

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
INTRALOGIC SOLUTIONS, LLC
for
CITYWIDE SURVEILLANCE CAMERA INSTALLATION SERVICES
RFP No. 03-06-19-10

THIS AGREEMENT is made and entered into this _____ day of _____, 2019 (the "Effective Date") by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Intralogic Solutions, LLC, a Foreign Limited Liability Company, with offices located at 2301 W. Sample Road Building 3, Suite 6A, Pompano Beach, FL 33073 (the "Contractor") to provide Citywide Surveillance Camera Installation Services pursuant to RFP No. 03-06-19-10.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, the requirements and conditions of RFP No. 03-06-19-10, all addenda issued prior to execution of this Agreement, the Contractor's RFP Response and Exhibit "A" - "City of Coconut Creek RFP#03-06-19-10 Pricing", and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by Exhibit "A" - "City of Coconut Creek RFP#03-06-19-10 Pricing", the RFP documents and addenda, and Contractor RFP Response in that order.

2) The Work

The Contractor shall perform all work for the City required by the contract documents and RFP No. 03-06-19-10, as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c) Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

- d) Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the work of the contract.

3) New Products

Contractor shall only furnish for purchase products that are new, never previously used, and the most current model, technology, and/or packaging. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified in writing by the City.

4) Contract Price

The Agreement shall be performed in current funds with pricing pursuant to Exhibit "A" – "City of Coconut Creek RFP#03-06-19-10 Pricing" on an as-needed basis.

5) Contract Term

The initial Agreement period shall be for five (5) years from the Effective Date as provided on the first page of this Agreement.

- a) Phases I and II shall be completed within six (6) months from the Effective Date.
- b) Additional phases, if elected, shall be authorized via written work order.

6) Contract Extension

The City reserves the right to extend the Agreement for two (2) additional three (3) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Contractor shall give written notice to the City not less than ninety (90) days prior to the renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

7) Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

8) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent Contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

9) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

10) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

CONTRACTOR

Joey Amodio
Intralagic Solutions, LLC.
2301 W. Sample Road Building 3, Suite 6A
Pompano Beach, FL 33073
Phone: (516) 799-7061
Mobile: (941) 628-3929
Email: joeya@intralagicsolutions.com

11) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding for any initiated phase.

- 12) Termination**
This Agreement may be terminated as provided in Section 46 "Default", of the General Terms and Conditions of the RFP.
- 13) Waiver of Jury Trial**
Contractor and the City each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based on this Agreement, or arising out of, under or in connection with this Agreement and/or the products or services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.
- 14) Venue**
This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.
- 15) Signatory Authority**
The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.
- 16) Severability; Waiver of Provisions**
Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.
- If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, and this application of such provisions shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 17) Merger; Amendment**
This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.
- 18)** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Intralogic Solutions, LLC., signing by and through Owner/CEO Lee Mandel duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi, City Manager Date

Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

INTRALOGIC SOLUTIONS, LLC

ATTEST:

Intralogue Solutions, LLC
Company Name

[Signature]
(Corporate Secretary)

[Signature]
Signature of Owner/CEO

7/25/2019
Date

Joseph Amadio
Type/Print Name of Corporate Secy.

Lee Mandel
Type/Print Name of Owner/CEO

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

COUNTY OF Palm Beach ^{SS}

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take, acknowledgments, personally appeared Lee Mandel of Intralogue Solutions, LLC a limited liability company Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 25th day of July, 2019.



[Signature]
Signature of Notary Public
State of Florida at Large

Melissa Morcus
Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.