

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: September 12, 2018

FROM: Douglas R. Gonzales
City Attorney

SUBJECT: Proposed Memorandum of Agreement with FDOT for maintenance of bus shelter/bus benches and specific elements located along State Road 5/US1, just north of Coolidge Street

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 Development Services/Engineering Division
- 2) Type of Agreement – Maintenance Memorandum of Agreement
- 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 exist.
 - b) renewal - n/a
 - c) who exercises option to renew - n/a
- 5) Contract Amount – City will also be responsible for all ongoing maintenance related costs.
- 6) Termination rights – Yes with or without cause upon six months written notice.
- 7) Indemnity/Insurance Requirements – Yes (See Paragraph 3.B.).
- 8) Scope of Services – FDOT will construct the improvements set forth in Exhibits “C” and “D”.
- 9) City’s prior experience with Vendor (if any) – yes.
- 10) Other significant provisions – (a) City’s maintenance obligations shall comply with Federal and State standards set forth in Paragraph 3D. of the Agreement; (b) in the event it becomes necessary to provide utilities (electricity/water) to the improvements, costs associated with such utilities will be borne by the City; (c) the improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined by FDOT as necessary in order that the adjacent state road needs to be widened, altered or otherwise changed; (d) **City**

agrees to waive forum and venue and such will be determined by FDOT in which any dispute under this Agreement is decided.

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