

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: June 6, 2017

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Right-of-Way License Agreement with Robert and Barbara Marks for the use of City property

I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved –
 - 2) Type of Agreement – Right-of-Way License Agreement
 - 3) Method of Procurement (RFP, bid, etc.) – n/a
 - 4) Term of Contract
 - a) initial – 10 year term
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
 - 5) Contract Amount – A total license fee of \$200.00 based upon an annual license fee of \$188.68 plus 6% tax payable upon execution of the Agreement.
 - 6) Termination Rights – 1) If City has the need for the premises or any part thereof, for any public purpose, City may terminate upon 30 days written notice; 2) Any breach of the Agreement is cause for immediate termination; and 3) Licensee may terminate upon 30 days prior written notice to City.
 - 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.
 - 8) Scope of Services – Licensee has the use of the subject property solely and exclusively for the continued location of a CBS decorative wall on the property.
 - 9) Other Significant Provisions – Agreement automatically transfers to the successor in interest upon sale or other conveyance of the Licensees' home and is binding on the Licensee's successor in interest.
- cc: Dr. Wazir Ishmael, City Manager