

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: March 9, 2017

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Proposed Locally Funded Agreement between the Florida Dept. of Transportation, and the City of Hollywood for funding of certain improvements related to the Complete Streets project (Johnson Street from East of North 31st Avenue to North 8th Avenue.

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Dept. of Development Services/Engineering
- 2) Type of Agreement – Locally Funded Agreement
- 3) Method of Procurement (RFP, bid, etc.) – Initially MPO Grant. Section 38.40(C)(7) of the Hollywood Code of Ordinances provides that purchases of, and contracts for, supplies or contractual services, when the Commission declares **by a 5/7ths vote** that competitive bidding and competitive proposals are not **in the best interest** of the City, are exempt from the competitive bidding and competitive proposal requirements of the Purchasing Ordinance;
- 4) Term of Contract
 - a) initial – Agreement will continue to remain in effect and binding until the maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any documents are completed as evidenced by the written acceptance of FDOT, or June 30, 2020 whichever occurs first.
 - b) renewal - n/a
 - c) who exercises option to renew - n/a
- 5) Contract Amount – Within 30 days of execution of the Agreement, the City will furnish to FDOT the amount of \$319,453.00 and said funds will be directly deposited in an escrow account held by the Florida Dept. of Financial Services.
- 6) Termination rights – Failure to remit funding within the 30 days will result in termination of the Agreement and the project will not be constructed.
- 7) Indemnity/Insurance Requirements – none

TERM SHEET LOCALLY FUNDED AGREEMENT BETWEEN FDOT AND THE CITY
RELATED TO THE COMPLETE STREET PROJECTS FOR JOHNSON STREET FROM
EAST OF NORTH 31ST AVENUE TO NORTH 8TH AVENUE

8) Scope of Services – FDOT will make certain improvements in connection with FDOT's right-of-way services to be performed on Johnson Street from East of North 31st Avenue to North 8th Avenue.

9) City's prior experience with Vendor (if any) - Yes.

10) Other significant provisions – (a) In the event that the actual cost of the Project results in a decrease to the City's share of funding, the difference will be refunded or applied to future phases as mutually agreed upon by the parties; (b) In the event that the actual cost of the Project results in a sum greater than that paid by the City, then such sum shall be the sole responsibility of the City and the City shall pay such to FDOT (See Paragraphs C., D. E., F. and G.)

cc: Wazir A. Ishmael, Ph.D., City Manager