CITY OF HOLLYWOOD INTEROFFICE MEMORANDUM

TO: Mayor and Commissioners **DATE:** November 4, 2015

FROM: Jeffrey P. Sheffel

City Attorney

SUBJECT: Proposed Agreement with Stationside Partners, LLC ("Developer") regarding the

South Florida Rail Corridor Project for Sheridan Station to reimburse the City for its payment obligations pursuant to the Railroad Reimbursement Agreement.

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

1) Department/Division involved – Dept. of Public Works

- 2) Type of Agreement n/a
- 3) Method of Procurement (RFP, bid, etc.) n/a
- 4) Term of Contract
 - a) initial Until improvements are completed on the South Florida Rail Corridor
 - b) renewals (if any) n/a
 - c) who exercises option to renew n/a
- 5) Contract Amount \$420,723.43 (Developer shall be responsible for each and every payment obligation of the City contained in the Railroad Reimbursement Agreement ("RRA"), commencing upon the complete execution of said agreement and continuing through completion of the RR improvements, including but not limited to those payment obligations described in Sections 2, 7, 10 and 11 of the RRA).
- 6) Termination rights Upon completion of the improvements.
- 7) Indemnity/Insurance Requirements Developer will adhere to all insurance requirements set forth in the RRA and name City as additional insured as well as indemnify the City.
- 8) Scope of Services Developer shall complete certain improvements on Taft Street west of the Sheridan Station project, including the improvement and widening of Taft Street at the point where Taft Street crosses the South Florida Rail Corridor.

TERM SHEET - AGREEMENT WITH STATIONSIDE PARTNERS, LLC

- 9) City's prior experience with Vendor (if any) n/a
- 10) Other significant provisions n/a

cc: Wazir A. Ishmael, Ph.D., City Manager