

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** 12/2/25

FROM: Damaris Henlon, City Attorney

SUBJECT: Proposed Site Access Agreement with Broward County for Light Pole Maintenance Adjacent to Hollywood North Beach Park.

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 and Construction Management
- 2) Type of Agreement – Site Access Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract:
 - a) initial – 6 months after Effective Date
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – n/a
- 6) Termination Rights –
 3. Termination. If Licensee or any Subcontractor violates any term of this Agreement, County (through the Contract Administrator or their designee) may immediately terminate this Agreement by providing Licensee with verbal notice that is promptly confirmed in writing in accordance with the “Notices” section of this Agreement. This Agreement may also be terminated for convenience by either Licensee or the Contract Administrator by providing at least fifteen (15) calendar days’ prior written notice of intent to terminate, in accordance with the “Notices” section of this Agreement. If this Agreement is terminated for any reason, Licensee must restore the Property to the condition it was in prior to the Project before the effective termination date, unless the Contract Administrator expressly extends the time for completing the restoration in advance and in writing.
- 7) Indemnity/Insurance Requirements –

8. Release. Licensee shall hold harmless County and all of County's current, past, and future officers, agents, and employees from for any claims by third parties arising out of or relating to any breach of this Agreement by Licensee, or any intentional, reckless, or negligent act or omission of Licensee or any Subcontractor, or any of their officers, employees, or agents, arising from, relating to, or in connection with this Agreement. The obligations of this section shall survive the expiration or earlier termination of this Agreement. Each Party is responsible for personal injury and property damage attributable to the negligent acts or omissions of that Party, its officers, employees, or agents in accordance with Applicable Law (as defined in Section 11). Nothing contained herein shall be construed or interpreted as denying to any Party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity beyond the waiver provided for in Section 768.28, Florida Statutes, including as may be amended.

9. Indemnification. Licensee shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Licensee, or any intentional, reckless, or negligent act or omission of Licensee, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement

10. Insurance. Licensee is a municipal corporation subject to Section 768.28, Florida Statutes, and Licensee shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. In the event Licensee contracts with a Subcontractor to work on the Project, Licensee shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each of Subcontractor's exposure based on the work provided by that Subcontractor. Licensee must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Licensee shall not permit any Subcontractor to work on the Project until the insurance requirements of the Subcontractor under this section are met. If requested by County, Licensee shall furnish evidence of insurance of all such Subcontractors. County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits or types of coverage required therein from time to time throughout the Term.

8) Scope of Services –

1. Grant of License for Limited Purpose. County hereby grants Licensee a nonexclusive, revocable license for Licensee and its Subcontractors (as defined in Section 2) to enter the area identified in Exhibit A (the "Property") for the limited purpose of performing work necessary to repair or replace light poles on the adjacent parcel owned by Licensee (Broward County Parcel ID 5142 12 02 0011, which is owned by Licensee) (the "Project"). The Project may include operating a crane, auger truck, or similar equipment to reach over the fence line to access the light poles; bringing vehicles, machinery and related equipment onto the Property; storing materials such as light poles and fixtures during the Project; and re-grading, resodding, or otherwise restoring any areas of the Property where ruts were left or use of the equipment created uneven surfaces in the turf. All work on the Project is to be paid for by Licensee. Entrance to the Park on weekends is subject to the standard entrance fee. If Licensee requests to perform the Project on a weekend, Licensee may request an entrance fee waiver from the senior manager of the Park in advance, which may be approved in County's sole discretion. For purposes of administering this Agreement, the Director of Broward County Parks and Recreation, or such other person designated by the Director of Broward County Parks and Recreation in writing, shall serve as County's contract administrator ("Contract Administrator").

9) Other Significant Provisions: n/a

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