

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** November 9, 2016  
**FROM:** Jeffrey P. Sheffel, City Attorney  
**SUBJECT:** Proposed Agreement with MetroPCS Florida, LLC for Tower Siting on Rooftop of City Hall

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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 – Information Technology
- 2) Type of Agreement – Third Amendment to Tower Siting Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
  - a) initial – 11/1/2004 – 10/31/2014
  - b) renewals (if any) – Two 10-yr. renewals
  - c) who exercises option to renew – Renewal requires agreement of both parties.
- 5) Contract Amount – \$25,000/yr. (5% increase is applied each year)
- 6) Termination rights – City can terminate without cause by giving 180 days’ notice, except City cannot terminate without cause for the sole purpose of increasing revenue generated on the site.
- 7) Indemnity/Insurance Requirements – MetroPCS Florida indemnifies City and provides insurance.
- 8) Scope of Services – This amendment ratifies renewal retroactive to 2014 and creates another potential renewal for the period from 2024 to 2034.
- 9) City’s prior experience with Vendor – Yes.
- 10) Other significant provisions – None.

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