

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** July 7, 2026
FROM: Damaris Henlon, City Attorney
SUBJECT: Agreement with Kemp Group for school crossing guard services

I have reviewed the above referenced Agreement with the participating Department, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Police Department
- 2) Type of Agreement – Master Services Agreement
- 3) Method of Procurement (RFP, bid, etc.) – Piggyback City of Miramar
- 4) Term of Contract: from August 11, 2026 – July 31, 2028
b) renewals (if any) – two additional one-year terms
- 5) Contract Amount – Up to \$1,743,000.00
- 6) Termination Rights –

4. Termination. The City, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing ten (10) days written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The City shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination. The City shall be the sole judge of “reasonable costs.”

- 7) Indemnity/Insurance Requirements –

6. Indemnification. The Contractor shall defend, indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney’s fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

- 8) Scope of Services – school crossing guard services

9) Other Significant Provisions:

cc: Raelin Storey, City Manager