

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

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

**FROM:** Damaris Henlon, City Attorney

**SUBJECT:** Proposed Temporary Access Agreement for Beach Renourishment  
By the Property Owner of 501 South Surf Road on Hollywood  
Beach.

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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 – Temporary Access Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract:
  - a) initial – when agreement fully executed to 11/1/27 or when the sand placement 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 at least sixty (60) calendar days advance written notice to the other Party.

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 City erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience in accordance with Section 7.

Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the City Manager 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, City 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 City due to Owner's failure to comply with any term(s) of this Agreement.

Termination. This Agreement may be terminated with or without cause, by either Party with at least sixty (60) calendar days advance written notice to the other Party. Notice of termination shall be provided in accordance with the "Notice" section of this Agreement.

## 7) Indemnity/Insurance Requirements –

8. Insurance. Prior to any of the Owner's contractor, subcontractor, or consultant using the City's Property, Owner shall require such contractor, subcontractor, or consultant to provide insurance coverage with minimum limits of coverage indicated below:

Such policy shall be issued by companies authorized to do business in the State of Florida, with an AM Best financial rating of A- or better.

Commercial General Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. The City of Hollywood shall be named as an additional insured in the Descriptions of Operations box.

Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. The City of Hollywood shall be named as an additional insured in the Descriptions of Operations box.

Workers' Compensation insurance coverage in compliance with Florida Statutes. Policy shall include employers' liability with minimum limits of  
\$500,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$500,000 Bodily Injury by Disease, each employee

Applicant's contractor shall furnish to the City, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above.

Coverage is not to cease and is to remain in full force and effect until all performance required of Applicant's contractor is completed.

The City of Hollywood must be the certificate holder per the following format:  
City of Hollywood (nothing else on this line)  
Design and Construction Management  
2207 Raleigh Street  
Hollywood FL 33022 USA

9. Governmental Immunity and Liability. Owner shall at all times hereafter indemnify, hold harmless the City and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend 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, Owner, its employees, agents, contractors, subcontractors, consultants, workers, 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, Owner shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's

option, pay for an attorney selected by City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

8) Scope of Contract—

2. Grant of Access. City hereby grants unto Owner, its contractors, subcontractors, consultants, and employees access on, over, across, and through the City's Property to perform sand placement as represented in Exhibit A and subject to final approval from the

Florida Department of Environmental Protection, City's project manager and designated Coastal Engineer.

9) Other Significant Provisions: N/a

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