

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** February 3, 2015

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Renewal of Agreement with FDG Flagler Station II, LLC for Real Estate Lease

I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Parking
 - 2) Type of Agreement – Real Estate Lease
 - 3) Method of Procurement (RFP, bid, etc.) – 38.40(C)(1) When a contract entered into by the city pursuant to City Commission approval provides for one or more renewals by affirmative action of the city and the estimated annual cost of a renewal of the contract does not exceed \$50,000, the Director shall have the authority to recommend to the City Manager approval or rejection of the renewal if it is the first, second, or third renewal of the contract, but only the City Commission is authorized to approve any subsequent renewal.
 - 4) Term of Contract
 - a) initial – 03/19/2006 – 03/18/2009
 - b) renewals (if any) – Infinite number of one year renewal periods (This is seventh renewal)
 - c) who exercises option to renew – City
 - 5) Contract Amount – \$12,196.00 (represents a 5% increase over preceding term)
 - 6) Termination rights – Either party may terminate without cause upon thirty (30) days written notice.
 - 7) Indemnity/Insurance Requirements – City agrees to indemnify FDG.
 - 8) Scope of Services – FDG leases land to City for parking, beautification and signage.
 - 9) Other significant provisions – The original lessor was Florida East Coast Railway, LLC which assigned its interest to FDG Flagler Station II, LLC
- cc: Wazir Ishmael, City Manager