

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** May 21, 2020  
**FROM:** Douglas R. Gonzales, City Attorney  
**SUBJECT:** Proposed Subordination of Utility Interest Agreement with Florida Dept. of Transportation related to the Hyde Beach House project

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I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Department of Development Services/Engineering Division
- 2) Type of Agreement – Subordination agreement
- 3) Method of Procurement (RFP, bid, etc.) –n/a
- 4) Term of Contract:
  - a) initial – n/a
  - b) renewals (if any) – n/a
  - c) who exercises option to renew- n/a
- 5) Contract Amount – n/a
- 6) Indemnity/Insurance Requirements – City agrees to indemnify FDOT against any loss or damage resulting from City's exercising its rights set forth in Paragraph 1 and 2, relating to construction, operation, maintenance etc. of City facilities.
- 7) Termination – n/a
- 8) Scope of Services – FDOT has requested the City execute a Subordination of City Utility Easement Agreement, attached as Exhibit "B", making this portion of the property function similar to state right-of-way as required for FDOT to become the owner and operator of the turn lane as it relates to the Hyde Beach Project.
- 9) Other Significant Provisions: In the event that there are any City facilities in the respective easements, FDOT will pay to have City facilities relocated if necessary to prevent conflict between FDOT facilities and City facilities.

cc: Dr. Wazir Ishmael, City Manager