



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 ("Sheriff") and ending [insert day] day of [insert month], 20 [insert year]; and

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

WHEREAS, a Request for Proposal ("RFP") was issued on [Insert date], and the Sheriff 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 the Sheriff 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 Contract 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 Contract to the extent they do not conflict with the terms of this Contract. In the event of any conflict between the terms of this Contract and the RFP and Proposal, the terms of this Contract shall prevail.

4. Program management. The Hillsborough School Speed Zone Enforcement Program shall be established and administered in accordance with Hillsborough County Ordinance 23-22, and Florida law.

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 school zones 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 school zones or the legal property owner of the designated school zone, 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. Locations of Equipment Installation. Having considered evidence at a public hearing supporting the installation and operation of speed detection systems in certain school zones within the jurisdiction of the County, and having incorporated this evidence by reference into Hillsborough County Ordinance 23-22, Hillsborough County has determined that each of the following school zones where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures pursuant to §316.008, Florida Statute. Hillsborough County may authorize the placement or installation of speed detection systems in additional school zones via amendment to the Ordinance mentioned above in accordance with applicable law.

- a. Bay Crest Elementary School, 4925 Webb Road, Tampa, FL 33615
- b. Bloomingdale High School, 1700 E. Bloomingdale Ave, Valrico, FL 33596
- c. Buchanan Middle School, 1001 W. Bearss Ave, Tampa, FL 33613
- d. Burnett Middle School, 1010 N. Kingsway Rd, Seffner, FL 33584
- e. Burns Middle School, 615 Brooker Rd, Brandon, FL 33511
- f. Citrus Park Elementary School, 7700 Gunn Hwy, Tampa, FL 33625

- g. Clair Mel Elementary School, 1025 S. 78th Street, Tampa, FL 33619
- h. Claywell Elementary School, 4500 Northdale Blvd, Tampa, FL 33624
- i. Deer Park Elementary School, 11605 Citrus Park Dr, Tampa, FL 33626
- j. Frost Elementary School, 3950 S. Falkenburg Rd, Riverview, FL 33578
- k. Giunta Middle School, 4202 S. Falkenburg Rd, Riverview, FL 33569
- l. Jennings Middle School, 9325 Governors Run Dr, Seffner, FL 33584
- m. Kingswood Elementary School, 3102 S. Kings Ave, Brandon, FL 33511
- n. Lennard High School, 2342 E. Shell Point Rd, Ruskin, FL 33570
- o. Lopez Elementary School, 200 N. Kingsway Rd, Seffner, FL 33584
- p. Lopez Exceptional Center, 315 W. Old Hillsborough Ave, Seffner, FL 33584
- q. Martinez Middle School, 5601 W. Lutz Lake Fem Rd, Lutz, FL 33558
- r. McKitrick Elementary School, 5503 W. Lutz Lake Fem Rd, Lutz, FL 33558
- s. Mort Elementary School, 1806 E. Bearss Ave, Tampa, FL 33613
- t. Nelson Elementary School, 5413 Durant Rd, Dover, FL 33527
- u. Plato Academy, 7705 Gunn Hwy, Tampa, FL 33625
- v. Riverview High School, 11311 Boyette Rd, Riverview, FL 33569
- w. Rodgers Middle School, 11910 Tucker Rd, Riverview, FL 33569
- x. Ruskin Elementary School, 101 E. College Ave, Ruskin, FL 33570
- y. Sgt. Smith Middle School, 14303 Citrus Pointe Dr, Tampa, FL 33625
- z. Steinbrenner High School, 5575 W. Lutz Lake Fem Rd, Lutz, FL 33558
- aa. Town N Country Elementary School, 6025 Hanley Rd, Tampa, FL 33634
- bb. Winthrop Charter School, 6204 Scholars Hill Ln, Riverview, FL 33578
- cc. Yates Elementary School, 301 Kingsway Rd, Brandon, FL 33510

8. Signage Requirements. The installation and operation of speed detection 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 the Sheriff and Hillsborough County and/or the Sheriff and its contractor(s).

9. Remittance of Collected Fines and Costs. All fines and costs collected pursuant to this program

must be remitted in accordance with §316.1896 Florida Statute to Hillsborough County. The Contractor shall remit all fines collected to Hillsborough County for remittance. No fines or monies shall be remitted to the Sheriff by the Contractor. No monies shall be remitted by the Sheriff to the Contractor. Any monies paid to the Contractor shall be from Hillsborough County. The Sheriff will be reimbursed for personnel time only, from Hillsborough County. The required fine remittance breakdown is as follows:

- a. Twenty dollars must be remitted to the Department of Revenue for deposit into the General Revenue Fund.
- b. Sixty dollars must be retained by Hillsborough County and must be used to administer speed detection systems in school zones and other public safety initiatives.
- c. Three dollars must be remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund.
- d. Twelve dollars must be remitted to the Hillsborough County school district and must be used for school security initiatives, for student transportation, or to improve the safety of student walking conditions. Funds remitted under this paragraph must be shared with charter schools in the district based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and must be used for school security initiatives or to improve the safety of student walking conditions.
- e. Five dollars must be retained by Hillsborough County for the School Crossing Guard Recruitment and Retention Program.

10. 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 5% for each electronic payment processed. Such fees are paid by the violator. The Sheriff and/or Hillsborough County will not receive any of said convenience fee. HCSO assumes no liability, responsibility, or control for said fees sought by CONTRACTOR.

CONTRACTOR shall submit invoices to the Sheriff 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 the Sheriff and Hillsborough County, supporting the invoice amounts forwarded by CONTRACTOR. In addition, the Sheriff 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 citations for school speed zone violations at the designated Intersections upon the Sheriff or Hillsborough County's reasonable request.

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

12. Indemnification. The Contractor will indemnify and hold harmless the Sheriff 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, provided that any such liability, claim, damage, loss, or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole, or in part, by the act or omission of the Awarded Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in

whole, or in part, by a party indemnified hereunder.

In any and all claims against the Sheriff or any of its agents or employees by any employee of the Proposer, any Subcontractor, anyone directly or indirectly employed by any of them, 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 Proposer or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

13. Certificate of Insurance. No Work shall commence in connection with this Contract until the Awarded Contractor and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the Sheriff. These policies, obtained at the Contractor's own expense, shall show Chad Chronister, Sheriff, as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff; and shall be maintained throughout the life of this Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The Sheriff 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 Awarded 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 Awarded 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 Awarded Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Sheriff 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. Contractors 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 Contract 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

14. 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 Project Manager for time extension consideration.

15. Closeout. Upon receipt of the request from the Contractor, the Sheriff shall review the Work for substantial completion and create a punch list of deficiencies to be corrected by the Contractor. When the Sheriff 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, a Certificate of Completion will be issued. Warranty/Guarantee periods will commence at the issuance of the Certificate of Completion.

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

17. Default. The Contract may be canceled or nullified by the Sheriff's CFO in whole, or in part,

by written notice of default to the Awarded Contractor(s) upon non-performance or violation of Contract 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 Awarded Contractor to deliver service, materials, or items within the time stipulated in this Proposal, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded Contractors who default on contracts may be removed from the Sheriff's Supplier List and determined ineligible for future contracts at the discretion of the CFO.

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

19. 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.

20. 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.

21. 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.

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

23. Confidentiality of Sheriff 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 the Sheriff, 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 the Sheriff, 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 the Sheriff that the remedy at law for any such violation or threatened violation will not be adequate and the Sheriff 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 the Sheriff, employees and/or subcontractors of CONTRACTOR that will be working on this contract will be required to electronically sign a confidentiality agreement.

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

25. Enforcement. In the event either party 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.

26. No Third-Party Beneficiaries. This Contract 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.

27. Termination. The Contract 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, the Contract may be terminated on the terms and dates stipulated therein.
- b. Termination Without Cause. The Sheriff 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 (90) 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, state or federal laws, the Sheriff's policies and procedures, or these terms and conditions.

Immediate Termination by the Sheriff. The Sheriff, in its sole discretion, may terminate the Contract immediately upon the occurrence of any of the following events:

- a. CONTRACTOR's violation of the Public Records Act;
- b. The insolvency, bankruptcy or receivership of CONTRACTOR;

- c. CONTRACTOR's violation or non-compliance with NONDISCRIMINATION Section of these terms and conditions; or
- d. CONTRACTOR fails to maintain insurance in accordance with the INSURANCE Section of the RFP.
- e. 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.
- f. 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.
- g. Hillsborough County notifies the Sheriff that it no longer wishes to participate in or fund the Hillsborough School Speed Zone Enforcement Program.

Neither the expected termination nor the expiration of the Contract shall relieve CONTRACTOR, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services until the date of termination.

Notwithstanding any other provisions of these terms and conditions, the CONTRACTOR'S duty to indemnify and defend the Sheriff as set forth in these terms and conditions shall survive the termination or expiration of the Agreement.

28. 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 the Sheriff (or the Sheriff's designee) all evidence package data and information for pending violations. The evidence package data and information shall be delivered to the Sheriff (or the Sheriff's designee) on removable media. Upon delivery of said evidence package data and information, the Sheriff (or the Sheriff's designee) will be a records custodian of the data and information for those alleged School Zone Speed violations. The CONTRACTOR will no longer be required to maintain the data and information provided to the Sheriff 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 School Zone Speed violations. the Sheriff 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 the Sheriff (or the Sheriff's designee);
- d. The CONTRACTOR will maintain ownership of all equipment related to the Hillsborough County Automated School Zone Enforcement Program (including but not limited to: cameras, camera housing, camera controller, controller housing, radar unit, radar unit housing, poles, and other above and below ground equipment at all sites) and will provide the Sheriff (or the Sheriff's designee) with a proposed schedule for the removal of said

CONTRACTOR'S equipment. Such removal shall be at no cost to the Sheriff. Once said removal schedule is approved by the Sheriff, the CONTRACTOR shall remove said equipment pursuant to the schedule. Subject to the Sheriff'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 School Speed Zone Enforcement 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 the Sheriff. The Sheriff 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 the Sheriff (or the Sheriff's designee) any and all proprietary property of the Sheriff provided to the CONTRACTOR pursuant to this Agreement; the Sheriff will deliver to the CONTRACTOR any and all proprietary property of the CONTRACTOR provided to the Sheriff pursuant to this Agreement, other than such equipment installed by the CONTRACTOR along the roadways for the Hillsborough School Speed Zone Enforcement Program;
- f. The CONTRACTOR will deliver to the Sheriff (or the Sheriff's designee) 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 the Sheriff 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 the Sheriff (or the Sheriff's designee) all data pertaining to outstanding payments due and owing pursuant to the Hillsborough School Speed Zone Enforcement Program and potential payments due the CONTRACTOR;
- g. The Transition Agreement will also resolve any other outstanding issues and fees related to the Hillsborough School Speed Zone Enforcement Program and the termination of the Agreement.

29. Continued Cooperation. After the Agreement is terminated, the Sheriff and the CONTRACTOR shall continue to cooperate as necessary to ensure the efficient and orderly processing of school speed zone 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 the Sheriff as the Sheriff may reasonably request enforcing violations issued prior to the termination of the Agreement.

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

31. 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 Contract and fails within a ten (10) day period after receipt of written notice from the Sheriff to commence and continue correction of such default or neglect with diligence and promptness, the Sheriff may, without prejudice to other remedies the Sheriff may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due CONTRACTOR the reasonable cost of correcting such deficiencies, including the Sheriff's expenses and compensation for any additional services, made necessary by such default, neglect or failure. Notwithstanding the

foregoing or any other provision within this Contract to the contrary, the Sheriff 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, the Sheriff 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: _____