

RESOLUTION NO. R-2022-007

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BRANDANO DISPLAYS, INC. FOR THE CITYWIDE OUTDOOR BANNER PROGRAM IN THE ANNUAL ESTIMATED AMOUNT OF \$75,000.00.

WHEREAS, the Department of Communications, Marketing and Economic Development ("CMED") requires an agreement with a qualified firm to provide a Citywide Outdoor Banner Program to promote City services, events, happenings, business districts and information in the City; and

WHEREAS, on August 17, 2021, a Notice of Bid Availability for RFP-4686-21-JE was posted on the City's website and advertised on Bidsync.com in accordance with Section 38.42(A)(1) of the City's Purchasing Ordinance; and

WHEREAS, RFP-4686-21-JE was opened at 3:00 P.M. on September 16, 2021, and resulted in a response from one firm as follows:

- ◆ Brandano Display, Inc., Margate, Florida; and

WHEREAS, the evaluation of the proposal was based on criteria as follows: Experience in Banner Programs; Project Organization, Management and Technical Qualifications of the Company and Persons Assigned to the Project; References and Successfully Completed Similar Projects; Cost of Services and Local Preference; and

WHEREAS, the sole proposal was evaluated by four committee members consisting of City staff; and

WHEREAS, after the proposal was evaluated, the Selection Committee scores were tallied to arrive at the scores below:

- ◆ Brandano Display, Inc., 354.0 points; and

WHEREAS, the Director of CMED and the Assistant Director of Financial Services for Procurement recommend that the City Commission authorize the negotiation and execution of an agreement with Brandano Display, Inc. to provide a Citywide Outdoor Banner Program to promote City services, events, happenings, business districts and information in the City for a three-year period, with the option to renew for one additional two-year period in the estimated annual amount of \$75,000.00; and

WHEREAS, funding for this service has been appropriated and exists in account number 334.114001.51900.563010.001412.000.000; and

WHEREAS, the City reserves the right to terminate the agreement with or without cause effective 30 days from date of written notice; and

WHEREAS, award is subject to the City receiving all insurance documentation required and approved by the City's Risk Manager, along with signed statements of Hold Harmless and Indemnity in favor of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of an agreement with Brandano Display's, Inc., together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 19 day of January, 2022.



JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida, only.



DOUGLAS R. GONZALES
CITY ATTORNEY

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
BRANDANO DISPLAYS, INC.
FOR
CITY-WIDE BANNER PROGRAM**

This Agreement made and entered into this 19 day of January, 2022, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and BRANDANO DISPLAYS, INC. (hereinafter "Contractor").

WHEREAS, City issued Request for Proposal No. RFP-4686-21-JE (hereinafter the "RFP") for an OUTDOOR BANNER PROGRAM; and

WHEREAS, Contractor submitted a proposal in response to the RFP;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The RFP, including any addenda thereto, the proposal submitted by Contractor, and the Purchase Order (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

**ARTICLE II
INDEMNIFICATION**

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Contractor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the RFP. Nothing in this Agreement or under the RFP shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

ARTICLE III
REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE IV
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE V
ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with the attachments hereto, sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE VI
NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Joann Hussey
Office of Communications, Marketing and Economic Development
City of Hollywood
2600 Hollywood Boulevard
Hollywood, Florida 33020

with a copy to:

City Attorney
City of Hollywood
2600 Hollywood Boulevard
Suite 407
Hollywood, Florida 33020,

and if sent to Contractor, such notices shall be mailed to:

Patrick Brandano
Brandano Displays, Inc.
1473 Banks Road
Margate, FL 33063

ARTICLE VII
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida

ATTEST:

By: _____
Wazir Ishmael, Ph.D., City Manager

Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM & LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida only.

DEPARTMENT OF FINANCIAL
SERVICES

Douglas R. Gonzalez, City Attorney

Financial Services Director

BRANDANO DISPLAYS, INC.,
a Florida corporation

By: _____

Name typed, printed or stamped
Title: _____