

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: May 21, 2019

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: State Plan of Operations with State of Florida

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 – Police
- 2) Type of Agreement – Memorandum of Understanding
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract: in effect until terminated, subject to funding
 - a) initial – n/a
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – n/a
- 6) Termination Rights – May be terminated by either party upon thirty (30) days written notice.
- 7) Indemnity/Insurance Requirements – City shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by City, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the City, its agents, servants, or employees after the property has been removed from U.S. Government control.
- 8) Scope of Services – The Secretary of Defense is authorized by 10 USC § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies, personal property that is excess to the needs of the Department of Defense and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counter-

drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary.

9) Other Significant Provisions: n/a

cc: Dr. Wazir Ishmael, City Manager