

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of May 30, 2019 between The District Board of Trustees of Broward College, Florida ("College") and The City of Hollywood ("Organization") (collectively, the "Parties").

I. BACKGROUND

This City of Hollywood's mission is to make the City of Hollywood a secure, clean and desirable place to live, work and visit by providing a continually improving wide range of city services; to encourage a community that retains and promotes employment opportunities, economic growth and improved quality of life, where people of diverse cultural backgrounds and incomes peacefully interrelate.

The College provides higher education and technical and occupational training for the residents of Broward County. As the first public higher education institution in the county, the College functions as the principal provider of undergraduate higher education for the residents of Broward County. Where appropriate, these programs are articulated with the public school system, area vocational schools, and upper-level institutions to ensure that students can move smoothly from one system to another.

Serving as the principal entry level institution for higher education in its district, the College is also a source of cultural enrichment; a resource for community development, business, and industry; and an avenue for continued skill upgrading and enhancement, and retraining. As a public comprehensive state college, the College serves as a significant leader of America's effort to enhance higher education.

II. PURPOSE

The College and the Organization enter into this MOU for the purpose of establishing a framework for a relationship under which the College and the Organization will cooperate in the areas mutually beneficial to both Parties. The Parties shall determine the dates, times, and facilities where the education and training will take place.

III. GENERAL TERMS

This MOU does not obligate the College or the Organization to any expenditure of funds. The duration of this MOU is two years from the date of signing. It may be renewed for an additional two years by written mutual consent by the Parties. Each Party may withdraw from this agreement without cause by providing 60 days written notice.

The Parties shall be considered independent contractors and nothing contained herein shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the MOU. Both Parties are free to enter into agreements with other Parties for similar services.

The Parties to this MOU shall not discriminate against any employee or participant regarding responsibilities and obligations under this MOU because of race, age, religion, color, gender, national origin, marital status, disability, sexual orientation or any other basis prohibited by law. Nor shall the Parties deny participation in or benefits

arising out of this MOU to any student, employee or participant or otherwise subject anyone to discrimination in any activity hereunder. The Parties shall take all measures necessary to effectuate these assurances.

Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.

All changes to this MOU must be mutually agreed upon in writing by both parties. This MOU may not be transferred or assigned by either party without the prior written consent of the other party. This MOU should be construed and enforced in accordance with the laws of the State of Florida. Any action shall be commenced and maintained and venue shall properly be in Broward County, Florida.

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

College:

Organization: City of Hollywood
Hollywood, FL 33021

With a copy to: Douglas R. Gonzales, City Attorney
2600 Hollywood Boulevard, Room 407
Hollywood, FL 33020

Each Party shall be fully responsible for its acts of negligence or the acts of negligence of its employees, subject to Section 768.28, Florida Statutes. Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such Party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this MOU and shall be fully binding until such time as any proceeding brought on account of this MOU is barred by any applicable statute of limitations.

IV. SCOPE

The goal of this MOU is to connect business and industry to education. Areas of cooperation may include, but will not be limited to the following:

1. Design and deliver Broward College on-site workshops, courses and programs for Hollywood citizens as outlined in Appendix A
2. Deliver certification training on identified City locations aligned to employment within the area
3. Develop access strategy for City employees and citizens for Broward College degrees and certifications as outlined in Appendix A
4. Develop an articulation agreement with Hollywood 6-12 students in STEM and other fields as outlined in Appendix A
5. Build a college and career readiness campaign for City of Hollywood residents and employees
6. Create entrepreneurial programming for City of Hollywood residents as outlined in Appendix A

V. THE COLLEGE'S RESPONSIBILITIES

Provide a single point of contact for connecting the City of Hollywood to the capabilities outlined above and in Appendix A.

VI. THE ORGANIZATION'S RESPONSIBILITIES

Provide a single point of contact for connecting the City of Hollywood to the capabilities outlined above and in Appendix A.

College

Organization

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM & LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.

Douglas R. Gonzales, City Attorney