RESOLUTION NO. 2013-66

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE ACTING CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A PROFESSIONAL AGREEMENT WITH LPR SYSTEMS & LOGISTICS LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR A TERM OF ONE YEAR, COMMENCING ON OCTOBER 1, 2013 AND ENDING ON SEPTEMBER 30, 2014, TO SUPERVISE AND IMPLEMENT THE HIALEAH POLICE DEPARTMENT MOBILE LICENSE PLATE READER PROGRAM, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

WHEREAS, the City Council on October 11, 2011 authorized the professionals services agreement with LPR Systems & Logistics LLC to provide services as a license plate reader operator and administrator in connection with the implementation of the Urban Areas Security Initiatives ("UASI") Grant awarded to the City; and

WHEREAS, the City of Hialeah finds it in the best interest of the health, safety and welfare of the community to renew this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby authorizes the Mayor and the Acting City Clerk, as attesting witness, on behalf of the City, to enter into a professional services agreement with LPR Systems & Logistics LLC, a Florida limited liability company, for a term of one year, commencing on October 1 2013 and ending on September 30, 2014, to supervise and implement the Hialeah Police Department mobile license plate reader program, a copy of

which is attached hereto and made a part hereof as Exhibit "1".

PASSED AND ADOPTED this 13 day of August, 2013.

Isis Garcia-Martinez
Council President

Attest:

Approved on this 16 day of August, 2013.

Marbelys Fatjo, Acting City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

William M. Grodnick, City Attorney

Resolution was adopted by a 6-0-1 vote with Councilmembers, Caragol, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes", Councilmember Casals-Munoz absent.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN LPR SYSTEMS & LOGISTICS LLC
AND THE CITY OF HIALEAH

This Agreement entered into this ____day of _____, 2013 by and between the City of Hialeah, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida ("City"), 501 Palm Avenue, Hialeah, Florida 33010 and LPR Systems & Logistics, LLC ("Consultant"), having its principal place of business at 533 S.W. 176 Way, Pembroke Pines, Florida 33029.

WHEREAS, on August 13, 2013, the City Council authorized the Mayor to renew a contract with LPR Systems & Logistics LLC to provide services as a license plate reader operator and administrator in connection with the implementation of the Urban Areas Security Initiatives ("UASI") Grant awarded to the City; and

WHEREAS, the City, having investigated the qualifications of the Consultant to perform the Work herein contemplated and found the Consultant to be qualified and competent; and

WHEREAS, the Consultant, having expressed its desire and willingness to provide such professional services and having presented its qualifications to the City; and

WHEREAS, the City agrees to enter into this Agreement with the Consultant and the Consultant agrees to accept employment under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understood and agree as follows:

I. TERM

The term of this Agreement shall be for one year, commencing on October 1, 2013 and ending on September 30, 2014 coinciding with the close of the fiscal year, with an option to renew under the same terms and conditions for one year, within the discretion of the City. This Agreement will be in effect during the term indicated above. All activities as described in the Scope of Services shall be undertaken, performed and completed within the term provided hereinabove and prior to the expiration of this Agreement. Either the Consultant or the City, upon 30 days written notice, may terminate this Agreement without cause.

II. SCOPE OF SERVICES

The professional services to be performed by the Consultant are as follows: Responsible for the operation and maintenance of the Hialeah Police Department's

EXHIBIT
"1"

mobile license plate readers and other license plate reader systems within the City, as more fully described herein as Exhibit "1", a copy of which is attached hereto and made a part hereof. The Consultant shall pay and is responsible for all personnel benefits, taxes (FICA, MICA), transportation costs and insurance as provided in Article XV herein. The City shall provide furnished office space, stationery and supplies, and access and use of computers, copy machines and telephone service within city offices.

III. COMPENSATION

The compensation for this Agreement is based on an annual amount of $45,000.00 for the professional services rendered to the City as described in the Scope of Services. The Consultant is expected to average 40 hours each week performing professional services.

IV. PROPERTY

Any property utilized by the Consultant in connection with the authorized investigations, operations or services, and in Consultant's custody and control, will be maintained according to the policies and procedures of the Hialeah Police Department. The Consultant shall reimburse the City of Hialeah for the cost of any property supplied by the City should such property is lost, stolen (if attributable to the Consultant's negligence), damaged or destroyed.

V. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, including the City.

VI. GENERAL CONDITIONS

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, upon the date of actual receipt.

CITY

Police Chief Sergio Velazquez
City of Hialeah
Police Department
5555 East 8 Avenue
Hialeah, Florida 33013
Tele: (305) 953-5300
Fax: (305) 953-5330

LPR SYSTEMS & LOGISTICS LLC

Joseph L. De Jesus, Manager
LPR Systems & Logistics LLC
533 S.W. 176 Way
Pembroke Pines, Florida 33029

Tele: (954)-654-4060
E-mail: aly330@comcast.net

VII. OWNERSHIP OF DOCUMENTS

A. All documents developed by the Consultant under this Agreement shall be delivered to City by the Consultant upon completion of the services required pursuant to paragraph II hereof and shall become the property of City, without restriction or limitation of its use. City assumes the risk of reuse of all documents developed by the Consultant upon delivery after completion of services. The Consultant agrees that all documents maintained and generated hereto shall be subject to the applicable provisions of the Public Records Law, Chapter 119, Florida Statutes. The Consultant may utilize the documents for promotion or advertising.

B. It is further understood by and between the parties that any information, writings, tapes, maps, contract documents, reports or any other matter whatsoever which is given by City to the Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the City. Notwithstanding the foregoing, the Consultant may use such documents for promotional purposes or advertising.

VIII. NONDELEGABLE

The duties and obligations undertaken by the Consultant pursuant to this Agreement shall not be delegated or assigned to any person or firm unless the City shall first consent in writing to the performance or assignment of such service or any part thereof by another person or firm, except as so permitted in the Scope of Services.

IX. AWARD OF AGREEMENT

The Consultant warrants that it has not employed or retained any person employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

X. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The Consultant agrees to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

XI. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

XII. INDEMNIFICATION

The Consultant shall indemnify and save the City, its officials, employees, representatives and attorneys, from and against any and all claims, liabilities, losses and causes of action which arise out of or in connection with Consultant's professional services under this Agreement, to the extent caused by the negligence, recklessness or intentionally wrongful misconduct, act or omission on the part of the Consultant or any person acting for or on its behalf, and from and against any orders, judgments, or decrees which may be entered and from and against all reasonable costs, attorney's fees, expenses incurred at the trial, appellate or administrative level or proceedings and liabilities insured in the defense of any such claims or in the investigation thereof.

XIII. CONFLICT OF INTEREST

A. The Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interests, direct or indirect, with the Consultant. The Consultant further covenants that, in the performance of the Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of the Consultant or its employees must be disclosed in writing to the City.

B. The Consultant is aware of the conflict of interest laws of the City, Hialeah Code Ch 26, Art. I and II; Code of Miami-Dade County, Florida, § 2-11.1 et seq., and the State of Florida, Chapter 112, Part III, Florida Statutes and agree that it shall fully comply in all respects with the terms of such laws.

XIV. INDEPENDENT CONTRACTOR

The Consultant, its employees, agents or representatives, shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded classified or unclassified employee, its employees, agents or representatives, shall not be entitled to Florida Workers' Compensation benefits as an employee of the City.

XV. INSURANCE

A. Consultant shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, if applicable and Business Automobile Liability Insurance.

B. Such policy or policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. Consultant shall name City as additional insured under the Commercial General Liability Insurance Policy. The Professional Liability Policy or certificate shall reference this Project.

C. All policies shall provide a notice of cancellation or reduction of coverage limits. The policy or policies must be endorsed to provide City with 30 days notice of cancellation and/or restriction.

1. Worker's Compensation Insurance to apply for all employees in compliance with the state worker's compensation law.

2. Business Automobile Liability Insurance with minimum liability limits of $300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: (1) Owned vehicles, if applicable; and (2) Hired and non-owned vehicles.

3. Consultant shall provide City with a Certificate of Insurance required in this article. City reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that City shall be given 30 days notice prior to expiration or cancellation of the policy.

4. Upon a showing of good cause, the Risk Manager may waive the insurance requirements provided in this article.

XVI. TERMINATION FOR CAUSE

The City retains the right to terminate this Agreement upon 30 days written notice to the Consultant prior to the completion of the services required pursuant to paragraph II hereof, and after the Consultant has failed to cure the default within 30 calendar days following written notice to the Consultant, without penalty to the City. In that event, notice of termination of this Agreement shall be in writing to the Consultant who shall be paid for those services performed prior to the date of its receipt of the notice of termination. In no case, however, will City pay the Consultant an amount in excess of the total sum provided by this Agreement.

It is hereby understood that any payment made to the Consultant in accordance with this section shall be made only if the Consultant is not in material default under the terms of this Agreement. If Consultant is in default and if the Consultant has failed to cure the noticed default within 30 calendar days from the date of such notice, then the City shall in no way be obligated to pay and shall not pay the Consultant any sum.

The Consultant may only terminate this Agreement for cause in the event that the City willfully violates any material provisions of this Agreement or unreasonably delays payment for the Services, and has filed to sure such default within 30 calendar days following written notice from the Consultant. In that event, Consultant may terminate

this Agreement upon written notice to the City, which termination shall become effective 30 calendar days from the date of such notice.

XVII. TERMINATION WITHOUT CAUSE

Either party shall terminate this Agreement, without cause, upon 30 days written notice to the other party.

XVIII. NONDISCRIMINATION

The Consultant agrees that it shall no discriminate as to race, color, creed, national origin, religion, age or disability in connection with its performance hereunder.

XIX. DEFAULT

If the Consultant fails to comply with the terms and conditions of this Agreement, or fails to perform hereunder, or files for bankruptcy or provides assignment or transfer to creditors, then the City, at its sole option upon written notice, may cancel and terminate this Agreement, and all payments, advances, or other compensation paid to the Consultant, after notice and opportunity to cure as referenced in Article XIV. Payments made to the Consultant while the Consultant is in default of the provisions contained herein, shall be returned forthwith to the City.

XX. ENTIRE AGREEMENT

This Agreement and its attachments and exhibits constitute the sole and only agreement of the parties and accurately sets forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

XIX. AMENDMENT

No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

XX. MISCELLANEOUS

A. Captions, title and paragraph headings are for convenient reference and are not a part of this Agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Agreement.

B. In the event of conflict between the terms of this Agreement and any terms or conditions in any attached document; the terms in this Agreement shall prevail.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provisions, paragraph, sentence, work or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Hialeah, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

E. Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah, Florida
501 Palm Avenue
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of
City of Hialeah

_____
Marbelys Fatjo
Acting City Clerk

_____
Mayor Carlos Hernandez Date

(SEAL)

Approved as to legal sufficiency and as to form:

William Grodnick

William M. Grodnick
City Attorney

LPR Systems & Logistics LLC
533 S.W. 176 Way
Pembroke Pines, Florida 33029

Authorized signature of the firm

(SEAL)

Joseph L. De Jesus Date
Managing Member

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