

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: March 3, 2016

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Agreement with Greater Hollywood Chamber of Commerce, Inc. for Extension of Full Service Sublease

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

- 1) Department/Office involved – Development Services
- 2) Type of Agreement – Third Amendment to Full Service Sublease
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – Original sublease was 20 yrs. The second amendment extended that term by 11 mths. This amendment will extend it by an additional 3 mths., with a new expiration date of June 30, 2016.
 - b) renewals (if any) –
 - c) who exercises option to renew –
- 5) Contract Amount – Technically, the City pays rent equal to 50% of the Chamber’s debt service and common expenses on the property. However, a portion of the subleased area is subleased to the CRA, which pays its portion of the rent to the City.
- 6) Termination rights – For cause only.
- 7) Indemnity/Insurance Requirements – City indemnifies Chamber and provides insurance.
- 8) Scope of Services – City leases the ground to Chamber for Chamber to build and operate the current building. Chamber subleases a portion of the building to City, and City subsubleases a portion of that to CRA. The 3-mth extension is intended to give the parties more time to determine how they will proceed in the future.
- 9) City’s prior experience with Vendor – Yes.
- 10) Other significant provisions – None.

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