

CITY OF HOLLYWOOD, FLORIDA

Agreement / Contract Routing Form

Only Mayor's Signature

Must route the three (3) original agreements, as described, unless more than three (3) are required, for execution. Outside signatures must be obtained first before any City signatures are done in the majority of the situations. Only exceptions are for Federal, State and County governments. This form must be filled out completely or it will be returned to the Department/Office.

Date: 11 / 07 / 2023Prepared by: Sandra BettonExtension #: 5453Originating Dept: Parks and RecreationOriginating Dept. Contract Manager: Karl ChuckCo./Vendor Name: Live Flyer, Inc.Co./Vendor Contact Person: John WardCo./Vendor Contact Email:
john@liveflyerinc.comCo./Vendor Contact Number: 850-815-8900

Complete Description of Agreement. Provide a summary of what the resolution authorizes, services provided, equipment to be purchased, action to be taken, etc: 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.

Approved by: Resolution/Ordinance/ Memo No: R-2023-206**BRING COMPLETED PACKAGE TO CITY CLERK'S OFFICE**☒ Outside signatures obtained first: John Ward, date _____☒ Originating Director, print name: Ricky Engle, date 11/7/2023
(Director must also initial on contract by City Manager's signature)☒ Submission to City Clerk Office, date 11/8/2023☒ Office of Human Resources, Stacy Myers, Loss Control Officer, date 11/8/2023☒ Office of Human Resources, Tammie Hechler, Director, date 11/8/2023☒ Office of Procurement & Contract Compliance, Randy Stovall, Contract Compliance Admin, date 11/8/2023☒ Office of Procurement & Contract Compliance, Steve Stewart, Director, date 11/8/2023☒ Office of Budget & Performance Management, Jonathan Antista, Director, date 11/8/2023☒ Department of Financial Services, David Keller, Director, date 11/14/2023☒ City Attorney, Douglas R. Gonzales, date 11/16/2023☒ Mayor, Josh Levy, date 11/20/2023☒ City Clerk, Patricia A. Cerny, date 11/20/2023

Distribution: _____ Original to City Clerk; _____ Copy to Procurement; _____ Originals Returned to Preparer.

Agreement/Contract Routing Form Continued

Funding in account number: 334.309901.51900.559650.001661.000.000

Total amount authorized by legislation: NA /year, NA /contract term

Length of Term: 2 Years Start date: _____ End date: _____

Renewals, Y/N: Yes Do renewals need to be authorized annually? Yes

Authorization to enter into agreement:

☒ City Commission

☒ City Manager

☐ Procurement Service

☐ Other: _____

Document Type: (check one)

☒ Agreement / Contract

☐ Lease

☐ Grant

☐ Consulting/Professional Services

☐ Authorization to Proceed:

☐ Other: _____

Location of Executed Copies:

☐ City Clerk's Office

☐ Other: _____

☐ Other: _____

Procurement Method: (check one)

☒ Formal Solicitation (RFQ, RFP, IFB, RLI): / # RFP-055-23-SK

☐ Open Market (3 quotes/proposals)

☐ Co-op Agreement

☐ Piggyback Agreement

☐ Other: _____

☒ Insurance reviewed and approved by Risk Management. (Attached)

☐ Bonds reviewed and approved by City Attorney's office. (Attached)

Additional Notes: _____

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

This Agreement made and entered into this 20 day of November, 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:

LIVE FLYER INC

PO BOX 2399

CRESTVIEW, FL 32536

(850) 815-8900

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.

ATTEST:

DocuSigned by:

Patricia A. Cerny

784415EE2C0C47E

Patricia A. Cerny, MMC
City Clerk

DS



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

DocuSigned by:

By: Josh Levy

E3E5798FD4A34FA...

Josh Levy, Mayor

APPROVED AS TO FORM:

DocuSigned by:

Douglas R. Gonzales

31028A9647F142A

Douglas R. Gonzales
City Attorney

LIVE FLYER, INC., a Florida corporation

By: John Ward

JOHN WARD

Name typed, printed or stamped

Title: PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kelly White & Associates Insurance, LLC 1622 Hickman Road Jacksonville FL 32216	CONTACT NAME: Crystal Pounders PHONE (A/C No. Ext): 904-880-8881 FAX (A/C No.): E-MAIL ADDRESS: crystal@kwhiteinsurance.com INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER B: Progressive Express Ins Company</td> <td>10193</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D: American Longshore Mutual Association LTD</td> <td></td> </tr> <tr> <td>INSURER E: Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: XL Specialty Insurance Company	37885	INSURER B: Progressive Express Ins Company	10193	INSURER C: XL Specialty Insurance Company	37885	INSURER D: American Longshore Mutual Association LTD		INSURER E: Great American Insurance Company	16691	INSURER F:	
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INSURER D: American Longshore Mutual Association LTD															
INSURER E: Great American Insurance Company	16691														
INSURER F:															
INSURED Live Flyer, Inc. P.O. Box 2399 Crestview FL 32536															

COVERAGES**CERTIFICATE NUMBER:** LIVE23110308430625**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		UM00127973MA22A	12/21/2022	12/21/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Marine Contractor's Legal						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Protection & Indemnity						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY	X		964226288	12/21/2022	12/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> OTHER:						PIP \$ 10,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		UM00167464MA23A	10/31/2023	12/21/2023	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	ALMA-121622-065835-01	12/21/2022	12/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Includes USL&H
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Vessel Pollution			OMH 4229046	12/21/2022	12/21/2023	OPA/CERCLA 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Hollywood is named as additional insured.

CERTIFICATE HOLDER**CANCELLATION**
 City of Hollywood
 2600 Hollywood Blvd

Hollywood

FL 33019

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

From: Certificate of Insurance [COI@hollywoodfl.org]
To: David Vazquez [DVazquez@hollywoodfl.org], Certificate of Insurance [COI@hollywoodfl.org]
Subject: RE: Review of Insurance
Sent: Tue 11/7/2023 6:18 AM GMT-08:00
Importance: Normal

Good morning,

The vendors insurance meets the requirements.

Thanks,

Stacy

From: David Vazquez <DVazquez@hollywoodfl.org>
Sent: Monday, November 6, 2023 2:35 PM
To: Certificate of Insurance <COI@hollywoodfl.org>
Subject: Review of Insurance

Good afternoon,

Please review insurance against pages 10/11 of 2nd attached. Thank you.

DV

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").

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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:

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INCORPORATION OF DOCUMENTS**

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**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.

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ARTICLE V ENTIRETY OF CONTRACTUAL AGREEMENT

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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: _____