

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** February 3, 2016

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed First Amendment to the Agreement with Safeware, Inc. for the purchase and installation of a CCTV and Automated License Reader Camera System and Related Components to be performed in three phases.

I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Police Department/Information Technology
- 2) Type of Agreement – Purchase Orders/Agreement. **This item is for a First Amendment to the executed agreement dated February 18, 2015.**
- 3) Method of Procurement (RFP, bid, etc.) – **Piggyback: U.S. Communities Contract No. 440001839 and RFP No. 11-205753-10.** Section 38.40(C)(5) of the City’s Purchasing Ordinance allows the Director to procure, without following formal procedures, all goods and services which are subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, provided however, the goods and services are: (i) the subject of a price schedule negotiated by the state or the United States government, or (ii) the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.
- 4) Term of Contract
 - a) initial – One time purchase, however, products will be purchased in phases and work is contingent upon the issuance of Notice to Proceed(s).
 - b) renewals (if any) – yes
 - c) who exercises option to renew – mutual by parties.
- 5) Contract Amount – In a total estimated aggregate project cost of \$1,311,481.00. **Funding for Phase 3 (Federal Highway) and Phase 2 (Downtown) shall be funded through a future debt financing to be issued by the City Commission to fund certain capital projects to be included in the FY 2015 Capital Projects. Funding for Phase 1 (North Beach) shall be funded through the allocation of Federal (Justice) Law Enforcement Funds in an amount not to exceed \$329,505.60.**

TERM SHEET CONTINUED

- 6) Termination rights – City has right to terminate with or without cause effective 30 days from date of written notice. Safeware has thirty days to cure issues and if not cured, Agreement is deemed terminated. In addition, in the event that any of the Phases are not accepted by the City, the City reserves the right to terminate the Agreement in accordance with Article IV of the agreement and not proceed with the other Phases of the Project.
 - 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City Requirements.
 - 8) Scope of Services – Contractor will provide a CCTV and Automated License Reader Camera System and related components. **The proposed First Amendment proposes to amend Article I for the purpose of amending Safeware’s proposal inclusive of the changes listed in the Milestone and Payment Schedule of the Agreement. In addition, the First Amendment clarifies the term of the agreement as the project is being implemented in stages.**
 - 9) Other significant provisions – As part of Safeware’s equipment package, there is a software component which is provided by Vigilant Solutions, Inc.
- cc: Wazir A. Ishmael, Ph.D., City Manager