AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
CEDENOS COMFORT COOLING
FOR
HVAC EQUIPMENT PREVENTATIVE
MAINTENANCE AND REPAIR SERVICES

This Agreement made and entered into this _____ day of _____, 2015, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and CEDENOS COMFORT COOLING, LLC (hereinafter "Vendor").

WHEREAS, the City of Hollywood issued Bid No. F-4469-15-RL (hereinafter the "Bid") for HVAC Equipment Preventative Maintenance and Repair Services; and

WHEREAS, Vendor submitted a response to the Bid;

WHEREAS, Pursuant to Section 38.40 (C)(5) of the Purchasing Ordinance the Director may 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; and

WHEREAS, the City wishes to procure the above goods/services utilizing the Bid and award to the Vendor as the Primary Vendor; and

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 Bid, including any addenda thereto, the response submitted by Vendor, and the Purchase Order, if applicable, (hereinafter, collectively, the "Bid 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 Bid Documents.

ARTICLE II
INDEMNIFICATION

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Vendor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Vendor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the Bid Documents. Nothing in this Agreement or under the Bid Documents shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

ARTICLE III
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 IV
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 V
ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, 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 VI
NOTICE

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

>Steve Joseph, Director
>Public Utilities
>City of Hollywood
>1621 North 14 Avenue
>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:

>Cedenos Comfort Cooling, LLC
>Attn: Francois Cedano
>2041 SW 70 Avenue D14
>Davie, FL 33317

ARTICLE VII
THIRD PARTY RIGHTS

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

(This space intentionally left blank.)

(AGREEMENT BETWEEN THE CITY OF HOLLYWOOD, FLORIDA AND CEDENOS COMFORT COOLING, LLC FOR HVAC EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIR SERVICES)

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:

By: _____
Peter Bober, Mayor

_____
Patricia A. Cerny, MMC
City Clerk

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

DEPARTMENT OF FINANCIAL
SERVICES

_____
Jeffrey P. Sheffel, City Attorney

_____
Matthew Lalla, Director

CEDENOS COMFORT COOLING, LLC, a
Florida corporation

By: _____

_____
Name typed, printed or stamped
Title: _____