

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** June 22, 2020

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Interlocal Agreement with Broward County for the City to oversee COVID-19 Enforcement of Broward County Emergency Order(s).

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/Code Compliance Division
- 2) Type of Agreement – Interlocal Agreement
- 3) Method of Procurement (RFP, bid, etc.) –n/a
- 4) Term of Contract:
 - a) initial – Commencing on June 1, 2020 (retroactive) and expires on February 28, 2021.
 - b) renewals (if any) – n/a
 - c) who exercises option to renew- n/a
- 5) Contract Amount – County shall reimburse the City a monthly payment in the amount of \$35,600 to the City for a total amount of \$249,200.00 for the seven month term. (**NOTE:** Pursuant to Section 2.4, If the County reasonably determines that, during any month, based on the complaints, the City is repeatedly failing to enforce any provision of the restrictions of the Emergency Order, City shall not be eligible for reimbursement of any portion of the invoiced amount for that month and, if previously paid by County, City shall be obligated to return such reimbursement in full).
- 6) Indemnity/Insurance Requirements – Parties agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law. City shall furnish County written verification of self-insurance coverage.
- 7) Termination – Either party may terminate upon 30 days' notice.
- 8) Scope of Services – City will be responsible through its Code Compliance Division to enforce the provisions of Broward County's Emergency Order and Section 8.56 of its Code of Ordinances within the City's boundaries. Enforcement shall meet the requirements set forth in Article 1 of the Interlocal Agreement.

Term Sheet continued for ILA with Broward County

- 9) Other Significant Provisions: The parties waive any rights to a trial by jury of any civil litigation related to this agreement.

cc: Dr. Wazir Ishmael, City Manager