

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** April 27, 2021
FROM: Douglas R. Gonzales, General Counsel
SUBJECT: Purchase Order with Musco Lighting, Inc.

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 – Parks, Recreation & Cultural Arts
 - 2) Type of Agreement – Purchase Order
 - 3) Method of Procurement (RFP, bid, etc.) – Section 38.41 (C)(5) the Code of Ordinances (“Piggyback”)
 - 4) Term of Contract:
 - a) initial – one time purchase
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
 - 5) Contract Amount – \$205,000.00
 - 6) Termination Rights – City, acting through its City Manager or his/her designee, reserves the right to terminate the order in whole or in part for default (a) if Contractor fails to perform in accordance with any of the requirements of the order or (b) If Contractor becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Contractor under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to City except for completed items delivered and accepted by the City. Contractor, will be liable for excess costs of reprourement.
 - 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.
 - 8) Scope of Services – Contractor shall install LED sports lighting at Dowdy Park.
 - 9) Other Significant Provisions: Warranty provided on lighting system
- cc: Dr. Wazir Ishmael, City Manager