

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: CRA Chair and Board Members **DATE:** December 21, 2022

FROM: Douglas R. Gonzales, General Counsel

SUBJECT: Proposed Agreements with FPL, Comcast, Hotwire and Crown Castle Fiber

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – CRA
- 2) Type of Agreement – FPL Applicant Installed Facilities Agreement for Underground Conversions, FPL Underground Facilities Conversion Agreement, FPL City/County Right-of-Way Agreement for Underground Conversions, Comcast Invoice, Hotwire Cost Estimate, Crown Castle Fiber LLC Fiber Relocation Agreement
- 3) Method of Procurement (RFP, bid, etc.) – Section 38.41(C)(2) of the City's Purchasing Ordinance provides that, sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Chief Procurement Officer determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one source.
- 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 – FPL \$1,004,824.00, Comcast \$558,600.92, Hotwire \$86,340.10 and Crown Castle Fiber \$70,649.00
- 6) Termination Rights – Either party may terminate for cause.
- 7) Indemnity/Insurance Requirements – FPL - Subject to the provisions and limitations of Florida law, City shall protect, defend, indemnify, and hold FPL free and unharmed from and against any liabilities whatsoever resulting from or in connection with the Agreement, the Conversion or in connection with the performance of Work by City, its employees, agents and contractors or contractor's employees. The City's indemnity obligations to FPL shall not apply to any claims or liabilities that are caused by the sole negligence of FPL.

Crown Castle Fiber LLC - City shall indemnify, defend and hold harmless Crown, its affiliates, its employees, officers, directors, agents, successors,

assigns, and landlords from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, reasonable attorneys' fees, costs, expenses and losses which result or arise from: 1) injuries to or death of any persons or damage to property, including theft, in any way arising out of or caused by the Work performed; 2) any failure of City to perform its obligations under this Agreement, or breach by City of any representation, warranty, covenant or agreement contained in the Agreement; 3) any release of hazardous substances, pollutants or contaminants caused in the performance of the Work; 4) any violation of any law, regulation, rule, standard, or other governmental requirement by City; and 5) any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights arising from or in connection with the products or materials provided or the Work performed under the Agreement or their use.

Contractors shall comply with applicable CRA requirements.

- 8) Scope of Services – Contracts shall convert overhead utility lines to underground.
 - 9) Other Significant Provisions: n/a
- cc: Jorge Camejo, Executive Director for the CRA