

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: January 31, 2018

FROM: Douglas R. Gonzales
City Attorney

SUBJECT: Proposed Lease Agreement with Community Enhancement Collaboration, Inc. ("CEC")
for the use of the Washington Park Service Center located at 5648 Wiley Street.

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 Development Services/Community Development Division

2) Type of Agreement – Lease Agreement

3) Method of Procurement (RFP, bid, etc.) – n/a

4) Term of Contract

a) initial – five (5) years

b) renewals (if any) – yes, for an additional five (5) year term

c) who exercises option to renew – mutual option of the parties contingent upon City Commission approval and the CEC's Board of Director's approval.

5) Contract Amount – Rental amount of \$1.00 per year in advance.

6) Termination rights – Yes. Default provision is set forth in Paragraph 16. Notwithstanding the Default provisions, City may terminate the lease upon 30 days written notice if the composition or mission of CEC changes.

7) Indemnity/Insurance Requirements - Yes.

8) Scope of Services - CEC will use the premises solely for administrative use and to provide community service activities as set forth in Exhibit "A".

9) City's prior experience with Vendor (if any) – Yes.

Term Sheet continued (CEC Lease Agreement)

10) Other significant provisions – (a) For any year in which the City is required to pay property taxes due to the leasing of the property, CEC shall pay to the City, as additional rent, the amount of such property taxes; (b) Commencing upon the Execution Date and for six months thereafter, Landlord (City) shall be responsible for facility operating expenses, including housekeeping, utilities, and routine maintenance and all accounts shall be in the City's name. However, **beginning six months from the Execution Date**, Tenant shall be responsible for electricity service, water/sewer/stormwater utilities, garbage/recycling service and all other costs necessary to conduct the activities in Exhibit "A" and all accounts will be in the Tenant's name; and (c) Upon execution of the lease agreement, the Tenant is responsible for garbage/recycling service and such accounts shall be in the Tenant's name.

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