

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN EXTENSION OF LICENSE AGREEMENT WITH SPRINT COMMUNICATIONS COMPANY FOR THE MAINTENANCE OF FIBER OPTIC LINES IN THE PUBLIC RIGHT OF WAY; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Ark. Code Ann. § 14-200-101, et seq., the City is authorized to impose reasonable fees and construction requirements upon telecommunication providers who extend lines in or across its rights-of-way; and

WHEREAS, pursuant to Resolution No. 9621 (adopted on February 25, 2019), the City of North Little Rock (the “City”) and Sprint Communications Company, L.P. (“Sprint”) entered into a license agreement to maintain fiber optic lines in certain City-owned rights-of-way for the limited purpose of facilitating communications between a cellular switch and point of presence site operated by or on behalf of Sprint; and

WHEREAS, the agreement has expired, and the City and Sprint wish to extend the license agreement for an additional five (5) years; and

WHEREAS, it is in the best interests of its citizens and residents that the City enter into an extension of the license agreement with Sprint for the continued maintenance of fiber optic lines in public rights-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into an Extension of License Agreement (substantially similar to Exhibit A attached hereto) with Sprint Communications Company, L.P. for the maintenance of fiber optic lines in the City’s public rights-of-way for the limited purpose of facilitating communications between a cellular switch and point of presence site operated by or on behalf of Sprint.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

TERRY C. Hartwick
Mayor Terry C. Hartwick

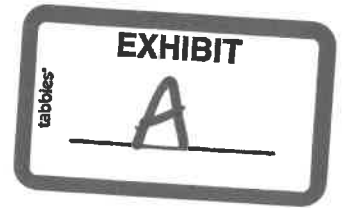
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	10:27	A.M.	_____	P.M.
By	Amy Field S			
DATE	6-28-24			
Diane Whitbey, City Clerk and Collector				
North Little Rock, Arkansas				
RECEIVED BY	<u>[Signature]</u>			



**EXTENSION OF LICENSE AGREEMENT
FOR THE
MAINTENANCE OF FIBER OPTIC LINES
IN THE
PUBLIC RIGHT OF WAY**

This Extension of License Agreement ("Extension Agreement") is made by and between the CITY OF NORTH LITTLE ROCK, ARKANSAS, an Arkansas municipality of the first class (the "CITY"), and SPRINT COMMUNICATIONS COMPANY L.P., a Delaware limited partnership ("SPRINT"), for the purpose of extending that certain License Agreement previously executed by the Parties on March 7, 2019 for the maintenance of fiber optic lines in public right of way owned and maintained by the CITY, the effective date of the Extension Agreement being the date executed by the CITY (the "Effective Date"). The CITY and SPRINT may be referred to herein individually as Party" and collectively, as "Parties".

RECITALS

WHEREAS, SPRINT is a Telecommunications provider as defined by the Arkansas Telecommunications Act codified at Ark. Code Ann. § 23-17-101, *et seq.* and entered into the License Agreement with the CITY on March 7, 2019 for the maintenance of fiber optic lines in certain public rights of way ROW owned and maintained by the CITY for the limited purpose of facilitating communications between a cellular switch and point of presence ("PoP") site operated by or on behalf of, SPRINT, which License Agreement expired on March 7, 2024. A true and correct copy of the License Agreement is attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, the License Agreement provides that, upon City Council approval, the Agreement may be renewed for an additional five (5) years term; and

WHEREAS, the Parties desire to renew the License Agreement for an additional five (5) years, under the same terms and conditions as stated in the Agreement (the "Extension Agreement"); and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

1. Upon approval by the North Little Rock City Council by Resolution, the License Agreement dated March 7, 2019, which expired on March 7, 2024, is hereby extended for an additional five (5) years, with the price per linear feet increasing annually by 2.2% beginning on the Effective Date, in accordance with the License Agreement, with the same terms and conditions as provided in the License Agreement remaining the same, and shall expire on March 7, 2029.

2. The Resolution authorizing the Extension Agreement shall be attached hereto and incorporated as if fully set forth herein as **Exhibit "B."**

3. Except as hereby amended by this Extension Agreement, the License Agreement shall remain unchanged, in full force and effect, and the License Agreement remains enforceable against each of the Parties and is hereby ratified and acknowledged by each of the Parties.

4. This Extension Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterpartss shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the name and seal of the CITY is hereunto affixed by its duly authorized Mayor and City Clerk, and the authorized representative of SPRINT.

CITY OF NORTH LITTLE ROCK

SPRINT COMMUNICATIONS COMPANY L.P.

Terry C. Hartwick, Mayor

David Schaeffer, President & CEO

Date

Date

ATTEST:

Diane Whitbey, City Clerk

Approved as to Form:

CITY OF NORTH LITTLE ROCK

Amy Beckman Fields
City Attorney

By: _____

Deputy City Attorney

Date