

RESOLUTION NO. R-2021-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH ECOSISTEMA URBANO LLC. TO PROVIDE AN UPDATE TO THE CITY'S COMPREHENSIVE PLAN FOR PHASE I IN THE LUMP SUM AMOUNT OF \$170,000.00; AMENDING THE FISCAL YEAR 2021 OPERATING BUDGET.

WHEREAS, in accordance with Chapter 163, Florida Statutes, the City adopted its Comprehensive Plan; and

WHEREAS, Broward County has completed Broward Next, which requires the City to update its Comprehensive Plan to be consistent with the County's Comprehensive Plan; and

WHEREAS, in order to be consistent with State law requirements and Broward Next, City staff has determined that it is necessary to retain a consultant to update the Plan; and

WHEREAS, on February 19, 2020, the City Commission passed and adopted Resolution No. R-2020-049 authorizing the appropriate City officials to negotiate an agreement with the highest ranked firm, Ecosistema Urbano, LLC. ("Ecosistema"), to provide an update to the City's Comprehensive Plan for consideration by the City Commission at a later date; and

WHEREAS, the appropriate City officials requested a proposal from Ecosistema and successfully negotiated the agreement attached as Exhibit "1"; and

WHEREAS, the total cost of the Comprehensive Plan update is \$355,970.00, and it will be completed in two phases; and

WHEREAS, the Department of Development Services staff recommend that the City Commission approve and authorize the appropriate City officials to execute the attached agreement with Ecosistema Urbano, LLC. for Phase I of the Comprehensive Plan in the lump sum amount of \$170,000.00; and

WHEREAS, Phase II will be presented to the City Commission for approval in FY 2022 in the amount of \$185,970.00; and

WHEREAS, the Fiscal Year 2021 Operating Budget of the City of Hollywood was adopted and approved by the City Commission pursuant to Resolution R-2020-232 at

the 2nd Public Budget Hearing on September 24, 2020; and

WHEREAS, this Resolution seeks to amend the budget as detailed in the attached Exhibit "2".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached Exhibit "1" agreement with Ecosistema Urbano, LLC., together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That these Amendments to the Operating Budget of the City of Hollywood for the Fiscal Year beginning October 1, 2020, relating to the General Fund and set forth in detail in the attached Exhibit "2", are adopted and authorized as Amendments to the Operating Budget of the City of Hollywood for the Fiscal Year 2021.

Section 4: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 19th day of May, 2021.

JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.

DOUGLAS R. GONZALES
CITY ATTORNEY

AGREEMENT
FOR THE UPDATING OF THE CITY'S COMPREHENSIVE PLAN

This Agreement made and entered into this _____ day of _____, 2021, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida ("City") and Ecosistema Urbano, LLC., a limited liability corporation authorized to do business in the State of Florida ("Vendor").

WHEREAS, City issued Request for Qualification No. 4611-19-AP (the "RFQ") to retain a consultant to update the City's Comprehensive Plan; and

WHEREAS, Vendor submitted a proposal in response to the RFQ.

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

ARTICLE I
INCORPORATION OF DOCUMENTS

The RFQ including any addenda and the proposal submitted by Vendor (collectively, the "RFQ Documents") are attached and incorporated into this Agreement in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFQ Documents.

ARTICLE II
COMPENSATION

The total amount to be paid by the City under this Agreement for all services, materials, out-of-pocket expenses including travel, shall not exceed a total contract amount of \$355,970.00. This Agreement shall be completed in two phases and Vendor shall be paid by phases as follows: (1) Phase 1 - in an amount not to exceed \$170,000.00; and (2) Phase 2 - in an amount not to exceed \$185,970.00. The Agreement amounts are based upon the hourly rates set forth in Vendor's proposal. It is acknowledged that the Cost Adjustment provision set forth in the RFQ will apply, if necessary. Vendor shall notify the City's Representative in writing when 90% of the "not to exceed amount" for each phase has been reached. Vendor will bill the City on a monthly basis, or as otherwise provided, based upon the hourly rates set forth in the Vendor's proposal. All invoices submitted to the City must itemized to indicate the number of hours incurred by each category of personnel. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledge and agreed by the Vendor that the dollar limitation set forth in this section is limitation upon, and describes the maximum extent of, City's obligation to pay Vendor does not include a limitation upon Vendor's duty to perform all services as set forth in the RFQ documents for the total compensation in the amount or less than the guaranteed maximum stated above.

ARTICLE II
INDEMNIFICATION

The parties hereby agree that the following indemnification provision shall govern this Agreement: Vendor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Vendor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the RFP Document. Nothing in this Agreement or under the RFP Documents shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

ARTICLE III
REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE IV
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE V
ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with the attachments hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE VI
NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Shiv Newaldass
Director of Development Services
City of Hollywood
2600 Hollywood Boulevard
Hollywood, Florida 33020

with a copy to:

Douglas R. Gonzales, City Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33020

and if sent to Vendor, such notices shall be mailed to:

ARTICLE VII
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vendor.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida

ATTEST:

By: _____
Josh Levy, Mayor

Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM & LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida only.

Douglas R. Gonzales, City Attorney

AGREEMENT
FOR THE UPDATING OF THE CITY'S COMPREHENSIVE PLAN

Ecosistema Urbano, LLC, a Florida corporation

By: _____

Name typed, printed or stamped

Title: _____

Exhibit 2: Budget Amendments
General Fund

This item allocates \$170,000 from general contingency to the contractual services account in the Division of Planning for Phase I of the Ecosistema Urbano, LLC agreement.

Transfer From:

Description		Account Number	Amount
Contingency	TBD		170,000

Transfer To:

Description		Account Number	Amount
Contractual Services		001.140401.51500.531170.000000.000.000	170,000