

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** May 3, 2022

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

**SUBJECT:** Proposed Reciprocal Use Agreement with the School Board of Broward County

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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 – Reciprocal Use agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract:
  - a) initial – June 11, 2022 through June 10, 2027
  - b) renewals (if any) – n/a
  - c) who exercises option to renew – n/a
- 5) Contract Amount – City will receive \$385.00 per varsity and J.V. football games at designated high schools for paramedic services.
- 6) Termination Rights – Either party may terminate with or without cause upon 30 days written notice.
- 7) Indemnity/Insurance Requirements – To the extent permitted by law, the Parties agree to indemnify, defend and hold the other, including their officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind or nature whatsoever arising out of or because of the use and occupancy of any facilities licensed hereunder, providing that if such claim, damage, loss, liability or cause of action is due to the joint or concurrent negligence of the indemnitor and the indemnitee, their respective responsibilities hereunder shall be in the same proportion that the negligent acts or omissions of each contributes thereto. This indemnification shall not be limited to the amount of comprehensive general liability insurance that each party is required to provide under this Agreement. Each party reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement. Compliance with the foregoing shall not relieve the indemnitor of any liability or other obligation under this Agreement.

- 8) Scope of Services – Contractor and City shall utilize a number of facilities owned and operated by the parties.
- 9) Other Significant Provisions: n/a

cc: Dr. Wazir Ishmael, City Manager