



AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD, FLORIDA, FOR MANAGEMENT OF HOLLYWOOD NORTH BEACH POCKET PARKS PARKING LOTS

This is an agreement ("Agreement") made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Hollywood, a Florida municipal corporation ("City") (each individually referred to as "Party" and collectively referred to as the "Parties").

RECITALS

- A. Hollywood North Beach Park ("Park") is owned jointly by the State of Florida and County.
- B. County manages the Park for public recreational purposes.
- C. Park patrons who arrive at the Park choose from parking offerings, including a main parking gated lot, street metered parking, and pocket park parking, with County managing the gated parking lot and City managing the off-street parking.
- D. There are five (5) pocket parks at the Park located on the west (Intracoastal) side of the Park and identified on Exhibit B ("Pocket Parks").
- E. County and City desire to have City manage parking in the Pocket Parks.

Now, therefore, in consideration of the mutual terms, conditions, promises, covenants, and payments set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator** means the Director of County's Parks and Recreation Division or the individual designated as Contract Administrator by the Director.
- 1.3 **County Administrator** means the administrative head of County appointed by the Board.
- 1.4 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.5 **Notice to Proceed** means a written authorization to proceed with the Services, issued by the Contract Administrator.
- 1.6 **Services** means all work required of City under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A.
- 1.7 **Subcontractor** means an entity or individual, or combination thereof, providing services to County through City for all or any portion of the Services.

ARTICLE 2. SCOPE OF SERVICES

2.1 City shall perform all work identified in this Agreement including, without limitation, the services set forth in the attached Exhibit "A" (the "Scope of Services"). The Scope of Services stated in this Agreement is a description of City's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by City impractical, illogical, or unconscionable.

2.2 City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code).

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement ("Term") shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end one year from the Effective Date. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3.2 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of City required by this Agreement shall commence within seven (7) days after the date of the Notice to Proceed. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.3 This Agreement may be renewed by County's Contract Administrator for up to one (1) additional year, upon the same terms and conditions as set forth in this Agreement, by giving written notice of renewal to City no less than ninety (90) days prior to the end of the then-current term.

ARTICLE 4. COMPENSATION

County will compensate City in an amount equal to ten percent (10%) of gross parking revenues collected in or for the Pocket Parks, along with monthly merchant fees in the form of twenty-four cents (\$0.24) per transaction, in the manner described in Exhibit A, as full compensation for all Services performed by City. City acknowledges that the amount set forth herein is the maximum amount payable and constitutes a limitation upon County's obligation to compensate City for its work under this Agreement, but does not constitute a limitation of any sort upon City's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, City shall not be reimbursed for any expenses it incurs under this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 Except to the extent deemed waived by execution of this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity or any aspects thereof, nor any rights and privileges as provided by Section 768.28, Florida Statutes, by either Party, nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. City and County are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and shall each be individually and separately liable and fully responsible for the acts and omissions of its respective agents or employees, to the extent permitted by law, in the performance of its respective obligations under this Agreement.

5.2 City and County shall individually defend any action or proceeding brought against their respective agency relating to this Agreement, and shall be individually responsible for all of their respective costs, attorneys' fees, expenses, and liabilities incurred as a result of any such claims, demands, suits, actions, damages, and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments, or decrees that may be entered as a result thereof, including appellate proceedings.

5.3 City and County agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages, and causes of action that may be brought against either Party pursuant to this Agreement.

5.4 Notwithstanding anything to the contrary in Sections 5.1, 5.2, or 5.3, City shall reimburse County for any and all judgments in tort, including any award of reasonable attorneys' fees and any award of reasonable expenses (collectively "Claims"), entered against County that arise out of or relate to any and all negligent or wrongful act or omission of City in the course of or in connection with City's performance under this Agreement.

ARTICLE 6. INSURANCE

6.1 For purposes of this article, the term "County" shall include Broward County and its current, former, and future officials, officers, and employees.

6.2 City represents to County for its reliance that City is a state agency or political subdivision as defined by Section 768.28, Florida Statutes (as may be amended from time to time). City shall furnish County with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if City elects to purchase any additional liability coverage including excess liability coverage, City agrees that "Broward County and Broward County Board of County Commissioners" shall be listed as additional named insureds on the certificate.

6.3 County reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or

affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage under this Agreement.

6.3.1 All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by City.

6.3.2 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII."

6.3.3 County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

6.3.4 No less than seven (7) days following the Effective Date, City shall provide to County satisfactory evidence of the insurance required in this Agreement. In the event City is self-insured, City shall maintain throughout the duration of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities, and provide County with documentation evidencing such self-insurance as may be reasonably required by County.

6.3.5 Coverage is not to cease and is to remain in force until County determines all performance required of City is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

6.3.6 City shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.

6.3.7 City shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. City may redact portions of the policies that are not relevant to the insurance required by this Agreement.

6.3.8 County and City, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights

against the other Party and any of the other Party's agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other Party.

ARTICLE 7. TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, City's repeated (whether negligent or intentional) submission of false or incorrect revenue reports, or City's failure to suitably perform the work and such failure continues without cure for a period of fifteen (15) days after County's written notice to City.

7.3 This Agreement may be terminated for convenience by either Party by delivering sixty (60) days prior written notice to the other Party. In the event a Party terminates this Agreement for convenience, that Party is obligated to continue its performance under this Agreement until the effective date of termination, and shall be compensated for its services through the effective date of termination. If notice of termination is given on any day other than the last day of the month, the effective date of termination shall be extended until the last day of the calendar month in which termination is to occur, and City shall continue to provide Services in the Pocket Parks during such extended period. City shall remove its property from the Pocket Parks prior to the effective date of termination.

County shall be obligated to remit all payments due to City through and including any period related to termination. City acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by City, for County's right to terminate this Agreement for convenience.

7.4 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

7.5 In the event this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all required documents are provided to County pursuant to Section 9.1.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

City shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by City to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

ARTICLE 9. MISCELLANEOUS

9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall be owned by County, and, shall be deemed works for hire by City and its agents and Subcontractors; if the Services are determined to not be a work for hire, City hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in and to the work, to County. If this Agreement is terminated, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

9.2 Public Records. To the extent City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

9.2.1 Keep and maintain public records required by County to perform the services under this Agreement;

9.2.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

9.2.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

9.2.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of City or keep and maintain public records required by

County to perform the services. If City transfers the records to County, City shall destroy any duplicate public records that are exempt or confidential and exempt. If City keeps and maintains public records, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of City to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. City will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that City contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT - TRADE SECRET." In addition, City must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by City as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by City. City shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8100, danwest@broward.org, 950 NW 38th STREET, OAKLAND PARK, FLORIDA 33309.

9.3 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and its Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of City and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City or its Subcontractor, as applicable, shall make same available at no cost to County in written form.

City and its Subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by the City in excess of five percent of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to the County by the City in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

9.4 Independent Contractor. City is an independent contractor under this Agreement. In providing Services under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

9.5 Third-Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.6 Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Parks and Recreation Division

Attn: Director

950 Northwest 38 Street

Oakland Park, Florida 33309

Email address: danwest@broward.org

FOR CITY:
City Manager
City of Hollywood
Attn: Wazir Ishmael, Ph.D.
2600 Hollywood Blvd., Rm 421
Hollywood, Florida 33020
Email address: wishmael@hollywoodfl.org

9.7 Assignment and Performance. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any purported assignment, transfer, subcontract, or encumbrance in violation of this section will be void. If City violates this provision, County shall have the right to immediately terminate this Agreement, in addition to any remedies available to County at law or in equity. City represents that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. City agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

9.8 Conflicts. Neither City nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with City's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of City's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or City is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude City or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event City is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, City shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as City.

9.9 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any

subsequent breach and shall not be construed to be a modification of the terms of this Agreement. Any waiver must be in writing signed by an authorized signatory of the waiving Party.

9.10 Compliance with Laws. City shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.11 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.12 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

9.13 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days unless otherwise expressly stated.

9.14 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.15 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.16 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and City or others delegated authority or otherwise authorized to execute same on their behalf.

9.17 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.18 Rate of Interest. The annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.19 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits A, B, and C are incorporated into and made a part of this Agreement.

9.20 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.21 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, City agrees to fully comply with Section 16½-157 during the entire term of this Agreement. If City fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under Section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this section.

9.22 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Section 21.31(a)(2) of the Broward County Code of Ordinances. Execution of this Agreement by City shall serve as City's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Section 21.31(a)(2) of the Broward County Code of Ordinances, and that it will maintain such drug-free workplace program for the full term of this Agreement.

9.23 Living Wage Requirement. If City is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 et seq. of the Broward County Code of Ordinances, City agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and City shall fully comply with the requirements of such ordinance. City shall be responsible for and shall ensure that all of its

Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

9.24 Use of County Logo. City shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

9.25 Representation of Authority. City and County each represents and warrants to the other that this Agreement constitutes the legal, valid, binding and enforceable agreement of the Party making the representation, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that the Party has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to the Party. Each Party further represents and warrants to the other that execution of this Agreement is within the Party's legal powers, and each individual executing this Agreement on behalf of the Party is duly authorized by all necessary and appropriate action to do so on behalf of the Party and does so with full legal authority.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2019, and City, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
____ day of _____, 2019

Insurance requirements approved by
Broward County Risk Management
Division:

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____

Name: _____

Title: _____

By: _____
Jeffrey S. Siniawsky (Date)
Senior Assistant County Attorney

By: _____
Danielle W. French (Date)
Deputy County Attorney

JSS/dp
Hollywood North Beach County City Parking Management.a01
05/13/19
#60115

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD, FLORIDA,
FOR MANAGEMENT OF HOLLYWOOD NORTH BEACH POCKET PARKS PARKING LOTS**

CITY

ATTEST:

CITY OF HOLLYWOOD, a municipal
corporation of the State of Florida

By _____
Patricia A. Cerny, MMC, City Clerk

By _____
Josh Levy, Mayor

____ day of _____, 2019

Approved as to form and legal
sufficiency for the use and reliance
of the City of Hollywood, Florida, only.

Douglas R. Gonzales, City Attorney

EXHIBIT A - SCOPE OF SERVICES

City and County agree that City shall provide the following Services under this Agreement:

1. Project Description

City will administer parking management and enforcement services at the Pocket Parks. Enforcement shall be performed by City's staff in the same manner as City enforces its parking regulations. Parking rates at the Pocket Parks shall be as established by County, and there will be no distinction or difference in rates charged to City residents and nonresidents. Payment of parking fees will be through the Parkmobile mobile app. Failure to make such proper payment as required shall constitute a violation of County ordinance.

2. Services Description

A. General services description - City will post signs with parking instructions at each Pocket Park; establish parking fee payment and collection mechanisms; manage the parking spaces within the Pocket Parks, issue Citations for parking violations in the Pocket Parks; and enforce parking rules and regulations, and violations thereof, within the Pocket Parks.

B. Revenue handling and reporting - City shall transfer all Pocket Parks revenues collected or received to County by the tenth (10th) day of each calendar month, together with the revenue report described below. City will retain ten percent (10%) of gross parking revenues collected in or for the Pocket Parks, along with monthly merchant fees in the amount of twenty-four cents (\$0.24) per transaction as full compensation for the Services provided by City pursuant to this Agreement.

On or before the 10th day of each calendar month, City shall furnish to the Contract Administrator a report of parking revenue for the preceding calendar month. The report shall be on a form approved in advance by the Contract Administrator. Each report shall certify the accuracy of such revenues and shall be signed by an authorized representative of City. The revenue report shall list all revenues derived from the Pocket Parks for the preceding calendar month, and a statement of the amount of such revenues retained by City as compensation for its Services. Revenues shall be broken down by individual Pocket Park, by types of payment made, and shall also include other data as required by the Contract Administrator and as reasonably trackable by City.

3. Technical Approach

City will utilize Parkmobile for revenue generation and tracking at the Pocket Parks.

City shall install, at its expense, Parkmobile signage at appropriate locations within each Pocket Park.

4. Implementation

City shall commence parking management service operations at the Pocket Parks within seven (7) days following the receipt of the Notice to Proceed.

5. Signage

5.1 City shall provide the following:

- Adequate and sufficient signage at each lot to inform those using the parking of the pay parking requirement and means of compliance with the requirement.

5.2 County shall provide the following equipment:

- [Itemize equipment, if any] **None**

EXHIBIT B - Locator Map(s)

PARKING/SITE LOCATIONS

- Location 1
Loggerhead Park (pocket) AIA and ICW, approximately ½ block north of Sheridan Street; approximately 100 Spaces
- Location 2
Hawksbill Park- AIA and ICW, north of Sheridan Street (Allen Street and A1A) approximately 15 Spaces
- Location 3
Kemp Ridley Park - AIA and ICW, north of Sheridan Street. (Custer Street and A1A) approximately 16 Spaces
- Location 4
Greenback Park- AIA and ICW, north of Sheridan Street. (Greene Street and A1A) approximately 9 Spaces
- Location 5
Leatherback Park- AIA and ICW, north of Sheridan Street. (Cody Street and A1A) approximately 8 Spaces

Location 1 – North Beach Lot #1

Loggerhead Park (pocket) AIA and ICW, approximately ½ block north of Sheridan Street; approximately 100 Spaces



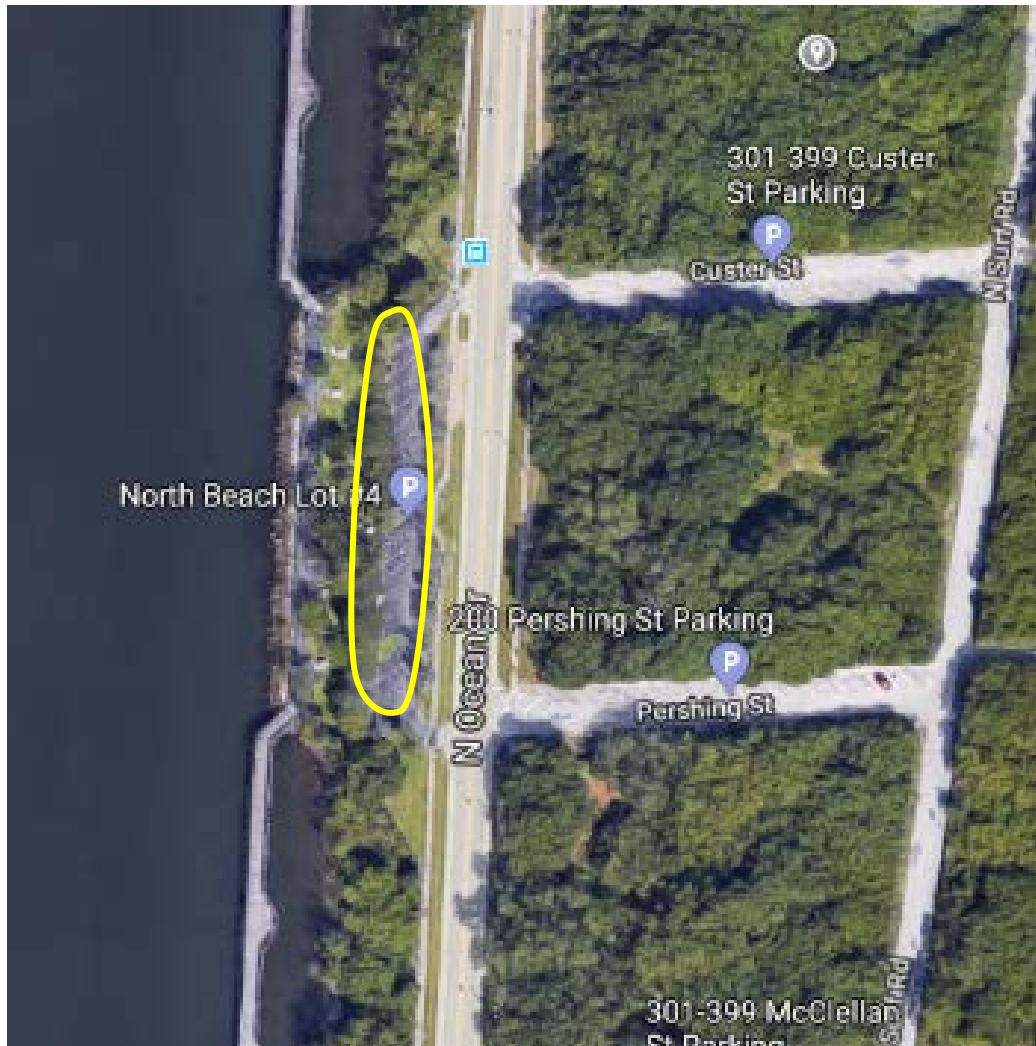
Location 2 – North Beach Lot #2

Hawksbill Park- AIA and ICW, north of Sheridan Street (Allen Street and A1A)
approximately 15 Spaces



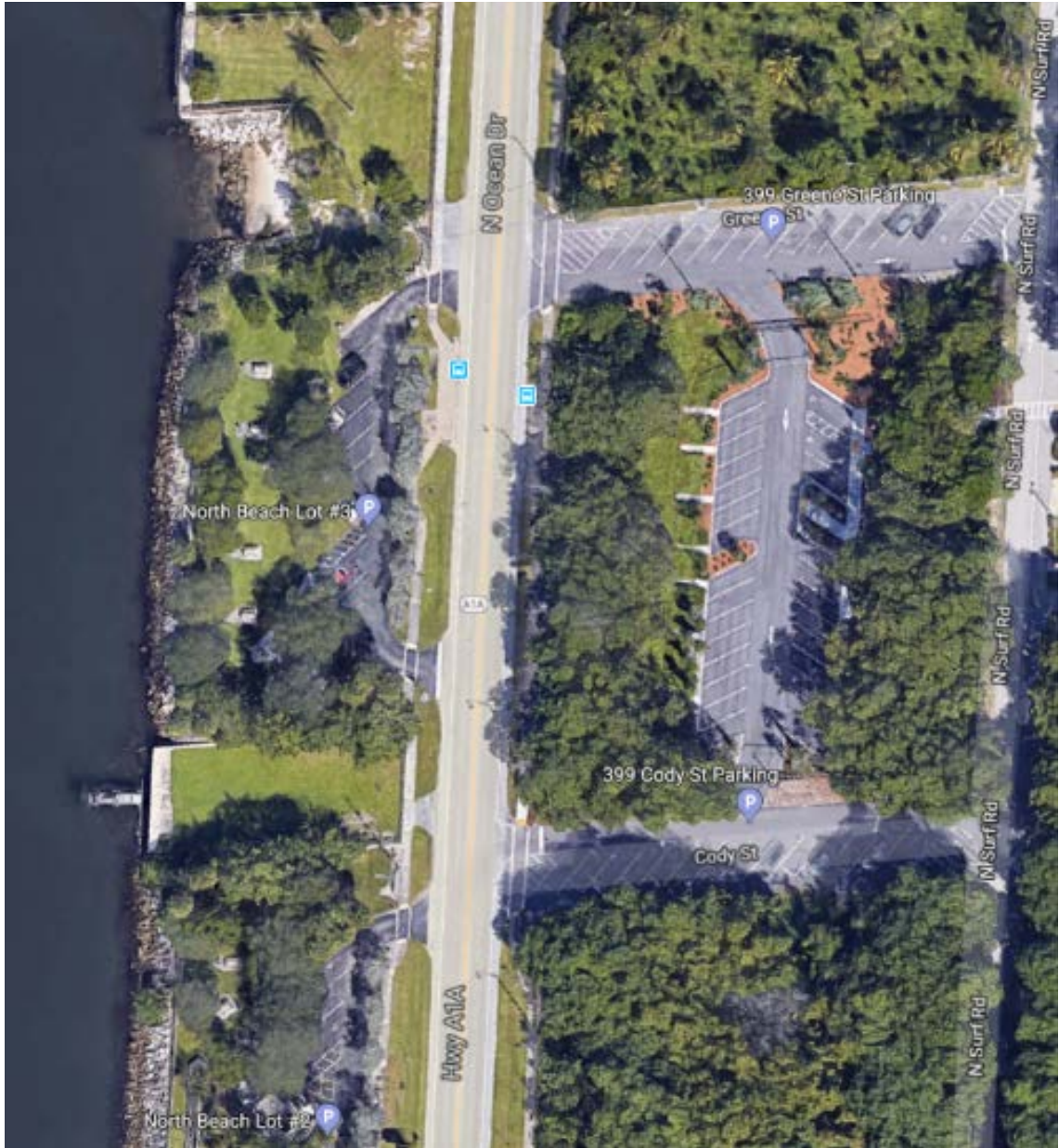
Location 3 – North Beach Lot #3

Kemp Ridley Park - AIA and ICW, north of Sheridan Street. (Custer Street and A1A)
approximately 16 Spaces



Location 4 – North Beach Lot #4

Greenback Park- AIA and ICW, north of Sheridan Street. (Greene Street and A1A) approximately 9 Spaces



Location 5 – North Beach Lot #5

Leatherback Park- AIA and ICW, north of Sheridan Street. (Cody Street and A1A)
approximately 8 Spaces

