

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** 9/11/24

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Blanket Purchase Agreement with Mythics, LLC for Managed Services for an Amount Up to \$1,829,166.48, for a Period of Four Years, in Accordance with Section 38.41(C)(5) of the Procurement Code. (Piggyback)

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

- 1) Department/Division involved – Information Technology
- 2) Type of Agreement – Blanket Purchase Agreement
- 3) Method of Procurement (RFP, bid, etc.) – Section 38.41 (C)(5) of the Code of Ordinances allows the Chief Procurement Officer to procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference; utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.
- 4) Term of Contract:
 - a) initial – December 12, 2018 - November 30, 2028
 - b) renewals (if any) – renew the term for additional 5 years or at the Maricopa County's discretion, extend the contract on a month-to-month basis for a maximum of 6 months after expiration
 - c) who exercises option to renew – Maricopa County, AZ
- 5) Contract Amount – the Managed Services will be performed over a four-year period with a first-year cost of \$429,051.12 and an estimated cost of \$1,400,115.36 during years two through four.
- 6) Termination Rights –

TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

6.25.1 Deliver the supplies or to perform the services within the time specified in this Contract or any extension;

6.25.2 Make progress, so as to endanger performance of this Contract; or

6.25.3 Perform any of the other provisions of this Contract.

The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within ten (10) business days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

7) Indemnity/Insurance Requirements –

INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts and errors, or willful omissions relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts and errors, or willful omissions in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Notwithstanding anything to the contrary, no provision of this Agreement shall prohibit or affect Contractor's right to seek contribution from any party responsible for the underlying claim. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, MYTHICS' TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY COUNTY UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

- 8) Scope of Services – to maintain Oracle Enterprise Resource Planning Managed Support Services, including subscription licenses for software, platform, and infrastructure, to handle routine tasks such as security patching, updates, testing and backups.
 - 9) Other Significant Provisions: Competitively bid by Maricopa County, AZ.
- cc: George R. Keller, Jr. CPPT, City Manager