

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** January 12, 2016

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Rooftop Access Agreement with the Renaissance on the Ocean Condominium Association, Inc. for the installation, operation and maintenance of the City's communications equipment related to the CCTV system.

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 – Police/Information Technology
- 2) Type of Agreement – Rooftop Access Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – 10 years
 - b) renewals (if any) – Yes, two (2) additional five (5) year terms.
 - c) who exercises option to renew – mutual agreement of the parties unless City notifies the Renaissance 30 days prior to the expiration of the initial term of its intent not to renew.
- 5) Contract Amount – n/a
- 6) Termination rights – Either party may terminate the agreement at any time upon thirty days prior written notice.
- 7) Indemnity/Insurance Requirements – City agrees to indemnify and hold harmless the Renaissance. City's contractors/subcontractors are required to have insurance coverage, name the Renaissance as an additional insured with a waiver of subrogation.
- 8) Scope of Services – Renaissance will allow the City to place certain communications equipment on its Rooftop.
- 9) Other significant provisions – a) Upon 10 business days' notice, City is responsible at its sole cost and expense to remove the Wireless equipment if such removal is necessary to effectuate repairs, maintenance or replacement of any portion of the Rooftop space and/or the condominium. If City fails to remove, Renaissance may remove and City is liable for costs, expenses and damages incurred. Reinstallation requires written consent from Renaissance; b) If it is determined that the equipment is subject to tangible personal property taxes, City

shall address the issue with Broward County as City is tax exempt. If the determination taxes must be paid, City is 100% liable for such taxes.

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