

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** June 25, 2019

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

**SUBJECT:** Proposed Memorandum of Understanding with the Trustees of Broward College, Florida

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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 – Communications, Marketing and Economic Development
  - 2) Type of Agreement – Memorandum of Understanding
  - 3) Method of Procurement (RFP, bid, etc.) – n/a
  - 4) Term of Contract:
    - a) initial – Two years
    - b) renewals (if any) – One additional two year period
    - c) who exercises option to renew – Mutual agreement of the parties
  - 5) Contract Amount – n/a
  - 6) Termination Rights – Either party may terminate without cause by providing 60 days written notice.
  - 7) Indemnity/Insurance Requirements – 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.
  - 8) Scope of Services – Contractor shall provide workforce development including higher educational, technical and occupational training for Hollywood residents.
  - 9) Other Significant Provisions: n/a
- cc: Dr. Wazir Ishmael, City Manager