

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: August 16, 2014

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Proposed Master Recreation Lease Agreement with the School Board of Broward County for the continued use of the Washington Park facility.

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 Parks, Recreation and Cultural Arts
- 2) Type of Agreement - Lease Agreement
- 3) Method of Procurement (RFP, bid, etc.) - n/a
- 4) Term of Contract
 - a) initial - 40 year term
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount - \$1.00 per year.
- 6) Termination rights – Pursuant to Section 3.05 of lease termination is as follows: (a) SBBC may terminate with or without cause with 90 days prior notice if SBBC determines that the premises is needed exclusively for school building purposes or for any other school purposes. In such event, SBBC shall reimburse the City for the then remaining value of the City installed recreational facilities; (2) City has the unqualified right to cancel the lease, in whole or in part, upon 90 days prior written notice. As such, City has the right to remove any and all fixtures and improvements to the property, subject to SBBC's purchase option as more specifically set forth in Section 3.05(c) of the Agreement; and (3) Agreement may be terminated by parties due to default and failure to cure pursuant to Section 3.06 of the Agreement.
- 7) Indemnity/Insurance Requirements - Yes.
- 8) Scope of Services – City leases the premises for playground and recreational purposes which are available to the citizens of the areas and as needed by SBBC.
- 9) City's prior experience with Vendor (if any) – Since 1974.

10) Other significant provisions – (a) City is responsible for maintenance of the leased premises. (b) SBBC shall be responsible for cleaning up after each and every event it sponsors and if they fail to do so, City may cleanup and SBBC shall pay the cost for cleanup.; (c) Upon expiration of the lease, all permanent recreational facilities such as baseball diamonds, lighting facilities, permanent backstops, etc. shall become the property of SBBC and SBBC shall pay the City the value of the recreational facilities as determined by a group of appraisers as outlined in Paragraph 3.05. City has the right to remove all moveable (non-permanent) recreational facilities at the expiration, cancellation or termination of the Agreement.

cc: Cathy Swanson-Rivenbark, City Manager