

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** January 24, 2022
FROM: Douglas R. Gonzales, City Attorney
SUBJECT: Proposed License Agreement with Florida East Coast Railway, LLC
regarding the Johnson Street Railroad Crossing site

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Department of Development Services/Engineering Division
 - 2) Type of Agreement – License Agreement
 - 3) Method of Procurement (RFP, bid, etc.) –n/a
 - 4) Term of Contract:
 - a) initial – one year
 - b) renewals (if any) – continues year to year but subject to termination by either party
 - c) who exercises option to renew- n/a
 - 5) Contract Amount – a) City shall pay an annual fee in advance in the amount of \$9,000.00; and b) City will also pay an annual maintenance fee for warning devices as set forth by the Florida Department of Transportation’s Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices, with the current annual fee of \$8,930.00.
 - 6) Indemnity/Insurance Requirements – Yes, (see Paragraphs 18 and 19 for indemnification). Insurance Requirements are pursuant to Exhibit “D.”
 - 7) Termination – Yes, either party upon 60 days prior notice.
 - 8) Scope of Services – This new license agreement replaces the agreement executed on November 9, 1977 as Broward County has received federal grant funding to make improvements to the Johnson Street crossing area. This agreement allows City to construct, use maintain, repair, renew and ultimately remove an at-grade public road crossing across and over the tracks, right-of-way and property.
 - 9) Other Significant Provisions: n/a
- cc: Dr. Wazir Ishmael, City Manager