

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: May 11, 2016

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Proposed Joint Participation Agreement with the Florida Dept. of Transportation for the installation of a control structure and flap gate on the FDOT 84-inch outfall pipe.

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Dept. of Public Utilities
- 2) Type of Agreement – Joint Participation Agreement for landscaping enhancements
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – Project must be completed on or before June 30, 2017.
 - b) renewal - n/a
 - c) who exercises option to renew - n/a
- 5) Contract Amount – In the amount of \$176,434.00.
- 6) Termination rights – This Agreement shall continue in effect and be binding on both parties until the Project is accepted in writing by FDOT's Project Manager as completed, or June 30, 2017 whichever occurs first.
- 7) Indemnity/Insurance Requirements – With respect to the City's agents, consultants, sub consultants, contractors, sub-contractors, and such party in any contract shall agree to indemnify FDOT. City must provide FDOT with evidence documenting such indemnification. This indemnification does not cover or indemnify FDOT for its own negligence.
- 8) Scope of Services – FDOT will reimburse funds to the City relating to the City's installation of a control structure and flap gate on the FDOT 84-inch outfall pipe.
- 9) City's prior experience with Vendor (if any) – Yes.

**FDOT JOINT PARTICIPATION AGREEMENT WITH FDOT FOR THE INSTALLATION OF
A CONTROL STRUCTURE AND FLAP GATE**

10) Other significant provisions – If FDOT fails to remit payment to City within 40 days after receipt of the invoice, an interest penalty will be due and payable to the City.

cc: Wazir A. Ishmael, Ph.D., City Manager