

**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 North Beach 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, for an additional 10 year term.
 - c) who exercises option to renew – mutual agreement of the parties unless either party provides 30 days prior to the expiration of the initial term of its intent not to renew.
- 5) Contract Amount – n/a
- 6) Termination rights – Agreement may be terminated by either party upon 30 days prior written notice.
- 7) Indemnity/Insurance Requirements – City agrees to indemnify and hold harmless North Beach. City's contractors/subcontracts must maintain insurance coverage set forth in Paragraph 3, name North Beach as an additional insured with a waiver of subrogation.
- 8) Scope of Services – North Beach will allow the City to place certain communications equipment on its Rooftop.
- 9) Other significant provisions – a) In the event that it is determined that North Beach is prohibited under its governing documents from allowing the City to utilize its electricity, City will either reimburse North Beach for its portion of the cost for electrical use or make other arrangements for electricity for its Wireless Equipment; and b) 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, North Beach may remove

and City is liable for costs, expenses and damages incurred. Reinstallation requires written consent from North Beach; c) 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