

RESOLUTION NO. R-DCRA-2017- 36

A RESOLUTION OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO ISSUE THE ATTACHED BLANKET PURCHASE ORDER RENEWING THE AGREEMENT BETWEEN MYDATT SERVICES, INC., DBA BLOCK BY BLOCK, AND THE CRA FOR SANITATION AND SECURITY SERVICES IN AN AMOUNT NOT TO EXCEED \$299,869.87.

WHEREAS, the CRA requires supplemental sanitation and security services in the Hollywood CRA Downtown District and at the ArtsPark location; and

WHEREAS, on November 5, 2014, the CRA Board approved the execution and issuance of blanket purchase order number B002646 to Mydatt Services, Inc., dba Block by Block, of Nashville, TN to provide the needed services, in accordance with RFP Number 14-601 (Piggyback Coconut Grove Business Improvement District of Miami, Florida) for an initial three (3) year period with the right to renew for one (1) additional two (2) year period, in an amount not to exceed \$299,869.87; and

WHEREAS, the CRA desires to renew the blanket purchase order for the two (2) year renewal period; and

WHEREAS, Mydatt Services, Inc., dba Block by Block, has agreed to renew the contract for the two (2) year renewal period; and

WHEREAS, Mydatt Services, Inc., dba Block by Block, continues to provide the required service to the CRA in a satisfactory manner; and

WHEREAS, staff recommends that the CRA Board approve the renewal of the attached blanket purchase order to Mydatt Services, Inc., dba Block by Block, for supplemental sanitation and security services in the Hollywood CRA Downtown District and at the ArtsPark location, for a two (2) year period in an amount not to exceed \$299,869.87; and

WHEREAS, renewal is subject to the CRA's receipt of all insurance certificates required by the City of Hollywood's Risk Manager, and indemnity to the CRA; and

WHEREAS, funding has been provided in the FY 2018 Operating Budget, account number 66.0186.00150.552.015201 – Downtown Maintenance;

NOW THEREFORE, BE IT RESOLVED BY THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY:

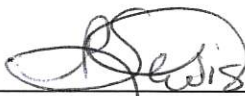
Section 1: That it hereby approves and authorizes the renewal of the attached blanket purchase order between Mydatt Services, Inc., dba Block by Block and the CRA together with such non-material changes as may be subsequently agreed to by the CRA Executive Director and approved as to form and legality by the CRA General Counsel.

Section 2: That this resolution shall be in full force and effect immediately upon its passage and adoption.


PASSED AND ADOPTED this 4th day of October, 2017.

ATTEST:

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY



PHYLLIS LEWIS, BOARD SECRETARY



JOSH LEVY, CHAIR

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the Hollywood,
Florida Community Redevelopment Agency
only.



ALAN FALLIK, ACTING GENERAL COUNSEL *du*



City of Hollywood, Florida

2600 HOLLYWOOD BLVD. • P.O. Box 229045 • ZIP 33022-9045

DATE: **September 19, 2017**

RE: **BLANKET ORDER #: B002646**

**PRODUCT/SERVICE: SANITATION AND SAFETY
AMBASSADORS FOR THE HOLLYWOOD CRA
DOWNTOWN DISTRICT.**

**Mydatt Services, Inc
Db: Block by Block
Attn: James Wells
7135 Charlotte Pike, Ste # 100
Nashville, Tennessee 37209**

**Telephone Contact: 615-850-4960
Email: Jwells@blockbyblock.com**

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your

- | | |
|---|--------|
| <input type="checkbox"/> FORMAL BID # | |
| <input type="checkbox"/> INFORMAL BID # | DATED: |
| <input type="checkbox"/> RENEWAL OF FORMAL BID # | DATED: |
| <input type="checkbox"/> EXTENSION OF FORMAL BID/RFP# | DATED: |
| <input type="checkbox"/> WRITTEN QUOTATION # | DATED: |
| <input type="checkbox"/> VERBAL QUOTATION PER | DATED: |
| <input type="checkbox"/> STATE OF FLORIDA CONTRACT # | DATED: |
| <input type="checkbox"/> BROWARD COUNTY BID # | |
| <input checked="" type="checkbox"/> OTHER: RFP-14-601 Piggyback Coconut Grove Business Improvement District | |

The term of this order is **11/6/2017 through 11/5/2019. Approval via Resolution # R-2017-XXX, Dated:**

The estimated dollar value is \$_____ annually.

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

****Prior to commencement of any work, vendor must provide certificates of insurance meeting the requirements of the Risk Manager and naming the City of Hollywood as additional insured. Please forward copies to Procurement Services.**

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact **Ralph Dierks** at (954) 921-3223.

c: **CRA
Finance**

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor referred to as Seller).

MODIFICATIONS

This purchase order form, and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) If Seller fails to perform in accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller 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 Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of procurement.

F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Sellers acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will

result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 -- 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.