

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners

**DATE:** May 1, 2018

**FROM:** Douglas R. Gonzales, City Attorney

**SUBJECT:** Proposed Purchase Order with Deere & Company

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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 – Department of Parks, Recreation, and Cultural Arts
  - 2) Type of Agreement – Purchase Order
  - 3) Method of Procurement (RFP, bid, etc.) – Section 38.40(C)(5) of the City’s Purchasing Ordinance allows the Director to procure, without following formal procedures, all goods and services which are 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, provided however, the goods and services are: (i) the subject of a price schedule negotiated by the state or the United States government, or (ii) the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.
  - 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 – \$63,511.50
  - 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 supply one John Deere 9009A TerrainCut mower.
  - 9) Other Significant Provisions – Competitively bid by the State of Florida, Bid No. 20-21100000-C.
- cc: Dr. Wazir Ishmael, City Manager