

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** May 22, 2017
FROM: Alan Fallik, Acting City Attorney
SUBJECT: Proposed Professional Services Agreement for Consulting Services for Surveying and Mapping with four (4) highest ranked firms

I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Development Services
- 2) Type of Agreement – Professional Services Agreement for Consulting Services for Surveying and Mapping
- 3) Method of Procurement (RFP, bid, etc.) – Consultants Competitive Negotiation Act, Florida Statute 287.055
- 4) Term of Contract
 - a) initial – Three years
 - b) renewals (if any) – Two additional one-year terms
 - c) who exercises option to renew – Mutual agreement of the parties
- 5) Contract Amount – Cumulative amount for fees by each consultant not to exceed \$350,000.00
- 6) Termination Rights – The City has the right to terminate the Agreement for any reason or no reason, upon seven days' written notice. Upon termination of the Agreement, all charts, sketches, studies, drawings, and other documents related to work authorized under this Agreement, whether finished or not, must be turned over to the City. The Consultant shall be paid in accordance with Section 6.04, provided that said documentation be turned over to City within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due.

The Consultant shall have the right to terminate this agreement, in writing, following breach by the City, if breach of contract has not been corrected within sixty (60) days from the date of the City's receipt of a statement from Consultant specifying its breach of its duties under this agreement.

- 7) Indemnity/Insurance Requirements – The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Contract. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed in any way to affect the sovereign immunity of the CITY or the rights of the CITY as set forth in Florida Statutes 768.28, as amended from time to time. The Consultant shall comply with applicable City insurance requirements.
 - 8) Scope of Services – Consultant shall provide Consulting Services for Surveying and Mapping.
 - 9) Other Significant Provisions – n/a
- cc: Dr. Wazir Ishmael, City Manager