



DOCUMENT ROUTING FORM

① ✓ 6/29/16 ②

Today's Date: 6/27/2016

DOCUMENT TITLE: Agreement between Cellebrite and the City of Fort Lauderdale Product Evaluation Agreement

COMM. MTG. DATE: 6/21/16 **CAM #:** 16-0673 **ITEM #:** CM-13 **CAM attached:** ☒ YES ☐ NO

Routing Origin: CCO **Router Name/Ext:** _____ **Action Summary attached:** ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Clerk's Office: Granicus document attached: ☐ YES ☐ NO # of Originals routed: _____
Date to CAO: _____

2) City Attorney's Office: Documents to be signed/routed? ☐ YES ☐ NO # of originals attached: _____

Is attached Granicus document Final? ☐ YES ☐ NO Approved as to Form: ☐ YES ☐ NO

Date to CCO: _____
Attorney's Name _____ Initials _____

3) City Clerk's Office: # of originals: _____ Routed to: Name/Dept/Ext _____ Date: _____

4) Dept: _____ **Router Name/Ext:** _____ **# of originals routed:** _____ **Date to CCO:** _____

5) City Clerk's Office: # of originals: _____ Routed to: Gina Ri/CMO/X5013 Date: _____

6) City Manager's Office: CMO LOG #: JUN57 Document received from: CAO Brad Weissman

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE _____ (Initial/Date) C. LAGERBLOOM _____
(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☒ Mayor ☐ CCO Date: 6/28/16

7) Mayor/CRA Chairman: Please sign as indicated. Forward 1 originals to CCO for attestation/City seal (as applicable) Date: _____

8) City Clerk's Office: Retains _____ original and forwards _____ original(s) to: _____ (Name/Dept/Ext)
Return one fully executed original to CCO ☐ YES ☐ NO Attach _____ certified Reso # _____ ☐ YES ☐ NO
Original Route form to CCO



Venice of America

City of Fort Lauderdale
Police Department

1300 West Broward Boulevard
Fort Lauderdale, Florida 33312
(954)828-5700

<http://ci.ftlaud.fl.us/police/index.html>



MEMORANDUM

2016 JUN 27 PM 2:09

CITY MANAGER

To: Aixa D. Penedo, Administrative Assistant to Lee R. Feldman, City Manager
From: Bradley H. Weissman, Esquire
Date: June 24, 2016
Re: Agreement Between Cellebrite and the City of Fort Lauderdale
Product Evaluation Agreement

● **Message:**

Dear Aixa:

Enclosed is the Product Evaluation Agreement between Cellebrite and the City of Fort Lauderdale. If the document meets with the approval of Mr. Feldman, please obtain his signature on the original document where indicated, and then obtain the signatures of Mayor John P. "Jack" Seiler and City Clerk Jeffrey A. Modarelli. Upon execution of the document, please return same to me.

If you have any questions, please do not hesitate to contact me. Thank you.

Bradley H. Weissman, Esquire – ext. 5622

PRODUCT EVALUATION AGREEMENT

THIS PRODUCT EVALUATION AGREEMENT ("**Agreement**") dated this 2nd day of May, 2016, (the "**Effective Date**") is made and entered into by and between Celebrite Inc., a Delaware corporation, 7 Campus Drive, Suite 210, Parsippany, NJ 07051, ("**Celebrite**"), and City of Fort Lauderdale, 1300 W. Broward Boulevard, Fort Lauderdale, Florida 33312, ("**Evaluator**").

WHEREAS, Celebrite is a leading provider of mobile forensic and data transfer solutions, including associated software and documentation ("**Products**"), which Celebrite is willing to provide to Evaluator on the terms and conditions set forth herein; and

WHEREAS, Evaluator desires to evaluate the Products solely for its internal purposes;

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Evaluation Period: The Evaluator may evaluate two UFED InField Kiosks FT8000 v2 ("**Equipment**") and associated software for a period of 60 days ("**Evaluation Period**") free of charge. If the Product under evaluation includes software, Celebrite hereby grants to Evaluator a limited, revocable and temporary license to use the software during the Evaluation Period. Upon the expiration or termination of the Evaluation Period, the license to use the software shall automatically and immediately terminate.

Each party agrees to keep confidential the other party's information to the extent such information is confidential pursuant to Florida law, with such care as it uses for its own confidential information, but at least reasonable care, and to only use the other party's information, to the extent such information is confidential pursuant to Florida law, for the purposes of this Agreement.

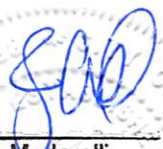
Celebrite shall at all times retain sole title to the Product. Evaluator agrees to be responsible for any and all loss, damage or theft of the Product as the result of Evaluator's negligence. Evaluator agrees to return the Product to Celebrite upon the expiration of the Evaluation Period or upon Celebrite's request. If Evaluator fails to return any Product, or returns the Product in a damaged or impaired condition, ordinary wear and tear excepted, the Evaluator agrees to pay Celebrite's then current retail price for the Product within 60 calendar days of the expiration of the Evaluation Period or upon Celebrite's request as noted above, except that in the event the Evaluator returns the Product to Celebrite in a damaged or impaired condition, ordinary wear and tear excepted, Celebrite shall first return the Product to Evaluator.

Approved usages of the Product(s) are set forth in the relevant Documentation. Celebrite assumes no liability if any Product is used in any manner other than as specified in the Documentation.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

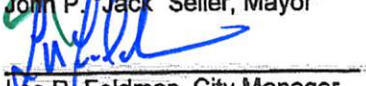
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above:

ATTEST:


Jeffrey A. Modarelli
City Clerk

City of Fort Lauderdale


John P. "Jack" Seiler, Mayor


Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

By: 
Assistant City Attorney

JS 5/2/2016

Cellebrite Inc.

James H. Grady
Print Name: James H. Grady
President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of May, 2016, by
Jim Grady as president for Cellebrite Inc., a Delaware corporation.



VANESSA VIRGILIO
MY COMMISSION # FF 022448
EXPIRES: May 29, 2017
Bonded Thru Budget Notary Services

Vanessa Virgilio
Signature of Notary Public - State of Florida

Vanessa Virgilio
Print, Type or Stamp Commissioned
Name of Notary Public

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced Drivers license