section 4.04** The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

**Section 4.05** The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

**Section 4.06** CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-contractors and suppliers and labors.

#### **Article V. CONTRACTOR'S LIABILITY INSURANCE**

**Section 5.01** The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

**Section 5.02** Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

**Section 5.03** Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

**Section 5.04** Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

**Section 5.05** Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- (c) Automobile Liability Insurance - \$300,000 per occurrence, \$300,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

**Section 5.06** The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

**Section 5.07** The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

## **Article VI. PROTECTION OF PROPERTY**

**Section 6.01** At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

## **Article VII. CONTRACTOR'S INDEMNIFICATION**

**Section 7.01** The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

**Section 7.02** The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or

decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

**Section 7.03** If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

**Section 7.04** Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

### **Article VIII. INDEPENDENT CONTRACTOR**

**Section 8.01** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

### **Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

**Section 9.01** The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work to the Project. Each amendment shall at a minimum include the following information on the Project:

PROJECT NAME  
PROJECT DESCRIPTION  
ESTIMATED PROJECT COST  
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT  
ESTIMATED PROJECT COMPLETION DATE



**Section 9.02** In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

## **Article X. TERM AND TERMINATION**

**Section 10.01** This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

**Section 10.02** This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

## **Article XI. CONTRACT DOCUMENTS**

**Section 11.01** CONTRACTOR and VILLAGE hereby agree that the following Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; the RFP as incorporated into this Agreement and all other addendums and exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

## **Article XII. MISCELLANEOUS**

**Section 12.01 Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

**Section 12.02 Assignments.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

**Section 12.03 Records.** CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

**Section 12.04 Public Records.** VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- (b) Provide the public with access to such public records on the same terms and conditions that the Village would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.**

**Section 12.05 Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

**Section 12.06 No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**Section 12.07 E-Verify.** CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the

work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

#### **Section 12.08 Scrutinized Companies.**

- (a) CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b) If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**Section 12.09 Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Robert Cole  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

Copy To: Village Attorney  
Islamorada, Village of Islands

86800 Overseas Highway  
Islamorada, Florida 33036

CONTRACTOR: Titus Rennie/Owner/CTO  
Monifi Technology Group, LLC.  
82801 Overseas Hwy., #1439  
Islamorada, FL 33036  
[titus@monifi.net](mailto:titus@monifi.net)

**Section 12.10 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**Section 12.11 Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

**Section 12.12 Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

**Section 12.13 Severability.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**Section 12.14 Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

**Section 12.15 Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

**Section 12.16 Extent of Agreement.** This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

**Section 12.17 Waiver.** Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

**[SIGNATURE PAGE FOLLOWS]**

[SIGNATURE PAGE TO AGREEMENT]

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its \_\_\_\_\_, duly authorized officer to execute same.

**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: \_\_\_\_\_  
Robert Cole, Village Manager

**AUTHENTICATION:**

By: \_\_\_\_\_  
Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, ONLY

By: \_\_\_\_\_  
John J. Quick, Interim Village Attorney

**CONTRACTOR**

MONIFI TECHNOLOGY GROUP, LLC.

By: \_\_\_\_\_  
Print Name: Titus Rennie  
Title: CTO / OWNER  
Date: 5/16/24

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_



Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL

Exhibit "B"

PROJECT TIMELINE

**Monifi Technology Group, LLC.**

82801 Overseas Hwy. #1439

305-922-2762 (Main)

305-394-5489 (Titus Cell)

titus@monifi.net

www.monifi.net



**Islamorada, Village of Islands**

86800 Overseas Hwy

Islamorada, FL 33036

305-664-6400 (Main)



To Whom it May Concern:

This letter is for the intent of winning the bid for the Islamorada RFP24-04 Surveillance Cameras. Monifi Technology is a local I.T. Services company based out of Islamorada Florida. Monifi has been in business since December of 2015 and is one of the largest if not the largest I.T. company based in the Florida Keys. Monifi currently has 7 technicians living in the Florida Keys and working full time. 4 Technicians live in the Islamorada area, 1 lives in Marathon, and 2 live in Key West. We are able to cover any part of the Islands within a 15 to 45 minute timeframe.

Our staff is comprised of all fully qualified technicians with the versatility to go from basic pc troubleshooting to large enterprise level Wi-Fi, camera systems, phone systems, network and server installs. We understand networks and systems and have the skill to maintain them all. Having the understanding of all systems allows for much faster repair when issues do happen. Monifi also monitors a 24/7/365 helpdesk of which local technician's manage and dispatch when needed.

For the RFP24-04 Surveillance Camera project, Monifi will assign 3 technicians that will working together to complete the install and setup. These same technicians have completed many similar installs here locally on the islands. Below is a list of three projects and the contact info to speak with the owners/managers of the site where the work was completed:

1. Atlantic Bay Resort –Tavernier  
Contact: Manager Sandra 305-509-3125
2. Kings Kamp/Captain Jax and Summerland Road - Key Largo  
Contact: Owner Gino Angela 954-612-4061



3. Hawks Cay Resort and Marina – Marathon

Contact: Resort Director Tiffiany Holmes 305-289-2979

Each of the above projects are for full camera systems. These systems provide the required recording times as well as cameras that are placed around the properties to allow for a full view of all areas from a single login provided to each user that needs the access.

Monifi would be able to provide a long term contract for the maintenance and repairs for any future issues that may come up after the camera system is in place. This would allow for a technician to stop in weekly and check the hardware for anything that may cause a problem, and fix anything that may have the need for repair. It would also allow for a phone number and email address to be provided for the Village, so that if anything happens during the days that Monifi is not onsite, a ticket can be put in and someone will respond and dispatch if needed.

Sincerely,

Titus Rennie  
Owner/CTO  
305-394-5489



## 2024 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/23

**This Certificate Expires on December 31, 2024**

Business Name and Location Address

Certificate Number

54-8016945560-5

MONIFI TECHNOLOGY GROUP, LLC.  
82801 OVERSEAS HWY UNIT 1439  
ISLAMORADA, FL 33036-1886

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

**As a seller**, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

**Online:** Visit [floridarevenue.com/taxes/certificates](https://floridarevenue.com/taxes/certificates)

**Phone:** 877-357-3725 and enter your customer's Annual Resale Certificate number

**Mobile App:** Available for iPhone, iPad, and Android devices

# Proposal # ISLA1000RFP2404



12 March 2024

## Islamorada Camera Project RFP 24-04

### Vince Tarves

Islamorada, Village of Islands  
86800 Overseas Hwy  
Islamorada, FL 33037

### Monifi Technology Group

82801 Overseas Hwy. #1439  
Islamorada, FL 33036  
305-922-2762 Main

Unit	DETAILS	Amount	LINE TOTAL
11	Dome Camera 8MP IPFX-D80V-IRW3	775.00	8,525.00
4	IPEL-PB80F-ADW1 Panoramic Camera 180 Degree View	850.00	3,400.00
2	8 Port Aruba InstaOn 1Gbps Switch	550.00	1,100.00
5	48v POE Injectors	105.00	525.00
1	Network Video Recorder 32 Channel 40TB Recording Storage	7,500.00	7,500.00
3	1000' Cat6e Cable Outdoor Rated Direct Burial UV Protected	425.00	1,275.00
1	Mics Parts, brackets, weatherproofing gel and other items	1,500.00	1,500.00
1	Electrical Conduit - Outlets and other Electrical hardware	5,250.00	5,250.00
120	Labor to Install and Configure Camera System w/ 2 Technicians	175.00	21,000.00
		Net Total	\$50,075.00
Taxes on Hardware Sales only		Tax	-
		<b>TOTAL</b>	<b>\$50,075.00</b>



Islamorada RFP 24-04  
Islamorada, Village of Islands  
86800 Overseas Hwy.  
Islamorada, Florida 33037



This document outlines the Camera Project that Monifi Technology Group, LLC. is proposing for Islamorada, Village of Islands.

This Project consists of 15 cameras that will be placed outside and inside the City Hall building, as well as the Founders Park Gate House and Pool house.

All equipment will be installed and configured by Monifi Technology Group, LLC. The install will take approximately 120 man hours to install, using three technicians. The cameras will be placed in accordance to the map provided. These locations will provide the views needed to properly cover the areas listed in the RFP. The below Outlines those Locations:

First Floor Lobby – 2 Dome Cameras	Second Floor Lobby – 1 Dome Camera
Third Floor Lobby – 1 Dome Camera	Police Lobby – 1 Dome Camera
Fire Bay Doors – 2 Dome Cameras	Parking Area – 2 Dual Lens Cameras
Gatehouse – 1 Dome Cameras	Public Works – 1 Dual Lens Camera
Pool House Lobby – 1 Dome Camera	Pool Area – 1 Dual Lens Camera
Marina Fuel Dock – 1 Dome Camera	Marina Boat Ramp – 1 Dome Camera

The timeline for completion of the project is approximately 10 days. This may vary depending on weather or items found that may have not been expected.

All equipment is held with a 4 year warranty. All installation work completed will have a 30 day warranty.

This proposal is to remain in effect for 90 Days and the total cost shall not exceed \$50,075.00

Monifi is pleased to offer the above proposal for RFP 24-04 Camera Surveillance project for Islamorada, Village of Islands.