

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: August 5, 2015

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Proposed Right-of-Way License Agreement with National Ben Gamla Charter School Foundation ("Licensee") for use of the City Rights-of- Way to maintain bus lane improvements.

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 Public Works
- 2) Type of Agreement – Right-of-Way License Agreement
- 3) Method of Procurement (RFP, bid, etc.) - n/a
- 4) Term of Contract
 - a) initial – This license is only valid for as long as the special pavement surfacing remains in existence.
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a.
- 5) Contract Amount - n/a
- 6) Termination rights – If the City has need for the license premises, or any part thereof, for any public purpose, including but not limited to utility purposes or for constructing improvement, City may terminate on 30 days written notice. City may also terminate immediately in the event of threat to the public health or safety as may be determined in the sole discretion of federal, state or local officials/
- 7) Indemnity/Insurance Requirements – Yes.
- 8) Scope of Services - Licensee will use the premises for a school bus lane for pick up and drop off. Licensee is required to enhance the surface by putting special pavement surfacing within the right-of-way to identify the bus stop location.
- 9) City's prior experience with Vendor (if any) – Yes.

TERM SHEET RIGHT OF WAY LICENSE AGREEMENT (BEN GAMLA)

10) Other significant provisions – Licensee is required to keep in operative force and effect through the term of this agreement, a bond or other security in the amount of \$10,000.00 representing the estimated site restoration cost of the Roadway associated with the removal of the special pavement surfacing.

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