

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** December 5, 2018

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Recreation License Agreement with the School Board of Broward County (SBBC)

I have discussed the above Agreement with the participating Department/Office, 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 – Recreation License Agreement
 - 3) Method of Procurement (RFP, bid, etc.) – n/a
 - 4) Term of Contract
 - a) initial – December 18, 2018 through December 17, 2043
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
 - 5) Contract Amount – n/a
 - 6) Termination Rights – SBBC may terminate the entire Agreement or any designated portion of the Licensed Premises which SBBC determines is needed exclusively for school building purpose or for any other school purposes shall have the unqualified right to do so with or without cause. City shall likewise have the unqualified right of cancellation of this Agreement in whole or as to any designated portion or area of the Licensed Premises upon ninety days written notice of cancellation to SBBC.
 - 7) Indemnity/Insurance Requirements – To the extent permitted by law, City and SBBC each 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, 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 shall be in the same proportion that the negligent acts or omission of each contributes.
 - 8) Scope of Services – Contractor shall allow the City to utilize portions of land (Hollywood Hills Elementary) owned by the SBBC for recreational purposes.
 - 9) Other Significant Provisions – n/a
- cc: Dr. Wazir Ishmael, City Manager