

R-2014-204
7/2/14

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
SAFEWARE, INC.
FOR**

A CCTV AND AUTOMATED LICENSE READER CAMERA SYSTEM

This Agreement made and entered into this 18th day of Feb., 2015, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and Safeware, Inc., a Florida corporation authorized to do business in the State of Florida (hereinafter "Safeware").

WHEREAS, on July 2, 2014, the City Commission passed and adopted Resolution No. R-2014-204 which authorized the issuance of Purchase Orders between Safeware and the City for the Purchase and Installation of a CCTV and Automated License Reader Camera System as well as authorizing the City Manager and City Attorney to negotiate additional and/or revise terms and conditions with Safeware for his project; and

WHEREAS, the requested CCTV and ALPR cameras, including the installation of the cameras and related components are available from Safeware pursuant to the U.S. Communities Contract No. 440001839 and RFP No. 11-2015753-10 (the "RFP"); and

WHEREAS, in accordance with both the RFP and Resolution No. R-2014-204, Safeware submitted Proposal #967547A to the City which is attached hereto and incorporated by reference;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The RFP, including any addenda thereto, the proposal submitted by Safeware, and the Purchase Order, if applicable, (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents. In the event of conflict, the terms of this Agreement and the Proposal shall prevail.

**ARTICLE II
TERM AND SCOPE OF SERVICES**

This Agreement shall commence upon execution of this Agreement and shall expire one (1) year from the date of issuance of the Purchase Order and Notice to Proceed. However, this project will be implemented in three (3) separate phases and Safeware shall commence the work set forth in the RFP Documents upon receiving the City's Purchase Order and Notice to Proceed

for each Phase. Each Phase will be implemented in accordance with its specific milestones which are set forth in the attached RFP Documents. In the event that any of the Phases are not accepted by the City, the City reserves the right to terminate this Agreement in accordance Article IV herein and not proceed with the other Phases of the project. Safeware shall commence work in accordance with the Scope of Services and the RFP Documents. It is hereby understood the locations for the equipment/poles are tentative and are subject to change as the viability of such locations due to ownership or structural integrity issues. In the event locations are unattainable, the City shall determine whether alternative locations will be assigned.

ARTICLE III COMPENSATION

The total amount to be paid by the CITY under this Agreement for all services as outlined in the RFP Documents shall not exceed a total contract amount of \$ 1,311,481.00 in accordance with RFP Documents. However, City's obligation for payment pursuant this Agreement shall be in accordance with the Payment Schedule, inclusive of the City's Purchase Order(s) as set forth in the RFP Documents. As this project is in Phases, the purchasing of equipment shall be done based upon the Phasing Milestone schedule and the equipment for each phase shall not be purchased until after Safeware has completed the permitting process for each Phase.

ARTICLE IV TERMINATION

The CITY reserves the right to terminate this Agreement with or without cause effective thirty (30) days from the date of written notice. However, upon receipt of said notice, Safeware shall have thirty (30) days to cure any issues outlined in the termination notice. If Safeware fails to cure the issue(s) within the thirty (30) day time period, then the Agreement shall be deemed terminated. Upon termination, Safeware will have thirty (30) days to close out any milestones currently in progress and City shall pay Safeware for all work completed and closed out upon achievement of the acceptance criteria determined for the specific milestone.

ARTICLE V REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE VI SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this

Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE VII
ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, the RFP Documents, together with the attachments hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE VIII
NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Chief of Police
City of Hollywood
3250 Hollywood Boulevard
Hollywood, Florida 33020

with a copy to:

Jeffrey P. Sheffel, City Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33020

and if sent to Vendor, such notices shall be mailed to:

Mr. Peter Van Kirk, Director, Government Security
Safeware, Inc.
4403 Forbes Blvd.
Lanhan, MD 20706

ARTICLE IX
THIRD PARTY RIGHTS

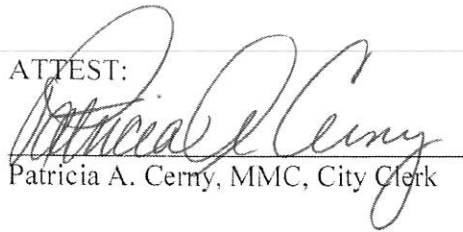
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vendor.

AGREEMENT BETWEEN CITY OF HOLLYWOOD, FLORIDA AND SAFEWARE, INC.
FOR A CCTV AND AUTOMATED LICENSE READER CAMERA SYSTEM

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the
day and year first above written.

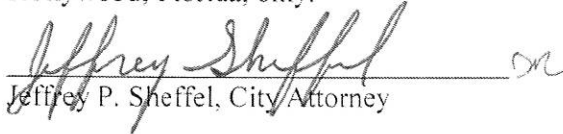
CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida

ATTEST:


Patricia A. Cerny, MMC, City Clerk

By: 
Peter Bober, Mayor

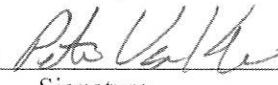
APPROVED AS TO FORM & LEGALITY
for the use and reliance of the City of
Hollywood, Florida, only.


Jeffrey P. Sheffel, City Attorney

DEPARTMENT OF FINANCIAL SERVICES


Matthew Lalla, Director

SAFEWARE, INC.

BY: 
Signature
Print Name: Peter Van Kirk
Title: Director