

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: June 30, 2026

FROM: Damaris Henlon, City Attorney

SUBJECT: Proposed Master Services Agreement with ESR, 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 – Master Services 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 – August 27, 2026 through May 31, 2030
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – Up to \$140,000.00
- 6) Termination Rights – The City, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing ten (10) days written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The City shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."
- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.

- 8) Scope of Services – Contractor shall provide the provision of sandbags during declared states of emergency.
 - 9) Other Significant Provisions: Competitively bid by by Miami-Dade County through Invitation to Bid No. ITB0000002
- cc: Raelin Storey, City Manager