

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: March 14, 2018

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Blanket Purchase Order with Enterprise FM Trust

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 – Public Works
- 2) Type of Agreement – Blanket 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 – 14 month
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – \$104,705.72
- 6) Termination Rights – City shall have the right to terminate effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than 60 days prior written notice to the other party.
- 7) Indemnity/Insurance Requirements – To the extent permitted by law City agrees to indemnify Lessor, Servicer, and any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including without limitation reasonable attorneys' fees and expenses) which Lessor, Servicer, and any other agent of Lessor or any of their respective successor or assigns may incur by reason of City's breach or violation of, or failure to observe or perform, any term, provision of covenant of this Agreement, or as a result of any loss, damage, theft

or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle.

- 8) Scope of Services – Contractor shall supply 34 vehicles to be operated in increment of 17 vehicles at a time for a total 14 month terms, of which at the end of the first 7 month terms the first 17 vehicle increment will be returned and replaced by 17 new vehicles for a second 7 month term.
- 9) Other Significant Provisions – Competitively bid by the City of Lauderdale Lakes, Florida (RFP No. 15-1301-02R)

cc: Dr. Wazir Ishmael, City Manager