

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** May 12, 2022

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Blanket Purchase Agreement with Thompson Consulting Services, LLC

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 – Public Works
- 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 – March 7, 2022 through March 6, 2025
 - b) renewals (if any) – Two additional one-year terms
 - c) who exercises option to renew – The City reserves the right to extend the contract, providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City.
- 5) Contract Amount – \$3,500,000.00 over a three-year period
- 6) Termination Rights – The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within 10 days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The City reserves the right, in its best interest as

determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least 30 days prior to the effective date of such cancellation.

- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.
- 8) Scope of Services – Contractor shall provide emergency disaster debris monitoring services which includes assistance in the preparation for a disaster, temporary debris management sites, oversight for road clearance and debris loading, providing field oversight functions and to facilitate communications with various federal and state agencies in the disaster recovery process.
- 9) Other Significant Provisions: Competitively bid by the City of Fort Lauderdale through solicitation number 12527-825

cc: Dr. Wazir Ishmael, City Manager