

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners

**DATE:** June 23, 2014

**FROM:** Jeffrey P. Sheffel, City Attorney

**SUBJECT:** Proposed Agreement with Seminole Tribe of Florida for Exchange of License for Easement to Accommodate Seminole's Establishment of a Gated Community

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I have reviewed the above-captioned agreement for form and legality, and the general business terms and other significant provisions are as follows:

- 1) Department/Office involved – Public Works
- 2) Type of Agreement – Agreement for Easement and License
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
  - a) initial – 99 yrs.
  - b) renewals (if any) –
  - c) who exercises option to renew –
- 5) Contract Amount – The City's cost of making the improvements required by this agreement and the companion agreement between the City and the School Board is estimated to be \$500,000.
- 6) Termination rights – For cause only.
- 7) Indemnity/Insurance Requirements – Seminoles will indemnify City under the license and City will indemnify Seminoles under the easement.
- 8) Scope of Services – City will grant license to Seminoles and Seminoles will grant easement to City, all to accommodate Seminoles intent to establish a gated community.
- 9) City's prior experience with Vendor – Yes.
- 10) Other significant provisions – If a court declares that the City cannot grant a license to public rights-of-way, the City shall seek to acquire, by eminent domain, title to the property. If successful, the City will then be able to grant the required license.

cc: Cathy Swanson-Rivenbark, City Manager