

MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AGREEMENT is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as “City”), whose address is 100 NW 1st Avenue, Delray Beach, FL 33444 and Samsara Inc. (hereinafter referred to as “Contractor” or “Samsara”), a Delaware Corporation, authorized to do business in Florida, whose address is 1 De Haro St, San Francisco, CA 94107, this 25th day of October, 2022.

WHEREAS, the City desires to procure Fleet Management Technologies with Related Software Solutions; and

WHEREAS, in accordance with Sourcewell Contract No. 020221-SAM, effective April 1, 2021 through March 26, 2025, entered into a three (3) year agreement with Contractor to procure Fleet Management Technologies with Related Software Solutions, , with an option to renew for one (1) additional 1-year period, upon Sourcewell’s request and with written Agreement by Samsara; and

WHEREAS, the City desires to procure these products and services from Contractor under the same terms, conditions, and pricing provided under Sourcewell Contract No. 020221-SAM, subject to the terms and conditions of this Agreement, the City’s Purchasing ordinance, and Florida law; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Contractor shall provide Fleet Management Technologies with Related Software Solutions for the City, in accordance with and pursuant to the same terms, conditions, and pricing of under Section 6(B) of Sourcewell Contract No. 020221-SAM.
3. City’s use of Samsara’s products and/or services (“Products”) is subject to Samsara’s terms of service available at <https://www.samsara.com/legal/platform-terms-of-service/> (“Terms of Service”).
4. This Agreement is in full force and effect upon full execution by the City and shall terminate on March 26, 2025, unless renewed or extended by Samsara or terminated at an earlier date in accordance with the terms of this Agreement or the Terms of Service.
5. City may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:
 - i. The City fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased, provided that such termination will be effective as of the date of the beginning of the period for which funds have not been appropriated;
 - ii. Federal, state, or provincial laws or regulations prohibit the purchase or change the City’s requirements; or
 - iii. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, and such breach continues for a period of 30 days following receipt of written notice to cure.

6. Contractor will defend (or settle), at its expense, any actual or threatened third-party action, suit or proceeding against City ("Claim") to the extent such Claim is based on an allegation that Contractor's Products or any part thereof, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret, and will indemnify City for any costs, damages and reasonable attorneys' fees attributable to such Claim that are awarded against City. Contractor's obligations under this section are contingent upon: (a) City providing Contractor with prompt written notice of such Claim; (b) Contractor providing reasonable cooperation to Samsara, at Samsara's expense, in the defense and settlement of such Claim; and (c) Contractor having sole authority to defend or settle such Claim. In the event that Contractor's right to provide the Products is enjoined or in Contractor's reasonable opinion is likely to be enjoined, Contractor may obtain the right to continue providing the Products, replace or modify the Products so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to City and City will be provided a Refund. THE FOREGOING STATES THE ENTIRE OBLIGATION OF CONTRACTOR AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS. Contractor will have no liability under this section to the extent that any Claim results from: (a) modifications to the Products made by a party other than Contractor or a party acting on Contractor's behalf; (b) the combination, operation or use of the Products with equipment, devices, software or data not supplied by Contractor; (c) City's failure to use updated or modified versions of the Products provided by Contractor; (d) Contractor's compliance with any designs, specifications or plans provided by City; or (e) City's use of the Products other than in accordance with this Agreement or any Documentation.

7. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. Notwithstanding the foregoing, notices to Samsara must be made via email to the email address below. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

For CONTRACTOR:

Samsara Inc.
1 De Haro Street
San Francisco CA 94107
Attn: Legal Team
legalnotices@samsara.com

8. Neither the Contractor nor City may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement, except in the case of a merger, acquisition, or sale of all or substantially all of the assets of Contractor. Such consent will not be unreasonably withheld.

9. This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

10. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

a. Contractor shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

11. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

12. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

13. By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. 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 terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

14. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. Executed Order Form.
- c. Section 6(b) of Sourcewell Contract No. 020221-SAM.
- d. Contractor's response to Sourcewell Contract No. 020221-SAM for equipment, products, or services.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

Katerri Johnson
Katerri Johnson, City Clerk

CITY OF DELRAY BEACH
By: Shelly Petrolia
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney

SAMSARA INC.

By: Ming Tam
Print Name: Ming Tam
Title: Senior Director, Legal

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known _____ OR Produced Identification _____
Type of Identification Produced _____

see attached
CA Certificate
Robert Ominski
Notary Public – State of _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

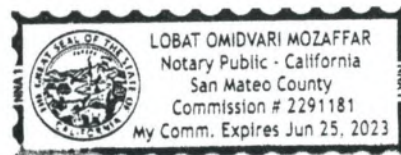
On 10 / 19 / 2022 before me, Lobat Omidvari Mozaffar, Notary Public
(insert name and title of the officer)

personally appeared Ming Tam,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lobat Omidvari (Seal)



Master Contractor/Service Agreement

CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Master Contractor/Services Agreement with Samsara Networks, Inc.

Department: Public Works (Fleet)

Contact person: Chris Snyder

City Manager approval

City Commission approval

Reviewed by Purchasing

Agenda item #:

Agenda meeting date:

Resolution #: 124-22

Agreement Action:

New <input checked="" type="radio"/>	Renewal* <input type="radio"/>	Amendment* <input type="radio"/>	*Renewal: Only change is the agreement term *Amendment: For changes other than/in addition to term
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Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:	Comments/Specific Provision in Agreement
Term (Duration of Agreement)	4: execution until 3/26/25 unless renewed or extended by Sourcewell
Termination Clause	5: if City fails to receive funding, if law changes and does not meet city requirements, material breach by vendor (consistent with piggyback)
Renewal Clause	RFP: 1, may be extended up to one additional one-year period upon request of Sourcewell
Insurance	City standard
Indemnification	Other
Assignment	8: not without written consent
Fiscal Funding Requirement	12
FL. Public Records Provision (2016)	10
Inspector General Provision	11
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	8
E-verify	13

Business Principles:	Comments
Fees: Total Value	\$142,157.00
Fees: Per Fiscal Year	\$41,607.00 yearly

Other Issues:	Comments
Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	

Consistent with applicable policies including, but not limited to, Procurement policies. Yes

Attorney: Kelly Brandon, Esq.

Reviewed and approved as to form and legal sufficiency only