

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
DESMAN INCORPORATED
FOR
A PARKING MANAGEMENT PLAN**

This Agreement made and entered into this 24 day of April, 2014, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and Desman Inc., a Delaware corporation authorized to do business in the State of Florida (hereinafter "Desman").

WHEREAS, City issued Request for Proposal No. 4357-13-JE (hereinafter the "RFP") for a Parking Management Plan; and

WHEREAS, Desman 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 Desman, 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 the RFP shall prevail.

**ARTICLE II
TERM**

This Agreement shall commence upon execution of this Agreement and expire on May 1, 2015.

**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 Eighty Thousand Dollars (\$80,000.00) in accordance with RFP Documents.

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.

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:

Director, Parking & Intergovernmental Affairs
City of Hollywood
2600 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:

Desman Associates

~~410 E. Broward Boulevard, Suite 1710~~
Ft. Lauderdale, Florida 33301

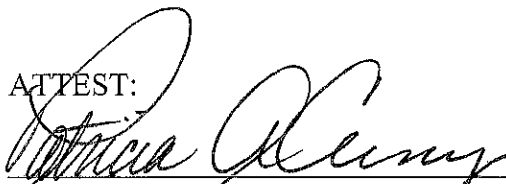
2881 East Oakland Blvd.
Suite 209

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.

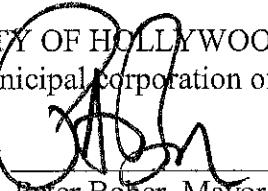
IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

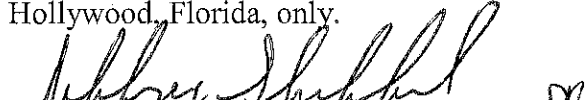

Patricia A. Cerny, MMC, City Clerk

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

By


Peter Bober, Mayor

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

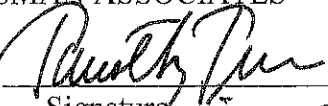

Jeffrey P. Sheffel, City Attorney

DEPARTMENT OF FINANCIAL SERVICES


Matthew Lalla, Director

DESMAN ASSOCIATES

BY:


Signature
Print Name: Timothy Tracy
Title: Exec. Vice President