

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** 6/26/26
FROM: Damaris Henlon, City Attorney
SUBJECT: Proposed Maintenance Agreement With BOZ Hollywood Bread Owner, LLC To Maintain The Landscape And Related Improvements within State Road 5 (S. Federal Highway/U.S. 1) And S. Young Circle Rights-Of-Way.

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 – Development Services
- 2) Type of Agreement – Maintenance Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract:
 - a) initial –

2. The Owner, its successors and assigns, agrees to maintain in perpetuity, unless otherwise terminated or modified pursuant to Paragraphs 5 and/or 10 of this Agreement, in accordance with the requirements of the MMOA Twentieth Amendment, the Additional Improvements within the FDOT Right-of-Way as shown and described on Exhibit “C” attached hereto and incorporated herein by reference.

- b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – n/a
- 6) Termination Rights –

9. This Agreement may be terminated by the City if the Owner fails to perform its duties under Paragraph 3, following the expiration of any applicable notice and/or cure period specified in Paragraph 4 hereof. This Agreement may also be modified or terminated by mutual consent of the Owner, its successor and assigns, and the City, which consent shall be evidenced in a written document recorded in the Public Records of Broward County, Florida.

- 7) Indemnity/Insurance Requirements –

8. Owner, its successors and assigns, and future property owners of the Property shall indemnify and hold harmless City and its officers and employees (the "Indemnitees") from all suits, actions, claims and liability arising solely out of the Owner's negligent performance of the work under this Agreement, or Owner's failure to maintain the Additional Improvements referenced herein in conformance with the standards described in Paragraph 4 above, provided that any such claim, damage, loss or expense is attributed to bodily injury, sickness, disease, personal injury or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom (collectively, the "**Claims**"). Notwithstanding the foregoing, Owner shall have no obligation to indemnify or hold harmless the Indemnitees with respect to any Claims to the extent resulting or arising from the gross negligence or willful misconduct of any Indemnitee or FDOT. Nothing in this Agreement shall be construed to limit the rights, privileges or immunities accorded to the City under the doctrine of sovereign immunity or as set forth in Florida Statutes Section 768.28.

8) Scope of Services –

2. The Owner, its successors and assigns, agrees to maintain in perpetuity, unless otherwise terminated or modified pursuant to Paragraphs 5 and/or 10 of this Agreement, in accordance with the requirements of the MMOA Twentieth Amendment, the Additional Improvements within the FDOT Right-of-Way as shown and described on Exhibit "C" attached hereto and incorporated herein by reference.

3. The Owner agrees to maintain such Additional Improvements with such maintenance to include, among other things, periodic trimming, cutting, litter pickup, fertilizing and necessary replanting of the landscaping and keeping the other improvements in good and safe order and condition as would be usual and customary for said type of Additional Improvements, all as described in the MMOA Twentieth Amendment. In the event that the Additional Improvements are damaged or destroyed by hurricane or other casualty or vandalism, the Owner shall promptly repair or replace the damaged or destroyed Improvements.

9) Other Significant Provisions: n/a

cc: Raelin Storey, City Manager