

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: January 7, 2020

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Master Equipment Lease Agreement with Wells Fargo

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 – Parks, Recreation & Cultural Arts
- 2) Type of Agreement – Master Equipment Lease Agreement and additional documents
- 3) Method of Procurement (RFP, bid, etc.) – Section 38.40 (C)(5) of the 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 – Two years
 - b) renewals (if any) – Unless the City has a \$1.00 purchase option, the City shall notify Wells Fargo, in writing at least 30 days before the end of the term that the City intends to purchase or return the equipment at the end of the term or the Lease will automatically renew for an additional one month period.
 - c) who exercises option to renew – Agreement of the parties
- 5) Contract Amount – \$145,152.00 for a two year period.
- 6) Termination Rights – Either party may terminate for cause.
- 7) Indemnity/Insurance Requirements – City shall indemnify and hold Wells Fargo harmless from and against any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Wells Fargo, or suffered by or incurred by Wells Fargo, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the equipment.
- 8) Scope of Services – Contractor shall supply the City with 120 golf carts for use at the Orangebrook Golf and Country Club.
- 9) Other Significant Provisions: Competitively bid by Region 4 Education Service Center Department of Procurement RFP No. 16-11.

cc: Dr. Wazir Ishmael, City Manager