

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** December 13, 2023

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Local Agency Program Agreements and Supplemental Agreements for Construction and Construction Engineering Inspection Services with the Florida Department of Transportation, In Order to Receive Reimbursement Funds for the Beverly Park Sidewalk and ADA Compliance Project, and the Hollywood Beach Heights and Hollywood Country Estate Sidewalks, ADA Compliance, and Sharrow Projects.

I have reviewed the above referenced matter with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) **Department/Division involved** – Department of Design and Construction Management
- 2) **Type of Agreement** – Local Agency Program Agreement (“LAP”)
- 3) **Method of Procurement (RFP, bid, etc.)** – n/a
- 4) **Term of Contract:**
 - a) initial – City agrees to complete the project on or before June 30, 2026
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) **Contract Amount** –
Beverly Park Sidewalks LAP Agreements for construction and construction engineering inspection in the amounts of \$2,365,253.00 and \$331,978.00, respectively.

Beach Heights Sidewalks, ADA Compliance and Sharrow Project LAP Agreements for construction and construction engineering inspection in amounts of \$2,690,264.00 and \$354,740.00, respectively.

- 6) **Termination Rights** –

The Department may, by written notice to the City, suspend any or all of the Department’s obligations under this Agreement for the Recipient’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

The Department reserves the right to unilaterally cancel this Agreement for failure by the City to comply with the Public Records provisions of Chapter 119, Florida Statutes.

7) Indemnity/Insurance Requirements –

- a. To the extent provided by law, the City shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of City, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by City hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or City's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by City to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by City to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- d. The City shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The City shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

- 8) **Scope of Services** – Florida Department of Transportation will provide financial assistance to the City according to the following:

Beverly Park Sidewalks LAP Agreements for construction and construction engineering inspection in the amounts of \$2,365,253.00 and \$331,978.00, respectively.

Beach Heights Sidewalks, ADA Compliance and Sharrow Project LAP Agreements for construction and construction engineering inspection in amounts of \$2,690,264.00 and \$354,740.00, respectively.

- 9) **Other Significant Provisions:** n/a

cc: George R. Keller, Jr. CPPT, City Manager