

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** November 16, 2015

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Agreement, Purchase Order and Master Lease-Purchase Agreement and Addendum with Ten-8 Fire Equipment, Inc., for the purchase of one Pierce Impel Custom Pumper Truck.

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 – Fire Rescue & Beach Safety
- 2) Type of Agreement – Agreement, Purchase Order and Master Lease –Purchase Agreement and Addendum.
- 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. **(Florida Sheriffs Association Bid Number 15-11-0116).**
- 4) Term of Contract
 - a) initial – 7 year lease term
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – \$512,756.23 (inclusive of financing costs). Seven annual payments in the amount of \$73,250.89 subject to annual appropriations.
- 6) Termination rights – The Master Lease Purchase Agreement provides for termination for governmental non-appropriations. Lessor may terminate upon events of default set forth in the Addendum to the Master Lease-Purchase Agreement.

- 7) Indemnity/Insurance Requirements – Pursuant to Master Lease Purchase Agreement, to the extent permitted by law City will indemnify Lessor if the Lessor requests such indemnity (See Paragraph 24).
 - 8) Scope of Services – Vendor will provide City with a Pierce Impel Custom Pumper Truck.
 - 9) Other significant provisions – n/a
- cc: Wazir A. Ishmael, City Manager