

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: March 12, 2020

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed First Amendment to the Agreement with Broward County for installation and maintenance of Transit Shelters

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 Development Services/Engineering Division
- 2) Type of Agreement – First Amendment to Agreement (The original agreement was approved pursuant to Resolution No. R-2010-181).
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract:
 - a) initial – The term of the agreement was from the date it was fully executed by the parties until terminated by either party.
 - b) renewals (if any) – none
 - c) who exercises option to renew- n/a
- 5) Contract Amount – No cost to the City under this Agreement. There is a companion item for an agreement with Sunshine Media and under that agreement the negotiated maintenance cost for the new 52 added bus shelter facilities is \$125.00 per facility per month totaling \$78,000.00 annually.
- 6) Indemnity/Insurance Requirements – Based upon the original agreement, Indemnification is pursuant to Section 768.28, Florida Statutes. Indemnity is required from the City's contractor for maintenance of bus shelters. Insurance is also pursuant to Section 768.28, Florida Statutes and City's contractor must maintain insurance.
- 7) Termination – City and County may terminate for cause. County may terminate for convenience.
- 8) Scope of Services – The First Amendment is required for the purpose of installing an additional 54 new transit bus shelters and removal of two existing bus shelters.
- 9) Other Significant Provisions: n/a

cc: Dr. Wazir Ishmael, City Manager