

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** January 4, 2022

**FROM:** Douglas R. Gonzales, City Attorney

**SUBJECT:** Proposed Maintenance Memorandum of Agreement with Florida Dept. of Transportation regarding the construction of decorative lighting improvements on State Road 5/US1 from Pembroke Park to Sheridan Street

---

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 Design, Construction and Management
- 2) Type of Agreement – Memorandum
- 3) Method of Procurement (RFP, bid, etc.) –n/a
- 4) Term of Contract:
  - a) initial – commences upon execution and remains in effect as long as improvements exists.
  - b) renewals (if any) – n/a
  - c) who exercises option to renew- n/a
- 5) Contract Amount – The City will be required to establish a contingency account to pay for any project costs determined to be federal aid non-participating. The City will also be responsible for the ongoing maintenance costs.
- 6) Indemnity/Insurance Requirements – City shall indemnify FDOT as set forth in Paragraph 9 of the Agreement.
- 7) Termination – FDOT has right to terminate pursuant to Paragraph 7 of the Agreement.
- 8) Scope of Services – FDOT will construct decorative lighting along State Road from State Road 824 Pembroke Road to intersection at the south end of Young Circle; and along SR 5 from the intersection at the north end of Young Circle to SR 822/Sheridan Street to Young Circle and Tyler Street. The project includes retrofitting of existing high pressure sodium decorative lighting pole fixtures to be replaced with decorative LED fixtures within the entire project limits.

- 9) Other Significant Provisions: (a) City shall be liable for damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring because of maintenance and operations of improvements and shall repair such damages to the satisfaction of FDOT at no expense to FDOT; and (b) City shall replace structures if destroyed in an accident by a third party.

cc: Dr. Wazir Ishmael, City Manager