

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: October 27, 2015

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Right-of-Way License Agreement with Carly Holding Corporation for the use of right of way for parking adjacent to 1209 S. 30th Avenue

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 – Public Utilities
- 2) Type of Agreement – Right-of-Way License Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – 4 year term
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – First year annual fee of \$2,831.47 for seven (7) at \$31.80/space/month/year plus six percent (6%) tax), payable quarterly in advance, subject to yearly prevailing market rate adjustments.
- 6) Termination rights – i) If City at any time shall have a need for the right-of-way premises, or any part thereof, for any public right-of-way purposes, including but not limited to utility purposes or for constructing improvements, Licensor may terminate this License Agreement upon thirty (30) days’ written notice to Licensee; ii) City may terminate immediately for the breach of any one term by Licensee and/or persons under its supervision or control.
- 7) Indemnity/Insurance Requirements – Licensee shall comply with applicable City requirements.
- 8) Scope of Services – Licensees’ shall have the use of the right-of-way adjacent to 1209 S. 30th Avenue for seven (7) parking spaces
- 9) Other significant provisions – The Agreement shall automatically transfer to the successor in interest upon sale or other conveyance of the property. The successor in interest shall be bound by the terms and conditions of this License Agreement and shall re-execute this agreement upon such sale or other conveyance.

cc: Dr. Wazir Ishmael, City Manager