



Greg Ross, Mayor  
James C. Curran, Commissioner  
Jeff Green, Commissioner  
Howard Meltzer, Commissioner  
Max Pulcini, Commissioner  
Joseph Napoli, City Manager

**HOLD HARMLESS AGREEMENT**

**FOR REPAIR OF PUBLIC SIDEWALK LOCATED WITHIN A DRIVEWAY**

I/We \_\_\_\_\_ the owner (the "Owner") of the property (the "Property") located at: \_\_\_\_\_ in Cooper City, Florida, in consideration for the covenants of this Agreement, do hereby grant the right of access and entry to said Property to the City of Cooper City (the "City"), and City's agents, contractors, and employees, for the purpose of the repair of a public sidewalk (the "Sidewalk") located at or upon the Property, which Sidewalk is separately laid out and constructed as a sidewalk and situated between the driveway and the driveway apron area at the Property, in accordance with Section 25-102 of the City Code.

**[PLEASE CHECK AND INITIAL PART I OR PART II, TO INDICATE WHICH IS APPLICABLE, PART III APPLIES TO ALL]**

\_\_\_\_\_ [  ] **PART 1. Work by City:**

Owner agrees that the City's responsibility to repair the Sidewalk, in lieu of Owner repairing the Sidewalk, shall be subject to each of the following limitations, restrictions and conditions:

- (i) The City shall cause any Sidewalk repair work for which the City is responsible to be done by its own City forces or by City contractors in accordance with construction specifications, standards and methods which are approved by the City's Public Works Director;
- (ii) The City shall not be responsible for aesthetic or cosmetic differences between the repaired Sidewalk and the remaining portion of the driveway or driveway apron or for any lack of uniformity of appearance or any variations in grade;
- (iii) The undersigned Property Owner hereby agrees and covenants not to make any claim against the City, and City's agents, contractors, and employees for any damages for any bodily injury or any damage to property, which in any way arises from the condition of the Sidewalk or the repair of the Sidewalk, regardless of City's negligence or the negligence of City's agents, contractors or employees;
- (iv) The undersigned Owner agrees to be solely responsible for the repair of the remaining portion of the Property Owner's driveway and driveway apron at the Property.

\_\_\_\_\_ [ ] **PART 2. Alternative Approach Enabling Owner to Do the Work:**

As an alternative to doing the above described Sidewalk repair work by way of the City's own forces or by way of the City's own contractor, the City Manager is hereby requested by the Owner to authorize Owner, by written approval to be indicated by City's acceptance below, to engage the Property Owner's own contractor to do the Sidewalk repair work, at the Property Owner's sole cost and expense, except that the City Manager shall provide for reimbursement by the City to the Property Owner for the cost of the Sidewalk repair, after the work is satisfactorily completed. It is understood that the amount of reimbursement to Property Owner shall not exceed the cost that the City would have incurred had the City used its own forces or a City Contractor for the Sidewalk repair work. If the Property Owner uses its own contractor to do the Sidewalk repair work, the Property Owner shall assure that the work is done in accordance with time deadlines established by the City's Public Works Director. Further, it is understood that paragraphs (iii) and (iv) of Part I., above, shall be applicable to this Part II, as an obligation of the undersigned Property Owner, as if set forth in full herein.

**PART III. NOTICE; DEADLINES: (APPLICABLE TO BOTH PART I AND PART II ABOVE)**

(1) So that the necessary Sidewalk repair work may be timely scheduled and coordinated, the Property Owner shall respond to the City Public Works Director as to the selection of Part I or Part II above, within ten (10) days of the receipt of this form from the City. Accordingly, the response date for the Property is hereby set as:

\_\_\_\_\_, 2020\_\_.

(2) In accordance with City Code Sec.25-102, if the Property Owner does not timely proceed as required by Part I or Part II above, the Property Owner shall remain responsible for the Sidewalk repair and shall be subject to City code enforcement action.

(3) The Property Owner hereby covenants to notify any contract purchaser or grantee of the Property, of the provisions and terms of this Agreement, in the event that the Property is sold prior to the completion of the Sidewalk repair work under Part I or Part II above.

**Under penalties of perjury, I declare that I have read the foregoing Hold Harmless Agreement and that the facts stated in it are true and correct, and are hereby agreed to by me, the undersigned Property Owner.**

Agreed to, Approved, and Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PROPERTY OWNER: \_\_\_\_\_ [Print Name]

BY: \_\_\_\_\_  
Property Owner [Signature]

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ACCEPTED AND APPROVED BY THE CITY OF COOPER CITY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, and confirming that Part \_\_\_\_\_ (Insert Part I or Part II), shall apply.

CITY OF COOPER CITY, FL

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City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

Recommended by Public Works Director: \_\_\_\_\_