

**AGREEMENT FOR THE PROVISION OF DOWNTOWN DISTRICT  
HOLIDAY DISPLAY SERVICES.**

**THIS AGREEMENT FOR THE PROVISION OF DOWNTOWN DISTRICT HOLIDAY DISPLAY SERVICES (AGREEMENT)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Town of Lake Park Community Redevelopment Agency, a dependent special district of the Town of Lake Park, 535 Park Avenue, Lake Park, Florida, 33403 (“CRA”) and Brandano Display’s, Inc., 1473 Banks Road, Margate, FL 33063 (“Contractor”).

**WITNESSETH THAT:**

**WHEREAS**, the Town of Lake Park Community Redevelopment Agency (CRA) is a dependent special district of the Town of Lake Park (Town); and

**WHEREAS**, the CRA has such powers and authority as are set forth in Chapter 163, Part III, Florida Statutes; and

**WHEREAS**, the CRA’s area encompasses Park Avenue, the Town of Lake Park’s historic main street and its businesses which provide predominately neighborhood-serving retail, food, and beverage establishments and some light-industrial uses; and

**WHEREAS**, the CRA is authorized to enter into contracts for the provision of goods and/or services; and

**WHEREAS**, the CRA solicited via Request for Proposal No. 116-2023 (the RFP) for qualified firms to provide services associated with the display of holiday decorations within the historic downtown area of Park Avenue (the Services); and

**WHEREAS**, Brandano Display’s, Inc. (hereinafter “the Contractor”), in its bid represented that it is qualified, able, and willing to provide the CRA with the Services; and

**WHEREAS**, the Contractor’s bid was determined by the CRA staff to be responsive and responsible to all requirements in the RFP; and

**WHEREAS**, the Contractor and CRA desire to enter into the Agreement whereby the Contractor is to provide the Services, as specified in the RFP; and

**WHEREAS**, the CRA’s Executive Director recommends to the CRA that it should enter into the Agreement with the Contractor, for the Services.

**NOW, THEREFORE**, the CRA and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

- 1.** The above stated recitals are true and correct, and are incorporated herein.

## **2. TERM**

This Agreement shall begin as of the date of execution and continue for four years unless otherwise terminated as provided herein.

The CRA shall have the option of extending the Agreement for two additional one-year periods at the pricing, terms, and conditions agreed upon herein. Such extension shall be in the form of a written amendment to the Agreement executed by both parties.

## **3. COST OF SERVICES**

The cost for the provision of the services during the term is \$509,428. The CRA acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Agreement, the unit prices may be adjusted upward based on Consumer Price Indices mutually agreed upon. The value of the adjustment will be determined by the CRA.

## **4. LAWS AND REGULATIONS**

The Contractor shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation.

## **5. LICENSES, PERMITS AND FEES**

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the CRA or a Contractor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Contractor.

## **6. SUBCONTRACTING**

The Contractor shall not subcontract any portion of the work required by this Agreement without the prior written consent of the CRA. Subcontracting without the prior consent of the CRA shall constitute a material breach of the Agreement and may result in the termination of the Agreement.

## **7. ASSIGNMENT**

The Contractor shall not assign, transfer, hypothecate, or otherwise dispose of this Agreement, including any rights, title, or interest therein, or its power to execute this Agreement to any person, company, or corporation without the prior written consent of the CRA. Assignment without the prior consent of the CRA may result in termination of the Agreement for default.

## **8. CONTRACTOR'S RESPONSIBILITIES AS EMPLOYER**

The employee(s) of the Contractor shall be considered to be at all times the employees of the Contractor, and not an employee or agent of the CRA. The Contractor shall provide physically competent employees capable of performing the work as required. The CRA may require the Contractor to remove any employee the CRA deems unacceptable. All employees of the Contractor shall wear proper identification.

It is the Contractor's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The CRA shall have no responsibility to check or verify the legal immigration status of any employee of the Contractor.

## **9. INDEMNIFICATION and INSURANCE**

The Contractor shall indemnify and hold harmless the CRA and its appointed officers, employees, consultants, or agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which may incur as a result of claims, demands suits, causes of actions, or proceedings of any kind or nature against the CRA arising out of, relating to, or resulting from the performance of the Agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CRA including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CRA or its appointed officers, employees, consultants, or agents as herein provided.

The Contractor shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received and approved by the CRA's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the state of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the CRA shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates of insurance or policies or copies of policies by the CRA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the CRA.

The Contractor shall submit a current Certificate of Insurance, naming the CRA as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the CRA upon expiration.

The Contractor shall provide insurance coverage as follows:

- a. **WORKERS' COMPENSATION INSURANCE** in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than (\$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- b. **GENERAL LIABILITY INSURANCE** with each occurrence limits of not less than \$1,000,000.

- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than \$500,000 per claim.

#### **10. MODIFICATION OF AGREEMENT**

The Agreement may only be modified by mutual consent, in writing, through the issuance of a modification to the Agreement.

#### **11. TERMINATION FOR CONVENIENCE**

The CRA, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to the Contractor. Upon receipt of such notice, the Contractor shall not do anything to incur any additional costs under the Agreement. The CRA shall be liable only for reasonable costs incurred by the Contractor prior to the date of the notice of termination. The CRA shall be the sole judge of "reasonable costs."

#### **12. CONTRACTOR'S TERMINATION FOR DEFAULT**

Contractor may terminate this Agreement for the CRA's failure to perform in accordance with the terms and conditions stated herein by providing 120 days advance written notice of the CRA'S failure to perform or default of the Agreement. The notice shall specify the nature of the default, and specify a reasonable time period within which the default may be cured. The failure to timely cure any default shall serve to automatically terminate the Agreement.

#### **13. ACCESS AND AUDIT OF RECORDS**

The CRA reserves the right to require the Contractor to submit to an audit by an auditor of the CRA's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours.

The Contractor shall retain all records pertaining to this contract, and upon request, make them available to the CRA for three (3) years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the CRA to ensure compliance with applicable accounting and financial standards.

#### **14. OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed CRA programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all CRA contracts.

## **15. BINDING EFFECT**

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

## **16. SEVERABILITY**

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

## **17. GOVERNING LAW AND VENUE**

Any Agreement arising from this solicitation and all transactions contemplated by this agreement shall be governed by and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

## **18. ATTORNEY'S FEES**

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

## **19. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

The CRA complies with all laws of prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority and female-owned businesses to participate.

During the performance of this Agreement, Contractor agrees it shall not discriminate or permit discrimination in its hiring practices or in its performance of the Agreement. The Contractor shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The Contractor further acknowledges and agrees to provide the CRA with all information and documentation that may be requested by the CRA from time to time regarding the payment of subcontractors, suppliers, and vendors in connection with this Agreement.

## **20. MINIMUM WAGE REQUIREMENTS**

The Contractor shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on federal law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

## **21. PUBLIC RECORDS**

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the Town of Lake Park or CRA to perform the service.
- b. Upon the request of the CRA's custodian of public records, provide the CRA with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
- d. Upon the completion of the term of the Agreement, transfer, at no cost, to the CRA all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the CRA upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.
- e. IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

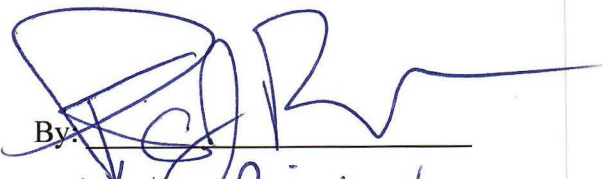
By: \_\_\_\_\_  
Vivian Mendez, CRA Clerk

By: \_\_\_\_\_  
Roger Michaud, CRA Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, CRA Attorney

BRANDANO DISPLAYS, INC.

By:   
Its: Vice President  
Patrick J. Brandano

Printed Name