

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** October 5, 2016  
**FROM:** Jeffrey P. Sheffel, City Attorney  
**SUBJECT:** Proposed Agreement with Sprint Spectrum Realty Company for Tower Siting

---

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 – Information Technology
- 2) Type of Agreement – 2<sup>nd</sup> Amendment to Tower Siting Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
  - a) initial – A new initial term of 5 yrs.
  - b) renewals (if any) – Two renewals of 5 yrs. each
  - c) who exercises option to renew – Sprint has the option not to renew by giving at least 180 days’ notice.
- 5) Contract Amount – \$28,000.00/yr., subject to annual CPI increases (but not less than 3% or more than 7% per yr.)
- 6) Termination rights – Sprint can terminate without cause by giving 180 days’ notice. City can terminate by giving 180 days’ notice if it determines that there is a higher and better use for the site.
- 7) Indemnity/Insurance Requirements – Sprint will indemnify City for all claims arising out of the agreement, including claims due to City’s negligence.
- 8) Scope of Services – Sprint will be allowed to continue to operate its facility on the site. .
- 9) City’s prior experience with Vendor – Yes.
- 10) Other significant provisions – None.

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