

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
BRANDANO DISPLAYS, INC.
FOR
HOLIDAY DECORATION SERVICES**

This Agreement made and entered into this _____ day of _____, 2022, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and **Brandano Displays, Inc.** (hereinafter "Vendor").

WHEREAS, City issued Request for Proposal No. **RFP-4619-19-JE** (hereinafter the "RFP") for **HOLIDAY DECORATION SERVICES** within the Downtown and Beach Districts of the Community Redevelopment Agency ("CRA"); and

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

WHEREAS, on November 6, 2019, the CRA Board passed and adopted Resolution No. R-CRA-2019-59 authorizing a two-year agreement with the Vendor for Holiday Decoration Services;

WHEREAS, on September 7, 2022, the CRA Board passed and adopted Resolution No. R-CRA-2022-40 authorizing a new one-year agreement with two one-year options to renew with the Vendor for Holiday Decoration Services;

WHEREAS, on October 12, 2022, City Commission expressed a desire to continue the Holiday Decoration Services with the Vendor under this new Agreement;

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 Vendor, and the Purchase Order, if applicable, (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
TERM**

The term of this Agreement shall be for a one-year period for an annual amount not to exceed \$150,000.00, with the option to renew for two additional one-year periods.

ARTICLE III
INDEMNIFICATION

The parties hereby 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 IV
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 V
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 VI
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 VII
NOTICE

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

Charles Lassiter, Assistant Director of Public Works
City of Hollywood
2600 Hollywood Boulevard
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:

Brandano Displays, Inc.
14736 Banks Road
Margate, Florida 33063

ARTICLE VIII
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 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: _____
Josh Levy, Mayor

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

BRANDANO DISPLAYS, INC., a Florida
corporation

By: _____

Name typed, printed or stamped

Title: _____