

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** January 16, 2015

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Applicant Installed Facilities Agreement for Underground Conversions

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 – Public Works
 - 2) Type of Agreement – Applicant Installed Facilities Agreement for Underground Conversions
 - 3) Method of Procurement (RFP, bid, etc.) – n/a
 - 4) Term of Contract
 - a) initial – n/a
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
 - 5) Contract Amount – No monies associated with execution of this Agreement by the City. CRA shall pay for the costs of undergrounding utilities.
 - 6) Termination Rights – Either party may terminate for cause. City may terminate any time prior to the start of construction.
 - 7) Indemnity/Insurance Requirements – City shall protect, defend, indemnify and hold FPL free and unharmed from and against any liabilities whatsoever resulting from or in connection with this Agreement, the Conversion or in connection with the performance of the Work by the City, its employees, Contractors or Contractor employees, whether or no such liabilities are due to or caused in whole or in part by the negligence of FPL; including but not limited to payment disputes between contractor and City.
 - 8) Scope of Services – CRA shall convert overhead utility lines to underground.
 - 9) Other Significant Provisions – n/a
- cc: Wazir Ishmael, City Manager