



September 5, 2023

Ms. Andria Wingett  
Assistant Director Development Services  
City of Hollywood  
2600 Hollywood Blvd.  
Hollywood, Florida 33022

Re: City of Hollywood – EAR and Comprehensive Plan Update

Dear Ms. Wingett:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Hollywood (“Client” or “City”) for providing services related to the RFQ-4611-19-AP.

### **Project Understanding**

Section 163.3191, Florida Statutes, requires each local government to assess its Comprehensive Plan to determine whether and how a Comprehensive Plan must be amended to address changes in growth management laws since the most recent update was adopted. The City submitted their Evaluation and Appraisal (EAR) Notification Letter to the Florida Department of Economic Opportunity (DEO) dated January 31, 2022 notifying DEO that the City has determined amendments to their Comprehensive Plan are necessary. However, it is our understanding that the City has not performed their Evaluation and Appraisal Review (EAR) of their Comprehensive Plan.

Additionally, pursuant to Chapter 163.3192(2), Florida Statutes, within one year of the City submitting their Notification Letter to DEO, proposed amendments to the Comprehensive Plan must be transmitted to DEO otherwise the City shall be prohibited from conducting any Comprehensive Plan amendments until it is completed. The DEO has advised the City that the proposed Comprehensive Plan amendments should be transmitted to the DEO by February 1, 2023. Unfortunately, the timeline to meet this transmittal date is no longer possible due to events out of the City’s and Kimley-Horn’s control. Kimley-Horn will provide an updated timeline to transmit the Comprehensive Plan amendments to DEO in an expedited and realistic time frame.

Kimley-Horn will confirm with DEO that the Comprehensive Plan amendments that are an update based on an Evaluation and Appraisal must follow the State Coordinated Review Process outlined in Section 163.3184(4), F.S. Kimley-Horn will assist the City in updating the City’s Comprehensive Plan.

## Scope of Services

### Side-by-Side Analysis

RFQ-4611-19-AP: April 2023	Letter Agreement: July 2023
Task 1: Kickoff – Visioning, Fact Finding, Project Branding	Task 1: Project Kickoff and Plan Analysis, Task 2: Data Inventory and Analysis Update
Task 2: Data, Inventory, and Analysis – Existing Plans, Studies, and Policies Assessment	Task 1: Project Kickoff and Plan Analysis, Task 2: Data Inventory and Analysis Update
Task 3: Comprehensive Plan Update	Task 3: Comprehensive Plan Update and New Element
Task 4: Public Engagement and Involvement	Task 1.3, Task 2.4, Task 2.5, Task 3.2, Task 5
Task 5: Reporting, Adoption, and Rollout	Task 4: Final Comprehensive Plan Adoption
Task 6: <i>Not included in RFQ</i>	
Task 7: <i>Misnumbered as Task 7 – Scope Enhancements and Cost Savings Suggestions</i>	Integrated into Task 2 and Task 3

Further detail is provided *in italics* for each task below.

### Task 1 – Project Kickoff and Plan Analysis

Kimley-Horn understands that the primary point of contact from the City will be the Planning staff (“City staff”). City staff may invite staff from other City departments to participate in meetings and provide input and feedback throughout the process.

#### ***Task 1.1 Project Kick-off Meeting and Project Coordination Task 1 in RFQ-4611-19-AP***

Kimley-Horn will meet with City staff one (1) time in person as a Project Kick-off and team introduction and to identify data and information needed to perform the review of the City’s Comprehensive Plan. At this meeting, project organization and staff coordination procedures will be established.

The Kimley-Horn team will meet with City staff to:

- Introduce team members of both the consultant and City and identify the roles that they will play in the process.
- Discuss the City’s specific desired objectives and outcomes.
- Establish the tentative project schedule and milestones, including groupings of element updates.
- Discuss progress reports.
- Develop a list of key stakeholders’ names and obtain contact information.
- Discuss options for public participation methods.
- Discuss public outreach meeting details, notification responsibilities, scheduling, and format.
- Develop a list of data needs from the City.

Kimley-Horn will begin the process of data collection (Task 2) in coordination with City staff by identifying additional data and information that may be required directly from the City to inform the Comprehensive Plan update in the following tasks.

Kimley-Horn will schedule a kickoff call with Broward County Planning Council (BCPC) staff and with the Department of Economic Opportunity (DEO) staff. One (1) call will be held with each

agency. It is highly encouraged for one City staff member to participate in both calls.

Kimley-Horn will schedule a project progress call once a month with City staff until delivery of the final task in this scope, not to exceed 30 calls up to one (1) hour each. The purpose of the calls will be to review the work assignments, provide project status, prepare for upcoming engagement meetings, and to communicate additional data needs through the end of this assignment. These calls will occur virtually and it is assumed that up to two (2) Kimley-Horn team members will participate in each progress call.

***Task 1.2 Current Plan Analysis and Amendment Matrix Task 2 in RFQ-4611-19-AP***

Kimley-Horn will assess each of the City's comprehensive plan elements and will review them for consistency with adopted State and regional requirements since the adoption of the last comprehensive plan. Kimley-Horn will identify language of the current Plan that is regulatory in nature and more appropriate in the Land Development Code, as well as identify updates that will address best planning practices. Kimley-Horn will develop a draft review "matrix" of recommended GOPs for amendment including justification. The matrix is understood to include the following:

- A comparison of the City's Comprehensive Plan with the Florida State Statutes and any other state requirements which must be added/revised in the plan.
- Identify GOPs that are duplicative or inconsistent between the different elements.
- Assessment of GOPs as it relates to regulations better suited for the Land Development Code.
- Evaluate whether the GOPs have been implemented and whether the GOPs should be kept unchanged, revised or should be removed from the plan.

Kimley-Horn will provide up to two (2) drafts of the amendment matrix for City staff to review and provide comment. City staff shall collect comments from each reviewer and provide one consolidated set of comments to Kimley-Horn in the original excel document or a pdf scan. Comments from the City shall be received within three (3) weeks of receipt of the deliverable. Kimley-Horn will revise the amendment matrix as applicable and provide one (1) final draft of the amendment matrix to City staff.

***Task 1.3 Community Wide Project Meeting #1 Task 4 in RFQ-4611-19-AP***

Kimley-Horn will hold a community wide public outreach meeting for two (2) hours in the evening on a weekday. This task also includes the preparation of the presentation material including the meeting agenda, PowerPoint, visual exhibits and polling if desired. Kimley-Horn will arrive one (1) hour early to set up for the agreed up on format of the meeting (i.e. open house, presentation, stations).

At this meeting, the Kimley-Horn team will educate the community about a Comprehensive Plan and present the recommended amendments based on the amendment matrix followed by a forum that allows for input from attendees. Kimley-Horn will facilitate a discussion that will assist in the development of Goals for each Element of the new Comprehensive Plan. The information and knowledge collected at this meeting will inform the Comprehensive Plan rewrite and provide the Kimley-Horn Team with additional insight into the community's priorities and issues.

It is understood that the City shall be responsible for the meeting location arrangements, room setup and breakdown, and legal advertisements/public notices for all meetings.

One (1) meeting summary will be provided to City staff within one (1) week of the meeting. The City will be responsible for any virtual attendance option as well as the subsequent recording

and transcription.

#### ***Task 1.4 Branding and Website Task 1 in RFQ-4611-19-AP***

Kimley-Horn will develop a concept for overall look, organization of information, and functionality for a project website. This includes the purchase of a domain name to be determined by City staff at Staff Project Kick-off Meeting. The site will be designed using a Content Management System (CMS) interface such as WordPress. It will feature responsive functionality (for tablets and mobile devices), incorporate social media links and/or content, and will be designed to match project branding. The process for developing the project website is assumed to be as follows:

- Develop website framework that describes the flow and content of the website (using wireframes and/or sample visuals)
- Review and finalize wireframes
- Create draft website with a client weblink to review/approve the content/design
- Address one set of consolidated comments from City staff
- Launch public website
- Coordinate with City IT staff to link to City's website
- Consultant to host until final project deliverable is provided to City staff (final draft of the comprehensive plan).
- Website to be updated with new information including communitywide meeting information and completed deliverables one time per month.

#### **Task 2 – Data Inventory and Analysis Update**

##### ***Task 2.1 Data Collection Task 1 and 2 in RFQ-4611-19-AP***

Kimley-Horn will collect data for the Data Inventory and Analysis (DIA) update and amendments specific to the elements and assess changes to the Comprehensive Plan since the City's last update. Kimley-Horn will rely on the information provided by the City based on the mutually agreed upon data list discussed at the kick-off meeting, as well as the plans of applicable local and regional agencies. The Kimley-Horn team will review the data and documents collected, including:

**Planning Documents:** City's past and present Comprehensive Plans, Land Development Code, and City planning studies completed since the last plan update.

**Public Facilities:** Kimley-Horn will review the City's inventory of existing public facilities and community assets (transportation, utilities, public parks, and open space). If the City does not have this inventory in document form, Kimley-Horn will collect this data by way of a desktop inventory (if available) and review this information with the City to understand each facilities current state and any changes and proposed changes since last update.

**Regional Documents:** Kimley-Horn will collect and review documents prepared by regional agencies that might impact the City's Comprehensive Plan (i.e., Broward Next, MPO Long Range Transportation Plan, South Florida Regional Planning Council, etc.)

**Economics and Demographics:** Kimley-Horn will collect and review economic and population statistics including housing supply, ownership, and affordability; employment statistics and characteristics; and identify the drivers that will likely affect future growth in the City. Typical sources of data used include data from Broward Next, the U.S. Census Bureau, Esri Business Analyst Online, the American Community Survey, the Bureau of Economic and Business Research at the University of Florida, and the Florida Office of Economic and Demographic Research.

**Other Topics:** Other information to be provided by the Client and further discussed at the kick-off meeting include current development characteristics and trends, community facilities and services not already covered such as schools (i.e. mitigation or shared use agreements) and emergency services; environmental resources, and cultural resources.

***Task 2.2 Data Inventory and Analysis Review and Update Task 2 in RFQ-4611-19-AP***

Kimley-Horn will review and update the most current Data Inventory and Analysis (DIA) document as the technical analyses for each Element, as well as create new sections for newly proposed elements in the plan. Demographic and socioeconomic data including population projections will be reviewed to determine the appropriate growth scenario (likely based on Bureau of Economic and Business Research (BEBR) medium projections and the 2020 U.S. Census) for the City based on recent trends. This information will become the basis of the revisions in the Goals, Objectives, and Policies document. Future and existing deficits will be identified in the transportation, utilities, and infrastructure systems. The planning horizon will be extended to 2045. The Future Land Use Map series will be updated to reflect the current City boundary and any other Future Land Use Map changes since the last Comprehensive Plan update, provided by the City to Kimley-Horn. Kimley-Horn will not conduct a survey or collect traffic data as part of this scope.

Kimley-Horn will provide up to two (2) drafts of the updated DIA for City staff to review and provide comment. City staff shall collect comments from each reviewer and provide one consolidated set of comments to Kimley-Horn. Comments from the City shall be received within two (2) weeks of receipt of the deliverable. Kimley-Horn will revise the DIA as applicable and provide one (1) final draft of the DIA to City staff.

***Task 2.3 GIS Map Updates Task 2 in RFQ-4611-19-AP***

Kimley-Horn will request GIS data sets from the City needed to update the DIA and the Comprehensive Plan map series. If the City does not have the data required to update the map series, Kimley-Horn will request the data from Broward County. Parcel data with existing use and future land use will be required to update the series. The City shall provide all future land use changes by Ordinance since the most recent Comprehensive Plan update in a consolidated format, preferably in an excel table.

***Task 2.4 Community Wide Project Meeting #2 Task 4 in RFQ-4611-19-AP***

Kimley-Horn will hold a community wide public outreach meeting for two (2) hours in the evening on a weekday. This task also includes the preparation of the presentation material including the meeting agenda, PowerPoint, visual exhibits and polling if desired. Kimley-Horn will arrive one (1) hour early to set up for the agreed up on format of the meeting (i.e. open house, presentation, stations).

At this meeting, the Kimley-Horn team will discuss the preliminary findings from the data inventory and analysis, followed by a forum that allows for input from attendees. The information and knowledge collected at this meeting will inform the Comprehensive Plan rewrite and provide the Kimley-Horn Team with additional insight into the community's priorities and issues.

It is understood that the City shall be responsible for the meeting location arrangements, room setup and breakdown, and legal advertisements/public notices for all meetings.

One (1) meeting summary will be provided to City staff within one (1) week of the meeting. The City will be responsible for any virtual attendance option as well as the subsequent recording and transcription.

**Task 2.5 City Commissioner One-on-one Meetings Task 4 in RFQ-4611-19-AP**

Coordinate and attend meetings with each City Commissioner, six (6) meetings in total. The meetings should be scheduled on the same day or on two (2) consecutive days of the same week. These meetings will be attended with one Commissioner at a time to ensure compliance with Florida's broad Sunshine Laws. The meetings will be held at City Hall with at least one (1) City staff member included, or virtually if preferred. The purpose of the meetings will be to provide an update on the status of the project and to receive input on the comprehensive plan update.

**Task 3 - Comprehensive Plan Update and New Element**

Based on the amendment matrix and DIA, Kimley-Horn will create a draft update to the Comprehensive Plan's Goals, Objectives, and Policies upon City staff approval of the recommendations in the amendment matrix.

**Task 3.1 Update Goals, Objectives, and Policies Task 3 in RFQ-4611-19-AP**

The Goals, Objectives, and Policies of the following Elements will be amended to incorporate the community engagement input, address the amendment matrix and DIA recommendations, and establish a framework for the future of Hollywood through 2045.

- Land Use
- Transportation (add new Mobility GOPs)
- Housing
- Coastal
- Conservation
- Recreation and Open Space
- Utilities and Sub-elements
- Intergovernmental Coordination
- Capital Improvements (based on City's annual update)
- Historic Preservation
- Sustainability and Resiliency (New Element)
- Economic Development (New Element)

Kimley-Horn understands that the City desires to have a modern, updated Comprehensive Plan that is both intuitive and user-friendly with measurable Goals, Objectives, and Policies. Kimley-Horn will provide up to two (2) drafts of each element for City staff to review and provide comment. The elements will be delivered in up to three (3) groupings to ease the review process. City staff shall collect comments from each reviewer and provide one consolidated document to Kimley-Horn per element including all reviewer comments. Comments from the City shall be received within three (3) weeks of receipt of the deliverable.

Kimley-Horn will provide a third draft of each element to City Staff within 30 days of the last Community Wide Outreach Meeting #4 discussed in Task 3.2. Comments from the City shall be received within two (2) weeks of receipt of the third draft deliverable. Kimley-Horn will revise the elements as applicable and provide one (1) final draft of each element to City staff for use as the exhibit within the staff reports.

Following completion of the final draft 2045 Comprehensive Plan, the updated document will be made available online for public review and input. Kimley-Horn will ensure that the document is ADA accessible. The City shall be responsible for posting the document(s) to the City's website and collecting and delivering input in a consolidated format that they would like Kimley-Horn to consider in the update before the submittal to the BCPC.



***Task 3.2 Community Wide Outreach Meetings #3 and #4 Task 4 in RFQ-4611-19-AP***

The Kimley-Horn Team will present the draft Comprehensive Plan over two (2) Community Wide Outreach Meetings for two (2) hours in the evening on a weekday with a virtual option if preferred.

These meetings will be in person and will cover two groupings of the updated elements (for example, Outreach Meeting #3 may include Future Land Use, Transportation, Housing, and Historical Preservation; Outreach Meeting #4 may include Recreation and Open Space, Coastal, Conservation, Utilities, and Intergovernmental Coordination).

This task also includes the preparation of the presentation material including the meeting agenda, PowerPoint, visual exhibits. Kimley-Horn will arrive one (1) hour early to set up for the agreed up on format of the meeting (i.e. open house, presentation, stations).

It is understood that the City shall be responsible for the meeting location arrangements and legal advertisements/public notices for all meetings as well as any virtual attendance option, recording and transcription.

**Task 4 - Final Comprehensive Plan Adoption Task 5 in RFQ-4611-19-AP*****Task 4.1 Final Plan Recommendation and Transmittal Task 5 in RFQ-4611-19-AP***

After the Plan has been reviewed by City staff and comments addressed, Kimley-Horn will attend and present the new 2045 Comprehensive Plan at the following meetings:

**Broward County Planning Council:** Kimley-Horn will submit the draft amendment to the Future Land Use Element and any Future Land Use map changes to the Planning Council for review and input. Any input received will be addressed in one (1) update to the draft elements.

**Planning & Zoning Board / Local Planning Agency:** Kimley-Horn will present the draft Comprehensive Plan to the Planning & Zoning Board at an advertised public hearing. Any input received will be added to the memorandum, to be presented to the City Commission.

**City Commission Transmittal:** Kimley-Horn will present the draft Comprehensive Plan to the City Commission at the transmittal hearing. Kimley-Horn will transmit the Comprehensive Plan update to the DEO. Based on our assessment, the Plan will be reviewed by State agencies through the expedited review process, which provides for a 30-day review period. Following the review period, agencies will provide comments to the City directly.

***Task 4.2. Agency Comments Task 5 in RFQ-4611-19-AP***

Kimley-Horn will update the draft Comprehensive Plan one (1) time to incorporate comments received from State agencies as may be appropriate and at the City's discretion. A call will be scheduled with DEO after comments are received to clarify and confirm the information within their correspondence if found necessary.

***Task 4.3 City Commission Adoption Task 5 in RFQ-4611-19-AP***

Kimley-Horn will present the draft Comprehensive Plan one (1) time to the City Commission at the adoption hearing.

***Task 4.4 Broward County Planning Council Future Land Use Chapter Recertification Task***

*5 in RFQ-4611-19-AP*

Kimley-Horn will participate in one (1) Public Hearing before the Broward County Planning Council for the recertification of the Future Land Use plan in accordance with Broward County's Comprehensive Plan requirements.

**Task 4.5 Final Deliverable** *Task 5 in RFQ-4611-19-AP*

Kimley-Horn will provide City staff a digital copy with print-ready graphics in an accessible pdf format. The digital copy shall not be protected or prevent future editing. All GIS maps and data (shapefiles) used to create the maps will be provided to the City.

**Task 5 – Targeted Group Meeting** *Task 4 in RFQ-4611-19-AP*

Prepare for and attend up to (8) in-person or virtual meetings with an Advisory Board, Committee, or Targeted Stakeholder Group to present and facilitate input on the Comprehensive Plan for two (2) hours in the evening on a weekday. This presentation will be in addition to the presentations discussed in the tasks of this scope. City staff will be responsible for securing the time and place of the meeting, providing the virtual attendance option, recording and transcription, as well as the required legal advertising of the meeting if it is required to be advertised. Any input received will be added to the memorandum, to be presented to the City Commission. The City shall notify Kimley-Horn at least 30 days in advance of each requested meeting for adequate planning and assurance of availability.

**Schedule**

We will provide our services as expeditiously as practicable once the Client provides a notice to proceed consistent with the agreed upon schedule.

**Fee And Billing**

Kimley-Horn will perform the services in Tasks 1 - 5 on a labor fee plus expense basis with the maximum labor fee shown below.

<b>Task</b>	<b>Amount</b>
1. Project Kickoff and Plan Analysis	\$100,000
2. Data Collection and DIA Update	\$100,000
3. Comprehensive Plan Update + New Elements	\$140,000
4. Final Comprehensive Plan Adoption	\$80,000
5. Targeted Group Meetings	\$80,000
<b>Maximum Labor Fee</b>	<b>\$500,000</b>

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees and other direct expenses will be billed at 1.15 times cost. Travel expenses for meeting attendance, such as car rental, air travel, lodging and fuel, will be billed directly and will not exceed \$10,000 unless approved by the Client. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project



related computer time, and local mileage. Administrative time related to the project may be billed hourly. All application and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

### **Closure**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the ***City of Hollywood***.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_\_ Please copy \_\_\_\_\_

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

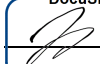
KIMLEY-HORN AND ASSOCIATES, INC.




Richard Barr, AICP  
Senior Vice President



Alessandria Palmer  
Associate

**THE CITY OF HOLLYWOOD**SIGNED:  \_\_\_\_\_PRINTED NAME: Josh LevyTITLE: MayorDATE: 10/19/2023

APPROVED AS TO FORM:

DocuSigned by:  
 \_\_\_\_\_  
DOUGLAS R. GONZALES

DS  
DH  
10/18/2023  
DATE

Client's Federal Tax ID: \_\_\_\_\_  
Client's Business License No.: \_\_\_\_\_  
Client's Street Address: \_\_\_\_\_  
\_\_\_\_\_

Attachment – Request for Information  
Attachment – Standard Provisions

ATTEST:

DS



DocuSigned by:

PATRICIA A. CERNY, MMC CITY  
CLERKDATE: 10/19/2023

KIMLEY-HORN AND ASSOCIATES, INC.  
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
  - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's

electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable

rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
  - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(20) PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

## **CITY'S TERMS AND CONDITIONS**

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Client) and Kimley-Horn and Associates, Inc., (referred to as Consultant).

### **MODIFICATIONS**

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Client unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon Client unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

### **ASSIGNMENT**

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

### **EXCUSABLE DELAYS**

The Client may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Client and is due to causes beyond the control of Consultant. Such grant must be in writing and made part of the order.

### **DEFAULT**

In the event of default by the Consultant, Client may procure the articles or services covered by this order from other sources and hold Consultant responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

### **INVOICING**

Consultant must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

### **TAX**

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Consultants doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Consultant be authorized to use the City Tax Exemption Number in securing such materials.

### **RESPONSIBILITY**

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

### **ACCEPTANCE**

Consultant's acceptance of this order will be presumed unless Consultant acknowledges exception, in writing, to Client within ten (10) calendar days after date of order.

### **INSPECTION**

All Services provided on this order are subject to review upon receipt by a representative of the Client. All rejected Services shall remain the property of the Consultant and will be returned at the Consultant's expense.

### **QUANTITIES**

Quantities specified in the order cannot be changed without Client approval.

### **PAYMENT CHANGES**

Payments will be made only to the company and address as set forth on order unless the Consultant has requested a change thereto on official company letterhead, signed by an authorized officer of the company.



**ANTI-DISCRIMINATION**

Consultants doing business with the Client are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

**UNIFORM COMMERCIAL CODE**

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

**LEGAL RESPONSIBILITY**

By accepting this order, Consultant understands and agrees that the services to be rendered shall be performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Consultant shall in no way be a cause for relief from responsibility.

**LIABILITY - COPYRIGHT/PATENT/TRADEMARK**

Consultant shall save and hold harmless Client, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Client or used in the performance of this order.

**INDEMNIFICATION**

Consultant shall indemnify and hold harmless Client, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant, its officers, employees, agents, subcontractors or assignees in the performance of services under this Purchase Order.

**REPRESENTATIVE**

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

**PUBLICITY**

No endorsement by the City of the product and/or service will be used by Consultant in any way, manner or form in product literature or advertising.

**INSURANCE**

The Consultant of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 Professional liability limits and must list the City as an additional insured of this coverage. The Consultant must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

RESOLUTION NO. R-2023-198

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE AN UPDATE TO THE CITY'S COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED \$500,000.00.

WHEREAS, in accordance with Chapter 163, Florida Statutes, the City adopted its Comprehensive Plan; and

WHEREAS, Broward County has completed Broward Next, which was originally adopted on April 25, 2017, and its amendments, adopted through March 14, 2023, require the City to update its Comprehensive Plan to be consistent with the County's Comprehensive Plan; and

WHEREAS, in order to be consistent with state law requirements and Broward Next, the City must update its Comprehensive Plan, and City staff has determined that it is necessary to retain a consultant to update the plan; and

WHEREAS, on February 19, 2020, the City Commission passed and adopted Resolution No. R-2020-049 authorizing appropriate City officials to negotiate an agreement with the highest ranked firm, Ecosistema Urbano, LLC, to provide an update to the City's Comprehensive Plan for consideration by the City Commission at a later date; and

WHEREAS, the appropriate City officials requested a proposal from Ecosistema Urbano, LLC; and

WHEREAS, Development Services staff successfully negotiated and executed an agreement with Ecosistema Urbano, LLC; and

WHEREAS, delays in the project and other considerations resulted in the termination of Ecosistema Urbano, LLC's contract in November 2022; and

WHEREAS, Development Services determined that the most advantageous selection method for a new consultant would be to contact and select a firm from the previous ranking of the Comprehensive Plan Request For Quotes (RFQ-4611-19-AP); and

WHEREAS, the second ranked firm, KCI Technologies Inc., declined the assignment due to capacity issues; and

WHEREAS, Kimley-Horn and Associates, Inc. (Kimley-Horn), ranked third, submitted a revised proposal in April 2023 ("Proposal"); and

WHEREAS, the Department of Development Services staff recommends that the City Commission approve and authorize the appropriate City officials to execute a contract with Kimley-Horn and Associates, Inc., in accordance with Kimley-Horn's Proposal to the City's RFQ, for the Comprehensive Plan update, and be compensated for such services in an amount not to exceed \$500,000.00; and

WHEREAS, a portion of the funding for this agreement has been appropriated and exists in account number 117.140401.51500.531170.001439.000.000, and there is a companion resolution (budget amendment) that will allocate the remainder of the funding in account number 442.400401.53600.531170.000000.000.000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

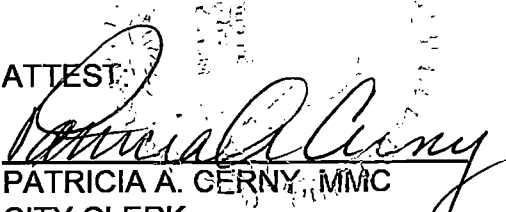
Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of an agreement with Kimley-Horn and Associates, Inc. in accordance with the Proposal to the City's RFQ, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 5 day of July, 2023

ATTEST:

  
PATRICIA A. CERNY, MMC  
CITY CLERK

APPROVED AS TO FORM:

  
DOUGLAS R. GONZALES  
CITY ATTORNEY

  
JOSH LEVY, MAYOR

# Kimley»»Horn

March 8, 2023

Ms. Andria Wingett  
Assistant Director Development Services  
City of Hollywood  
2600 Hollywood Blvd.  
Hollywood, Florida 33022

Re: City of Hollywood – Property Rights Element (PRE)

Dear Ms. Wingett:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Hollywood, Florida ("Client" or "City") for providing services related to the Property Rights Element of the Comprehensive Plan.

## Project Understanding

The City submitted their Evaluation and Appraisal (EAR) Notification Letter to the Florida Department of Economic Opportunity (DEO) dated January 31, 2022 notifying DEO that the City has determined amendments to their Comprehensive Plan are necessary. In response to the EAR letter, the Florida Department of Economic Opportunity (DEO) has advised the City that the proposed Comprehensive Plan amendments should be transmitted to DEO by February 1, 2023, otherwise the City will be prohibited from conducting any Comprehensive Plan amendments until it is completed.

As part of the EAR based amendments, the City is required to submit a new Property Rights Element (PRE). Section 163.3177 of Florida ss., and in accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3), requires for each local government to include in its Comprehensive Plan a PRE to ensure that private property rights are considered in local decision making.

The City has not submitted the EAR or EAR based amendments at this time. DEO has therefore notified the City that amendments to the Comprehensive Plan are prohibited until the EAR based amendment is proposed and the PRE is adopted. The City requires immediate assistance with drafting and transmittal specifically for the PRE; no other amendments or Element updates are proposed as part of this Agreement.

## **Scope of Services**

### **Task 1 – Project Kickoff and Meetings**

Kimley-Horn understands that the primary point of contact from the City will be the Development Services staff ("City staff"). Kimley-Horn will meet with the Client one (1) time virtually as a Project Kick-off and team introduction and to identify data and information needed to perform the drafting of the PRE. At this meeting, project organization and staff coordination procedures will be established.

Kimley-Horn will schedule a project progress call once a month with the Client until delivery of the final tasks in this scope, not to exceed six (6) calls up to 30 minutes each. The purpose of the calls will be to review the work assignment, provide project status, and additional needs through the end of this assignment. These calls will occur virtually, and it is assumed that one (1) Kimley-Horn team member will participate in each progress call.

### **Task 2 – Property Rights Element**

Kimley-Horn will draft Goals, Objectives, and Policies for the new Property Rights Element (PRE) to address Section 163.3177 of Florida State Statute requirements. Kimley-Horn will provide one (1) draft of the new element for Client review and comment. The Client should collect comments from each reviewer and provide one consolidated set of comments or mark-up within two (2) weeks of receipt of the deliverable. Kimley-Horn will revise the element as one (1) time based on consolidated comments and provide one (1) final draft of the PRE to the Client. The Client shall be responsible for posting the PRE to the City's website.

### **Task 3 - Transmittal and Adoption**

#### ***Task 3.1 Transmittal Meetings***

After the PRE has been reviewed by the Client, Kimley-Horn will attend and present the draft PRE at the following meetings:

**Local Planning Agency:** Kimley-Horn will present the draft PRE to the Local Planning Agency at an advertised public hearing. Input received will be added to the memorandum, to be presented to the City Commission.

**City Commission Transmittal:** Kimley-Horn will present the draft PRE to the City Commission at the transmittal hearing.

#### ***Task 3.2 Transmittal to DEO***

Kimley-Horn will assist the City to transmit the PRE to DEO via email or their electronic portal system. As requested by DEO, the transmittal cover letter will refer to the transmittal as an EAR-Based Amendment and will request State Coordinated Review. Based on our assessment, the Plan will be reviewed by State agencies through the expedited review process, which provides for a 30-day review period. Following the review period, agencies will provide comments to the City directly.

Kimley-Horn will update the draft PRE one (1) time to incorporate comments received from State

agencies as may be appropriate and at the City's discretion. One (1) call will be scheduled with DEO after comments are received to clarify and confirm the information within their correspondence, if found necessary.

Please note this task does not include transmittal to, or coordination with, the Broward County Planning Council as the PRE should not require their review or recertification.

### ***Task 3.3 City Commission Adoption***

Kimley-Horn will present the PRE at one (1) City Commission hearing for the adoption of the new PRE.

### ***Task 3.4 Final Deliverable***

Kimley-Horn will provide City staff a digital copy in an ADA compliant pdf format. The digital copy shall not be protected or prevent future editing.

### **Task 4 – Additional Services**

Any services not specifically provided for in the above scope, as well as any changes in the scope you request, will be considered additional services and will be performed at our then-current hourly rates as we agree prior to their performance.

### **Schedule**

We will provide our services as expeditiously as practicable once the Client provides a notice to proceed consistent with the agreed upon schedule. A tentative schedule has been listed below.

02/27/23 – Contract executed  
 03/06/23 – PRE draft delivered to client  
 03/10/23 – Comments delivered to consultant  
 03/17/23 – PRE updated and delivered to client  
 04/11/23 – Planning Board Recommendation Hearing  
 05/17/23 – City Commission Transmittal Hearing  
 05/19/23 – Transmit to DEO  
 06/19/23 – 30-day DEO review complete  
 07/05/23 – City Commission Adoption (assuming enough time for public notice)

### **Fee and Billing**

Kimley-Horn will perform the services in Tasks 1 - 3 on a labor fee plus expense basis with the maximum labor fee shown below.

<b>Task</b>	<b>Hours</b>	<b>Amount</b>
Project Kickoff and Meetings	5	\$1,200
Property Rights Element	12	\$3,000
Transmittal and Adoption (includes 3 hearings)	40	\$10,000
<b>Maximum Labor Fee</b>	<b>57</b>	<b>\$14,200</b>
4. Additional Services	TBD	Hourly



Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees and other direct expenses will be billed at 1.15 times cost. Travel expenses for meeting attendance, such as car rental, air travel, lodging and fuel, will be billed directly and will not exceed \$3,000 unless approved by the Client. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All application and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

#### **Closure**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached City and Consultant Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the ***City of Hollywood***.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_\_ Please copy \_\_\_\_\_

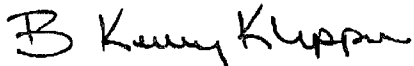
If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

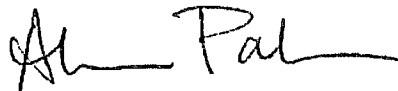
We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



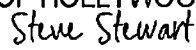
B. Kelley Klepper, AICP  
Vice-President



Alessandria Palmer  
Project Manager

THE CITY OF HOLLYWOOD

SIGNED:



PRINTED NAME:

Steve Stewart

TITLE: Director / Chief Procurement Officer

DATE: 3/27/2023

APPROVED AS TO FORM:

 3/28/2023

DOUGLAS R. GONZALES  
CITY ATTORNEY

Client's Federal Tax ID: \_\_\_\_\_

Client's Business License No.: \_\_\_\_\_

Client's Street Address: \_\_\_\_\_

Attachment – Request for Information

Attachment – Consultant and City Standard Provisions

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**MODIFIED PROVISIONS**

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
  - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
  - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
  - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - d. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.
- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance

of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.

- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services satisfactorily rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

- 16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(19) PURSUANT TO FS 558.0035, EMPLOYEES OF  
CONSULTANT MAY NOT BE HELD INDIVIDUALLY  
LIABLE FOR DAMAGES RESULTING FROM  
NEGLIGENCE UNDER THIS AGREEMENT.

## CITY'S TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Client) and Kimley-Horn and Associates, Inc., (referred to as Consultant).

### **MODIFICATIONS**

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Client unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon Client unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

### **ASSIGNMENT**

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

### **EXCUSABLE DELAYS**

The Client may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Client and is due to causes beyond the control of Consultant. Such grant must be in writing and made part of the order.

### **DEFAULT**

In the event of default by the Consultant, Client may procure the articles or services covered by this order from other sources and hold the Consultant responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

### **INVOICING**

Consultant must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

### **TAX**

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Consultants doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Consultant be authorized to use the City Tax Exemption Number in securing such materials.

### **RESPONSIBILITY**

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

### **ACCEPTANCE**

Consultant's acceptance of this order will be presumed unless Consultant acknowledges exception, in writing, to Client within ten (10) calendar days after date of order.

### **INSPECTION**

All Services provided on this order are subject to review upon receipt by a representative of the Client. All rejected Services shall remain the property of the Consultant and will be returned at the Consultant's expense.

### **QUANTITIES**

Quantities specified in the order cannot be changed without Client approval.

### **PAYMENT CHANGES**

Payments will be made only to the company and address as set forth on order unless the Consultant has requested a change thereto on official company letterhead, signed by an authorized officer of the company.



**ANTI-DISCRIMINATION**

Consultants doing business with the Client are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

**UNIFORM COMMERCIAL CODE**

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

**LEGAL RESPONSIBILITY**

By accepting this order, Consultant understands and agrees that the services to be rendered shall be performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Consultant shall in no way be a cause for relief from responsibility.

**LIABILITY - COPYRIGHT/PATENT/TRADEMARK**

Consultant shall save and hold harmless Client, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Client or used in the performance of this order.

**INDEMNIFICATION**

Consultant shall indemnify and hold harmless Client, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant, its officers, employees, agents, subcontractors or assignees in the performance of services under this Purchase Order.

**REPRESENTATIVE**

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

**PUBLICITY**

No endorsement by the City of the product and/or service will be used by Consultant in any way, manner or form in product literature or advertising.

**INSURANCE**

The Consultant of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 Professional liability limits and must list the City as an additional insured of this coverage. The Consultant must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	<b>CONTACT</b> NAME: Jerry Noyola PHONE (A/C. No. Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com FAX (A/C. No): 7702207699														
<b>INSURED</b> Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: National Union Fire Ins Co of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER B: Allied World Assurance Co (U.S.) Inc.</td> <td>19489</td> </tr> <tr> <td>INSURER C: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D: Lloyd's of London</td> <td>85202</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co of Pittsburg	19445	INSURER B: Allied World Assurance Co (U.S.) Inc.	19489	INSURER C: New Hampshire Insurance Company	23841	INSURER D: Lloyd's of London	85202	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 1500063453**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268169	4/1/2023	4/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 CA2970071	4/1/2023 4/1/2023	4/1/2024 4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2023	4/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2304949	4/1/2023	4/1/2024	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: KHA Project #044241067 - HOLLYWOOD PRE; Ari Palmer. The City of Hollywood is named as an Additional Insured with respects to General & Automobile Liability where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Hollywood  
 2600 Hollywood Blvd.  
 Hollywood FL 33020

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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