

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** December 28, 2015

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Maintenance Agreement between the City and Stationside Partners, LLC (“Developer”) for the maintenance of streetscape enhancements within Sheridan Street and North 29th Avenue relating to the Sheridan Station Project

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 – Department of Public Works
- 2) Type of Agreement – Maintenance Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – in perpetuity
 - b) renewals (if any) –n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – n/a
- 6) Termination rights - Agreement may be terminated by the City if the Developer fails to perform its duties set forth in Paragraph 3 of the Agreement. This Agreement may also be terminated by mutual consent of the parties.
- 7) Indemnity/Insurance Requirements – Yes.
- 8) Scope of Services – Developer will maintain the landscaping, irrigation, paver bricks, and fencing (streetscape improvements) within Sheridan Street and North 29th Avenue, as more specifically set forth in Paragraph 3.
- 9) City’s prior experience with Vendor (if any) – Yes.
- 10) Other significant provisions - (a) In the event that the improvements are damaged or destroyed by hurricane or other casualty or vandalism, the Developer shall promptly repair or replace the damaged or destroyed improvements; (b) In the event that Developer fails to maintain to the improvements and does not cure such failure after notification from the City, the City may

at its option maintain the improvements and issue an invoice to the Developer for such maintenance costs. If Developer fails to pay the invoice the City may place a lien against the Property and also terminate the Agreement; (c) It is understood by the parties that the improvements within the public rights-of-way may be removed, relocated or adjusted at any time in the future and as determined to be necessary by the City.

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