

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** December 11, 2023

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Amendment Number One to the Maintenance Memorandum of Agreement No. 20190313 with the Florida Department of Transportation Adding Three Proposed Pedestrian Traffic Signals from Nebraska to Scott Street.

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

- 1) **Department/Division involved** – Design and Construction Management, Public Works
- 2) **Type of Agreement** – Maintenance Memorandum of Agreement
- 3) **Method of Procurement** (RFP, bid, etc.) – n/a
- 4) **Term of Contract:**
 - a) initial – The term of the Agreement shall remain in effect for as long as the improvements shall exist.
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) **Contract Amount** – n/a
- 6) **Termination Rights** –
 - A. By the FDOT, if the City fails to perform its duties under this Agreement, following ten (10) days written notice. The City shall reimburse the FDOT for any expenditures for the installation of said improvements and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
 - B. By the FDOT, for refusal by the City to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the City in conjunction with this Agreement.
 - C. By the FDOT with a six (6) month written notice.
- 7) **Indemnity/Insurance Requirements** – With respect to any of the City's agents, consultants, sub- consultants, contractors, and/ or sub-

contractors, such party in any contract for the IMPROVEMENTS shall agree to indemnify, defend, save and hold harmless the FDOT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/ or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/ or subcontractors. The City shall provide to the FDOT written evidence of the foregoing upon the request of the FDOT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the FDOT for its own negligence.

- 8) **Scope of Services** – an amendment to the existing Agreement is required to be approved and executed by the City Commission for FDOT to approve and issue a permit for the three proposed traffic signals with the color upgrade. FDOT will approve the upgraded color finish on the pole and mast arm if the expense to maintain the pole and mast arm assemblies is borne by the City. The City and the CRA have agreed that the CRA will provide for the maintenance of the painted pole and mast arm assemblies.
- 9) Other Significant Provisions: n/a

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