



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: June 15, 2021

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

7

Subject: Resolution No. 2747.21 – Authorizing a Joint Project
Agreement with FDOT for Turf and Landscape Maintenance

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2747.21 as presented.

Background:

The Town has had a long standing agreement with the Florida Department of Transportation (FDOT) for the maintenance of Ocean Boulevard. The agreement calls for the Town to maintain Ocean Boulevard and reimburses the Town for expenses related to the maintenance.

Our annual costs for this service averages \$142,500 per year, of which \$13,972.00 is provided by FDOT.

Fiscal Impact:

The Town will receive \$13,972.00 from the Florida Department of Transportation.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2747.21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A JOINT PROJECT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR TURF AND LANDSCAPE MAINTENANCE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE MAYOR AND TOWN MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") desires to enter into a Joint Project Agreement with the State of Florida Department of Transportation ("FDOT") concerning turf and landscape maintenance of certain FDOT rights-of-way; and

WHEREAS, the Town Council finds that approval of the attached Joint Project Agreement between FDOT and the Town is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Agreement Approved. That the Joint Project Agreement, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), is hereby approved, and the Mayor is authorized to execute the Agreement on behalf of the Town, once approved by the Town Attorney as to form and legal sufficiency.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action necessary to implement and enforce the purposes of this Resolution and the Agreement on behalf of the Town.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

Sponsored by the **Town Administration.**

The Motion to adopt the foregoing Resolution was offered by _____, seconded by _____ and on roll call, the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 15th day of June, 2021.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: ASF58 Renewal: (1st, 2nd, etc.) 2nd
Financial Project No(s): 252354-4-78-01
County(ies): Miami-Dade

This Agreement made and entered into this _____ day of _____, _____, by and between the State of
Florida Department of Transportation, hereinafter called "Department", and Town of Golden Beach, 1 Golden Beach Drive,
Golden Beach, Florida 33160 hereinafter called "Contractor".
(This date to be entered by DOT only.)

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 30 day of September, 2019
entered into an Agreement whereby the Department retained the Contractor to perform maintenance of all turf and
landscape areas within the right-of-way on the State Roads described in "Exhibit A" of the original contract; and
(This date to be entered by DOT only)

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties
and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each
to the other, the parties agree to a renewal of said original Agreement for a period beginning the 7 day of December, 2021
and ending the 6 day of December, 2022 at a cost of \$13,972.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day,
month, and year set forth above.

Town of Golden Beach
Name of Contractor

Contractor Name and Title

BY: _____
Authorized Signature

Name of Surety (SEAL)

City State

By: _____
Florida Licensed Insurance Agent or Date
Attorney-In-Fact (Signature)

Countersigned: _____
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary or Designee (Signature)

Title: _____

Legal: _____

Fiscal: _____
Approval as to Availability of Funds



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: June 15, 2021

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

8

Subject: Resolution No. 2748.21 – Authorizing Budget Amendment #1
to Fiscal Year 2020/2021 Operating Budget

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2748.21 as presented.

Background:

The Tweddle Park Outfall Fitting Replacement was an unforeseen event/expense that was not budgeted for in our current budget. Therefore, we are requesting a Budget Amendment transferring the necessary funds from the General Fund Contingency to the Stormwater Fund.

See the attached Authorization to Budget Transfers for details.

Fiscal Impact:

Neutral impact; this Item reallocates previously budgeted items.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2748.21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2020-2021 FISCAL YEAR OPERATING BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") adopted an Operating Budget for the 2020-2021 Fiscal Year; and

WHEREAS, the Town Manager has recommended certain amendments as described in the June 15, 2021 Memorandum attached to this Resolution as Exhibit "A"; and

WHEREAS, the Town Council finds that the proposed amendments are in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Amendment. The 2020-2021 Fiscal Year Operating Budget is hereby amended as reflected in Exhibit "A" to this Resolution and the funds are appropriated for the purposes therein.

Section 3. Implementation. That the Mayor is authorized to take any and all action, which is necessary to implement this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon

adoption.

Sponsored by the **Town Administration**.

The Motion to adopt the foregoing Resolution was offered by _____,
seconded by _____, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 15th day of June, 2021.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



Authorization of Budget Amendment
Fiscal Year 2020 - 2021

REQUEST DATE June 10, 2021

Account No.	Description	Council Approved Budget	Transfer	Amended Budget
All Departments			Decrease	
001-519-581000-00-000	General Fund Contingency	\$ 274,800.00	\$ 78,600.00	\$ 196,200.00
001-382-410000-00-000	Transfer from SW	\$ 150,000.00	\$ 78,600.00	\$ 71,400.00
			\$ 157,200.00	
			Increase	
410-538-634000-00-000	Infrastructure -Tweedle Park SW Outfall	\$ -	\$ 78,600.00	\$ 78,600.00
410-389-200000-00-000	Transfer from General Fund	\$ -	\$ 78,600.00	\$ 78,600.00
			\$ 157,200.00	

1. Budget Transfer from the General Fund Contingency to the Stormwater Fund for the Tweedle Park Outfall Fitting Replacement project.

Request by:

Finance Director:

Approved by Town Manager



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: June 15, 2021

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

9

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2749.21 – Approving contract with
Southeastern Engineering Contractors for the Tweddle Park
Stormwater Outfall Fittings Replacement

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2749.21 as presented.

Background:

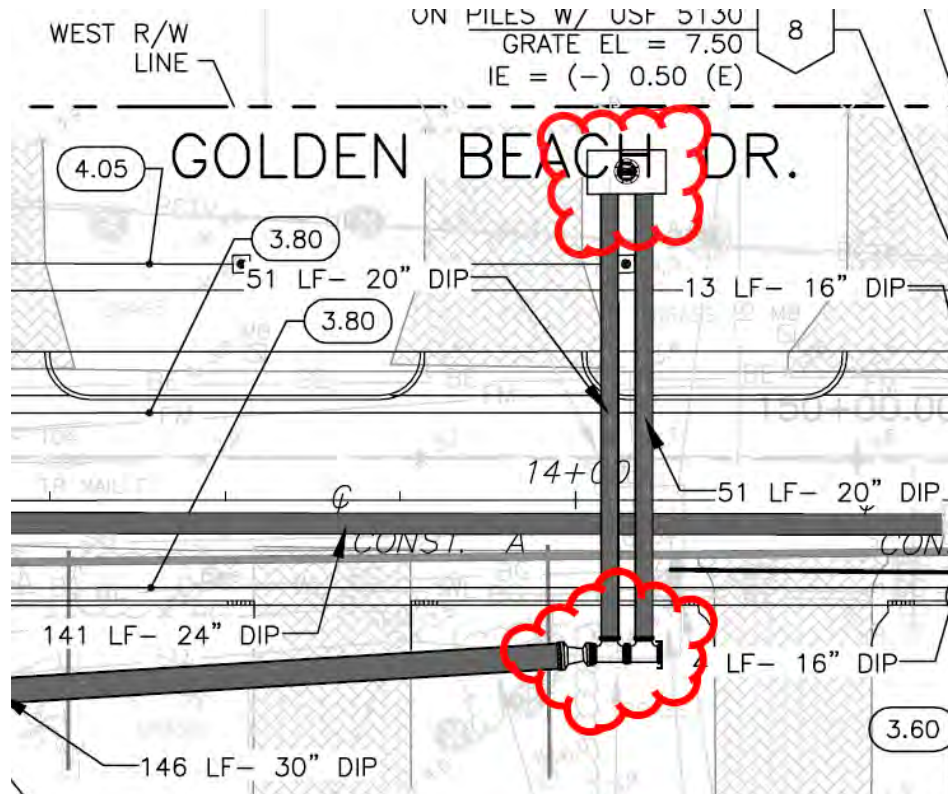
The drainage well at Tweddle Park has had a significant loss (approx. 90%) in drainage capacity. This has caused the majority of the discharge to be diverted to the existing gravity outfall. In the best effort to reduce flooding at the tennis courts and adjacent areas, we believe the proposed repair to the gravity outfall will improve the rate of discharge.

The work entails the replacement of existing fittings near 147 Golden Beach Drive with new fittings to improve the hydraulics of the existing stormwater gravity outfall and includes the adjustment of the manhole opposite of this location with a new top slab with sealed lids (see sketch below for work location) to keep lids from surcharging.

As we worked towards a solution to address the lost discharge capacity of the existing drainage wells at Tweddle Park and in order to ensure we have obtained competitive pricing, Craig A. Smith & Associates (CAS) requested and received three (3) price proposals from qualified contractors that can perform the requested work.

Southeastern Engineering Contractors (SEC) is quite familiar with the Town's infrastructure as they were the successful bidder awarded the Town's capital

improvement project, drainage systems, potable water systems, completion of an existing stormwater pumping station (North Park), and the full construction of the South Park Pump Station (both stations designed and permitted by CAS). In addition, they are currently installing the Town's Center Island Pump Station. Based on our review, SEC has the lowest and most responsive-responsible price proposal. Town staff and CAS hereby recommends the award for to SEC based on the price and previous track record.



Fiscal Impact:

The fiscal impact for this project is \$78,500.00. These funds will come from the Contingency Fund and will be due to the General Fund from the Stormwater Fund.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2749.21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR THE TWEDDLE PARK STORMWATER OUTFALL FITTINGS REPLACEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the “Town”) has an ongoing capital improvement program that includes stormwater improvements throughout the Town; and

WHEREAS, the Town tasked Craig A. Smith & Associates (CAS) with obtaining price proposals from qualified contractors to address the lost discharge capacity of the existing drainage wells at Tweddle Park, by replacing the existing stormwater outfall fittings; and

WHEREAS, CAS received three (3) price proposals and upon evaluation of each of the proposals recommended the Project be awarded to Southeastern Engineering Contractors, Inc. (the “Contractor”) as having the lowest, most responsive-responsible price proposal; and,

WHEREAS, after careful consideration of the recommendation by Craig A. Smith & Associates, Inc. and the evaluation criteria, the Town Council wishes to award the Project to the Contractor in accordance with the agreement, attached to this Resolution as Exhibit “A,” (the “Agreement”) ; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval of Agreement. The Town Council hereby awards the Project to the Contractor and approves the Agreement.

Section 3. Implementation. The Mayor is hereby authorized to execute the Agreement after approval by the Town Attorney, and the Mayor and Town Manager are hereby authorized to take all steps reasonably necessary to implement the Agreement and this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by _____,
seconded by _____, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 15th day of June, 2021.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



April 21, 2021

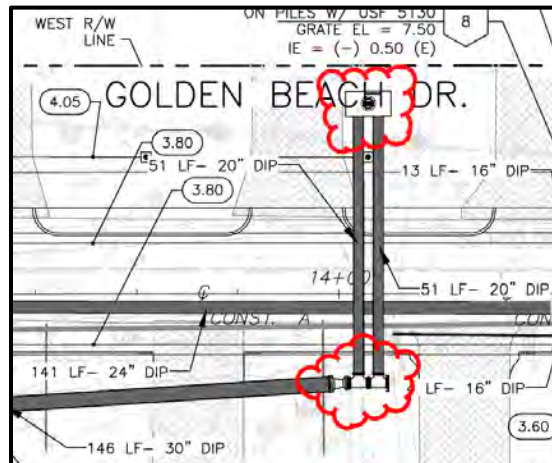
Alexander Diaz, Town Manager
1 Golden Beach Drive
Golden Beach, Florida 33160

(via e-mail)

**RE: Town of Golden Beach - Tweddle Park Stormwater Outfall Fittings Replacement
PRICE PROPOSAL RECOMMENDATION
CAS PROJECT NO. 16-0944-STMWTR**

Dear Mr. Diaz:

As we worked towards a solution to address the lost discharge capacity of the existing drainage wells at Tweddle Park and in order to ensure we have obtained competitive pricing, Craig A. Smith & Associates (CAS) requested and received three (3) price proposals from qualified contractors that can perform the requested work. The work entails the replacement of existing fittings near 147 Golden Beach Drive with new fittings to improve the hydraulics of the existing stormwater gravity outfall and includes the adjustment of the manhole opposite of this location with a new top slab with sealed lids (see sketch below for work location) to keep lids from surcharging.



Price proposals were received from the following contractors.

- | | |
|--|---------------|
| 1. Southeastern Engineering Contractors (SEC): | \$78,500.00. |
| 2. Shenandoah: | \$148,220.00. |
| 3. David Mancini & Sons, Inc.: | \$100,000.00. |

SEC's price is much lower than other proposers and this could be attributed to the fact that they are currently mobilized and constructing the Center Island Pump Station project having forces already in place to perform the work. SEC is quite familiar with the Town's infrastructure as they were the successful bidder awarded the Town's capital improvement project around 2010 consisting of road work, drainage systems, potable water systems, completion of an existing stormwater pumping station (North Park) and the full construction of the South Park Pump Station (both stations designed and permitted by CAS).

Based on our review, SEC has the lowest and most responsive-responsible price proposal and CAS hereby recommends the award for \$78,500.00 to SEC based on the price and previous track record.

We look forward to working with the Town and SEC on a successful project. Please contact me at the letterhead numbers shown or by electronic mail at orubio@craigasmith.com should you have any questions or require any additional information.

Sincerely,

CRAIG A. SMITH & ASSOCIATES, INC.



Orlando A. Rubio, PE
Sr. Supervising Engineer

Enclosures; Contractors' Price Proposals

Cc: TGB – Alexander Diaz, Town Manager; Maria Camacho, CFO; Lissett Rovira; Lisette Perez (via email)
CAS – Stephen C. Smith, PE, Tony Gomes (via e-mail), File

\\cas-file\Projects\Cities_Villages_Towns\Golden_Beach\08-1465-GB_DRAINAGE\TWEDDLE PARK\TweddleParkOutfallFittings\Bid Recommendation for TGB_TPFittings.docx



PROPOSAL					
PROJECT DESCRIPTION:		TOWN OF GOLDEN BEACH		DATE: 02/09/2021	
FINANCIAL PROJECT ID:		Drainage Modifications			
PROJECT NO.:		N/A			
ITEM		UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT
1	Mobilization and General Items	LS	1.00	1,800.00	1,800.00
2	Soft Digging	LS	1.00	5,500.00	5,500.00
3	Furnish and Install Pipe and Fittings	LS	1.00	55,400.00	55,400.00
4	Remove and Replace MH Top Slab with a Riser	LS	1.00	11,600.00	11,600.00
5	Cleaning	LS	1.00	1,200.00	1,200.00
6	Restoration	LS	1.00	3,000.00	3,000.00
				TOTAL	78,500.00

Payment Terms:

The price(s) quoted here are based on the quantities/measurements stated above. Any change in measurement or quantity may result in a price adjustment. Customer agrees to pay interest on past due payments at the highest rates allowed by law from when payment is due until payment is received by Southeastern. Customer agrees to pay all costs of collections due to non payment and reasonable attorney fees of the contractor in any effort to collect moneys under this agreement. All prices quoted are good for 30 days.

Exclusions: Permit fees unless specifically accounted for above, HOA fees, landscape restoration or any other work not specifically listed or described in this proposal. If you do not see an item of work described above please do not assume that it is accounted for.

If needed, Town to provide for police services at no cost to SEC.

All work to be performed during daylight hours. Add 1.5 x labor costs for night work.

No restoration or repairs work such as landscaping, irrigation, etc., etc. is included in above items.

Minimum charge for concrete is \$2,800

Submitted by: **Southeastern Engineering Contractors, Inc.**
911 NW 209th Avenue, Suite 101
Pembroke Pines, FL 33029

Accepted by: _____

Town of Golden Beach



1888 NW 22nd Street
(954) 975-0098

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

DATE: April 02, 2021
SUBMITTED TO: Craig A. Smith
STREET: 21045 Commercial Trail
CITY, STATE & ZIP: Boca Raton, FL 33486
PHONE: (561) 314-4445
FAX:
EMAIL: acaruso@craigasmith.com
JOB NAME: Tweddle Park Pumpstation Outfall
Fittings replacement
ATTENTION: Al Caruso

PROPOSAL #P21343

We propose to furnish a crew and all necessary equipment to remove and re-install fittings as shown on sketch provided by engineer at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

1 - F&I DIP fittings	(at \$145,220.00 Lump Sum)	1 Lump Sum	\$145,220.00
2 - Utility conflict allowance (Optional)	(at \$3,000.00 Allowance)	1 Allowance	\$3,000.00

Estimated Total: **\$148,220.00**

Notes: Includes daytime work 7am to 5pm

NOTE: Shenandoah Construction is not an engineering firm nor does it assume responsibility for any engineering design; therefore, we offer this proposal as our professional recommendation and interpretation of what could potentially work for the client or owner needs. By accepting this proposal, the client or owner accepts Shenandoah Construction recommendations to proceed with the work as described above.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Robson Lima

TITLE
Estimator

DATE
04/02/2021

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:

REQUEST FOR PROPOSAL # 001



2601 Wiles Rd Pompano Beach Florida 33073
PH: (954) 977-3556 FAX: (954) 944-2040

PROJECT #: TOWN OF GOLDEN BEACH
CONTRACTOR: David Mancini & Sons, Inc. (DMSI)
Date: 4/20/2021

Description: Furnishing and installation of pipes, fittings and accessories to perform the pipe adjustment shown in the marked As-Builts ((Drawing # 1 and 2) and top slab modifications to Structure # 46A (Drawing # 4).
Location: Golden Beach Drive Sta. 14+00

SUMMARY OF DIRECT COSTS

ITEM	DESCRIPTION OF WORK	UNIT	QUANTITY	TOTAL
1	General Conditions	LS	1.00	100,000.00
2	Mobilization	LS	1.00	
3	Discharge pipe modification (Pipes, fitting, accessories)	LS	1.00	
4	Manhole Modification	LS	1.00	
5	Backfill and Temporary Restoration	LS	1.00	
<u>Grand Total</u>				<u>\$ 100,000.00</u>

Sincerely,

A handwritten signature in blue ink, appearing to read "Fabio Angarita".

Fabio Angarita



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: June 15, 2021

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: Resolution No. 2750.21 – Approving contract negotiations with
Hotwire Communications

Item Number:

10

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2750.21 as presented.

Background:

The Town has worked over the last 18 months to bring this item forward for your consideration. This pioneering move to provide a managed in-home WiFi system and a dedicated fiber network with minimum speeds of 1 Gig Symmetrical is a first for any City in the nation. As a society, we have become more and more dependent on the need for access to the internet; data today is critical to our way of living.

We are excited at the prospect of providing fiber-optic internet with a managed Wi-Fi system, with minimum speeds of 1 Gig Symmetrical to all of the resident homes. The Mayor, staff and I have been working with multiple communication's companies to find the best fit for the Town's needs. We are confident after several months of meetings and company tours, that we have found the scope of services that will place our Town at the forefront of the latest technology available by partnering with Hotwire Communications, Ltd.

I want to emphasize that this decision was not made lightly. It comes after several months of discussions and direction on how to move forward with this project to best serve the needs of the Town.

The process of vetting the selected companies (Hotwire, Bluestream, and Atlantic Broadband) began in February with a series of Zoom meetings. Later that month, the Mayor, Manager, Chief and staff visited the Hotwire Technology Center (HTC) colocation and Data Center in Ft. Lauderdale. We were guided through their secure areas to demonstrate their protocols and methods of service. The tour was impressive, and gave us confidence in Hotwires ability to deliver on the technology and services they are proposing.

The second contender Bluestream, has also shown their capabilities and desire to become partners with the Town. Similarly, they proposed the technology, bandwidth and redundancy that we require. With some differences between methods of installing infrastructure, Bluestream was also competitive with their pricing and service level agreement.

The third contender Atlantic Broadband, provided competitive pricing, however, they do not have the capabilities to deliver the bandwidth we require or that was offered by the other companies. In addition, many residents of the Town have expressed that they have experience unreliable connectivity and customer service that is lacking in the ability to solve problems in a timely manner. Thus, the decision was made not to move forward with this company.

It was understood by all companies that our Town requires 'turn-key' installations and maintenance. The Wi-Fi coverage must be provided to cover the entire interior of the home with a 'mesh' network. Each home will have approximately 6,000 S.F. of Wi-Fi coverage (additional coverage beyond what the Town will provide, can be added for an additional fee). This will be a managed network that if for any reason connection is lost, the selected company will be liable for solving the issue and/or replacing equipment as needed. Residents will also be offered a pre-negotiated rate for additional services that include: Video, Phone, Home Security, and Home Automation.

At the Fiber Options Workshop, held on May 11, 2021, the Council was asked three questions. The response to these questions would be the guiding principles for the Administration in moving forward with determining the best Fiber Solutions package for the residents.

1. Whether or not the Town Council wishes to provide Fiber and WIFI to services to the homes? The Answer: Yes
2. The Cost is approximately \$50 per month per home (\$600 annually). Does Council agree to charge the residents that amount? The Answer: Yes
3. Should the answer to numbers 1 and 2 be yes, who does the Council authorize the Mayor and Town Manager to negotiate with for contract consideration at a future meeting? The Answer: Hotwire Communications, Ltd.

At that workshop the Council determined that Hotwire had the greatest ability to deliver on their proposal. Through the vetting process, we have discovered that

Hotwire is in fact the only company that owns, and has a direct connection to their data center. The contender leases their connection from another company (ie. Bluestream from Crowncastle) and uses third-party suppliers for their additional services. Hotwire has a complete suite of services that are all managed in-house including: 1000mps/1000mps Fiber internet & Wi-Fi 6 technology, Network security and monitoring, CCTV, Access Controls, Voice-Over IP, Phone, and Video.

Within the agreement, Hotwire stipulates that they will install a 100% Fiber optic/GPON network "Backbone" throughout the community in order to provide bulk and retail telecommunications services to all homes, commercial locations, parks, and the beach.

The Town has structured a non-bulk relationship that provides our residents with very competitive video, phone and security services at bulk rates.

The Town will be providing each home with minimum download and upload speeds of 1 Gig, and a managed Wi-Fi system for an initial rate of \$44.99 per home/per month.

The Town will also enter into a security relationship with Hotwire where the Town's current CCTV, Gate Access System and buildout of our security and access control of the new Civic Center will be assumed by Hotwire at a deeply discounted and highly competitive rate of \$10 per home/per month. Residents will be asked to fund both of these costs through an annual assessment.

So, what is next? By approving the attached Resolution, Council is accepting the terms and proposal, acknowledging the agreement, and giving authority for the Mayor and I to finish putting together an agreement that will best serve, and meet the needs of the residents of Golden Beach. With your favorable approval of this item, at your August Town Council Meeting you will be provided with a series of resolutions on how to fund this project over the next ten years. The Administration has already begun working with a consultant to prepare the necessary documents to bring the assessment proposal before you for approval in August, part of which includes commissioning an assessment study, which will provide a clear implementation report for funding both fees.

Here is a quick timeline of the efforts the Town has undertaken to acquire the appropriate services for the community:

- May of 2020 Mayor and Town Manager begin evaluation of need for better Internet Service in Town
- October 20, 2020 Town Council held Fiber Options Zoom Virtual Workshop
- October 27, 2020 Town Council held Fiber Options Second Zoom Virtual Workshop
- February 2, 2021 Mayor Singer, Manager Diaz and staff do a site visit to Hotwire Communications

- February 9, 2021 Administration holds a Follow-Up Meeting with Hotwire Communications
- February 23, 2021 Zoom Presentation by Bluestream Fiber
- March 5, 2021 Survey issued to resident concerning Fiber internet services
- March 23, 2021 One-on-One Meeting with Bluestream Fiber
- March 24, 2021 one-on-One Meeting with Hotwire Communications
- March 25, 2021 One-on-One Meeting with Atlantic Broadband
- April 8, 2021 In-person Presentation by Hotwire Communications in Council Chambers
- May 5, 2021 In-person Presentation by Bluestream Fiber in Council Chambers
- May 11, 2021 In-person Fiber Options Workshop held at the Beach and Via Zoom
- May 17, 2021 Follow-Up Meeting with Hotwire Communications to begin contract negotiations
- May 18, 2021 Follow-Up Zoom Meeting with Hotwire Communications to further discuss contract negotiations
- May 24, 2021 In-person Meeting with Hotwire Communications to discuss expectations moving forward
- May 28, 2021 Zoom Meeting with Town Attorney to discuss Hotwire contract

Fiscal Impact:

The cost for the bulk internet service with installation initially is approximately \$55.00 per home/per month.

Attachments:

- Hotwire Communications, Ltd. Proposal & Rate Sheet
- Stipulated Contract Terms
- Installation and Service Agreement
- Community References Q & A with three separate communities who are current customers of Hotwire

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2750.21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE TERMS OF A COMMUNICATION SERVICES INSTALLATION AND SERVICE AGREEMENT WITH HOTWIRE COMMUNICATIONS, LTD. FOR TELECOMMUNICATION SERVICES; EXPRESSING THE INTENT TO FUND SUCH SERVICES WITH A SPECIAL ASSESSMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach (the “Town”) has competitively selected Hotwire Communications, Ltd. (“Hotwire”) to provide fiber-optic based telecommunication services (including high-speed internet) for the residents of the Town; and

WHEREAS, the Town Manager and Mayor have negotiated the principle terms of a proposed contract for the services with Hotwire; and,

WHEREAS, the Town Council wishes to approve such terms as reflected on Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Terms and Tentative Contract. The Town Council hereby approves the terms of a proposed Communication Services Installation And Service Agreement With Hotwire Communications, Ltd. in substantially the same form as set forth in Exhibit “A”.

Section 3. Special Assessment. The Town Council intends to fund the telecommunication services through a non-ad valorem special assessment, subject to all legal adoption processes.

Section 4. Implementation. The Mayor is hereby authorized to execute a final agreement with Hotwire Communications incorporating the approved terms and subject to approval by the Town Attorney. The Town Mayor and Town Manager are hereby authorized to take all steps reasonably necessary to implement this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by Councilmember _____, seconded by _____ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 15th day of June, 2021.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



Stipulated Contract Terms



- Infrastructure/conduit with fiber throughout town & to each residence.
- Dedicated service (not shared with neighbors) provided by (1) Symmetrical Gigabit ONT for (377) each home.
- Managed In-home Mesh Wi-Fi 6 System.
- Four (4) Wi-Fi 6, tri-band wireless routers installed within each home.
- Fision Go – Community Messaging Application.
- In-Home Service Custom Consultation for each resident prior to installation appointment.
- On-site Support provided throughout launch process.
- Dedicated Account Management – Service and maintenance manager assigned to Golden Beach for a period of (6) months post launch period.
- Local call center with live customer service agent – access number dedicated to Golden Beach, answer within (60) seconds.
- Rental/management of additional equipment (i.e. Eeros, DVR, Set-top box) as needed by resident.
- Video Programming options – Promotional rates for video offered for the first 12 months to be extended to the term of the contract if the town sign-on exceeds 40% (approx. 151 Residents). If the town does not reach 40%, any resident who signed up during the promotional period will keep the promotional rate.
- (1) Fision Terabyte DVR Box included for each resident with television service sign-on.
- Telephone options
- (10) year term
- Annual Increase capped at 3%
- Bill sent to residents to reflect a credit for the bulk internet package paid by The Town of Golden Beach.
- Common Area Wi-Fi in (9) parks, (1) beach area
- Town to retain ownership of conduit in municipal locations.
- Enterprise Grade Common Area Wi-Fi in 9 park locations and 1 beach area throughout Town
- Wi-Fi to be restricted to Town of Golden Beach residents, staff and guests of Residents/Town.
- Commercial Security System - Fiber Build, System integration, System takeover, Replacement, Product Warranty, Installation, Network Operation Center Monitoring and Supportive Services.

Camera Scope:

- Take over existing 74 Camera Locations
- Install New NVR and Archive Server to have 24/7 x 180 days of recording
- All Times are based on 5MP x 74 Cameras x 24/7 in H.264/ONVIF
- Redundant NVR with Failover License

- 25 New Camera locations for Civic Building
- 10pc at 5MP are Analytic Cameras
- 5pc at 5MP non-analytic
- 10pc 3MP non-analytic
- 1pc 12MP FishEye
- Access control Integration
- 3 Client Towers to support 4 Monitors each Tower
- Town to retain ownership of security system upon expiration of 10 year term

Access Control:

- Take over existing 25 location control boards
- Provide onsite access control server
- Integration to camera system
- Server supports 16-400 readers
- Up to 20 simultaneous operators
- 250,000 Identities
- 25 New Access Locations in Civic Building
 - Warranty – 12 month on installation and manufacturer warranty on parts.

ACCELERATE YOUR COMMUNITY WITH
FIBER OPTIC SOLUTIONS

Hotwire Bulk Services Proposal

Prepared for: Alexander Diaz, Town Manager – Golden Beach

Joe Ferst
Senior Vice President
joe.ferst@hotwirecommunication.com
(954)661-6473

Hotwire will provide the following for the Town of Golden Beach:

1. Fiber Optic Network: Hotwire will install a 100% Fiber optic/GPON network "Backbone" throughout the community in order to provide bulk and retail telecommunications services to all homes, commercial locations, parks, and the beach.

Services Offered: Telecommunications services offered will include Digital Video, High Speed Internet, Digital Phone, Security, and Colocation.

- **Bulk Internet Option**– Dedicated Internet (Symmetrical)
 - o \$44.99 - 1,000Mbps/1,000Mbps (Symmetrical Gigabit) - Dedicated for Each Home
 - 1 Gigabit Optical Network Terminal (ONT) [**10 Gigabit ONT Available**]
 - Retail Data upgrade options of 2 Gigabit and 5 Gigabit Options available
 - Video, Voice and Home Security Monitoring services available upon request
- **Managed In-home Mesh Wi-Fi 6 System**
 - o Included with Bulk Internet Service Option
 - Four (4) Wi-Fi 6, tri-band wireless routers installed within each home. The mesh Wi-Fi 6 system will be installed, managed, maintained and supported by Hotwire through the agreement.
 - Additional Wi-Fi 6 routers can be added on a retail basis throughout the term of the agreement
- **Fision Go - Community Messaging Application Included for Direct Resident Messages (All Residents)**
 - o Included with Bulk Internet Service Option
 - Town of Golden Beach will have the capability to send direct messages to all residents via the Fision Go Communication application. Priority messaging options, Mass messaging and direction messaging options are included.
- **Launch Process**
 - o **Timeline** : Typical Project completion - 120 days
 - Pending Permit Delays, Force majeure and unforeseen variables
 - Hotwire will be providing conduit throughout the community
 - o **In-Home service consultation**
 - Individual service consultations and Wi-Fi design discussions to be scheduled with each of the 377 golden beach residences prior to scheduling of installation.
 - In-Person and Virtual (Covid-19 Friendly) options available
 - o **On-site support**
 - On-site support will be provided throughout the launch process as well as 6 months post transition to account management. Location decided by Town of Golden Beach.
 - o **Dedicated Account management Team**
 - Dedicated account management supervisor and account management will be provided with contact information
- **Video Programing**
 - o Retail Video Promotion
 - 40% Video Package Penetration will result in continuous Promotional Rates for duration of term
 - *Refer to Promotional Retail Rates within Retail Rate Sheet
- **Agreement Term - 10 Years (120 months)**
- **Annual Increase – 3%**

- **Consideration Option**

- o **Option A - Wi-Fi and Commercial Security System - Bulk : +\$10.00 per unit for term of agreement**

- Enterprise Grade Common Area Wi-Fi in 9 park locations and 1 beach area throughout Town
- Commercial Security System - Fiber Build, System integration, System takeover, Replacement, Product Warranty, Installation, Network Operation Center Monitoring and Supportive Services.
- City to retain ownership of security system upon expiration of 10 year term
- Wi-Fi to be restricted to Town of Golden Beach residents, staff and guests of Residents/Town.
- New Civic Building installation of commercial security system according to scope within as well as low voltage infrastructure for Commercial Services within the building.

Fision Security Home Monitoring & Automation is Available



Optional Home Automation:

- Video Doorbell
- Keyless Lock
- Indoor/ Outdoor Camera
- Integrated Thermostat
- Wireless Flood Detector
- Wireless Smoke Sniffer for property protection

2. **Community Portal and App:** We will provide a community portal for communications with residents on behalf of the town, as well as a Hotwire Mobile App that allows residents to watch TV content, view community portal messaging, and conduct business transactions with Hotwire. A Golden Beach specific community webpage will be available for residents to reach us, view lineups, rate cards, and get training on any of our products. Available to all residents that choose the retail video option.
3. **Dedicated Account Management:** During the launch process and post-launch, we will assign dedicated resources to support the residents and administrative staff of Golden Beach. Our team will manage every aspect of project implementation including engineering, construction, in-home consultations, account set-up, installation, and customer education. Upon project completion, our account management team will be accountable for ongoing support to include weekly property visits, Quality Control checks, metric management, and solving any issues that arise. **Hotwire will provide on-site office hours for 6 months post-launch.*
4. **Monitoring and Support:** Hotwire will provide 24x7x365 dedicated monitoring and support for all services deployed at Golden Beach by our multiple redundant Network Operations Center teams in Ft. Lauderdale, Florida and Atlanta, Georgia. This includes weekends, holidays, and during major storms.
5. **Service Level Agreement (SLA):** Hotwire will provide a strict, industry leading SLA to all residents at Golden Beach. SLA details will be specific to each customer type (commercial, residential, security, etc.).
6. **Commercial Discounts:** Commercial services for the Town operations/administration such as internet, voice, etc., will be provided at a discount ranging from 20-30% off per month.
- 7.. **A. In-Home Wi-Fi:** Each residence will receive a custom Wi-Fi walkthrough and design. Installation of 4, ***Wi-Fi 6*** capable access points. Additional access points will be available for lease upon request.
B. Enterprise Wi-Fi: Power and Location of Wi-Fi to be supplied by the Town of Golden Beach prior to Installation.

8. **Consideration A**

Camera Scope:

- Take over existing 74 Camera Locations
- Install New NVR and Archive Server to have 24/7 x 180 days of recording
- All Times are based on 5MP x 74 Cameras x 24/7 in H.264/ONVIF
- Redundant NVR with Failover License
- 25 New Camera locations for Civic Building
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- 5pc at 5MP non-analytic
- 10pc 3MP non-analytic
- 1pc 12MP FishEye
- Access control Integration
- 3 Client Towers to support 4 Monitors each Tower

Access Control:

- Take over existing 25 location control boards
- Provide onsite access control server
- Integration to camera system
- Server supports 16-400 readers
- Up to 20 simultaneous operators
- 250,000 Identities
- 25 New Access Locations in Civic Building
- -Warranty – 12 month on installation and manufacturer warranty on parts
- -Failed Access Control or Failed Cameras during the process that need replacement will be cost + 20%.
- -Warranty repairs following the completion of the project could be - \$125 per hour per technician, \$85 per hour per additional technician & Material + 20%

Camera System and Access Control system will become a Town of Golden Beach Asset following the 120 month term agreement.

Proposed Rate Sheet for Golden Beach

For Association Review Only

Kindly Do Not Distribute

Included Service

Gigabit Internet 1000	Included	1000 Upload
WiFi Router	Included	Four (4) Devices

Television Service Rates

Each television package includes one (1) Fision TV HD/DVR 4K capable box included with voice remote.

HD Digital Limited Basic Package	\$35.99/mo	Special Promotional Rate: \$24.99/mo*
HD Digital Access Package	\$79.99/mo	Special Promotional Rate: \$55.99/mo*
HD Digital Favorites Package	\$89.99/mo	Special Promotional Rate: \$62.99/mo*
HD Digital Premium Package	\$99.99/mo	Special Promotional Rate: \$69.99/mo*
HD Digital Works Package	\$129.99/mo	Special Promotional Rate: \$89.99/mo*

Fision HD 4K Capable Box	\$9.99/mo/each
Multi-Room DVR Service	\$9.99/mo
HBO Max Package	\$14.99/mo
Cinemax Package	\$17.99/mo
Showtime Package	\$17.99/mo
Starz Package	\$17.99/mo
En Espanol Package	\$18.99/mo
Sports Package	\$9.99/mo
Int'l TV Globo	\$19.99/mo
Int'l Deutsche Welle	\$9.99/mo
Int'l Mediaset Italia	\$9.99/mo
Int'l Channel One	\$14.99/mo
Int'l CCTV-4	\$9.99/mo
Int'l RTN	\$14.99/mo
Int'l TV Mode 5	\$14.99/mo
Int'l Israeli Network	\$19.99/mo
Int'l Arabic Package	\$15.99/mo
Playboy Channel	\$16.99/mo
Playboy En Espanol	\$16.99/mo

Internet Rates

2000/2000	\$99/mo	Includes 10 GBPS ONT, 2-Year Term Required
5000/5000	\$199/mo	Includes 10 GBPS ONT, 2-Year Term Required
Static IP Address	\$15.99/mo	
eero Pro Rental	\$5.99/mo	Each additional eero Pro
eero Pro Purchase	\$199	Each + \$.99 cents per month for Monitoring
eero Secure +	\$9.99/mo	Special offer: 3 months free.

Digital Voice Rates

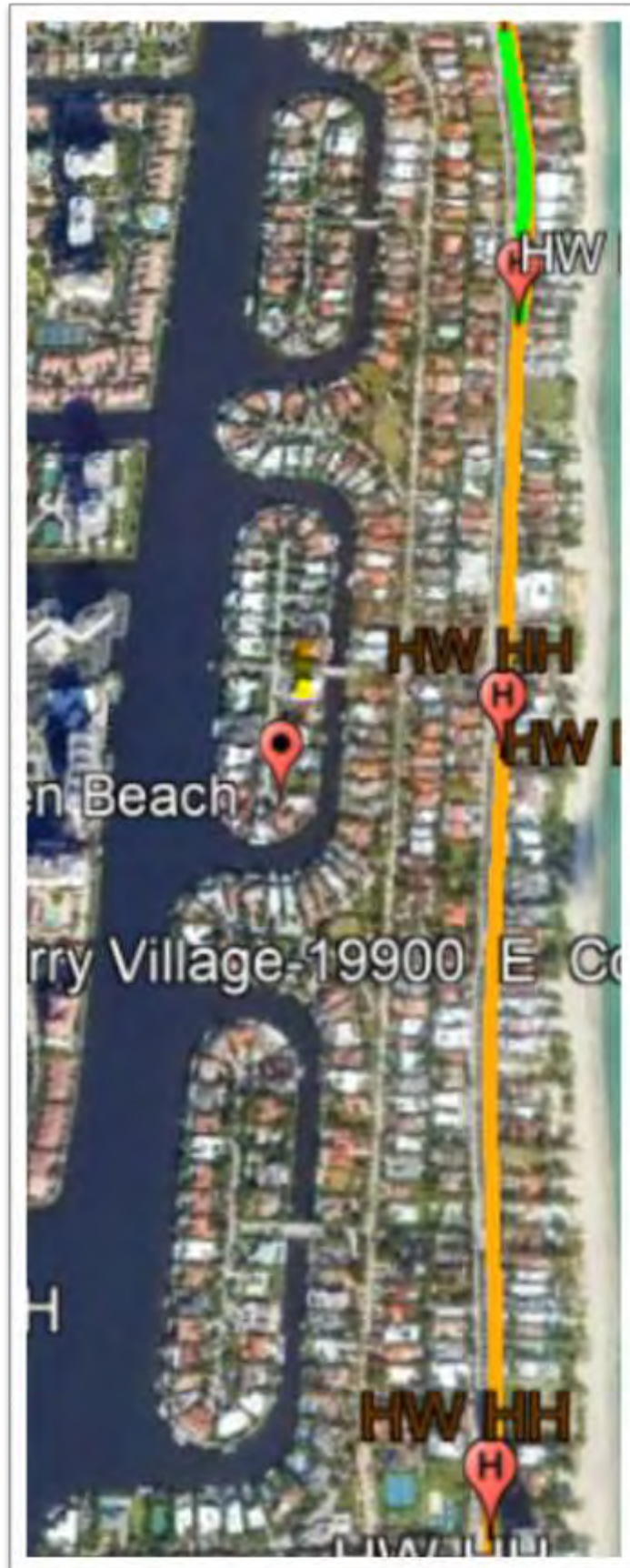
Digital Voice Basic Line	\$14.99/mo	\$14.99/mo for each additional line
Voicemail	\$5.00/mo	per line
Voicemail Plus	\$7.50/mo	per line

Wire Maintenance

Telephone Wire Maintenance	\$6.99/mo
Complete Wiring Maintenance	\$9.99/mo

**Promotional rate valid for the first 12 months. After promotional period ends, video penetration will be measured and standard retail rates may apply. Prices subject to change. Video Content Surcharge (currently \$6/mo), Regional SportsNet Surcharge (currently \$7.99), taxes, fees and surcharges (including the \$6 EVSF telephone surcharge) may apply. Internet service for residential use only, terms & conditions apply. Other restrictions may apply.*

Our Fiber Currently Runs through A1A



GOLDEN BEACH, Single Family Homes – HIGH LEVEL PROJECT TIMELINE

The Hotwire Project Team has outlined the following tentative high-level timeline for Town Management/Council review only. We ask that you kindly do not distribute. All dates are subject to change. Additional information/communication will be shared with the residents and community once we have the ability to access and finalize all project variables.

IMPORTANT DATES - Hotwire High Level Project Timeline

START



Phase 1 - Contract signature & execution.



Phase 2 - Fiber Construction outside the property.



Step 3 - Fiber Construction begins inside the property.



Phase 4: Customer outreach, consultations & scheduling.



Phase 5: Installation of Bulk Services within all [377] units. Installations to consist of 2-man teams, \pm 4 hour completion windows.



Phase 6 : Common area & Commercial installations.

END



Phase 7: Estimated full Project Completion



COMMUNICATION SERVICES
INSTALLATION AND SERVICE AGREEMENT

This is a Communication Services Installation and Service Agreement (this "Agreement") made this _____ day of June 2021 (the "Effective Date") between Hotwire Communications, Ltd. a Pennsylvania Limited Partnership, with a principal address of 3 Bala Plaza East, Suite 700, Bala Cynwyd, PA 19004 (hereinafter the "Operator"), and the Town of Golden Beach, Florida, a municipal corporation with a principal address of 1 Golden Beach Drive, Golden Beach, Florida 33160 (hereinafter the "Town") (collectively "the Parties").

RECITALS

1. The Operator is in the business of constructing, installing, maintaining and operating communication systems for the delivery of telecommunications and entertainment services to both commercial and residential users.
2. The Town provides municipal governance and services to the property owners and residents of 377 unique single family residential homesites (each a "Residence") located within the legal boundaries of the Town of Golden Beach, Florida as described within the Town Charter dated _____, and recorded in _____ of the Public Records of Miami-Dade County, Florida.
3. The Town wishes to engage and hire the Operator to construct, install, maintain, service and operate a telecommunication system within the Town for the purpose of providing the Town property owners and residents (collectively, the "Residents") with the high quality internet service.
4. The Operator wishes to provide the internet services as well as to offer the Residents a full array of other services, including multi-channel video, audio, telephone, alarm monitoring and other services (as further defined herein and hereinafter referred to as the "Services")..
5. The Operator and the Town wish to enter into this Agreement to accomplish the goals and purposes set out by the Parties within the foregoing Recitals.

TERMS

1. **Recitals.** The Recitals set forth above are true, correct and incorporated by reference into this Agreement.
2. **The System.**
 - a. **Improvements.** Subject to the terms of this Agreement, the Operator hereby agrees that it will design, construct, install, operate, service, maintain, and as necessary, rebuild, replace and improve a fiber-optic based telecommunication infrastructure system within that certain property located in the legal boundaries of the Town more particularly as described in **Exhibit "A"** to this Agreement (the "Property"). This system may include, but not be limited to: (i) distribution wiring consisting of the wiring, hubs, repeaters, amplifiers, termination boxes, and all other equipment necessary to transmit the Services ("Distribution Wiring"); (ii) antennas; (iii) cabling and fiber optics to be placed within the publicly dedicated rights-of-way of the legal boundaries of the Town; (iv) Distributed Antennae Systems (DAS); (v)

small cells; (vi) wiring; (vii) transmitters; (viii) microwave equipment; (ix) computers; (x) routers; (xi) switches; (xii) battery backup; (xiii) hubs; (xiv) concentrators; (xv) dishes; (xvi) commercial security hardware and infrastructures; (xvii) underground vaults; (xviii) pedestals; (xix) a head-end equipment room located within a building more fully described in Section 2(b) below; and (xx) any and all other equipment as required by Operator. The system also includes the trenching and installation for a demarcation box on the outside of each Residence. From the demarcation box, a connection will be made to an Optical Network Terminal (“ONT”) within each Residence. The location of the ONT may be referred to in this Agreement as the “Demarcation Point”. The entirety of the system described herein is referred to in this Agreement as the “System” and the equipment making up the system may be referred to as the “Equipment”.

- b. Head-End Room. The Operator shall be given the use of an air-conditioned, climate controlled room on the Property of not less than 150 square feet in size (the “Headend Room”). The Headend Room shall first temporarily be located within the Town Guard Gate house located at the entrance to the Town and shall then be permanently moved to the new Civic Center being constructed within the Property. Operator shall have the free and exclusive use of the Headend Room and shall have the right to secure such locations. Town shall not have the right of unsupervised access to the Headend Room, except in the case of emergency, in which case Town shall have the right to use such keys and to access the Headend Room without first notifying the Operator and without the Operator’s personnel being present; provided, however, that the Town’s unsupervised access shall be only for so long and to the extent necessitated by the emergency. The Town shall notify the Operator of the unsupervised access as soon as possible after gaining said access under this section. All construction, permits, and maintenance expenses associated with the operation of the Headend Room shall be the Operator’s responsibility.
- c. Installation. The Operator shall, at the Operator’s expense, acquire and install all the Equipment, Distribution Wiring and communication facilities required to operate the System. Installation shall be performed in a diligent, safe and professional manner and all materials used by the Operator shall be of good and durable quality. All work shall be performed by licensed contractors and shall be based upon plans and specifications approved in advance by the Town. If during installation of the System, Operator encounters asbestos containing materials (“ACMs”) or presumed asbestos containing materials (“PACMs”), Operator will immediately stop work in the affected area, report the condition to Town in writing and not resume work in the affected area unless Operator receives written approval from Town and Operator is reasonably satisfied that such ACMs or PACMs are sufficiently removed or remedied. In such event, Operator shall not be liable for any delays or failure to complete installation of the System or arrange for the provision of Services as required under this Agreement, and any such delays shall not be a default of Operator under this Agreement.
- d. Maintenance. The Operator shall, at the Operator’s own expense, operate, maintain and service the System and keep the same in good working order and repair in accordance with commonly accepted industry standards and practices.
- e. No Liens. The Operator shall keep the Property and every part thereof and all buildings and other improvements located within the Property free and clear of any and all construction

and mechanics liens for or arising out of the Operator's installation of the System and provision of the Services. The Operator shall indemnify and hold the Town harmless against all such liens and any proceedings pertaining thereto, including reasonable attorney's fees. The Operator shall bond over or discharge any liens within fifteen (15) days of notice of the existence thereof, failing which, the Town may satisfy such lien and deduct any and all costs associated therewith from any sums due or which become due to the Operator hereunder.

- f. Ownership and Use of System and Equipment. It is expressly understood by the Parties that Operator shall have the exclusive ownership and use of the System and Equipment and each component of same, including the exclusive ownership of and use of each ONT to interconnect the Distribution Wiring to each Residence, and the exclusive ownership of, and exclusive access and right to install, operate, inspect, alter, improve, upgrade, rebuild, add to, disconnect, replace, remove, repair and maintain (collectively, "use rights"), the Distribution Wiring installed by Operator as set forth in this Agreement.
- g. Coordination of Obtaining Owner Approvals. The Town shall facilitate and assist the Operator in obtaining the necessary authorization and approvals from individual Residence owners who elect to receive the Operator's Services in order to authorize Operator to construct, install, operate, service, maintain, and as necessary, rebuild, replace and improve its System and Equipment as provided in this Agreement in order to provide Services to said Residences ("Owner Approvals").

- 3. In-Residence Wiring. The Operator at its sole cost and expense shall install into each Residence who elects to receive the Operator's Services and provides the Owner Approvals, a wireless distribution system that provides coverage in relation to the four (4) indoor wireless access points to be provided to the Residence and is capable of speeds of up to 1GB ("In-Residence Wiring"). In-Residence Wiring originates at each terminated jack and extends throughout the Residence to the Demarcation Point. Operator shall be granted the non-exclusive license to use the existing In-Residence Wiring if necessary to provide the Services to the Residents, subject to the Resident Owner's approval; however, refusal to allow Operator to utilize In-Residence Wiring to provide the Services shall not relieve the Town of the obligation to pay for the Bulk Services. Notwithstanding this provision or other provision of this Agreement, Residence owners shall maintain title and ownership of all In-Residence Wiring and outlets. During the installation period, and at no additional cost to the Resident or the Town, the Operator will install Cat5e or Cat6 wiring to the one location at which the ONT will be located. Installation of the Cat5e or Cat6 wiring to additional locations will be \$150, and will be charged directly to the Resident.

4. The Services.

- a. The Services. The Services shall include multi-channel video (cable television, including but not limited to digital programming, High Definition programming, and IPTV, however delivered), audio, high speed internet and data programming, telephone service, alarm monitoring and home automation services, and other services as offered by the Operator (the "Services"). The Services shall be subject to the Performance Specifications, which are attached hereto as **Exhibit "D"**.
- b. The Bulk Services. The Town has elected to have Operator provide, at each Resident

owner's option, certain Services on a bulk basis ("the Bulk Services") for each and every Residence within legal boundaries of the Town for a discounted price. These Bulk Services consist of internet services, and are more fully described in the Bulk Services Addendum, which is attached hereto as **Exhibit "C"**.

- c. The Retail Services. In addition to the Bulk Services to be provided by the Operator to each and every Residence within the legal boundaries of the Town, the Operator shall have the right to market and sell all Services not purchased by the Town as a Bulk Service directly to each Resident ("the Retail Services"). The Operator shall bill each Resident individually for any Retail Service(s) purchased. A description of the Operator's Retail Services and the prices for each shall be posted at www.gethotwired.com.

5. **Rights of Access and Easement.**

- a. The Town hereby grants to the Operator the exclusive right to install, operate, market and maintain the System as provided herein and, in furtherance thereof, hereby grants to the Operator the right of access, easement, and right of way, including reasonable rights of ingress and egress, to, over, on, under, and through the portions of the Property controlled by the Town, to construct, install, lay, operate, provide, connect, maintain, inspect, repair, replace, upgrade, relocate, remove and disconnect the System and the Equipment. To ensure the Operator's easement rights, Town shall sign the Easement Agreement attached hereto as **Exhibit "B"**. Operator may have the Easement Agreement recorded in the applicable local land registry. Town shall file all necessary legal documents to effectuate this Agreement and Operator's express Easement Agreement.
- b. The Town shall use its best efforts to ensure that any subsequent municipality or any other third party to whom the Property may be conveyed approve, adopt and ratify this Agreement, including the express Easement Agreement granted to the Operator and all other exhibits and addenda attached hereto. The Town shall file all necessary legal documents to effectuate the assignment of this Agreement and the Operator's express Easement Agreement.
- c. Without limiting the generality of Section 5(a) above, the Town acknowledges and agrees that the Operator shall have the right of access to the Property controlled by the Town for the purpose of exercising the rights granted to the Operator under this Agreement and the Easement Agreement.
- d. Title. The Town acknowledges and agrees that title in and to the System and all the Equipment and communication facilities installed by the Operator during and after the Term shall at all times remain exclusively with the Operator or the Operator's successors or assignees, and no portion of the System or the Equipment will be deemed a fixture of the Property, notwithstanding any method of affixation to the Property or the buildings or Residences thereon or any applicable law or doctrine relating to fixtures. The Town hereby expressly waives, as against the Operator and any lender of the Operator, any landlord's lien, right of distraint or levy, claim, security interests or any other interests which the Town may now or hereafter have in or relating to any of the System and Equipment now or hereafter located at the Property, including any of the foregoing which might otherwise arise or exist in the Town's favor pursuant to agreement, common law, statute (including the federal

Bankruptcy Code) or otherwise. The Town shall not interfere with, remove, make alterations or modifications to, attempt to repair, maintain or service the System or any of the Equipment, or allow persons not authorized by the Operator to do so. The Town shall not create any security interest in the System, or any portion thereof, including without limitation, subjecting the System to any mortgage, deed of trust or lien that encumbers the Property where the System is located. The Town hereby grants to the Operator exclusive access to, ownership of, and right to use the Distribution Wiring and any and all Equipment and communication facilities installed by the Operator during and after the expiration of the Term. However, notwithstanding this provision or other provision of this Agreement, Residence Owners and/or the Town shall maintain title and ownership of all In-Residence Wiring and outlets.

- e. Covenants. The rights and obligations under this Agreement shall be binding upon and inuring to the benefit of all future owners of the Property or any interest in the Property.
- f. Liens and Recordation. To evidence the fact that Operator has been granted an Easement, has obtained Owner Approvals, and has retained exclusive ownership of the System and Equipment installed by Operator to the Demarcation Point, Town hereby agrees that Operator may cause this Agreement (or other documentation evidencing the foregoing as executed by Town and Operator), or any statement or other instrument relating to this Agreement showing Operator's ownership of the System and Equipment, including UCC-1 financing statements, to be filed or recorded and re-filed and re-recorded, among the public records in all necessary places in order that any and all third parties shall be on notice of the Easement and the ownership of the System and Equipment. Operator's lenders may file a UCC-1 or any other instrument necessary to perfect a security interest in this Agreement and Operator may assign any of its rights under this Agreement to any of its lenders, provided, however, that no such assignment shall relieve an assigning Party of its obligations under this Agreement. Town agrees to execute and deliver any statement or instrument requested by Operator for such purpose. All costs associated with filing and recording of this Agreement or other forms and documentation shall be paid by Operator.
- g. Town's Support; Access to the System. The Town shall use best efforts to assist the Operator in getting access to all Residences and areas of the Property as necessary to install, operate, maintain, audit, connect, and/or disconnect the System, to provide the Services, and to make service and repair calls. Without limiting the generality of the above, The Town acknowledges and agrees that the Operator shall have free and unrestricted right of access to the Property and the System, including all of the Operator's wiring, equipment and communication facilities, for the purpose of exercising the rights granted to the Operator in this Agreement, the Easement Agreement, and Owner Approvals. The Town, without assuming any liability, shall provide the same security for the System as it provides for the Property in general. The Operator shall be given any keys necessary to access its Equipment and communication facilities to provide repairs and service to such Equipment and facilities on a 24x7x365 basis. Operator shall also be given reasonable parking for the vehicles of Operator's employees and contractors while they are on the property performing work on the System or making service and repair calls.
- h. Upgrades to System. From time to time, the Operator may propose, or the Town may request, upgrades to the System for the purpose of providing improved, faster Services as technological developments permit. The Operator shall have the right, in its sole discretion,

to make such upgrades at its own cost and expense and to offer any improved, faster Services made possible by such upgrades to Owners on an individual subscription basis.

6. **Dates of Service.**

- a. **System Activation Date.** Subject to Paragraph 18, the target date for System Activation at the Property is February 2, 2022, (“System Activation Date”); provided, however, that the System Activation Date shall extend one additional day for every day after October 5, 2021, that Town does not fully execute this Agreement and all exhibits. Operator shall begin to provide the Services at the Property upon completion of System installation, provided that all necessary approvals, as outlined herein have been granted to Operator by Town and that all Town Obligations as outlined herein have been fulfilled. Operator will provide a letter certifying the completion of the System installation and the System Activation date within thirty (30) days of the completion of the System installation.
- b. Operator shall make three attempts to schedule installation with a Residence using the contact information provided by Town under paragraph 11(e), the final attempt being a letter sent by certified mail. If, after the final attempt, the Residence does not set up a schedule, Operator shall bill, and Town shall pay for Bulk Services for that Residence as if it is receiving services, and the Residence shall be deemed to be installed for purposes of System Activation.
- c. **Initial and Yearly Anniversary Dates.** The “Initial Anniversary Date” for the Property is twelve (12) months from the first date that Operator receives from the Town payment in full of Operator’s invoice for Bulk Services for all Residences within the the Property. Each subsequent 12-month period from the “Initial Anniversary Date” shall be considered the “Yearly Anniversary Date” of this Agreement.

7. **Term.**

The Initial Term of this Services Agreement will commence on the Effective Date and will continue for ten (10) years from the Initial Anniversary Date. Upon expiration of the Initial Term, the Agreement shall automatically renew for additional terms of one (1) year each, with the same terms and conditions. (The Initial Term and the renewal terms are collectively referred to as “the Term”). Either party may opt out of the renewal term by providing at least ninety (90) days’ written notice to the other party prior to the expiration of the then-current term. If no notice is received or if notice is received less than ninety (90) days prior to the date the Bulk Services Addendum is set to expire, then the renewal term shall be deemed to have been approved. Notwithstanding any termination notice or other termination of this Agreement as provided herein, Operator will continue to have the exclusive right to operate its System and the non-exclusive right to provide Retail Services to the Property Agreement for so long as the Operator elects, in its sole discretion, to provide Retail Services at the Property.

8. **Termination.** This Agreement shall terminate upon the first to occur of the following:

- a. Upon the mutual written consent of the Parties hereto;

- b. At the option of either Party, if the other Party materially breaches any of its obligations under this Agreement, and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party (or, if such default cannot be cured within such time period, should the breaching Party fail to commence to cure such default within said default period and pursue the same to completion with due diligence), and which notice shall describe the material breach(es) in reasonable detail and specify the non-breaching Party's intention to terminate this Agreement if such breach(es) are not cured.
- c. At the option of the Operator, upon providing Town with at least ninety (90) days advance written notice, in the event that there is a change in law or regulation governing the provision of the Services or a portion thereof that, in the reasonable opinion of Operator, materially impacts the ability of Operator to provide the Services in a commercially reasonable manner, based upon but not limited to Operator's technical and financial requirements.

9. **Insurance.** The Operator shall maintain, with an insurance company or companies lawfully authorized to do business in the State of Florida, such insurance as will protect the Operator and the Town from claims which may arise out of or result from Operator's operations under the Agreement and for which the Operator or Town may become legally liable, whether such operation be by the Town, Operator or a subcontractor or anyone directly or indirectly employed by any of them. Prior to the commencement of the System installation, on request, Operator shall furnish the Town with a Certificate of Insurance and all exclusion, limitation or exception endorsements or riders which limit any insurance policy coverage, for the following:

- a. Worker's Compensation Insurance according to State statutory limits covering all employees or subcontractors of Operator.
- b. Comprehensive General Liability Insurance, including Product and Completed Operations coverage, in the minimum limit amount of not less than \$1,000,000 per occurrence for each coverage form with the Town listed as an additional insured.
- c. Comprehensive / Commercial Automobile Liability coverage in the minimum limit amount of not less than \$1,000,000 per occurrence with the Town listed as an additional insured.
- d. Contractual Liability Insurance fully covering Operator's obligations arising out of this Agreement, including the "Indemnification" provisions, with the Town listed as an additional insured.
- e. Excess or Umbrella liability policy in the minimum limit amount of not less than \$3,000,000 per occurrence with the Town listed as an additional insured.

The policies issued in "b", "c", "d" and "e" above shall be issued using the most current Insurance Services Office insuring agreements, terms and conditions including the most current additional insured endorsement or broader. The certificates shall be issued in the name of the Town and all insurance shall be on a primary insurance policy of the Operator and apply on a direct basis for all insured parties.

10. **Indemnification.** Subject to the provisions of Section 13, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party") and Indemnified Party's

Affiliates, as well as the owners, partners, directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all disputes, actions, damages, lawsuits, expenses and claims arising out of or in connection with this Agreement, which result in bodily injury to or death of any person, or damage to or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the owners, partners, directors, officers, employees, agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

11. **Marketing Rights.** The Operator shall have the exclusive right to market the Services to the Residences in the Town for so long as Operator is providing Bulk Services to the Residents of the Town, and the non-exclusive right to market Retail Services to Residents. The exclusive right granted hereunder includes the right to have reasonable access to the Town to conduct marketing at such times and at such locations as are mutually agreeable between the Town and the Operator. Without limiting the generality of the foregoing, marketing activities shall take place during normal business hours on weekdays and, with Town's prior permission, not to be unreasonably withheld, conditioned or delayed, weekends.
 - a. The Operator shall have the right to advertise and promote the Services to the Residents by distributing promotional materials over the System, and/or by mail. Operator shall have the right to place any marketing materials within the legal boundaries of the Town, to be pre-approved by Town, not to be unreasonably withheld, conditioned or delayed, concerning any Services provided by Operator. This right includes, with limitation, placing marketing materials in visible areas within the legal boundaries of the Town, using available space to conduct open houses with Town's consent, not to be unreasonably withheld, conditioned or delayed, placing promotional materials in Town's publications, and marketing Operator's Services on the Town's website and Town television channel(s), as applicable. Operator shall provide Town with appropriate promotional and informational material regarding the Services for the benefit of new Residents, and Town agrees to use its best efforts provide new Residents with same. Town shall have the right to review and approve all advertising and promotional materials relating to the Services prior to any distribution of such materials; *provided, however*, that approval shall not be unreasonably withheld, conditioned or delayed.
 - b. The Operator shall have the right to review and approve all advertising and promotional materials relating to the Town to the extent such advertising and promotional materials refer to the Services; *provided, however*, that approval shall not be unreasonably withheld, conditioned or delayed.
 - c. With the Town's permission, the Operator shall have the right to refer to Town (and Town's successors-in-interest and assigns) as representative clients or projects in advertising and promotional materials related to the provision of services similar to the Services provided to the Residences in the Town. Town shall have the right to review and approve all advertising and promotional materials relating to the Services provided to Town prior to any distribution of such materials; *provided, however*, that approval shall not be unreasonably withheld, conditioned or delayed.

- d. Unless expressly stated in this Agreement, nothing in this Agreement shall be interpreted as granting one Party any right or license in the trademarks, service marks, logos, or any other intellectual property owned by the other party, or in any goodwill associated therewith.
- e. Upon the signing of this Agreement, the Town shall supply the Operator with the contact information for the Residents and provide Operator with the names of future Residents as Residences are sold, including current addresses, email addresses, and phone numbers, which list will be kept confidential and will be used to enter Residents into Operator's customer relationship management database in order to install the Bulk Services, dispatch service calls and document activity on the account. The Town will, upon request, periodically but not more than twice per year, provide the Operator with a current list of Residents in the Town, which list will be kept confidential and may be used only to market the Services.
- f. During the Term of this Agreement, and subject to applicable Laws and Regulations, Town shall not, and will not permit its employees or its agents to: (i) promote, market, solicit for or sell services that compete with the Services provided by Operator; (ii) take any action (or make any omission), directly or indirectly, that is designed to or has the effect of encouraging Residents to choose another provider's services that compete with the Services provided by Operator; or (iii) install additional equipment or facilities or upgrade existing equipment or facilities to enable other service providers to provide services that compete with Services provided by Operator.

12. **Removal of System.**

- a. Upon expiration or termination of this Agreement for any reason, Operator shall have a period of six (6) months during which it shall be entitled, but not required, to remove the System. The Operator shall promptly repair any damage caused by the removal of the System.
- c. Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in Section 12 (a) shall be tolled for as long as Operator is offering Services and/or has the right under applicable law to continue to provide any or all of the Services on a Retail basis to any or all of Residences within the Town after the termination or expiration of this Agreement, in which case Operator shall have the exclusive right to continue to own and use the System and Equipment to provide the Services on a non-exclusive basis and shall have non-exclusive access to all In-Residence Wiring and the Property. This Section shall survive the termination of this Agreement.

13. **Limitation of Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST OPPORTUNITIES, LOSS OF GOODWILL, OR FOR PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, AND, EXCEPT FOR OPERATOR'S INSTALLATION COSTS AND RIGHT TO RECEIVE PAYMENT FOR THE TERM OF THIS AGREEMENT, EACH PARTY EXPRESSLY WAIVES AS AGAINST THE OTHER, TO THE FULLEST EXTENT OF THE LAW, THE RIGHT TO PURSUE ALL SUCH DAMAGES.

14. **Notices.** All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (i) personally delivered; (ii) sent by a nationally recognized overnight delivery service providing a signed receipt; or (iii) sent by certified or registered mail, return receipt requested. All notices personally delivered or sent by a nationally recognized overnight delivery service shall be deemed effective when actually delivered as documented in a delivery receipt. All notices sent by certified or registered mail, return receipt requested, shall be deemed effective five (5) days after having been deposited in the United States mail. All notices shall be sent to the addressee at its address set forth following its name below:

To Operator:

Hotwire Communications, Ltd.
3 Bala Plaza East, Suite 700
Bala Cynwyd, PA 19004
Attention: Kristin Johnson Karp, Chief Executive Officer

With a copy to:

Hotwire Communications, Ltd.
2100 West Cypress Creek Road
Fort Lauderdale, FL 33309
Attention: General Counsel

To Town:

Town of Golden Beach
1 Golden Beach Drive
Golden Beach, Florida 33160 **Attention:**

With a Copy to:

Weiss Serota Helfman Cole + Bierman
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134
Attention: Stephen Helfman, Esq.

15. **Representations and Warranties of Town.** Town represents and warrants that:

- a. Town has all necessary permissions, authorizations and other corporate or other legal authority to enter into and perform its obligations under this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against Town in accordance with its terms, except as such obligation may be limited by (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally, and/or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law; and
- b. Town is a Florida municipal corporation, duly organized and in good standing, and authorized to conduct business in the State where the Property is located; and

- c. No agreement, easement, instrument, mortgage, encumbrance, or other document or grant of rights to which Town is currently a party conflicts with Town's obligations or Operator's rights under this Agreement, and Town's entry into and performance of this Agreement will not cause any default under any of the foregoing; and
- d. As of the Effective Date, except its current agreement for Bulk Services with Atlantic Broadband, Town has not entered into any other agreement with any other third person or entity for the installation of a System, or the installation of any type of device or devices which is or are the equivalent of, to, or as Systems, or which perform or performs the same or similar functions as the System to be installed hereunder. Furthermore, during the term of this Agreement, except in anticipation of termination or non-renewal, as provided for in this Agreement, Town shall not negotiate or have any discussion with any other third party or entity for the purposes of executing any agreement with said third party or entity for the installation of a System, or the installation of any type of device or devices which is or are the equivalent of, to or as Systems, or which perform or performs the same functions as the System to be Installed hereunder by Operator.

16. Representations and Warranties of Operator. Operator represents and warrants that:

- a. Operator has all necessary permissions, permits, authorizations and other legal authority to enter into and perform its obligations under this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against Operator in accordance with its terms, except as such obligation may be limited by (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally, and/or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law; and
- b. Operator is a Pennsylvania limited partnership, duly organized and in good standing, and is, or will be as of the System Activation Date, authorized to conduct business in the State where the Property is located; and
- c. Operator has been granted, or will be granted as of the System Activation Date, by all applicable federal, state and local authorities all applicable governmental approvals for Operator perform and deliver the Services to the Property as contemplated hereby and Operator is in full compliance with and has incurred no default or other violation of any of the provisions of any such approvals or any applicable telecommunications laws, rules, regulations, ordinances and/or agreements with any telecommunications authorities; and
- d. Operator is the sole owner or has a valid lease or license to all of the Equipment; and
- e. No agreement, easement, instrument, mortgage, encumbrance, or other document or grant of rights to which Operator is currently a party conflicts with Operator's obligations or Town's rights under this Agreement, and Operator's entry into and performance of this Agreement will not cause any default under any of the foregoing.

17. Assignment.

- a. Binding Effect and Assignment. This Agreement and all exhibits and addenda attached hereto shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. Upon assignment, other than to a parent, affiliate or subsidiary, Town may require Operator to supply documentation showing that the Assignee has sufficient and adequate resources to undertake the obligations, responsibilities and liabilities of the Operator under this agreement.
- b. Assignment Town. If Town sells or otherwise conveys its ownership in the Property to any third party, then Town shall cause the purchaser and/or transferee acquiring the Property to accept an assignment of all of Town's interest hereunder and assume all of Town's respective obligations and responsibilities under this Agreement, and all attachments and exhibits hereto, as part of such sale or other conveyance.
- c. Operator's Easement rights and the rights afforded by virtue of the Owner Approvals pursuant to this Agreement, and all exhibits and addenda attached hereto, shall be incorporated in their entirety and made a part of any sale or conveyance documents.

18. Force Majeure. Neither party shall be liable for failure to perform all or part of this Agreement: by reason of Act of God, infectious disease (including pandemics), war, labor dispute, act of terrorism, civil riot(s) or disturbance(s), actions by third party service providers, non-delivery or inadequate performance by program or equipment suppliers (including but not limited to operation of the equipment within the manufacturer's specifications, inter-manufacturer operability problems and/or issues arising through the use or upgrade of manufacturer-provided software), installation contractors, local exchange carrier(s) or underlying network provider(s), or equipment suppliers, breakdown of networks, facilities, microwave or other electrical or physical signal interference, fire, flood, legal enactment, federal, state or local governmental order, rule or regulation prohibiting, interfering with, or making prohibitively costly Operator's ability to provide the Services, or any other cause beyond their respective reasonable control.

19. Confidentiality. This Agreement will remain confidential and shall not be disclosed to third parties, except as required by law. In the event that the Town documents or state law requires disclosure of the Agreement to Town members upon request, Town shall have the right to make such disclosure. In the event that this Agreement is required by law to be filed or turned over to a governmental entity, contractor or other party, Operator shall be given reasonable prior notice of such disclosure and the right to include any accompanying documents necessary to protect the Agreement from becoming a public record or to require a redacted version used that removes non-essential information from the Agreement. This would include, but not be limited to, a cover letter and form indicating the Agreement is a trade secret.

20. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If an arbitrator or court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written,

construed, and enforced as so limited.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument. The individual signing on behalf of the named party personally warrants and represents that he or she is the duly authorized agent of that party with the authority to execute this Agreement on behalf of the party.
22. **Proprietary Information; Nondisclosure.** During the term of this Agreement and for a period of two (2) years thereafter, each Party will retain in confidence, and shall use its best efforts to require its managers, directors, officers, employees, consultants, representatives and agents to retain in confidence, any and all documents and information prominently labeled as "Confidential", "Proprietary Information" or similarly labeled (the "Proprietary Information"), except in the event that the Town documents or state law requires disclosure of the Agreement to Town members upon request, Town shall have the right to make such disclosure.

Neither Party shall disclose the financial terms and conditions of this Agreement to any person or entity other than its employees, agents or representatives on a need-to-know basis, without the prior written consent of the other Party unless ordered or required by law or federal, state or local authority; provided, however, that either Party may disclose this Agreement for any bona fide business reason.

23. **Subcontractors.** A Party may use a contractor of the Party, including, but not limited to an affiliate of the Party, to perform the Party's obligations under this Agreement, provided that a Party's use of a contractor shall not release a Party from any duty or obligation to fulfill the Party's obligations under this Agreement.
24. **Intellectual Property.**
- a. Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
 - b. Except as stated in section 10 above, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

- c. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

25. **Headings.** The headings used in this Agreement are inserted for convenience of reference only and are not intended to limit, expand, be a part of or otherwise affect the construction or meaning of the Principal Document.
26. **Non-exclusive Remedies.** Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity, but no party shall be entitled to more than one recovery for the same damages.
27. **No Waivers.** A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
28. **Dispute Resolution.** The Parties desire to resolve certain disputes, controversies, and claims arising out of this Agreement without litigation. Accordingly, except in the case of (i) a dispute, controversy or claim relating to a breach or alleged breach of the provisions governing confidentiality; or (ii) a suit, action or proceeding to compel either Party to comply with the dispute resolution procedures set forth in this Section, or otherwise seeking injunctive relief, the Parties agree to use the following alternative dispute procedure as their sole recourse with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy, or claim to be resolved in accordance with this dispute resolution procedure. At the written request of a Party, each Party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by non-lawyer, business representatives. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any proceeding or lawsuit without the concurrence of both Parties. If the negotiations do not resolve the Dispute within thirty (30) days of their commencement or such negotiations do not commence within ten (10) days of request by the other Party in writing, then either Party shall be free to pursue all rights and remedies available at under this Agreement.
29. **Choice of Law and Jurisdiction.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida. The proper jurisdiction and venue for any litigation arising out of this Agreement shall be a court of competent jurisdiction in the County where the Property is located, and all parties hereunder waive any and all jurisdictional defenses.
30. **Survival.** Sections 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, 15, 17, 19, 22, 24, 26, 27, 28, 29, 30, 31, and 34 of

this Agreement shall survive the termination of this Agreement.

31. **No Jury Trial.** THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH HAS OR MAY HAVE TO A TRIAL BY JURY WITH RESPECT OF ANY LITIGATION BROUGHT BY ANY PARTY BASED ON ANY RIGHT, OBLIGATION, TERM OR COVENANT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
32. **Exclusivity.** The Parties understand, acknowledge and agree that if, during the Term of this Agreement and any Renewals hereof, laws or regulations are enacted or promulgated which prohibit Town from granting or Operator from obtaining the exclusive rights under this Agreement, then such rights automatically shall become non-exclusive, but only to the extent and only for so long as is required by such law(s) and regulation(s).
33. **Entire Agreement and Modifications.** This Agreement contains the entire understanding of the parties, who each affirm and represent that the person executing this Agreement has the authority to do so. This Agreement shall supersede all previous conversations, negotiations, and representations, written and oral and may not be modified except in writing, signed by each party, which shall be binding on any successors or assignees. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties.
34. **Exhibits and Addenda.** The Parties recognize, acknowledge and agree that the exhibits and addenda to this Agreement (“Exhibits”) are an integral part of this Agreement and the understanding of the Parties, and said Exhibits shall be binding upon and enforceable against each Party to the fullest extent of the law.
35. **Enforcement Costs.** In any legal proceeding to interpret or enforce the terms of this Agreement, the prevailing Party may recover from the other Party, in addition to other relief, all costs and expenses, including without limitation reasonable legal fees, and court costs, incurred by the prevailing Party.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have hereto caused this Communication Services Installation and Service Agreement to be executed as of the Effective Date.

WITNESS/ATTEST:

Signature of Witness

Print Witness Name

TOWN:

Town of Golden Beach

By: _____

Name: _____

Title: _____

Date: _____

WITNESS/ATTEST:

Signature of Witness

Print Witness Name

OPERATOR:

Hotwire Communications, Ltd.

By: Hotwire Communications, LLC, its General Partner

By: _____
Kristin Johnson

Title: Chief Executive Officer

Date: _____

EXHIBIT “A”
LEGAL DESCRIPTION OF PROPERTY

[To be inserted prior to execution]

EXHIBIT “B”
TELECOMMUNICATIONS EASEMENT

(ON FOLLOWING PAGE)

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**THIS INSTRUMENT WAS PREPARED
BY AND SHOULD BE RETURNED TO:**

General Counsel
Hotwire Communications, Ltd.
3 Bala Plaza East, Suite 700
Bala Cynwyd, PA 19004

This space reserved for Recorders use only

GRANT OF TELECOMMUNICATIONS EASEMENT

THIS GRANT OF TELECOMMUNICATIONS EASEMENT (the “Easement”) is conveyed this ____ day of _____, 2021, by Town of Golden Beach, a Florida municipal corporation, its successors and assigns (together “Grantor”), whose address is 1 Golden Beach Drive, Golden Beach, Florida 33160, to **HOTWIRE COMMUNICATIONS, LTD.**, its successors and assigns (together “Grantee”), whose address is 3 Bala Plaza East, Suite 700, Bala Cynwyd, PA 19004.

WHEREAS, Grantor is the owner of that certain real property located in Miami-Dade County, Florida commonly known as _____, located at _____, as more specifically described in **Exhibit “A”** attached hereto (the “Property”); and

WHEREAS, Grantor desires to grant, and Grantee desires to obtain, an easement (the “Easement”) which shall, at all times and in all events, run with the land, in order to provide certain Services to the Property, as defined and in accordance with that certain Communication Services Installation and Service Agreement dated _____ (hereafter “the Agreement”).

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of One Dollar (\$1.00) paid by Grantee to Grantor the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Grantor does hereby grant and convey to Grantee, its successors and assigns, the full and uninterrupted right, right of way, privilege, easement and authority to enter upon the Property from time to time, at such times as the Grantee shall deem necessary for the construction, installation, maintenance and operation of telecommunication facilities, such facilities to include, without limitation telephone, television, internet access on, about and within the Property, together with such rights to place, replace, remove, upgrade, repair, improve and maintain the wiring and equipment used or suitable for use as telecommunications, internet, cable television, and other such facilities Grantee deems desirable for providing telephone and cable television services and other telecommunication services in, over, across and under the Property (the “Facilities”). The rights granted, herein, to Grantee specifically, and without limitation, include: (a) the right of Grantee to patrol, inspect, alter, improve, repair, build, rebuild, the Facilities; (b) the right for Grantee to change the quantity and type of the Facilities; (c) the right for Grantee to clear, with advance notice to and approval from the Town, the Easement area of trees, limbs, undergrowth and other physical objects which, in the opinion of the Grantee, endanger or interfere with the safe and efficient installation, operation and/or maintenance of the Facilities; (d) the reasonable right for the Grantee

to enter upon the land of the Grantor adjacent to said Easement area for the purpose of exercising the rights herein granted; and (e) all other rights and privileges reasonable, necessary or convenient for Grantee's safe and efficient installation, maintenance, operation and use of said Easement for the purposes described herein.

2. Grantor shall retain the right to move parts of Grantee's equipment in the case of an emergency, *provided, however*, Grantor shall have first attempted to notify Grantee of said emergency and Grantee cannot respond to said emergency within a reasonable time period as determined by the nature of the emergency, and *provided, further*, that Grantor shall reimburse Grantee for any damages to said equipment and shall cooperate with Grantee to ensure that the relocated equipment is operational and fully compliant with all applicable building, electrical and fire codes. Grantee shall not be deemed to be in breach or default of the Agreement or of this Easement if the relocation of Grantee's Equipment by Grantor results in Service or System Disruptions or Outages, as defined in the Agreement.

3. Grantor hereby covenants and agrees that no buildings, facilities, wiring, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement area physically occupied by the Facilities (the "Facilities Area"). If fences are installed, they shall be placed so as to allow ready access to the Facilities. If Grantor's future orderly development of the Property physically conflicts with the location of the Facilities or encroaches upon the Facilities Area, Grantee shall, within ninety (90) days after receipt of written request from Grantor, relocate the Facilities to another mutually agreed upon area on the Property, *provided, however*, that prior to the relocation of the Facilities (a) Grantor shall pay to Grantee the full expected cost of the relocation as estimated by Grantee, and (b) Grantor shall execute and deliver to Grantee, at no cost, an acceptable and recordable easement to cover the relocated Facilities.

4. Grantor shall not interfere with the Facilities or knowingly permit any third party to interfere with the Facilities. Grantor hereby agrees to indemnify, defend and hold harmless Grantee, its agents, successors and assigns, from and against any and all claims, suits, demands, damages, losses, costs, or expenses, including without limitation, reasonable attorney's fees, of any nature arising out of or resulting from, directly or indirectly, any interference with the Facilities by Grantor or Grantor's agents, contractors or employees.

5. Grantor hereby warrants and covenants that: (a) Grantor is the legal owner of the Property in fee simple; (b) Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and (c) Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement free from interruption.

6. This Easement is given solely in connection with the delivery of Services to the Property and the Residences located therein as set forth in the Agreement. This Easement is and shall be exclusive as to Grantee for the provision of Bulk Telecommunications Service(s) to the Property for a period of ten (10) years or for so long as Grantee is and remains the provider of any Bulk Telecommunications Service(s) at the Property, including any renewal bulk terms, whichever is longer. Grantee shall have the right to continue using and exercising to the fullest extent of the law all the rights and privileges granted in this Easement and the Facilities and Facilities Area to provide the Service(s) to the Property, on a non-exclusive basis, regardless of the expiration or termination of the Communication Services Installation and Service Agreement and/or Bulk Services Addendum and/or Bulk Services Agreement. The rights and privileges granted to Grantee by Grantor pursuant to this Easement shall remain in effect for so long as Grantee continues to provide any Service(s) to the Property.

7. A failure or delay of Grantee to enforce any provisions of this Easement, or any right or remedy available under this Easement or at law or in equity, or to require performance of any of the provisions of this Easement, or to exercise any option which is provided under this Easement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

8. Any notices to be given hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered (i) personally or, (ii) by overnight courier prepaid by the sender or, (iii) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice or statement sent and the date of the rejection, refusal or inability to deliver shall be deemed to be the date notice was given. Such addresses shall be as follows:

To GRANTEE:

Hotwire Communications, Ltd.
3 Bala Plaza East, Suite 700
Bala Cynwyd, PA 19004
Attention: Kristin Johnson Karp, Chief Executive Officer

With a copy to:

Hotwire Communications, Ltd.
2100 West Cypress Creek Road
Fort Lauderdale, FL 33309
Attention: General Counsel

To GRANTOR:

Town of Golden Beach
1 Golden Beach Drive
Golden Beach, Florida 33160

Attention:

With a Copy to:

Weiss Serota Helfman Cole + Bierman
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134
Attention: Stephen Helfman, Esq.

9. Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors, heirs and assigns that nothing in this Easement, expressed or implied, shall confer upon any person, other than the parties and their successors, heirs and assigns, any rights or remedies under or by reason of this Easement.

10. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

11. Any mortgage or deed of trust affecting any portion of the Property shall at all times be

subject and subordinate to the terms of this Easement, except to the extent expressly provided herein, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Easement.

12. The Easement shall be recorded in the Official Records of Miami-Dade County, Florida.

13. The covenants, terms, provisions and conditions contained herein shall inure and extend to, and be obligatory upon, the successors, lessees and assigns of the respective Parties to the Agreement. The covenants, terms, provisions, conditions, rights and obligations of this Easement shall be covenants running with the land, and the parties hereto agree for themselves and their successors, heirs, lessees and assigns that in any deed of conveyance of all or any portion of the Property to any person, partnership, corporation, or other entity, the said covenants, terms, provisions, conditions, rights and obligations of this Easement shall be incorporated into any such deed of conveyance by reference to this Easement and the recording hereof as fully as if the same were contained therein.

14. This Easement shall be interpreted and enforced in accordance with the laws of the State where the Property is located.

15. This Easement constitutes the entire agreement between the parties and may not be modified or amended unless in writing signed by the parties hereto.

16. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstance, be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstance, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Easement and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

17. If more than one person or entity is the owner of any Property subject to this Easement, then the liability of such persons or entities for compliance with and performance under this Easement with respect to such Property shall be joint and several.

18. Grantee shall repair all damage to the Property caused by Grantee's installation and maintenance activity and Grantee shall return the Property to its original condition prior to any such work at Grantee's sole cost and expense.

19. This Easement may be executed simultaneously in multiple counterparts, each of which, taken together, shall be deemed an original.

[Signatures appear on the following page.]

23

WITNESS/ATTEST:

Signature of Witness

Print Witness Name

Signature of Witness

Print Witness Name

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by [] means of physical presence or []
online notarization this ____ day of _____, 2021 by

Kristin Johnson the Chief Executive Officer

Hotwire Communications, LLC, the General Partner of
of Hotwire Communications, Ltd. on behalf of said entity. She is

(personally known to me) or (has presented _____
as identification and did/did not take an oath.) (type of identification)

Witness my hand and official seal.

Notary Signature

“GRANTEE”:

Hotwire Communications, Ltd.

By: Hotwire Communications, LLC, its General
Partner

By: _____
Kristin Johnson, Chief Executive Officer

Date: _____

EXHIBIT A TO GRANT OF TELECOMMUNICATIONS EASEMENT
LEGAL DESCRIPTION OF PROPERTY

[To be inserted prior to execution]

EXHIBIT “C”

Bulk Services Addendum

THIS BULK SERVICES ADDENDUM (this “Addendum”) is made this ____ day of _____, 2021, by and between Hotwire Communications, Ltd., a Pennsylvania Limited Partnership, with a principal address of 3 Bala Plaza East, Suite 700, Bala Cynwyd, PA 19004 (hereinafter “Operator”), and Town of Golden Beach, a Florida municipal corporation, with a principal address of 1 Golden Beach Drive, Golden Beach, Florida 33160 (hereinafter “Town”) (collectively “the Parties”).

WHEREAS, Town and Operator have entered into the Communication Services Installation and Service Agreement (the “Agreement”) to which this Addendum is attached, which grants Operator certain rights, on the terms and conditions contained in the Agreement, to install, operate, upgrade and maintain a System within the legal boundaries of the Town for the benefit of its property owners and residents (collectively, the “Residents”) to deliver certain bulk and retail services to Residents within the Town; and

WHEREAS, Town and Operator intend that this Addendum, which shall exist as an exhibit to the Agreement and independent thereof as a separately executed and binding agreement between the Parties, sets forth a description of the bulk services (the “Bulk Services”) offered by Operator, as well as the terms and conditions pursuant to which those Bulk Services will be provided;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties, intending to be legally bound hereto, agree as follows:

1. **Bulk Services to be Provided by Operator.** Town shall purchase for, and Operator shall provide to, all Residences located within the legal boundaries of the Town a bulk telecommunications service consisting of the bulk services (hereinafter “the Bulk Services”) as follows:
 - a) **High Speed Internet Service.** Internet service will be provided at speeds of 1000 Mbps download and 1000 Mbps upload as outlined more specifically in **Exhibit “D”** to the Agreement. Operator will provide four (4) WAP per Residence. Additional wireless mesh access points will be made available for purchase as Retail Services (published at <https://gethotwired.com/retailrates>), unless otherwise specified in this Addendum.
 - b) **Fision Go.** Operator will provide, at no additional charge, Operator’s “community app.” Specifications on the functionality and features for the community app are detailed under the “Interactive” column within **Exhibit “E”**. This community app shall be updated by Town personnel and will at all times have the ability to display textual information specific to the Town at the Town’s discretion. Operator will provide to the Town staff (such staff to be selected by the Town in its discretion), two (2) hours of free training with respect to the use and operation of such channel (including, without limitation, the software with respect thereto), thereafter training shall be at the rate of \$50 per hour. Operator shall provide the necessary equipment for the Town’s use. The Town shall be responsible for all content on the community channel and shall indemnify Operator for any and all claims related to such content. Additional functionality and features for the community app that Town may purchase are detailed under the “Interactive Premium” and “Interactive Streaming” columns within **Exhibit “E”**. If the Town elects to upgrade to the Interactive Premium or Interactive Streaming functionality and features, such upgrade will be addressed in a separate service order and

shall be coterminous with the Term of this Agreement.

2. Payment for Bulk Service.

- i. The Bulk Fee. Beginning on the System Activation Date, the Town shall pay to Operator \$45.00 per Residence per month, plus all applicable local, state, federal and regulatory taxes, governmental fees, and surcharges (the “Bulk Fee”), for each and every Residence within the legal boundaries of the Town, regardless of whether such Residence owner elects to receive the Bulk Services from the Operator. It is the intent and understanding of the Parties hereto that the fee for the Bulk Services shall be included as part of whatever periodic fees may be charged by Town to the Residents. On the Initial Anniversary Date, and on each and every Yearly Anniversary Date thereafter during the Term, including all applicable renewal periods, the Bulk Services pricing shall be adjusted annually by an amount equal to three percent (3%) of the previous year’s rate; provided, however, that at no time during the Term of this Addendum or any renewal thereof shall the annual price increase be less than the Consumer Price Index of the preceding year, as now published by the U.S. Bureau of Labor Statistics under the caption: “United States City Average for Urban Wage Earners and Clerical Workers All Items,” or any revision or equivalent thereof hereafter published by that Bureau. Regardless, however, of whether Town includes a charge for the Bulk Services in whatever periodic fee it may charge to the Residents, and regardless of whether any individual Resident pays or does not pay such periodic fee when due, Town shall be obligated to pay the full amount of the Bulk Service Fee to the Operator each month for so long as Operator is providing Bulk Services under this Addendum and regardless of whether any such Residence owner refuses to allow Operator to connect and/or provide the Bulk Services their Residence. Taxes, franchise fees, or other governmental fees, or other fees and surcharges, shall not be deemed to be included in the aggregate service fee or limited by the foregoing provision, and such costs, taxes, fees and surcharges may be passed on to Town.
- ii. The Town shall remit payment in full in advance to Operator by ACH direct debit transfer from Town’s bank account to Operator’s account on or before the 1st day of each month for the Bulk Services to be provided during that month. If payment for the Bulk Services is not received by the 15th day of the month, Town shall pay a penalty of 1.5% per month for every month on which any unpaid balance remains. Operator may, with respect to late payment for Bulk Services, suspend the provision of Bulk Services until such time as the payment default is cured, and charge reasonable disconnect and reconnect fees.
- iii. In order to induce Operator to make the capital investment necessary to provide the Bulk Services to be provided hereunder during the Term, the Town hereby agrees that:
 - a. Operator will be the Town’s sole supplier of telecommunications service and information services (specifically including the Bulk Services) during the Term; and
 - b. Town will not, during the Term, provide any marketing support or assistance to any competing provider of Bulk or Retail Services; and

- c. Town grants to Operator a right of first refusal to provide to the Town and the Residents any Bulk Services subsequent to the completion of the original Term or any renewal term set forth herein. If, after expiration of the Term or any renewal term, Town, its successors or assigns, requests proposals from any third party for the Bulk Services contemplated in this Addendum, Operator shall be given sixty (60) days written notice of each response by a third party to said requests (the "Town Notice"). Such Town Notice shall provide the terms and conditions of the proposed third party agreement for provision of Bulk Services to the Town and its Residents. Town will not enter into any third party agreement for the Bulk Services contemplated in this Addendum until Operator has provided Town notice of Operator's election to exercise its right of first refusal with respect to that third party's response, such exercise to be within sixty (60) days of receipt of the Town Notice (the "Exercise Period"). If Operator does not elect to exercise its right of first refusal within the Exercise Period, the right will expire unexercised and Town may enter into an agreement with that third party on the same terms and conditions as set forth in the Town Notice, provided, however, if Town fails to enter into the third party agreement on the same terms and conditions as in the Town Notice within sixty (60) days after expiration of the Exercise Period, Operator's right of first refusal shall be reinstated as to that third party and the procedures set forth above will be followed with respect to any different terms and conditions for the third party agreement.
- iv. Exclusivity. The Parties understand, acknowledge and agree that if, during the Term of this Agreement and any Renewals hereof, laws or regulations are enacted or promulgated which prohibit Town from granting or Operator from obtaining the exclusive rights under this Agreement, then such rights automatically shall become non-exclusive, but only to the extent and only for so long as is required by such law(s) and regulation(s).

3. **Consideration to Town.**

- a. Operator will provide Enterprise Grade Wi-Fi "hotspots" in the following common areas of the Property:
 - 1. Park (9 "hotspots")
 - 2. Beach/Pavilion Area (1 "hotspot")

The consideration listed in this section is contingent upon Town delivering power to each Wi-Fi "hotspot." The Wi-Fi "hotspots" shall be capable of providing internet service speeds of up to 100 Mbps download for use by Operator's Bulk and Retail data subscribers only, and the networks shall be in Operator's name. The Wi-Fi "hotspots" shall be restricted to Residents, their guests, and staff of the Town.

- b. **Commercial Security System.** Operator will provide Town with a fiber build, integration, system takeover, replacement, installation, network operations center, monitoring and support ("Security System") at an additional cost of \$10.00 per Residence per month, plus all applicable local, state, federal and regulatory taxes, governmental fees, and surcharges for the Term (the "Security Fee") and pursuant to the following specifications:

Camera Scope:

- Take over existing 74 camera locations
- Install new NVR and Archive Server to have 24/7 x 180 days of recording
- All times are based on 5MP x 74 cameras x 24/7 in H.264/ONVIF
- Redundant NVR with Failover License
- 25 new camera locations for Civic Building
- 10pc at 5MP are Analytic Cameras
- 5pc at 5MP Non-Analytic
- 10pc 3MP Non-Analytic
- 1pc 12MP FishEye
- Access Control Integration
- 3 Client Towers to support 4 monitors each Tower

Access Control:

- Take over existing 25 location control boards
- Provide onsite access control server
- Integration to camera system
- Server supports 16-400 readers
- Up to 20 simultaneous operators
- 250,000 identities
- 25 new access locations in Civic Building

Additional Terms:

- 12 Month Warranty on installation and manufacturer warranty on parts
- Failed Access Control or Failed Cameras during the process that need replacement will be cost + 20%.
- Warranty repairs following the completion of the project: (i) \$125 per hour per technician; (ii) \$85 per hour per additional technician; and (iii) material + 20%

The Security Fee shall be paid by Town to Operator each month in addition to the Bulk Fee. It is understood by the Parties that upon the expiration of the Initial Term, Town shall obtain all ownership rights in and to the Security System.

4. **Term.** The Term of this Addendum shall be concurrent with the Term of the Agreement.

5. **Suspension of Bulk Services.**

5.1. **Intentionally Omitted.**

5.2 **By Operator.** Operator may disconnect and suspend Bulk Services to any Residence within the legal boundaries of the Town at any time the owner of that Residence (or the Resident of that Residence, if not owner occupied) fails to pay Operator for Retail Services subscribed to by the Resident of that Residence, such disconnection and suspension to be without liability to Town and without reduction in the Bulk Fee for a disconnected Residence during the period of disconnection and suspension. Disconnection and reconnection is at no charge to the Town. With respect to any disconnection or suspension by Operator under this Section, Operator shall comply with the

following:

i. Operator will notify the Residence owners of the pending disconnection and suspension of Bulk Services in writing at least 10 days in advance of the scheduled suspension of the services (or such other notice period required by law).

ii. Bulk Service will resume for a suspended Residence at such time as Operator has been paid the amounts due and owing for Retail Services provided by Operator to that Residence and payment by the Resident or Residence owner of Operator's reasonable and then-current reconnection fee.

iii. Operator shall indemnify, defend, protect and hold Town, and its officers, directors, shareholders, attorneys, affiliates, employees, representatives and agents, harmless from any and all liabilities, judgments, claims, losses, obligations, damages, penalties, actions, or other proceedings, suits, costs, fees, expenses and disbursements, whether by judgment or settlement, (including without limitation reasonable legal fees) (collectively, "Claims") arising out of, relating to or resulting from Operator's suspension of Bulk Services under this Section.

iv. Operator is not obligated to suspend Bulk Services under this Section, and may determine not to suspend Bulk Services under some circumstances.

6. **Entire Addendum and Modifications.** This Addendum contains the entire understanding of the parties, who each affirm and represent that the person executing this Addendum has the authority to do so. This Addendum shall supersede all previous conversations, negotiations, and representations, written and oral and may not be modified except in writing, signed by each party, which shall be binding on any successors or assignees. No supplement, modification, or amendment of this Addendum shall be binding unless executed in writing by both Parties.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have hereto caused this Bulk Services Addendum to be executed as of the Effective Date.

TOWN: Town of Golden Beach

By: _____

Name: _____

Title: _____

Date: _____

OPERATOR: Hotwire Communications, Ltd.:

By: Hotwire Communications, LLC, its General Partner

By: _____
Kristin Johnson, Chief Executive Officer

Date: _____

EXHIBIT “D”

Customer Service Level and Performance Standards

The Operator’s Video Services, Internet Services and Telephone Services, including both Bulk Services and Retail Services, will comply with the following Customer Service Level and Performance Standards (the “Standards”). Initially capitalized terms used in this Exhibit have the meanings ascribed to those terms in the Communication Services Installation and Service Agreement (“Installation Agreement”). Any credits set forth herein must be requested by the Town within thirty (30) days of the event upon which the credit is based. In no event shall the aggregate of any credits issued hereunder for a particular calendar month exceed the amount of the Bulk Service Fee otherwise owing to the Operator for the month in which the credits are issued.

1. Service Availability.

Service Availability is calculated separately for the Video Services, the Data Services and the Telephone Services, and any Additional Services.

For each of the Services, “Service Availability” is calculated by dividing the difference of total number of seconds in each calendar quarter less the total number of seconds an Outage is uncured for a Service at the Property by the total number of seconds in each calendar quarter and multiplying by 100.

Operator’s Data Service and Telephone Service will achieve at least 99.5% Service Availability each month.

Operator’s Video Service will achieve at least 97% monthly, 98% quarterly and 99% Service Availability annually.

Calculation of Service Availability under this Section does not include time during which any of the Services is not available due to a Force Majeure event (as defined in the Installation Agreement), or regularly scheduled or scheduled *ad hoc* maintenance activities, provided that Operator has used its commercially reasonable efforts to notify the Town of the maintenance window at least 24 hours prior to the Service(s) becoming unavailable, and no scheduled maintenance window may exceed 8 hours per month without the Town’s prior consent. All scheduled maintenance work will be performed during off-peak hours (*i.e.*, between midnight and 6 a.m. Eastern Standard Time, when maintenance activities will affect the fewest number of individual users). Operator’s obligation to provide the Town with advance notice of maintenance activities is waived to the extent that the maintenance work is required to respond to an emergency or otherwise to prevent an Outage (as defined herein), in which case Operator will notify the Town of the nature of the emergency, the nature of the maintenance activity undertaken, and its result as soon as practicably possible thereafter. The Operator will work with the Town or its designated representative to ensure that any service interruption is minimized.

2. Timely Response to and Cure of Trouble Reports.

A “Trouble Report” is any Service-related report, whether written or oral, made by the Town (or its on-site Manager) or a Resident relating to any of the Services, for which a trouble ticket is opened, provided that: (a) Operator will open a trouble ticket for each Service-related report received by Operator’s Customer Service Center (as defined herein); and (b) any report of a Service-related issue that is caused by Town error, a defect in Town-owned equipment, a Resident error, a defect in Resident-owned equipment, or a Force Majeure event is not considered a Trouble Report. Trouble Reports must be placed in a manner consistent with Operator’s Customer Service procedures, which consist of calling Operator’s Customer Call

Center at 800-355-5668 (or successor number) or via email at cs@hotwiremail.com.

A “Minor Service Problem” is the same Service-related problem affecting: (a) 10 or fewer individual Residences..

A “Major Service Problem” is the same Service-related problem affecting more than 10 but fewer than 75% of the individual Residences.

An “Outage” is a Service-related problem affecting at least 75% of the individual Residences.

Operator will respond to any Trouble Report relating to a **Minor Service Problem** by 7 p.m. Eastern Standard Time on the calendar day (excluding Weekends and Holidays) following the day on which the Trouble Report is received. The Operator will cure the issue(s) identified in the Trouble Report no later than 7 p.m. Eastern Standard Time on the second calendar day (excluding Weekends and Holidays) after the day on which the Trouble Report is received, provided that if such issues cannot reasonably be cured within such period, Operator shall commence the cure of such issues within such period and thereafter diligently and expeditiously proceed to cure the same.

Operator will respond to any Trouble Report relating to a **Major Service Problem** within 4 hours after initial receipt of the Trouble Report. The Operator will cure the issue(s) identified in the Trouble Report within 24 hours after initial receipt of the Trouble Report, provided that if such issues cannot reasonably be cured within such period, Operator shall commence the cure of such issues within such period and thereafter diligently and expeditiously proceed to cure the same.

Operator will respond to any Trouble Report relating to an **Outage** within 2 hours after initial receipt of the Trouble Report. The Operator will cure the issue(s) identified in the Trouble Report within 12 hours after initial receipt of the Trouble Report, provided that if such issues cannot reasonably be cured within such period, Operator shall commence the cure of such issues within such period and thereafter diligently and expeditiously proceed to cure the same.

Any Trouble Report relating to a Minor Service Problem or a Major Service Problem that is received after 5:00 pm will be considered as being received at 8:00 AM on the following day. A Trouble Report relating to an Outage is considered as being received at the time it is actually received.

A Trouble Report is timely cured (“Timely Cured”) if it is cured within the applicable timeframe as set forth above for Minor Service Problems, Major Service Problems and Outages.

“Trouble Reports Timely Cured” is calculated by dividing (a) the total number of Trouble Reports relating to Minor Service Problems and Major Service Problems within a calendar quarter that are cured by the Operator within the deadlines set forth above by (Trouble Reports for which a Resident requests a date beyond the applicable deadline will be considered cured within the Deadline) (b) the total number of Trouble Reports relating to Minor Service Problems and Major Service Problems received by the Operator during the calendar quarter and (c) multiplying by 100.

If there are at least one-hundred trouble ticket each month, the Operator will achieve at least 90% Trouble Reports Timely Cured during each calendar quarter.

As the remedy for failure to meet the Trouble Report requirements, Town will receive a Service Credit based on the percent each calendar quarter that Operator fails to meet the 90% Trouble Reports Timely Cured level described immediately above. For each percentage point below the 90% Trouble Reports Timely Cured, Town will receive a Service Credit in an amount equal to the same number of percentage points multiplied by the monthly Bulk Service Fee. By way of example, if Operator has an 87% Trouble

Reports Timely Cured for a quarter, then Town will receive a Service Credit in an amount equal to 3% multiplied by the applicable quarterly Bulk Service Fee.

A Service Problem or Outage caused by Force Majeure conditions outside of the Operator control or by Town or Resident error or by a defect in Town-owned or Resident-owned equipment will not be counted in the calculation of Trouble Reports or Outages for purposes of this SLA or for Service Credit consideration.

3. Outage Credits.

In addition to other remedies available to the Town under the Installation Agreement, the Town will receive an outage credit (“Outage Credit”) applied to Town’s Bulk Service account based on Operator’s failure to Timely Cure Outages as specified in Section 2. Outage Credits are applied to the then-current Bulk Service Fee charged to the Town for the affected Service for any month as set forth in the applicable Bulk Services Addendum or Agreement, and are prorated, based on a 30-day month, depending upon the length of the Outage, measured from Operator’s receipt of the Trouble Report reporting the Outage. For example, if the Monthly Bulk Services Fee for Bulk Video Services is \$39.99 per Residence, or \$9,997.50 for 250 Residences, a one-day Service Credit would be \$9,997.50/30 or \$333.25.

<u>Length of Outage</u>	<u>Amount of Outage Credit</u>
Less than 12 hours	None
13 to 24 hours	One (1) Day
24 to 48 hours	Three (3) Days
Over 48 hours	Seven (7) Days

Multiple Outage Credits are available in the event multiple Outages occur within the same calendar month. However, the Town will receive no more than one Outage Credit for any forty-eight (48) hour period beginning with the Operator’s receipt of the relevant Trouble Report, even if more than one Outage occurs during that period. The maximum Outage Credit to be granted for all Outages during any month is limited to the amount of the Bulk Service Fee otherwise owing to the Operator for the Services suffering the outage for the month in which the Outage Credit is awarded.

4. Customer Service Orders.

A “Service Order” is an order received by the Operator from a Resident for new Services or to make a change in existing Services.

The Operator will contact a Resident to schedule a Service Order appointment within 24 hours after receipt of a Service Order, and will complete all work associated with a Service Order install or change within 48 hours after the date and time the Resident was contacted to schedule an appointment time (the “Service Order Commitment Date”), unless the Resident requests a date beyond the applicable deadline. The deadlines set forth above exclude Weekends and Holidays.

“Holiday” means New Year’s Day, Christmas Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Martin Luther King Day, President’s Day, Good Friday, Yom Kippur and Veteran’s Day.

“Compliance with Customer Service Order Commitment Date” is calculated by dividing (a) the total number of Service Orders completed within the deadlines set forth above by (b) the total number of Customer Service Orders received during each calendar quarter and (c) multiplying by 100.

If there are at least one-hundred Service Orders each month in a quarter, the Operator will achieve at least

90% Compliance with Customer Service Order Commitment Date during each calendar quarter (excluding those Service Orders for which a Resident requests a date beyond the applicable deadline).

Without limiting the generality of the foregoing, however, Operator shall, at all times during the Term of the Installation Agreement, (i) meet and comply with the "customer service standards" contained in the regulations of the FCC set forth in 47 C.F.R. § 76.309 (as such term is used therein), as amended and/or restated from time to time, and the customer service standards and provisions and credit terms set forth in any applicable telecommunications ordinances and other applicable legal requirements as the remedy for failure to meet the Service Order requirements in this Section.

5. Customer Hold Time.

Operator will maintain and provide Residents with instructions on how to contact a Customer Service Center, which will include a Call Center located within the geographical borders of the United States, and which will be available by means of a toll-free number (currently, 800-355-5668) 24 hours per day, 7 days per week, 365 days per year to receive customer service calls and provide customer support as requested. Operator will at all times maintain adequate competent staff at such Call Center to ensure compliance with the Customer Service and Performance Standards set forth herein.

"Customer Hold Time Compliance" is calculated by dividing (a) the number of customer calls to the Operator's call center during any calendar quarter in which the customer is put on hold for more than 90 seconds by (b) the total number of customer calls during that calendar quarter and (c) multiplying by 100.

The Operator will achieve at least 90% Customer Hold Time Compliance under normal operating conditions during each calendar quarter.

6. Customer Service Records.

The Operator will maintain a written or electronic record ("Customer Service Records") of customer calls, and such Customer Service Records will at all times be sufficiently detailed to demonstrate the Operator's compliance or non-compliance with each material Customer Service Level and Performance Standard included herein. Specifically, Operator's Customer Service Records will at a minimum identify: (a) the date and time when any Trouble Report is received, (b) the nature of the complaint, (c) the action taken by the Operator in response to the call, (d) the results of the action taken, (e) a summary of Trouble Reports that were cured (and the time required for such cure) and that were not cured, and (f) the period of time during which any Service was unavailable due to a Force Majeure event. With respect to Service Orders, the Customer Service Records will identify: (g) the date and time when the Service Order is received, (h) the nature of the Service Order, (i) the time and date on which the Service install or change is completed. The Operator will make its standard summary versions of the Customer Service Records (among other things, this includes the remove of Resident names and addresses) available for inspection by the Town (or its representative) at any time during regular business hours upon request by the Town to schedule a mutually convenient date within five business days of the requested date, up to one time after the end of each quarter, unless otherwise mutually agreed.

The Operator will make available to the Town on a quarterly and annual basis or upon request by the Town on a historical basis, network statistics with regard to the bandwidth being delivered to the Residences and the Town, Major and Minor Service Problem reporting, Outage reporting, maintenance issues and Trouble Reports.

7. Emergency 911 Telephone Service Standards.

Operator will ensure that Emergency 911 service (hereinafter, “E-911” or successor requirement) will meet or exceed all local, state and federal requirements, including all FCC regulations. Town understands, acknowledges and agrees that it shall be responsible for ensuring that all Residents and guests are notified of, familiar with, and understand the limitations of Operator’s Voice Over Internet Protocol (VoIP) telephone services. This responsibility includes, but is not limited to, Town using its best efforts to ensure that all Residents subscribing to VoIP telephone services sign and submit to Operator a VoIP 911 Waiver Form, in accordance with state and federal regulations.

Town acknowledges and agrees that Operator may disconnect Voice Services, or refuse to connect such Voice Services, to any Resident if that Resident refuses to sign the FCC required VoIP E-911 waiver, as these state and federal regulations may be amended from time to time. At activation of an individual Resident’s phone service and upon written request of the individual Resident, Operator will provide documentation that E-911 emergency call address and information has been input correctly so that an E-911 call will be routed properly.

8. Video Programming Service Standards.

The technical quality of the video signal provided by the Operator shall be at least equivalent to the transmission and reception of cable and/or satellite-transmitted programming, and in all events, will meet or exceed the technical standards for performance of a “cable television system” contained in the regulations of the FCC set forth in 47 C.F.R. § 76.605 (as such term is used therein), as amended and/or restated from time to time.

9. Spam Management.

The Operator will employ a SPAM management system to reduce to a reasonable minimum SPAM traffic, and the Operator is authorized to block any SPAM traffic emanating from the Residences and/or Town, the Town’s facilities or an individual Resident. The Operator may disconnect any Service to Town or a Resident who repeatedly distributes SPAM traffic until the Resident or Town demonstrates to Operator’s reasonable satisfaction that the SPAM activity has ceased. If Service to a Resident or Town is disconnected for SPAM traffic on more than one occasion, the Operator may charge the Resident or Town a reasonable fee for reactivation. No disconnection by Operator due to SPAM management shall be counted when computing the service time percentages.

10. Virus Protection.

The Operator must be capable of maintaining the network during inside or outside virus attacks and will maintain a “plan of action” for management of virus and denial of service attacks and recovery there from.

The Operator may disconnect Services to a Resident and/or Town whose computer(s) are infected with viruses until the Resident and/or Town demonstrates to Operator’s reasonable satisfaction that the viruses have been eliminated. If a Resident and/or the Town is disconnected from Services due to virus-related issues on more than one occasion, Operator must approve reactivation of the Resident’s and/or Town’s Service, and Operator may charge the Resident and/or Town (for their respective infected computer(s)) a reasonable reactivation fee not to exceed \$75.00. No disconnection by Operator due to viruses shall be counted when computing the service time percentages.

11. Internet Bandwidth and Service Availability.

The Operator will be responsible for issues of latency (as that term is generally used in the industry) and packet delivery to each single-unit port. Operator will use its best efforts to minimize latencies through the use of properly configured networks and routes to ensure that minimum hops are maintained. Latency within the core network will not exceed 110 milliseconds. Packet delivery will be achieved at a ratio of 95% or greater.

Operator's High Speed Guaranty is a guaranty of speed between the individual Internet user's computer and the last device on Operator's network before such data packet enters the "Internet cloud," which consists of equipment and a network beyond the control of Operator. The Town acknowledges that data packets enter the "Internet cloud," which is beyond the control of Operator. The Town accepts and acknowledges that conditions and circumstances outside of Operator's control can affect the connectivity speed of an individual user or users; such conditions and circumstances include without limitation: the speed, age and components of the computer being used to access the Internet; Internet viruses which may infect the computer attempting to access the Internet; and, Internet slowdowns within the computer or server which is being accessed by the individual user's computer at their Residence.

The Operator will provide sufficient Internet connectivity to ensure that average WLAN utilization for the Town and its Residents does not exceed 70% during peak periods. Operator reserves the right to cap or throttle the Internet Service provided to a user for a violation of Operator's Acceptable Use Policies (as specified in Section 15 of these Standards) or these Standards by such user.

Any Internet user using Operator's high-speed Internet service must maintain certain minimum equipment and software to receive the high speed Internet service. Town will refer all Residents to Operator's web site, www.gethotwired.com (or the applicable successor URL), for the current specifications. Operator shall not warranty or maintain other devices installed by a Resident, including routers, wireless hubs and other such devices, unless provided by Operator.

Each Internet user shall be responsible for security with respect to his or her own equipment that interfaces with the Internet Service. Operator may communicate security issues to Town and Resident users from time to time when abuse or misuse is observed or reported. While the computer industry may provide blocking and filtering software that empowers the users to monitor and restrict access to their computer(s) and data, Operator is not the publisher of this software and disclaims any responsibility or liability therefore. Operator strongly recommends that all users employ a "firewall" or other security software to protect their computer(s) and data.

All wireless Internet provided under this Agreement shall be subject to the limitations of then standard issue 802.11 wireless technology and Operator shall not be liable for the speed of wireless Internet so long as appropriate bandwidth is delivered to the wireless access points.

12. Damage, Loss or Destruction of Software Files and/or Data.

Operator assumes no liability or responsibility whatsoever for any damage to or loss or destruction of any of the property of Town or Residents (including but not limited to hardware, software, files, data or peripherals), which may result from the use of the Internet Service by Town or individual Resident users, except as (i) a result of Operator's installation or maintenance of the Internet Service or Operator's Equipment, and (ii) a result of Operator's gross negligence or willful misconduct. Operator does not warrant that any data or files sent by or to Town or the individual Resident users will be transmitted in uncorrupted form within a reasonable period of time, except to the extent that such data or files are sent by Operator.

13. No Liability for Purchases.

Through use of the Internet Service, Town and/or the Resident users may access certain information, products and services of others, for which there is a charge. Town and the Resident users shall, respectively, be solely liable and responsible for all fees or charges for such online services, products or information. Operator shall have no responsibility to resolve disputes with other vendors or third parties.

14. Monitoring the Internet Services and Privacy.

Operator is concerned with issues of privacy and treats private communications on and through its network as confidential. Operator has no obligation to monitor Internet content. However, Town understands and agrees that Operator has the right to monitor such content from time to time; and to access, and/or disclose the contents of private communications in accordance with its Privacy Policy and with applicable law. In addition and as a condition to any obligation of Operator to provide or continue to provide the Internet Service to Town and Resident users, each user must agree when requested in writing by Operator that Operator has the right to monitor such content from time to time; and to access, and/or disclose the contents of private communications in accordance with its Privacy Policy and with applicable law. A copy of Operator's Privacy Policy can be found on Operator's website at www.gethotwired.com (or the applicable successor URL).

15. Operator's Right to Terminate.

Operator may terminate the Internet Service to Town and to any or all Residences immediately without notice in order to prevent a breach of network security. Town expressly warrants that Town has read and agrees to be bound by Operator's Acceptable Use Policy. As a condition to any obligation of Operator to provide or continue to provide the Internet Service to users within the legal boundaries of the Town, each user must when requested in writing by e-mail by Operator to user (i) acknowledge that he or she has read and (ii) agrees to be bound by Operator's Acceptable Use Policy, which can be found on Operator's website at www.gethotwired.com (or the applicable successor URL). Operator will inform the users that the Acceptable Use Policy may be updated or modified from time to time by Operator, with or without notice to the users. Any such update or modification to the Acceptable Use Policy shall be posted to the above listed website. The users should consult the Acceptable Use Policy on a regular basis to ensure compliance. Operator may suspend the Internet Service to Town or to any individual user within the legal boundaries of the Town immediately for violation of Operator's Acceptable Use Policy.

16. Customer Shut-Off.

The Operator will provide upon request notification to the Resident who had his or her Service disabled and the reason(s) for the disabling.

17. Alarm Monitoring Services.

Town understands and agrees, and will inform Residents, that the customer service and performance standards that will apply to any alarm monitoring services provided by or through Operator to Town and/or its Residents shall be as set forth in Operator's required alarm monitoring service agreement, which is required to be signed by all users of the alarm monitoring service and which outlines the service provided, the emergency contact information required, and specific terms and conditions that relate to the provision of the alarm monitoring service.

18. Augmented Wireless Services. Operator shall have the right to: (a) determine the viability of the Town for the installation and maintenance of Wireless Node; (b) install, maintain, repair, or replace the

Wireless Node in the Town; (c) have the exclusive right to negotiate with Wireless Providers to use the Wireless Node to improve Operator's Services within the legal boundaries of the Town via Wireless Node; and (d) connect the Wireless Node to Operator's System in the Town. In exchange for providing an enhanced wireless signal at or around the legal boundaries of the Town, Town agrees that it shall provide electrical power for each Wireless Node, such power requirement being maximum of 200 watts or that of a light bulb to power such device at no cost or fee. In order to assure quality of service and to avoid signal interference, no other third parties shall be granted the right to use the improvements within the Town for any use similar to the exclusive uses granted in this section. At Operator's sole cost, Town shall reasonably cooperate with Operator's efforts to obtain and maintain all necessary governmental permits and approvals necessary for the installation and operation of the Wireless Node within the legal boundaries of the Town. "Wireless Provider": Any party that provides Wireless Services. "Wireless Services": Any wireless services using radio spectrum under the jurisdiction of the Federal Communications Commission and National Telecommunications and Information Administration, which includes both licensed and unlicensed frequencies. "Wireless Network Node (Wireless Node)": shall encompass ODAS, small cell, CRAN, antenna facilities, or any successor technology which are used to improve wireless capacity, coverage or quality of service. Wireless Nodes shall be part of Operator's System and Equipment.

HOTWIRE - COMMUNITY REFERENCES Q&A

Reference: [Jeanie Velez, Loxahatchee Club](#)

Date: 4/14/2021

- 1.) When there are issues with service, Do **Residents contact you, or are they able to interact with HOTWIRE directly?**

•Typically services calls come through the HOA office, it's easier to get issues resolved by HOA emailing the Hotwire account manager.

•The customer service module is "A+" and easy to use

DOWN SIDE: On-Demand media content provided is poor, Hotwire recommends users subscribe to other streaming platfroms for media content (Netflix, Hulu, etc.)

And how often **does your office have to get involved** with Customer Service issues?

Frequently. If service goes out overnight Residents reach out to the HOA, and HOA will work to resolve. Residents may call Hotwire, but they may not get service restored until regular business hours.

- 2.) What are typical **wait times when calling** for assistance?

Unsure.

- 3.) Once an issue has been reported, what are typical **turn-around** times for service assistance?

Hotwire says 48-hour turnaround for service calls, though typically turn-around time is less than that.

- 4.) Have there been any **issues relating to internet speed?**

Never received a complaint from the residents or staff.

- 5.) At any time do you feel that there was a **'bait & switch'** in the agreement?

No. "The level of customer service is nothing like I've ever experienced. They are smart."

6.) How was the customer **home installation experience**?

Our community has older homes. Most of the properties had to be rewired which was difficult. Even so, the installations were complete within a 6 month period.

Note: Hotwire on-demand content is poor. Their response is that most customers now use streaming services which yes, it is true. But in older communities like ours, it is a minor issue.

HOTWIRE - COMMUNITY REFERENCES Q&A

Reference: [Barry Frankel, Stonebridge Golf & Country Club](#)

Date: 4/14/2021

- 1.) When there are issues with service, Do **Residents contact you, or are they able to interact with HOTWIRE directly?**

Hotwire has 10/10 customer service, they assigned a point of contact for Concierge service

And how often **does your office have to get involved** with Customer Service issues?

The HOA rarely needs to get involved

- 2.) What are typical **wait times when calling** for assistance?

Hotwire provides "rapid response" for assistance calls

- 3.) Once an issue has been reported, what are typical **turn-around** times for service assistance?

Hotwire quickly repairs issues, and does so with quality control, including wearing masks and booties on shoes to protect customers' homes

- 4.) Have there been any **issues relating to internet speed?**

Never. 10/10. "These guys are good".

- 5.) At any time do you feel that there was a **'bait & switch'** in the agreement?

Not at all. They will go above and beyond. "Rock solid reliable"

- 6.) How was the customer **home installation experience?**

In-home installs were painless. Entered homes wearing booties & masks.

Note: Hotwire will not remove TV's off walls; Liability. But they do their best to accommodate the install.

HOTWIRE - COMMUNITY REFERENCES Q&A

Reference: [Robert Goldstein, Valencia Isles HOA](#)

Date: 4/14/2021

- 1.) When there are issues with service, Do **Residents contact you, or are they able to interact with HOTWIRE directly?**

Hotwire helped minimize "troubleshooting" calls to HOA by including the following items in their initial agreement:

-Onsite Rep who stayed on during and after installation

-Educational Classes w/instructors

-"In-home" education for usage upon installation

And how often **does your office have to get involved** with Customer Service issues?

There is some involvement, most issues can be solved by calling 800 number.

Compared to previous provider (Comcast), HOA averaged about 50 calls per month. After transitioning to Hotwire the calls average around 3 calls per month.

- 2.) What are typical **wait times when calling** for assistance?

Immediate

- 3.) Once an issue has been reported, what are typical **turn-around** times for service assistance?

Overall much better service, receptive customer service,

If Hotwire provided a service appointment that was too far out for the resident's liking, the HOA rep could call and get service appointment bumped up for Resident.

- 4.) Have there been any **issues relating to internet speed?**

No

5.) At any time do you feel that there was a **'bait & switch'** in the agreement?

They have fulfilled everything they promised "1000%". The best internet & Wi-Fi service. Immediate customer service response.

6.) How was the customer **home installation experience**?

At the beginning of the install they chose about (6) "sample homes" which they used to gauge the rest of the installations. This made the process seamless as they continued to other homes.