

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** 9/29/25

FROM: Damaris Henlon, City Attorney

SUBJECT: Proposed Agreement with Broward County for the Access and Use of City Property for the Shore Protection Project, Segment III.

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

- 1) Department/Division involved – Department of Construction and Design Management
- 2) Type of Agreement – Interlocal Access and Use Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract:
 - a) initial – when agreement fully executed to 11/1/2023 or when beach tilling is completed, whichever occurs first
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – n/a
- 6) Termination Rights –

Termination. This Agreement may be terminated:

- a. By either Party, with or without cause, with at least sixty (60) calendar days advance written notice to the other Party. The Parties acknowledge that they have received good, valuable, and sufficient consideration for County's or City's right to terminate this Agreement for convenience including in the form of County's or City's obligation to provide advance notice to the County or City of such termination in accordance with this section.
- b. For cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience in accordance with Section 5(c).

- c. By the Broward County Administrator ("County Administrator") upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

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

In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to City's failure to comply with any term(s) of this Agreement.

7) Indemnity/Insurance Requirements –

Insurance. The Parties are entities subject to Section 768.28, Florida Statutes. County will maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. Upon request, County shall provide written verification of liability protection in accordance with state law. Prior to any County contractor, subcontractor, or consultant using the Property, County shall require such contractor, subcontractor, or consultant to provide insurance coverage with minimum limits of coverage as required by County's Risk Management Division, and naming County and City as additional insureds on the commercial general liability and business automobile liability policies.

Governmental Immunity and Liability. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law. County will include indemnification language, substantially in the form below, in all contracts whereby County allows a party to access the Property pursuant to this Agreement:

Contractor shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend County and City, or their officers, agents, servants, and employees (collectively and individually "Indemnified Party") from and against any and all

causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against an Indemnified Party by reason of any such claim, cause of action, or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County and City. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

8) Scope of Contract—

Grant of Access. City hereby grants unto County, its contractors, subcontractors, consultants, and employees access on, over, across, and through the Property to perform Segment III project activities as well as inspection and monitoring of the same and any incidental uses necessary thereto, during the term of this Agreement, as hereinafter described. Specifically, the County is authorized to facilitate the Segment III project defined in Exhibit A. County and its contractors, subcontractors, consultants, and employees are authorized to access the beach at the beach access points designated in Exhibit A and marked on the accompanying map. Finally, County and its contractors, subcontractors, consultants, and employees may stage and store equipment and vehicles overnight at the staging locations described and indicated on the map in Exhibit A.

9) Other Significant Provisions:

Obligation to Restore. City will continue to be responsible for regular maintenance of the Segment III SPP, including, but not limited to, trash pickup, mechanical beach cleaning, and dune maintenance. However, if the Property or any property located thereon is damaged by County or County's contractors, subcontractors, consultants, or employees as a result of their entry upon or use of the Property, County shall, at its expense, promptly and with due

diligence restore and repair the damaged portion(s) of the Property or property located thereon to the same condition as existed prior to County's use of the Property.

Community Outreach. The County and City will work collaboratively to develop a community outreach plan, including, but not limited to, public presentations, project updates, and notices to businesses and residents regarding project scope, schedule, and logistics for those areas impacted by the project.

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