

**ULI SE Florida/Caribbean Leadership Institute 2019 - 2020
Leadership Project (“LP”) Client Engagement Letter**

The Leadership Institute, a program of the Urban Land Institute’s Southeast Florida and Caribbean District Council (**ULI SEFL**), would like to thank the City of Hollywood Communications, Marketing and Economic Development (the “**Client**”) for participating in a Leadership Project (“**LP**”). This Engagement Letter constitutes an agreement by and between ULI SEFL and Client entered into as of this ____th day of October 2019. As part of its purpose, ULI SEFL and the Leadership Institute provide advisory services to improve communities and promote responsible land use and development.

Client wishes to obtain advice and recommendations from ULI SEFL on the Leadership Project as outlined in the attached description of the LP. The Client has reviewed the “Brief Description” and the “General Questions” specifically and agrees that these sections as completed are clear and accurate as to the nature of the LP.

Pursuant to this Agreement, ULI SEFL and the Leadership Institute agree to perform the following scope of work:

- Work with Client to develop a problem statement and situational abstract, define expectations and scope of services, and shape questions to be addressed by the LP Team.
- Work with Client to develop overall objectives and agenda for the LP Team.
- Work with Client to identify and interview appropriate stakeholders to gain insight on their perspective of the issue to be addressed.
- Identify and interview a cross-section of industry experts to provide well-rounded, objective insight into the issue to be addressed.
- Work with Client to prepare and deliver LP briefing materials to stakeholders and industry experts to be reviewed prior to interviews (e.g., maps, aerials, photos, supplemental reports, situational abstract, etc.).
- Work with Client to ensure logistics for final presentation (e.g., date, time, location, invitees) are addressed.
- Prepare and present a final presentation for Client detailing findings, conclusions, recommendations and implementation strategies.
- Provide the final presentation to Client in electronic format (.pdf file) and one printed hard copy.

Client agrees to provide the following at its expense:

- Reserve meeting space for the final presentation at a time and location to be determined. Room should be large enough to accommodate Client, LP team members, ULI Leadership, etc., as well as seating for stakeholders and/or observers, if applicable.
- Lead the coordination of stakeholder involvement. This includes identifying, inviting and confirming key stakeholder participants, as well as preparing them for the nature of the LP.
- Lead the effort to compile briefing materials to be sent to stakeholders and industry experts prior to any scheduled interviews.



Client may make such use of the final presentation as it deems desirable. It is further understood that ULI SEFL may make such use of the final presentation prepared of the LP findings and recommendations as it deems desirable, and Client herewith specifically agrees that ULI SEFL may publish and disseminate such final presentation or any part thereof in conjunction with its research and educational programs.

ULI SEFL shall not be responsible for damages of any kind arising from the performance of services under this agreement, unless such damages arise from gross neglect on the part of ULI SEFL. The terms of this paragraph shall survive the expiration or termination of this Agreement. ULI SEFL has the ability to terminate this agreement at any point if member volunteers or staff encounter any form of risk associated with involvement on this project.

INDEMNIFICATION: Client shall indemnify, defend and hold harmless ULI and its officers, directors, employees and agents from any and all third-party claims, damages, suits, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any act or failure to act by the Client pursuant to this Agreement.

Term: The term of this Letter shall be for an eight-month period commencing on October 21, 2019 and terminating on May 1, 2020.

Termination: The Client can terminate with or without cause upon written notice to ULI SEFL.

Each party represents to the other that it has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

Client and ULI SEFL hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation and provision hereof.

The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Florida and venue shall properly be in Broward County, Florida.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

This Agreement shall not create a partnership or joint venture relationship between Client and ULI SEFL.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written hereinabove.

CLIENT:

ULI SEFL:

Name/Title

Julie Medley
Executive Director

Signature

Signature

Date

Date