

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** March 5, 2018
FROM: Douglas R. Gonzales, City Attorney
SUBJECT: Proposed Agreement with AT&T for Wired Communications Services

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 – Blanket Purchase Order and Master Agreement
- 3) Method of Procurement (RFP, bid, etc.) – “Best interest” exemption
- 4) Term of Contract
 - a) initial – 3 yrs.
 - b) renewals (if any) –
 - c) who exercises option to renew –
- 5) Contract Amount - \$910,000 (est.)
- 6) Termination rights – City can terminate without cause but may have to pay termination charges.
- 7) Indemnity/Insurance Requirements – Each party will indemnify the other.
- 8) Scope of Services – Analog voice lines, local, Intra-LATA long distance, PRI circuits to carry voice traffic between the INET (Institutional Network) and the Public Switched Network, and Megalink circuits for four-digit dialing between City facilities.
- 9) City’s prior experience with Vendor – Yes.
- 10) Other significant provisions – The Master Agreement establishes a period of 2 yrs. to file a civil action under the agreement and says the agreement will be governed by New York law. The statute of limitation in Florida is 5 yrs. and the statute of limitations in New York is 6 yrs. Under Florida law, any provision attempting to reduce a statute of limitations is invalid, while such a provision is valid in New York. All things considered, the application of New York law to this agreement may result in a valid reduction to 2 yrs.

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