

RESOLUTION NO. R-2023-206

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH LIVE FLYER, INC. FOR ANCHORING LIMITATION AREA SIGNS IN AN AMOUNT UP TO \$125,000.00 OVER A TWO-YEAR INITIAL TERM, WITH AN OPTION TO RENEW FOR AN ADDITIONAL ONE-YEAR PERIOD.

WHEREAS, the Department of Parks, Recreation & Cultural Arts ("PRCA") desires to install Anchoring Limitation Area signage in the City's North and South Lakes ("Services") pursuant to Broward County Code of Ordinances Section 21-173, Designated Anchoring Limitation Areas; and

WHEREAS, Section 38.43 of the Procurement Code provides that when the estimated annual cost of goods, supplies, materials, equipment, or services exceeds \$50,000.00, a formal solicitation process shall be completed that may result in a written contract(s) and/or purchase order(s), after due public notice inviting bids or proposals; and

WHEREAS, on February 13, 2023, Request for Proposal Number RFP-055-23-SK ("RFP") was electronically advertised on OpenGov.com with a response deadline of March 14, 2023, to solicit a vendor to provide Anchoring Limitation Area Signs in accordance with Section 38.43(A) of the Procurement Code; and

WHEREAS, the RFP was extended for two weeks with a new deadline of March 29, 2023, and resulted in one proposal from Live Flyer, Inc.; and

WHEREAS, on May 2, 2023, an oral presentation was provided by Live Flyer, Inc. followed by a Public Selection Committee Meeting during which the Selection Committee comprised of City staff from PRCA and the Police Department evaluated and scored the vendor's proposal based upon the following Evaluation Criteria established in the RFP: Organizational Profile, Qualifications and Experience, Project Understanding, Proposed Approach and Methodology, Fee Statement, and Local Vendor Preference; and

WHEREAS, Live Flyer, Inc.'s proposal was evaluated and received an aggregate average score of 88.33 points out of a possible 105 points; and

WHEREAS, PRCA and Chief Procurement Officer recommend that the City Commission authorize the execution of the attached Agreement with Live Flyer, Inc. in an amount up to \$125,000.00 over a two-year initial term, with an option to renew for an additional one-year period, to provide the desired Services; and

WHEREAS, a portion of the funding for the Agreement was included in the amended FY 2023 Capital Improvement Plan, and is available in account number 334.309901.51900.559650.001661.000.000, and the remainder will be made available in a companion budget amendment resolution.

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 authorizes the execution, by the appropriate City officials, of the attached Agreement with Live Flyer, Inc., together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form 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 5 day of July, 2023.

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK


JOSH LEVY, MAYOR

APPROVED AS TO FORM:


DOUGLAS R. GONZALES
CITY ATTORNEY

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
LIVE FLYER, INC.
FOR
ANCHORING LIMITATION AREA SIGNS**

This Agreement made and entered into this _____ day of _____, 2023, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida ("City") and Live Flyer ("Vendor").

WHEREAS, City issued Request for Proposal No. 055-23-SK ("RFP") for a Anchoring Limitation Area Signs; and

WHEREAS, Vendor 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, the proposal submitted by Vendor, and the Purchase Order, if applicable, (collectively, the "RFP Documents") are attached and incorporated into and made a part of this Agreement. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions in the RFP Documents.

**ARTICLE II
INDEMNIFICATION**

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

Vendor 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 Vendor, 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 Document. Nothing in this Agreement or under the RFP Documents 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, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated in this Agreement. 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.

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:

Rick Engle, Director
Dept. of Parks, Recreation, & Cultural Arts
City of Hollywood
1405 S. 28th Avenue
Hollywood, Florida 33020

with a copy to:

Douglas R. Gonzales, City Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33020

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

**ARTICLE VII
THIRD PARTY RIGHTS**

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

IN WITNESS WHEREOF, the parties 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: _____
Josh Levy, Mayor

Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM:

Douglas R. Gonzales
City Attorney

LIVE FLYER, INC., a Florida corporation

By: _____

Name typed, printed or stamped
Title: _____