

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: February 14, 2017

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Proposed Donation Agreement with Broward County Healthcare Coalition to accept the donation/ownership of equipment for use by the City's Fire Rescue and Beach Safety Department.

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

- 1) Department/Division involved - Fire
- 2) Type of Agreement – Donation Agreement
- 3) Method of Procurement (RFP, bid, etc.) - n/a
- 4) Term of Contract - none
- 5) Contract Amount - n/a.
- 6) Termination rights - none
- 7) Indemnity/Insurance Requirements - Each party shall be liable for its own actions and negligence, and, to the extent permitted by law, the Coalition shall indemnify the Agency ("City") for any actions, claims or damages arising out of the Coalition's negligence and City shall indemnify the Coalition for its negligence. (See Article 3 of the Agreement). In addition, Article 4 sets forth each parties liability to the extent and limit under Section 768.28 relating to certain tortious acts.
- 8) Scope of Services – The Coalition through the use of grant funds will purchase the equipment set forth in Attachment "A" of the Agreement and donate said equipment to the City.
- 9) City's prior experience with Vendor (if any) – n/a
- 10) Other significant provisions – (a) Coalition makes no representations, guarantees, or warranties regarding the condition or useful life of the equipment and assumes no liability whatsoever relating to the use and/or operation of the equipment; (b) In the event the City desires to dispose of the equipment, City will need written consent of Coalition to do so and such disposal shall be done according to the rules and regulations in the grant/contract agreement; (c) the equipment shall be made available to Coalition for inventory and audit site visits upon

request by Coalition and/or authorized State/Federal grantor agency; and (d) City is responsible for all costs associated with maintenance, service and replacement of said equipment.

cc: Wazir A. Ishmael, Ph.D., City Manager