

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** January 15, 2025

FROM: Damaris Henlon, Interim City Attorney

SUBJECT: Proposed Purchase Orders to Multiple Vendors for Vehicles and Equipment

I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Police Department and various City Departments
- 2) Type of Agreement – Purchase Order
- 3) Method of Procurement (RFP, bid, etc.) – **Piggyback of Florida Sheriff’s Association (“FSA”) Cooperative Purchasing Program contract numbers FSA24-VEL32.0 and FSA23-EQU21.0.** Section 38.41(C)(5) of the City’s Procurement Code allows the Chief Procurement Officer to procure, without 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 and such 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 – October 1, 2024 through September 30, 2025
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – In an amount up to \$1,000,000.00
- 6) Termination rights – FSA/City may terminate for cause if Vendor violates the terms of the contract after giving 10 days to cure. FSA/City may terminate without cause upon 30 days notice.
- 7) Indemnity/Insurance Requirements – Vendor shall indemnify and hold harmless the FSA/City from or relating to personal injury and damage caused by Vendor, however, the Vendor shall not indemnify for damages resulting directly from the negligent acts or omissions of the FSA/City or proximately caused by intentional wrongful acts or omissions of the FSA/City.

8) Scope of Services – Vendors will provide vehicles and equipment

9) Other significant provisions – n/a

cc: George R. Keller, Jr., CPPT, City Manager