

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners                      **DATE:** September 19, 2019

**FROM:** Douglas R. Gonzales, City Attorney

**SUBJECT:** Proposed Agreement for the Donation of Outdoor Fitness Equipment for Hollywood Beach Broadwalk with the South Broward Hospital District d/b/a Memorial Healthcare System

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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 – Parks Recreation and Cultural Arts
- 2) Type of Agreement – Contract
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract:
  - a) initial – Seven years or until the end of the useful life of the equipment, as determined by the City
  - b) renewals (if any) – n/a
  - c) who exercises option to renew – n/a
- 5) Contract Amount – The city’s contribution to the fitness zone is \$16,946.00 for excavation, concrete and permitting fees.
- 6) Termination Rights – This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Administrator upon such notice as the City Administrator deems appropriate under the circumstances in the event the City Administrator determines that termination is necessary to protect the public health, safety, or welfare.

This Agreement may be terminated by either party for cause for reasons including, but not limited to, either party's failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

In the event CITY terminates this Agreement for convenience, or otherwise ceases to maintain the outdoor fitness equipment as provided

for herein, CITY shall take all action necessary to remove MEMORIAL's name from anything that identifies MEMORIAL with the Project including, but not limited to, the signage. Additionally, if CITY terminates this Agreement for convenience, CITY shall pay MEMORIAL the depreciated remaining value of the outdoor fitness equipment donated by MEMORIAL based on a seven (7) year useful life. For the purposes of this Agreement, the outdoor fitness equipment donated by MEMORIAL for use at the Park shall be valued at Eighty-Four Thousand Four Hundred Sixty-Three and No/100 Dollars (\$84,463.00). In the event of termination for convenience by CITY, CITY shall continue to maintain the outdoor fitness equipment for its useful life, unless CITY elects to remove the equipment from service.

- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.
- 8) Scope of Services – Contractor shall install fitness equipment creating a fitness zone at Charnow Park in the amount \$67,517.00.
- 9) Other Significant Provisions: n/a

cc: Dr. Wazir Ishmael, City Manager