

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners

**DATE:** June 24, 2014

**FROM:** Jeffrey P. Sheffel, City Attorney

**SUBJECT:** Proposed Enterprise Service Agreement with Vigilant Solutions, Inc. for the provide licenses to the Software Products and Service Package for the CCTV and Automated License Reader Camera System being provided by Safeware.

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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 – Enterprise Service Agreement
- 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 year.
  - b) renewals (if any) – yes
  - c) who exercises option to renew – mutual by parties.
- 5) Contract Amount – The contract prices payable to Vigilante are part of the overall aggregate project cost of \$1,500,000.00. The initial service fee of \$6,000 for Phase 1 (Federal Highway) is for 16 cameras at a rate of \$375.00 per camera which will be paid at the time of initial purchase. The Additional cameras for Phase 2(North Beach) and Phase 3 (Downtown) will be purchased at a rate of \$375.00 per camera and the service fee will be payable at the time of installation of the respective cameras for each Phase.
- 6) Termination rights – City may terminate at any time with 30 days prior written notice. Vigilante may terminate upon 30 days prior written notice based upon breach of the Agreement and City's failure to cure. Vigilante may also terminate

for no reason, Vigilante will refund City an amount calculated by multiplying the total amount of the Service fee paid by the City for then then current Service Period by the percentage resulting from diving the number of days remaining in the then current Service Period, by 365.

- 7) Indemnity/Insurance Requirements – Yes.
- 8) Scope of Services – Contractor will provide the Software Components and Service Packages for the CCTV and Automated License Reader Cameras.
- 9) Other significant provisions – none.
- cc: Cathy Swanson-Rivenbark, City Manager