

MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AGREEMENT is made by and between the **City of Hollywood**, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 2600 Hollywood Blvd., FL 33022 and Peregrine Technologies, Inc., a corporation authorized to do business in Florida (herein after referred to as "Contractor") whose address is 71 Stevenson St. Ste 700, CA 94105 this _____ day of _____, 2026.

WHEREAS, the City desires to obtain data integration software; and

WHEREAS, the City desires to procure these services from Contractor, utilizing the prices provided in the proposed Statement of Work as part of the Peregrine Customer Order Form & Scope of Services marked as Exhibit "A" and attached hereto and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Scope. The Contractor shall provide data integration services as identified in the Statement of Work as part of the Peregrine Customer Order Form & Scope of Services marked as Exhibit "A".

3. Term. Unless the parties agree otherwise in writing, this Agreement is to commence upon execution and shall remain in effect through April 15, 2029, unless terminated early or extended as more fully described herein.

4. Termination for Convenience. Either party may terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of thirty (30) days written notice to the other party, specifying the effective date of such termination. Such termination for convenience shall be made in writing. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

5. Indemnification. The Contractor shall defend, indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of third-party claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents,

servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided. The obligations of this section shall survive the term of this Agreement, subject to the limitations of liability set forth in Exhibit A and the Peregrine Terms and Conditions.

6. Notice. Whenever either Party desires to give notice to the other, such notice must be in writing via email or sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

3250 Hollywood Boulevard, Hollywood, FL 33021

Notices to City shall be sent to the contact identified in Exhibit A

For CONTRACTOR:

Notices to Contractor shall be addressed to the attention of Nick Noone, CEO, nick@peregrine.io, with a copy to ben@peregrine.io.

7. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement.

8. Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

9. Third Party Beneficiaries. Neither Contractor nor City intends to primarily or directly benefit a third party by entering into this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement.

10. Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Broward County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

11. Public Records. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG.**

- a. Contractor shall comply with public records laws, specifically to:
- i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 - v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.
 - vi. Notwithstanding the foregoing, Contractor shall not be required to disclose or transfer proprietary software, system architecture, trade secrets, Aggregated Data, or Contractor confidential information.

12. Funding. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

13. Payment.

- a. CONTRACTOR shall be paid annually as set forth in the Peregrine Customer Order Form & scope of Services, attached hereto as Exhibit A and

incorporated by reference.

- b. Invoices shall be submitted to the City of Hollywood accounts payable division email at accountspayable@hollywoodfl.org detailing the services provided. Unless CITY has an written notice of objection to an invoice, CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR'S invoice.
- c. No additional costs or expenses will be charged to the CITY, unless such costs or expenses are pre-approved by the CITY and reflected in writing.

14. Contract Documents. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. Peregrine Customer Order Form & Scope of Services, attached as **Exhibit "A"**.
- c. Third Party Data Sharing Authorization, attached as **Exhibit "B"**.

IN WITNESS WHEREOF, the City and Contractor executed this contract as of the day and year first above written.

ATTEST:

THE CITY OF HOLLYWOOD, a municipal
Corporation of the State of Florida

Patricia A. Cerny, MMC
City Clerk

By: _____
Josh Levy, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Damaris Y. Henlon, City Attorney

CONTRACTOR Peregrine Technologies

By: _____

Print Name: Robert Wheeler

Title: Head of Commercial Operations
