



Legislation Text

File #: RES 18-821, **Version:** 1

..Title

Approving an amendment to the City's contract with Bench Strength Partners, to terminate representation with respect to cellular carriers on small-cell sites.

WHEREAS, on January 26, 2016 the City of Saint Paul ("City") entered into a Representation Agreement for Lease of, or License to Use, Municipal Parks Property for Cellular Antennas (the "Agreement") with Bench Strength Partners ("BSP"), a cellular communications consultant, for BSP's representation on behalf of the City to negotiate leases for cellular antennas and related communication equipment on city park property; and

WHEREAS, on March 14, 2016 the City and BSP amended the Agreement to expand the scope to include negotiation of leases for the installation of small-cell communication systems within city right-of-way or other property managed by the Department of Public Works ("First Amendment"); and

WHEREAS, with regard to representation on small-cell communication systems in city right-of-way, BSP participated in negotiations with several carriers and earned fees based on the resulting contracts, which fees are ongoing; and

WHEREAS, in 2017 several cellular communication companies ("Carriers") lobbied for legislation before the Minnesota State Legislature to limit the amount of rent and administrative fees municipalities could charge for the installation of small-cell facilities in city right-of-way; and

WHEREAS, the legislation was adopted into law, leaving the City little room to negotiate small-cell contracts with rental rates similar to rates in other states, and limiting the City's need for ongoing representation from BSP on small-cell contracts; and

WHEREAS, the Agreement gives the City the right to terminate at any time following the second anniversary thereof, provided that BSP is entitled to fees payable in accordance with the Agreement, and the City now wishes to exercise this right; now, therefore, be it

RESOLVED, that the City Council does hereby amend the Agreement by terminating the provisions of the First Amendment, regarding BSP's representation on city leases for cellular carriers installing and operating small cell facilities within city right-of-way; and be it further

RESOLVED, that any future fees that become due to BSP pursuant to the terms of the Agreement shall continue to be paid by the City; and be it further

RESOLVED, that all other provisions of the original Agreement with regard to BSP's representation on cellular communication agreements on city park property shall remain in full force and effect.