

**RESOLUTION NO. 93-11-24**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BRANDAN DISPLAYS, INC., FOR HOLIDAY DECORATIONS AT TOWN HALL AND PROVIDING FOR AN EFFECTIVE NOVEMBER 06, 2024.**

**WHEREAS**, the Town of Lake Park, Florida (hereinafter "Town") is a municipal corporation of the state of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, The Town is empowered to enter into contractual arrangements with public agencies, private corporations, or other persons; and

**WHEREAS**, the Town solicited quotes from companies pursuant to a Request for Quote (RFQ 115-2024) for services associated with holiday decorations at the Town Hall; and

**WHEREAS**, the Town received only one quote, that being from Brandano Display, Inc. for the amount of \$12,029.00; and

**WHEREAS**, the Town has reviewed the scope of services outlined in the Quote and determined that the services and pricing offered meet the Town's requirements for Town Hall decorations and their maintenance; and

**WHEREAS**, the Town Commission finds that the Quote from Brandano Display Inc. for its services is acceptable.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

**Section 1:** The foregoing recitals are incorporated herein.

**Section 2:** The town manager is hereby authorized and directed to execute the necessary documents to effectuate the agreement attached hereto and incorporated herein as Exhibit "A".

**Section 3:** This resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Commissioner Hensley, who moved its adoption. The motion was seconded by Vice-Mayor Glas-Castro and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER MICHAEL HENSLEY	<u>/</u>	—
COMMISSIONER MARY BETH TAYLOR	<u>/</u>	—
COMMISSIONER JUDITH E. THOMAS	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution 93-11-24 duly passed and adopted this 6 day of November, 2024.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]  
ROGER D. MICHAUD  
MAYOR

ATTEST:

[Signature]  
VIVIAN MENDEZ  
TOWN CLERK



Approved as to form and legal sufficiency:

BY: [Signature]  
THOMAS I. BAIRD  
TOWN ATTORNEY  
Brett Lasbury

## Agreement

This Agreement for Holiday Decorations and Maintenance at Town Hall ("Agreement") is made and entered into this 6 day of November 2024, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 (the "**Town**"), and Brandan Displays, Inc., a corporation, with offices located at 1473 Banks Road, Margate, FL 33063, (hereinafter referred to as the "**Contractor**").

### RECITALS

**WHEREAS**, the Town of Lake Park, Florida (hereinafter "Town") is a municipal corporation of the state of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, The Town is empowered to enter into contractual arrangements with public agencies, private corporations, or other persons; and

**WHEREAS**, the Town solicited quotes from companies pursuant to a Request for Quote (RFQ 115-2024) for services associated with holiday decorations at the Town Hall; and

**WHEREAS**, the Town received only one quote, that being from Brandano Display, Inc. for the amount of \$12,029.00; and

**WHEREAS**, the Town has reviewed the scope of services outlined in the Quote and determined that the services and pricing offered meet the Town's requirements for Town Hall decorations and their maintenance; and

**WHEREAS**, the Town Commission finds that the Quote from Brandano Display Inc. for its services is acceptable.

**NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Contractor agree as follows:**

1. The recitals are true and correct and are incorporated herein.
2. Scope of Services.
  - a. The Contractor agrees to provide the Town the Services which are contained in the RFQ 115-2024. A copy of the Request for Quote (RFQ 115-2024) is attached hereto and incorporated herein as Exhibit A.
3. Term.
  - a. The term of this Agreement shall begin upon execution by both parties. It shall continue until January 15, 2025, unless terminated earlier in accordance with the provisions herein.
4. Compensation.
  - a. The Town agrees to pay the Contractors according to the pricing structure established in the proposal. Payments by the Town shall be

made upon receipt of proper invoices submitted in accordance and subject to Town approval.

5. Compliance with Laws.
  - a. The Contractor shall comply with all applicable federal, state, and town laws when performing the Services.
  
6. Records Retention/Ownership/Audit.
  - a. The Consultant shall comply with public records laws Chapter 119, Florida Statutes specifically to Keep and maintain public records that ordinarily and necessarily would be required by the Town to perform the service; Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the price provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Town in a format compatible with the Town's information technology systems.
  - b. The Town has not performed a pre-audit of the Consultant's or Sub-consultant's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Consultant shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Consultant's and any Sub-consultant's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The Town or its designated agent may perform this audit.
  - c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the Consultant in connection with this Agreement, may be utilized by the Town in its ordinary course of business. Town use may include, but shall not be limited to, reproduction, distribution, and preparation of derivative works. The Town shall not hold the Consultant responsible if documents are used for other purposes than intended.

#### 7. Public Records.

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

- a. Keep and maintain public records required by the Town to perform the service.
  - b. Upon the request of the Town's custodian of public records, provide the Town 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 work and services to be provided pursuant to this Agreement and following completion of this Agreement.
  - d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Consultant shall transfer, at no cost, to the Town all public records in possession of the Consultant or its Sub-consultants related to the Project or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the Town upon completion of the work and services for the Project, the Consultant shall destroy any duplicate public records that are exempt from public records disclosure. If the Consultant shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Consultant acknowledges that it is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
  - e. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.
8. Insurance and Indemnification.
- a. The Contractor shall maintain insurance coverage as required under the City of Orlando's Agreement and provide proof of such coverage to the Town before commencing any work. Additionally, the Contractor agrees to indemnify and hold harmless the Town, its elected and appointed officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.
9. Termination.
- a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of termination, the Contractor shall be paid for all work performed up to the termination date.
10. Governing Law and Venue.

a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.

11. Entire Agreement.

a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

ATTEST:

BY: Vivian Mendez  
Vivian Mendez, Town Clerk

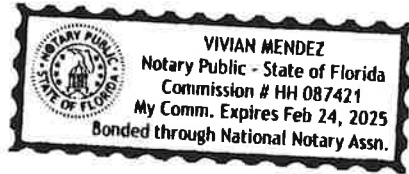
TOWN OF LAKE PARK  
By: Roger Michaud  
Roger Michaud, Mayor



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
By: Thomas J. Baird  
Thomas J. Baird, Town Attorney  
Brett Lashley

State of Florida  
County of Palm Beach

The foregoing instrument has been acknowledged before me this 6 day of November 2024, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.



Vivian Mendez  
Notary Public, State of Florida

**CONTRACTOR**  
**Brandano Displays, Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed \_\_\_\_\_

# **Exhibit A**

**Request for Quotes (RFQ) 115-2024**  
**Town Hall Christmas Décor Installation and Maintenance**

The Town of Lake Park seeks qualified vendors to provide installation, maintenance, and dismantling services for holiday lighting and décor for the 2024 holiday season. The scope of work includes the full-service rental, installation, and maintenance of holiday lighting and decorations for the Town Hall campus. Below are the specific requirements for the project:

**Scope of Work**

**1. Tree Lighting:**

- Illuminate six (6) Royal Palm trees on the Town Hall campus.
- Lighting Specifications:
  - 1,700 LED miniature lights per tree.
  - Pure white miniature lights on the trunks.
  - Warm white twinkling lights mixed with Wintergreen lights in the fronds.

**2. Additional Décor:**

- Installation of an animated juggling snowman display in the Town Hall greenspace.
- Display Specifications:
  - Dimensions: 24 feet high x 14 feet wide.

**3. Installation Services:**

- Vendor must provide all labor, equipment, and materials necessary to install the lighting and décor.
- Installation must be completed by November 24, 2024.

**4. Maintenance Services:**

- Vendor must provide on-call maintenance to repair or replace malfunctioning lights or decorations during the holiday display period.
- Maintenance must be included in the contract, ensuring all decorations remain operational and aesthetically pleasing throughout the holiday season.

**5. Dismantling Services:**

- Removal of all lights and décor must occur by January 15, 2025, with all decorations stored safely or disposed of per contract terms.
- All materials must be removed without damage to the Town's property.

**6. Contract Duration:**

- This contract will cover the 2024 holiday season.
- Pricing will remain fixed for the duration of the contract term.

**7. Insurance Requirements:**

- The vendor must provide proof of insurance, including general liability and worker's compensation, before commencing work.



**Submission Requirements**

- Vendors must submit a written quote detailing the total cost of the services.
- All quotes must include costs for installation, maintenance, dismantling, and any other associated fees.
- At least three references for similar projects must be provided with the submission.

**Submission Deadline**

- All submissions must be received no later than 10:00 A.M. Thursday, October 10, 2024, and should be sent electronically to [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov) or delivered in a sealed envelope clearly labeled “**RFQ 115-2024 Town Hall Christmas Décor Installation and Maintenance**” to 535 Park Avenue, Lake Park, FL 33403 attention Town Clerk.

**Evaluation Criteria**

- Quotes will be evaluated based on cost, experience with similar projects, quality of materials and lighting used, and the ability to meet the required installation and removal dates.