

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** February 18, 2025
FROM: Damaris Henlon, Interim City Attorney
SUBJECT: Proposed Amended and Restated Agreement with Broward County of the SWIM Central Program

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 & Cultural Arts
- 2) Type of Agreement – Amended and Restated Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract:
 - a) initial – October 1, 2024 through September 30, 2025
 - b) renewals (if any) – Automatically extended for four additional one year terms
 - c) who exercises option to renew – Mutual agreement of the Parties
- 5) Contract Amount – The maximum not-to-exceed amount of compensation to be paid by County to Contractor (aka City) for Services provided under this Agreement shall be One Hundred Thousand Dollars (\$100,000) each Fiscal Year, and is subject to the availability and annual appropriation of funding for SWIM Central in the Board’s sole discretion.
- 6) Termination Rights – Either party may terminate for cause. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Contractor.
- 7) Indemnity/Insurance Requirements – Contractor (aka City) shall indemnify, hold harmless, and defend County and all of County’s current, past, and future officers, agents, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). If any Claim is brought against an

Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

8) Scope of Services – County runs a SWIM Central program to provide swimming lessons and water safety instruction and education to residents of Broward County.

9) Other Significant Provisions: n/a

cc: George R. Keller, Jr. CPPT, City Manager