

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** December 20, 2022
FROM: Douglas R. Gonzales, City Attorney
SUBJECT: Proposed Lease Agreement with the Florida Department of
Transportation

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 – 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 – 10 years
 - b) renewals (if any) – One additional 10 year renewal period
 - c) who exercises option to renew – Mutual agreement of the parties
 - 5) Contract Amount – n/a
 - 6) Termination Rights – Either party may terminate for cause.
 - 7) Indemnity/Insurance Requirements – To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents, or employees, during the performance of the Lease, except that neither Lessee, its officers, agents, or employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Lessor or any of its officers, agents, or employees during the performance of the Lease.
 - 8) Scope of Services – FDOT shall lease property to the City for the sole purpose of a pet-friendly walking patch.
 - 9) Other Significant Provisions: n/a
- cc: Dr. Wazir Ishmael, City Manager