



HILLSBOROUGH COUNTY SHERIFF'S OFFICE

**HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATIONS CENTER
2008 EAST 8TH AVENUE
TAMPA, FL 33605**

**THIS IS A LEGALLY BINDING AGREEMENT
BETWEEN
CHAD CHRONISTER, AS SHERIFF OF HILLSBOROUGH
COUNTY
AND
[Insert Contractors name]**

This Agreement, dated as of this [insert day] day of [insert month], 20 [insert year], is made and entered into by [Insert Company Name] ("Contractor") and Chad Chronister, as Sheriff of Hillsborough County ("HCSO" or "Sheriff") and ending [insert day] day of [insert month], 20 [insert year]; and

WHEREAS, at the request of Hillsborough County, HCSO wishes to procure (goods or services);

WHEREAS, a Request for Proposal ("RFP") was issued on [Insert date], and HCSO selected the Contractor as the highest qualified scorer pursuant to the RFP;

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by HCSO as set forth under this Contract;

NOW, THEREFORE, the parties agree as follows:

- 1. Term of the Agreement.** The Contract shall be effective for three (3) years from the date of award. By written mutual consent between the Sheriff and the Contractor, the Contract may be extended for up to three (3) additional, one (1) year extensions.
- 2. Effective Date of Agreement.** This Agreement shall become effective on the last date of execution set forth on the signature page hereof.
- 3. RFP and Proposal Incorporated by Reference.** The Request for Proposal (RFP) dated [insert date] and the proposal submitted by the Contractor in response to the RFP (the "Proposal"),

including any amendments or modifications thereto, are hereby incorporated into and made a part of this Agreement by reference. The terms and conditions of the RFP and Proposal, including any exhibits or attachments, shall govern the performance of the work and obligations of the parties under this Agreement to the extent they do not conflict with the terms of this Agreement. In the event of any conflict between the terms of this Agreement and the RFP and Proposal, the terms of this Agreement shall prevail.

4. Program management. The Hillsborough Traffic Safety Camera Program shall be administered in accordance with Part A, Chapter 50, Article III of the Hillsborough County, Florida - Code of Ordinances, Florida Statutes Chapter 316, and Florida Statutes Chapter 162.

5. Coordination of Equipment Installation. The Contractor will seek approval from the relevant Governmental Authorities and/or legal property owner having authority or jurisdiction over the designated intersections regarding construction and equipment installation, which will include compliance with applicable permit applications. The Contractor will coordinate construction and equipment installation with relevant Governmental Authorities having authority or jurisdiction over the designated intersections or the legal property owner of the designated intersection, whichever is applicable.

- a. Any equipment installed by Contractor will comply with any and all applicable requirements pursuant to Florida and/or Federal law. Should there be any change in the applicable law(s), Contractor will immediately remove and replace any non-compliant equipment.

6. Permits. The Contractor will secure and pay for construction permits, licenses, drawings, and will pay all governmental charges and inspections fees which are applicable and necessary for the execution of the Work at the time of this Proposal. In addition, but not limited to, the Contractor will be responsible for re-inspections, fines, notice of commencement, underground piping, building, electrical, mechanical and structural permits. The Contractor will also pay all public utility charges. All required building and other permits shall be obtained before beginning installation. Any delays associated with the permitting process will be considered for time extensions only and no damages or additional compensation for delay will be allowed. The Contractor shall be on site during all scheduled permit inspections.

7. Signage Requirements. The installation and operation of traffic safety camera systems, including any required signage, shall be in accordance with Chapter 316, Florida Statutes, all applicable regulations of the Florida Department of Transportation ("FDOT") and the Florida Department of Highway Safety and Motor Vehicles ("FLHSMV"), and the terms of any Memorandum of Understanding or other written agreement that may be entered into between HCSO and Hillsborough County.

8. No Discretionary Selection of Images: Notwithstanding anything in the Agreement to the contrary, the Contractor does not have discretion to select which images and data related to potential red-light violations are sent to HCSO to review for the possible issuance of notices of violations or uniform traffic citations, as follows:

- a. Business Rules Questionnaire ("BRQ"): HCSO has made and/or will continue to make administrative, ministerial, and process decisions on behalf of HCSO concerning the specific manner in which images and data related to potential red-light violations are to be reviewed prior to issuance of Notices of Violation and/or Uniform Traffic Citations, and to cause such decisions to be documented in the BRQ. The Contractor has always and shall continue to review the images and data related to potential red-light violations in accord with these specific instructions provided to the Contractor by HCSO in the BRQ, together with any other specific written instructions provided by HCSO and agreed to by the Contractor. The Contractor shall forward to HCSO only images of potential red-light violations that satisfy the specific

instructions provided to the Contractor by HCSO in the BRQ. In the event of any conflict between the Agreement and the BRQ concerning the manner in which images and data related to potential red-light violations are to be reviewed prior to issuance of Notices of Violation and/or Uniform Traffic Citations, the BRQ shall control.

9. Citation Issuance: The Contractor shall not automatically print and mail Uniform Traffic Citations upon the failure of a recipient of a Notice of Violation to timely pay the fine imposed by that Notice of Violation unless otherwise authorized by HCSO, as follows:

- a. Uniform Traffic Citation Procedure: Upon the failure of a recipient of a Notice of Violation to timely respond, the Contractor will place the violation images and data that are the subject of the Notice of Violation in a review queue in the review system providing for a second review by the HCSO. The sole and exclusive criteria the Contractor should apply in determining whether violation data is forwarded for a second review is whether the recipient of the Notice of Violation has failed to timely respond. HCSO will then review the images and data that are the subject of the Notice of Violation to determine whether a Uniform Traffic Citation should be issued and HCSO will advise the Contractor of the result of that review through the review system. HCSO's decision whether or not to issue a Uniform Traffic Citation shall constitute the issuing official's authorization and instruction to the Contractor to cause a Uniform Traffic Citation with the official's electronic signature upon it to be printed and mailed to the recipient of the Notice of Violation. Upon receipt of such authorization, the Contractor shall then cause a Uniform Traffic Citation to be printed with the official's electronic signature and mailed to the recipient of the Notice of Violation as required by applicable law. The Contractor's involvement in the issuance of Uniform Traffic Citations will be limited to these ministerial functions.

10. Remittance of Collected Fines and Costs. All fines and costs collected pursuant to the Hillsborough Traffic Safety Camera Program must be remitted in accordance with Florida law, including Florida Statute §316.0083, to Hillsborough County. The Contractor shall remit all fines collected to Hillsborough County for remittance. No fines or monies shall be remitted to HCSO by the Contractor. No monies shall be remitted by HCSO to the Contractor. Any monies paid to the Contractor shall be from Hillsborough County. HCSO will be reimbursed for personnel time only, from Hillsborough County. Pursuant to Florida law, the required fine remittance breakdown is as follows:

- a. Seventy dollars shall be remitted to the Department of Revenue for deposit into the General Revenue Fund.
- b. Ten dollars shall be remitted to the Department of Revenue for deposit into the Department of Health Emergency Medical Services Trust Fund.
- c. Three dollars shall be remitted to the Department of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund.
- d. Seventy-five dollars shall be retained by the county or municipality enforcing the ordinance enacted.

11. Procedures for Processing payments. Contractor shall be responsible for processing payments of Civil Fees paid pursuant to Notices of Violation and/or Uniform Traffic Citations. Contractor shall provide payment means through mail, telephone, and on-line processes. CONTRACTOR shall track all payments and handle all applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals, and reversals. The Contractor is authorized to charge, collect, and retain a convenience fee of up to five percent (5%) for each electronic payment processed. Such fees are paid by the violator. HCSO and/or Hillsborough County will not receive any of said convenience fee. HCSO assumes no liability, responsibility, or control for said convenience fees sought by Contractor.

Contractor shall submit invoices to HCSO for approval relating to all applicable fees for services rendered by Contractor pursuant to this Agreement. Along with the invoice, Contractor shall provide information to Hillsborough County, in a format acceptable to HCSO and Hillsborough County, supporting the invoice amounts forwarded by Contractor. In addition, HCSO and Hillsborough County shall have access or may designate another government entity to have access to Contractor's financial records evidencing payments for all paid red-light violations at the designated Intersections upon HCSO or Hillsborough County's request.

12. Access Rights. HCSO shall retain access rights for all metadata, business intelligence, and analytics generated, gathered or mined by the camera systems.

13. Indemnification/Sovereign Immunity. The Contractor will indemnify and hold harmless HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work or for services provided pursuant to this Agreement.

In any and all claims against HCSO or any of its employees or agents by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by Contractor or Subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

HCSO, as a Constitutional Officer of the State of Florida, as well as HCSO employees and agents, are entitled to and do not waive any immunities or limitations of liabilities provided in Florida or Federal Statutes, including but not limited to Florida Statute §768.28, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

14. Certificate of Insurance. No Work shall commence in connection with this Agreement until the Contractor and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by HCSO. These policies, obtained at the Contractor's own expense, shall show Chad Chronister, Sheriff of Hillsborough County, as additional named insured; include the severability of interest provision; provide that all liability coverage required under the Agreement is primary to any liability insurance carried or any self-insurance programs of HCSO; and shall be maintained throughout the life of this Agreement. All insurance policies shall be with insurers qualified and doing business in the State of Florida. HCSO must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.

- a. Worker's Compensation Insurance. Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the Work of this project and in case any Work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to HCSO for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

Employer's Liability:	\$100,000 Limit each Accident
	\$500,000 Limit each Aggregate
	\$100,000 Limit Disease each employee

- b. Contractor's Public Liability and Property Damage Insurance. Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance which shall protect the Contractor from claims for damage and personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Agreement, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, shall be the minimum limits as follows:

Comprehensive General	\$300,000 bodily injury and property damage combined single limit
Automobile	\$300,000 bodily injury and property damage combined single limit.

- c. Professional Liability Insurance. Professional Liability Insurance shall meet the following minimum amounts:

\$500,000 per occurrence; and
\$1,000,000 aggregate.

- d. Comprehensive Insurance Coverage. Comprehensive General Liability and Automobile Liability Insurance which shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. The minimum amounts of such insurance shall be as follows:

Commercial/Comprehensive General Liability:

Bodily Injury	\$300,000 per person per occurrence
Property Damage	\$300,000 per occurrence
Automobile Liability	\$300,000 combined single limit bodily injury and property damage
Garage Liability	\$1,000,000 combined single limit each occurrence
Garage Keepers Liability	\$100,000 collision and comprehensive per Vehicle

15. Completion of Work and Liquidated Damages. The Contractor shall Work diligently and shall complete the entire Work, ready for use, by the time allotted in the specifications. The time stated for completion shall include final cleanup of premises. Failure to complete the Work in the time stated shall result in an assessment as liquidated damages of \$250 for each calendar day this Work remains incomplete. Deduction will be made from the Contractor's final pay.

The Contractor's attention is directed to the fact that it is likely to rain on occasion during the life of this Contract. The Contractor should expect a substantial number of days that they will be

unable to Work due to rain and/or wet conditions. It is the Contractor's responsibility to schedule their Work so that lost time for rain and/or wet conditions is made up. No additional time shall be granted to the Contractor for rain and/or wet conditions. However, if there is any time extension required for unforeseen conditions or unfavorable weather days, the Contractor is required to submit proper documentation to HCSO for time extension consideration.

16. Closeout. Upon receipt of the request from the Contractor, HCSO shall review the Work for substantial completion and create a punch list of deficiencies to be corrected by the Contractor. When HCSO determines the Contractor has adequately addressed the punch list, provided copies of all inspections or evidence of other compliance with government requirements, completed demobilization and satisfactory site cleanup, provided executed lien releases, and all warranty information and documentation, HCSO will provide Contractor written notice of completion. Warranty/Guarantee periods will commence at the issuance of said written notice.

17. Assignment. The Contractor will not assign, transfer, convey, or otherwise dispose of this Agreement or any part thereof, or of its right, title, or interest therein or its power to execute this Agreement or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.

18. Default. The Agreement may be canceled or nullified by HCSO's CFO in whole, or in part, by written notice of default to the Awarded Contractor(s) upon non-performance or violation of Agreement terms. An award may be made to the next best responsive Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Contractor to deliver service, materials, or items within the time stipulated in the Proposal, unless extended in writing by the HCSO, shall constitute a default. Awarded Contractors who default on contracts may be removed from HCSO's Supplier List and determined ineligible for future contracts at HCSO's discretion.

19. E-verify Requirement. Pursuant to §448.095, Florida Statute, HCSO requires the Contractor, and any and all subcontractors, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. If HCSO has a good faith belief that the Contractor has knowingly violated §448.09(1), Florida Statute, the contract will be terminated. If HCSO has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, HCSO will promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Termination of any and all contracts and/or subcontracts as provided above does not constitute a breach of contract and may not be considered as such. If HCSO terminates a contract with a Contractor as provided above, the Contractor may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by HCSO as a result of the termination of the contract.

20. Emergency. If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.

21. Non-Discrimination. Contractor shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status, or medical status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. The Contractor agrees that compliance with this provision constitutes a material condition to this

agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which services are provided. The Contractor further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

22. Choice of Law & Forum. Contractor agrees that any and all agreements and transactions and performances resulting from this Agreement will be governed by the laws of the State of Florida, and the venue for any legal action will be Hillsborough County, Florida. Contractor shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the performance term relative to the Agreement.

23. Sovereign Immunity. Nothing in these terms or conditions is intended nor shall it be construed or interpreted to waive or modify the immunities of the Sheriff or Sheriff's personnel or employees and the limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

23. Public Records Law—To the extent that Contractor meets the definition of “contractor” under Florida Statutes § 119.0701, Statutes, in addition to other requirements provided by law, Contractor must comply with Florida public records laws, including Section 119.0701, Florida Statutes.

HCSO is a public agency subject to Chapter 119, Florida Statutes. The Florida Constitution, Article I, Section 24, as well as Florida Statute §119.07(1), provides that information received pursuant to law or ordinance or in connection with the transaction of official business by such an Agency is a public record and must be released upon request unless an exemption from the Florida Public Records Act applies. Contractor acknowledges its obligations under Florida Statute §119.0701(2)(b), and the following language is included pursuant to Florida Statute §119.0701(2)(a):

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT HCSO'S CUSTODIAN OF PUBLIC RECORDS AT:

Hillsborough County Sheriff's Office
Records Section – Freddie Solomon Annex
1900 East 9th Avenue
Tampa, Florida 33605
(813) 247-0960
Rec_Request@SHERIFF.Tampa.FL.US

24. Confidentiality of HCSO Operations. To the extent permitted by law, Contractor shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation, or other entity any information of any kind concerning any matter affecting or relating to the business of HCSO, including, but not limited to, its manner of operation, its plans, computer

systems, processes, or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of HCSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Contract. Contractor acknowledges that a breach of this confidentiality will cause irreparable injury to HCSO that the remedy at law for any such violation or threatened violation will not be adequate and HCSO shall be entitled to temporary and permanent injunctive relief. The provisions of this clause shall remain in full force and effect and enforceable even after the expiration of the contract. At the option of HCSO, employees and/or subcontractors of Contractor that will be working on this contract will be required to electronically sign a confidentiality agreement.

25. Severability. In the event any provisions of this Agreement are held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the terms and conditions of this Agreement which shall remain in full force and effect and enforceable.

26. Enforcement. In the event either Party to this Agreement incurs legal expenses or costs to enforce these terms and conditions, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limiting, reasonable attorney's fees and costs.

27. No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in these terms and conditions shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

28. Termination. This Agreement and the Parties' performance may be terminated upon the following events:

- a. Termination by Mutual Agreement. In the event the Parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- b. Termination Without Cause. HCSO shall have the right to terminate the Agreement without cause by providing the Contractor with thirty (30) calendar days written notice.
- c. Termination for Cause. In the event of a material breach of these terms and conditions, either Party may provide the other Party with written notice of the material breach. The other Party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching Party may terminate their performance and the Parties' relationship immediately. Material breaches shall include but are not limited to, violations of Governing Standards, violations of state or federal laws, violations of HCSO's policies and procedures, violations of these terms and conditions.
- d. Immediate Termination by HCSO. HCSO, in its sole discretion, may terminate the Contract immediately upon the occurrence of any of the following events:
 - (1) Contractor's violation of the Public Records Act;
 - (2) The insolvency, bankruptcy, or receivership of Contractor;
 - (3) Contractor's violation or non-compliance with the Nondiscrimination provision of this Agreement;
 - (4) Contractor fails to maintain insurance in accordance with the Insurance provisions of this Agreement;

- (5) Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria;
 - (6) Contractor is found to have been placed on the on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel;
 - (7) Hillsborough County notifies HCSO that it no longer wishes to participate in or fund the Hillsborough Traffic Safety Camera Program.
- e. Neither the expected termination nor the expiration of the Agreement shall relieve Contractor, its employees, or independent contractors from their contractual duty and ethical obligation to provide or arrange for services until the date of termination.
 - f. Notwithstanding any other provisions of these terms and conditions, the Contractor's duty to indemnify and defend HCSO as set forth in this Agreement shall survive the termination or expiration of the Agreement.

29. Transition Agreement. Unless otherwise agreed-upon between the Parties, the Transition Agreement shall provide for the following issues to be completed within thirty (30) days of the termination of the Agreement:

- a. The Contractor shall provide to HCSO all evidence package data and information for pending violations. The evidence package data and information shall be delivered to HCSO on removable media. Upon delivery of said evidence package data and information, HCSO will be a records custodian of the data and information for those alleged red-light violations. The Contractor will no longer be required to maintain the data and information provided to HCSO and shall no longer be a custodian of records for any of said data or information. However, the Contractor remains responsible for complying with any applicable Florida laws, including Chapter 119, Florida Statutes;
- b. The Contractor will terminate use of their System for Hillsborough County red-light violations. HCSO will, except for pending enforcement cases, cease using the Contractor's systems and any other intellectual property of the Contractor, as agreed to in the Transition Agreement;
- c. The Contractor will cease processing of violation payments. The Contractor will refer all payment processing issues or questions to HCSO;
- d. The Contractor will maintain ownership of all equipment related to the Hillsborough County Traffic Safety Camera Program (including but not limited to: cameras, camera housings, camera controllers, controller housings, radar units, radar unit housings, poles, and other above and below ground equipment at all sites) and will provide HCSO with a proposed schedule for the removal of said Contractor's equipment. Such removal shall be at no cost to HCSO. Once said removal schedule is approved by HCSO, the Contractor shall remove said equipment pursuant to the schedule. Subject to HCSO's approval and the written approval of the appropriate authorities (such as the Florida Department of Transportation and/or Hillsborough County), the Contractor may be relieved of its obligation to remove the above-described equipment related to the Hillsborough Traffic Safety Camera Program. Once said equipment is removed, the Contractor will restore the designated intersections to substantially the same condition as they were in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade and no exposed

rebar, steel or other hazards, at no cost to HCSO. HCSO shall bear no responsibility or liability as related to the removal of the Contractor's equipment or the conditions of the after removal;

- e. The Contractor will deliver to HCSO any and all proprietary property that HCSO provided to the Contractor pursuant to this Agreement; HCSO will deliver to the Contractor any and all proprietary property of the Contractor provided to HCSO pursuant to this Agreement, other than such equipment installed by the Contractor along the roadways for the Hillsborough Traffic Safety Camera Program;
- f. The Contractor will deliver to HCSO a final electronic file regarding the collection of data and the issuance of violations and citations in a standard format and for such periods as HCSO may reasonably request, and which electronic file the Contractor shall update or supplement from time to time when and if additional data or information becomes available; the Contractor will provide HCSO all data pertaining to outstanding payments due and owing pursuant to the Hillsborough Traffic Safety Camera Program and potential payments due the Contractor;
- g. The Transition Agreement will also resolve any other outstanding issues and fees related to the Hillsborough Traffic Safety Camera Program and the termination of the Agreement.

24. Continued Cooperation. After the Agreement is terminated, HCSO and the Contractor shall continue to cooperate as necessary to ensure the efficient and orderly processing of red-light violations and the resolution of any issues that may arise regarding violations which occurred prior to the date of termination of the Agreement or during the transition period. This includes such assistance by the Contractor to HCSO as HCSO may reasonably request enforcing violations issued prior to the termination of the Agreement.

25. Foreign Influence. Contractor represents and warrants that it has made any applicable disclosures to HCSO which are required under Florida Statute §286.101(3)(a), pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

26. Remedy of Right to Seek Substitute Performance. If the Contractor or its sub-contractors (if any), defaults or neglects to carry out the work in accordance with this Agreement and fails within a ten (10) day period after receipt of written notice from HCSO to commence and continue correction of such default or neglect with diligence and promptness, HCSO may, without prejudice to other remedies HCSO may have, correct such deficiencies. In such case an appropriate deduction shall be made from payments then or thereafter due to Contractor in the amount of the reasonable cost of correcting such deficiencies by HCSO. Notwithstanding the foregoing or any other provision within this Agreement to the contrary, HCSO has a right to claim an anticipatory breach of the contract by Contractor and can demand assurance of performance at any time and if said assurance of performance from Contractor is inadequate, HCSO at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

Contractor:
[Insert Contractors name]

**Chad Chronister, as Sheriff of
Hillsborough County**

By: _____
[Insert Representative name and title]

By: _____
Chad Chronister, Sheriff

Date: _____

Date: _____