



**CITY OF OAKLAND PARK
COMMUNITY REDEVELOPMENT AGENCY
3650 NE 12th Avenue
Oakland Park, FL 33334**

AGREEMENT FOR EVENT MANAGEMENT SERVICES

This AGREEMENT, made this ____ day of _____, 2016, by and between the City of Oakland Park Community Redevelopment Agency (CRA), acting herein through its Executive Director, hereinafter called "OWNER", and South Florida Food and Wine, Inc, located at _____ in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide event management services for the City of Oakland Park Community Redevelopment Agency, not to exceed \$60,000.

ARTICLE II

In accordance with the Proposal, attached as Exhibit A, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be from October 1st, 2016 and terminating on September 31, 2017. If mutually agreed upon by the CRA and CONTRACTOR, this contract may be renewed for an additional three (3) years period.

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CRA, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance to protect the CRA and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CRA for any and all court costs and other expenses, including reasonable attorney's fees incurred by CRA in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CRA for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

PUBLIC RECORDS: The CRA is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CRA in order to perform the service;
- B. Provide the public with access to such public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfer to the CRA, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Renee M. Shrout, CMC

City Clerk

City of Oakland Park

3650 NE 12th Avenue

Oakland Park, FL 33334

954-630-4298

renees@oaklandparkfl.gov

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Renee M. Shrout, Executive Secretary

David Hebert, Executive Director

(SEAL)

WITNESS (as to CONTRACTOR)

CONTRACTOR

WITNESS (as to CONTRACTOR)

ADDRESS

PHONE: _____