

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
CLEVERCITI SYSTEMS CORP.
FOR
DIGITAL PARKING GUIDANCE AND WAYFINDING SIGNAGE**

This Agreement made and entered into this _____ day of _____, 2026, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and Cleverciti Systems Corp. (hereinafter "Vendor").

WHEREAS, City issued Request for Proposal No. 350-26-SA (hereinafter the "RFP") for a Digital Parking Guidance and Wayfinding Signage; and

WHEREAS, Vendor submitted a proposal in response to the RFP;

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 Vendor, 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.

**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 RFP Document. Nothing in this Agreement or under the RFP 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:

City of Hollywood
2600 Hollywood Boulevard
Hollywood, Florida 33020

with a copy to:

Damaris Y. Henlon, City Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33020

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

Sonny Samra
8000 Avalon Blvd, Suite 100
Alpharetta, GA 30009

and always with a digital copy sent to legal.notices@cleverciti.com

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.

ARTICLE VIII
TERM

This Agreement shall be for an initial term of two years, beginning on _____ (“Initial Term”). After the Initial Term, this Agreement may be renewed for up to three additional one-year terms (“Year 3”, “Year 4”, and “Year 5”), at the option of the City.

ARTICLE IX
ADDITIONAL TERMS

9.01 Order of Precedence; SaaS Terms

(a) Order of Precedence. In the event of any conflict or inconsistency among the Agreement, the RFP Documents, and any exhibits, the following order of precedence shall apply (highest to lowest):

- (i) the RFP, including addenda; and
- (ii) this Agreement (including Article IX and all Exhibits);
- (iii) Exhibit A (Scope, Fees, Milestones);
- (iv) Vendor’s proposal;
- (v) any Purchase Order, solely for administrative purposes (e.g., ship-to/bill-to, internal routing), and not to add or modify legal terms.

9.02 Scope; Exhibit A Controls

Vendor shall furnish the goods and services described in Exhibit A (the “Work”). Exhibit A is intended to clarify and supplement the Work described in the RFP Documents.

9.03 City Cooperation; Site Readiness; Schedule Impacts

(a) City shall provide timely access to installation sites and shall cooperate reasonably with Vendor by securing permits and right-of-way approvals, and coordinating with City departments and third parties.

(b) City shall provide continuous (24/7) electrical power at each approved installation location as described in Exhibit A.

(c) If City delays or fails to satisfy its cooperation/site readiness obligations (including power availability), the schedule shall be equitably adjusted, and Vendor shall not be responsible for resulting delays or nonperformance attributable to such failure.

9.04 Acceptance; Substantial Completion

(a) Substantial Completion shall have the meaning set forth in Exhibit A.

(b) Following Vendor's notice that Substantial Completion has been achieved, City shall, within ten (10) business days, either (i) accept in writing, or (ii) provide a written list of material, nonconforming items preventing acceptance (a "Punch List"). Vendor shall use commercially reasonable efforts to address Punch List items.

(c) Use of the delivered and installed signs in production operation (other than for testing) constitutes acceptance for purposes of this Agreement.

9.05 Payments; Suspension for Nonpayment

Payments shall be made in accordance with Exhibit A. If any undisputed amount remains unpaid thirty (30) days after written notice of delinquency, Vendor may suspend performance (including SaaS Services access) until amounts are paid, without liability for such suspension.

9.06 Warranty

Hardware warranty and any maintenance/service visit obligations are as stated in Vendor's proposal and/or Exhibit A. For clarity, warranty and maintenance obligations do not apply to issues caused by vandalism, misuse, unauthorized modification, City-provided content, City power conditions, or force majeure.

9.08 Intellectual Property; IP Claims

(a) CleverPortal / software. All right, title, and interest in and to CleverPortal and Vendor's software, documentation, and related intellectual property remain with Vendor (or its licensors). City receives only the limited rights expressly granted under the terms of this Agreement.

(b) City content. City is responsible for the legality and accuracy of content it provides for display, including compliance with applicable law and third-party rights. City grants Vendor a non-exclusive, worldwide, royalty-free license during the Term to host, reproduce, transmit, and publicly display City-provided content solely as necessary to provide the CleverPortal services and to display such content on the digital signs in accordance with this Agreement.

(c) IP Claims (remedy). If a third party alleges that the CleverPortal service or Vendor-provided software infringes a U.S. patent, copyright, or trademark, Vendor may, at its option: (i) procure the right for City to continue using the affected item; (ii) replace or modify it so it becomes non-infringing while providing substantially equivalent functionality; or (iii) if (i) and (ii) are not commercially reasonable, terminate the affected portion and refund the prepaid, unused fees for that affected portion. This subsection does not apply to allegations arising from City content, City-required specifications, combinations not provided by Vendor, or modifications not made by Vendor.

9.09 Limitation of Liability; Consequential Damages

(a) No consequential damages. Neither party shall be liable to the other for any incidental, consequential, special, exemplary, or punitive damages, or for lost profits, lost revenues, loss of use, or business interruption, arising out of or relating to this Agreement, even if advised of the possibility of such damages.

(b) Cap. Vendor's aggregate liability arising out of or relating to this Agreement shall not exceed the total amounts paid to Vendor under this Agreement during the twelve (12) months preceding the event giving rise to the claim.

(c) Carve-outs. The limitations in this Section 9.09 shall not apply to (i) each party's gross negligence or willful misconduct, or (ii) third-party bodily injury or tangible property damage to the extent caused by Vendor's negligence.

9.10 Termination for Convenience – Settlement (Clarification)

If City terminates for convenience pursuant to the RFP Documents, City shall pay Vendor for: (i) Work properly performed through the effective date of termination; (ii) delivered and accepted hardware; (iii) reasonable, documented, non-cancellable commitments and costs incurred in reliance on the Agreement (including manufacturer or supplier cancellation/restocking charges); and (iv) reasonable demobilization costs. City's obligation to pay under this Section survives termination.

9.11 Public Records; Protected Information

The parties acknowledge City is subject to Florida public records laws. To the extent Vendor provides information it reasonably believes is exempt from disclosure (e.g., trade secrets), Vendor shall clearly mark such materials. If City receives a request for marked materials, City shall, to the extent permitted by law, provide Vendor prompt notice and reasonable opportunity to seek protection, and City shall disclose only what it is legally required to disclose.

9.12 Survival

Sections 9.07–9.11, and any payment obligations accrued prior to termination/expiration, shall survive expiration or termination of this Agreement.

ARTICLE X GOVERNING LAW AND VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

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:

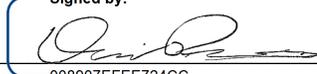
By: _____
Josh Levy, Mayor

Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM:
AND LEGAL SUFFICIENCY

Damaris Y. Henlon, City Attorney

CLEVERCITI SYSTEMS CORP

Signed by:
By:  _____
008907EFEE724CC...
David Parker

Name typed, printed or stamped
Title: President

EXHIBIT A

SCOPE OF WORK; FEES; MILESTONES; CITY DEPENDENCIES

A1. Scope of Work

Vendor shall provide the following (collectively, the “Work”), consistent with Vendor’s proposal and the RFP Documents as clarified by this Exhibit:

1. Hardware (Sale of Goods). Provide the digital parking guidance and wayfinding signage hardware and related components described in Vendor’s proposal. The sign hardware provided shall be (collectively, the “Hardware”):
 - a. Qty 2 x 4-line Cleverciti Sign
 - b. Qty 13 x Cleverciti Circ 360 Ultra+
2. Installation Services. Install and commission the hardware at City-approved locations, including configuration and testing.
3. Onsite Maintenance. Provide annual onsite service visit(s) during the Year 1 term as described in Vendor’s proposal (and any optional renewal year if exercised).
4. CleverPortal SaaS Access. Provide access to CleverPortal for content control and sign management during the Year 1 term. (the “SaaS Services”)

A2. Installation Locations; City Dependencies (Hard Dates)

1. Location Selection. The precise installation locations must be agreed in writing by the parties no later than 6 months following the RFP Notice of Intent to Award (“Approved Locations”).
2. 24/7 power and site readiness. City shall provide continuous (24/7) electrical power, permits, and any other site readiness that may be required for installation at each Approved Location no later than 6 months following the RFP Notice of Intent to Award.
3. Effect on Substantial Completion. If a location is not approved and ready by 6 months following the RFP Notice of Intent to Award, then installation at that location shall be excluded from the Substantial Completion determination (i.e., Substantial Completion can be achieved as long as all Approved Locations that satisfy the prerequisites have been installed).

A3. Substantial Completion (Definition)

“Substantial Completion” means: (i) the hardware has been delivered, installed, and commissioned; (ii) the signs are operational and displaying content via CleverPortal; and (iii) Vendor has provided City notice of Substantial Completion; excluding any locations that are excluded under Section A2(3).

A4. Fees and Payment Schedule

Initial Term Fees. The “Initial Term Fees” are the total fees payable for the Initial Term for the Work described in this Exhibit A (hardware, installation, onsite maintenance, warranty, and CleverPortal access), totaling \$198,121.46 as set forth in Vendor’s proposal.

Payment Milestones (Initial Term): Payments shall be due as follows, each calculated as a percentage of the Initial Term Fees:

1. 30% upon issuance of Notice to Proceed (NTP).
2. 50% upon delivery of hardware to City (or City-designated delivery location).
3. 20% upon Substantial Completion (as defined in Section A4).

A5. Optional Renewal Fees (Years 2–5)

Years 3–5 (optional). If City exercises any subsequent renewal option(s) (Years 3 through 5), the annual fee shall be \$17,268.96, payable in advance at the beginning of each renewal term.

A6. Additional Terms for SaaS Services

1. Subject to City's payment of applicable fees and compliance with this Agreement, Vendor grants City a non-exclusive, non-transferable, non-sublicensable right during the Term to access and use the SaaS Services solely for City's internal operations and for managing content displayed on the digital signs.
2. Unless agreed otherwise, Vendor shall operate the SaaS Services via its software backend, which is hosted on Vendor-controlled servers, and in which Vendor processes and prepares data collected via the Hardware for City. In this context no software is conveyed to City. City shall have access to the administrative frontend. Only Vendor shall be allowed to access the software backend and operate the Hardware via the software backend.
3. City will use a then-current, Vendor-supported version of Chrome (or other Vendor-supported browser) and maintain internet connectivity sufficient to access the SaaS Services.
4. City shall obtain non-exclusive perpetual and territorially unlimited rights to use for its own purposes any data generated by Vendor for City within the scope of the Services ("Data"). City is allowed to make the Data available to end customers (e.g. drivers) via displays, mobile apps, or any other means. For the avoidance of doubt, Vendor is entitled to use the Data for its own purposes without any restriction regarding time, territory or scope, including for analyzing and improving its products.
5. City shall not be entitled to amend, translate, re-engineer, decompile, disassemble or otherwise modify, develop or prepare derivative works of or attempt to do so or permit a third party to do so with regard to the Hardware or SaaS Services, unless City is entitled to do so on the basis of mandatory copyright laws on a case-by-case basis.
6. City shall not be entitled to interfere with the operation of the Hardware or the SaaS Services or isolate the operating software installed on the Hardware. City shall be required to provide a continuous 24/7 power supply to the Hardware at each installation location throughout the term of this agreement.
7. Vendor will use commercially reasonable efforts to make the SaaS Services available. City acknowledges the SaaS Services depend on adequate internet connectivity, network capacity, and continuous electrical power at installation locations, and Vendor is not responsible for unavailability or degradation caused by failures of City's or third-party networks, power, telecommunications, or the public internet.