



**CITY OF OAKLAND PARK**  
**3650 NE 12<sup>th</sup> Avenue**  
**Oakland Park, FL 33334**

**AGREEMENT for Bus Bench Advertising, RFP #121919A**

**THIS AGREEMENT** is made and entered into to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **City of Oakland Park, Florida**, with administrative offices at 3650 N.E. 12 Avenue, Oakland Park, Florida 33334 (hereinafter referred to as "**City**"), and **Insite Street Media, Inc.**, a Florida corporation, with administrative offices at 150 NW 70th Avenue, Plantation Florida 33317 (hereinafter referred to as "**Contractor**").

**WITNESSETH:**

**WHEREAS**, the Contractor seeks an Agreement with City authorizing the placement by it of rest benches along public streets and thoroughfares and other localities within the City, which serves the public convenience and necessity; and

**WHEREAS**, the Contractor desires to enter into a contractual agreement with City by this Agreement regarding the placement and the sale of advertising on such rest benches; and

**WHEREAS**, the City wishes to enter into such an Agreement for the sole and exclusive purpose of raising revenue for City; and

**WHEREAS**, City believes that it will be in the best interest of the citizens for the placement on City rights-of-way of rest benches, which shall at all times remain a nonpublic forum, by the Contractor at appropriate points throughout City's rights-of-way.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and Agreements hereinafter set forth, it is mutually agreed and covenant as follows, to-wit:

**1. LICENSE GRANT.** City does hereby grant unto the Contractor, its successors and assigns, subject to the conditions stated herein, the sole and exclusive license, privilege, and right to place rest benches along public streets and thoroughfares, and other localities which will serve the public convenience and necessity within the City. All rest benches are and shall remain the exclusive personal property of the Contractor which shall be solely responsible for their erection, safety, and maintenance. It is the

express intent of City that the City's rights-of-way, which are the subject of this Agreement, are not dedicated to First Amendment activity and that by this Agreement, City is acting only in its proprietary capacity to generate revenue for the City.

**2. BUS BENCHES.** Unless approved by City, no more than one bus bench shall be placed at a bus stop location. All bus benches shall be placed at a bus stop in the service area, a be defined as streets, roads, and/or highways traveled by City bus routes. Bus benches shall be placed, maintained, and relocated as required by City or designated agent and pursuant to the Florida Administrative Code, Chapter 14, Department of Transportation. Contractor shall be required to obtain the necessary permit(s) from all agencies involved including State, County, or the City of Oakland Park. The bus benches are for the convenience of those using public transportation and shall be placed only at bus stops along the City service area. All bus benches shall meet the U.S. Department of Transportation "ADA Standards for Transportation Facilities."

**3. SITE LOCATION AND APPROVAL.** Prior to the placement of any new bus benches by the Contractor within the City, the Contractor shall submit to the City a list of such proposed sites which have been selected for said benches, and shall obtain the placement approval for such sites from the City and from any other governmental authority necessary to carry out such placements.

All bus bench locations must be approved by the City or designated agent. Within the service area, the potential locations shall include public bus stops located at parks, shopping centers, business zones, and in other similar areas needed for pedestrian convenience and for the accommodation of the public. Notwithstanding the aforementioned, Contractor may locate bus benches on private property within the service area provided, however, that the Contractor secure, at its own expense, written leases, authorizations, or grants of easements from the owners of such property as may be necessary, and provided further that such bus benches shall be subject to compliance with the provisions of this Agreement.

**4. PLACEMENT.** Specifications and regulations pertaining to placement in the service area, including distance from curb and intersections, as well as design and structure requirements, must adhere to all federal, state, and local laws, ordinances, and regulations. Where rights-of-way prohibit the pouring of concrete slab to facilitate the installation of a primary bus bench, Contractor shall install an alternate design to ensure no disruption of service, provided that such alternate design adheres to all federal, state, and local laws, ordinances, and regulations.

The following safety considerations shall also apply:

A. Benches shall be installed parallel to the adjacent roadway wherever possible.

B. A minimum five-foot setback from the adjacent roadway shall be maintained

wherever possible.

- C. A minimum three-foot sidewalk clearance shall be maintained.
- D. Benches shall not be located within twenty-five (25) feet of the right of way
- E. Intersection corner. Any variance to this footage will require written approval by the City prior to the placement of any bench.

**5. DESIGN.** Bus bench design and specifications shall be in accordance with those provided in the Contractor's response to RFP #121919A. Any design proposals submitted hereafter should include a complete set of drawings detailing the design and construction of any and all bus benches proposed to be placed in the service area. The City or designee shall have the right to reject for any reason whatsoever designs that in its opinion are not suitable or aesthetically pleasing. Contractor may propose use of a different bus bench design, type, and construction that may be more compatible to a unique location.

All bus benches shall meet or exceed hurricane wind resistance building code requirements.

Contractor shall locate and design the bus benches so that access for utilities and cable is not impaired and will coordinate with such utilities and cable companies.

All bus benches must be ADA compliant.

The City will require a "mono pole" style bench with an affixed or integral trash receptacle.

To ensure benches are available for use by utilized by bus customers, the City requires the use of benches with loitering deterrent devices, designed to discourage or prevent users from occupying the bench in a prone position.

**6. ADVERTISEMENTS.** Contractor agrees that it shall utilize the bus benches for advertising pursuant to design diagrams attached hereto. All advertising shall meet the following criteria:

**A. Designated Area Only.** No advertisement or sign on any bus bench shall be displayed except in the area designated for advertising pursuant to the approved design diagrams.

**B. No Offensive/Objectionable Ads.** No advertisement or sign on any bus bench shall be displayed which would be offensive or objectionable to the public, or which advertises competing services or products directly in front of competing businesses primarily devoted to providing such services or products. Should the City or designee, in its sole discretion, determine any advertising on any bus bench to be

indecent or vulgar, the Contractor shall remove all such advertising within twenty-four hours after the City or designee serves notice upon the Contractor requiring the removal of such advertising pursuant to this paragraph.

**C. No Ad to Interfere with Traffic.** No advertisement or sign on any bus bench shall display any work; phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device.

**D. No Political/Controversial Ads.** The Contractor shall be prohibited from placing any advertising with respect to local political campaigns, whether the campaigns involve issues or offices, on any of the bus benches. In addition, the Contractor shall not place advertising on any bus bench that takes a stand on locally controversial issues.

**E. Contractor Sole Advertising Right.** The Contractor shall have the exclusive right and the sole privilege to place advertisements of desirable businesses upon the bus benches and to rent, license, or sell the right to use said benches for advertising purposes; provided, however, that City reserves the right to disapprove of any particular advertisement for any reason in any particular location based upon the reasonable discretion of the City.

**F. Nonpublic Forum.** It is the intent of the City that such benches at all time shall remain a nonpublic forum. There shall be no liquor, tobacco, x-rated movies, adult bookstore, massage parlor, pawn shop, tattoo parlor, firearms, or check cashing advertising of any nature whatsoever place upon such benches.

**G. Other Limitations on Ads.** No advertising shall be accepted by the Contractor that is:

1. False, misleading or deceptive; or
2. Obscene, pornographic or sexually suggestive; or
3. Defamatory or scornful of a particular individual or group or persons; or
4. Inflammatory or supportive of lawlessness or violent action; or
5. Promoting alcohol, illegal drugs, firearms or tobacco products; or
6. Promoting illegal or destructive behavior.

Upon notice of such disapproval, the Contractor shall remove such advertisement. The Contractor agrees and understands it shall be totally responsible for the loss of any monies relating to such advertisement removal

**H. Public Service Benches.** Contractor shall provide up to ten percent of its bus benches for public service advertising for the City or its designee, and no fees or revenue calculation shall apply to these bus benches at the time when such public service advertising is in place. The Contractor shall provide the bench at no cost to the City with the cost of advertising panel artwork and production paid for by the City. The advertisement copy shall be provided by the City or designee to Contractor. Contractor and the City or designee shall mutually agree upon the location of the public service bus benches. These bus benches are reserved for programs under the direction of and are funded by or through the City or designee, and non-profits do not qualify under this section, as a reduced rate is provided for such organizations.

**7. FEE/REVENUE.**

**A. Schedule.** The revenue model shall be in accordance with Exhibit A to this agreement. By way of this contract, it is further elaborated that “annual revenue” as shown in Exhibit A shall constitute gross revenue sales within the corporate limits of the City.

**B. Calculation.** Contractor acknowledges that fees shall be remitted to the City for all locations bus benches are placed regardless of if they display advertising or not.

**C. Monthly Fee Due Date.** Monthly fees shall be due on the first day of the month of each contract year; provided however, that the first payment shall be due within 30 days of the execution of this Agreement by the City.

**D. Remittance Information.** As part of the monthly fee payment, Contractor shall provide financial reconciliation documentation to the Public Works and Financial Services Department in a manner approved by the City that shows the basis for the fee being remitted. For years 2 through 5, and any applicable renewal years, applicable revenue information concerning all advertising sales within the corporate limits of the City shall be provided

**E. Renewal Option Fee Schedule.** This Agreement contains two five-year renewal options, providing that all terms and conditions of such renewals are acceptable to both parties. Ninety (90) days prior to the expiration date of this Agreement (or the first renewal hereof), the Contractor will submit to the City a new fee schedule for consideration.

**F. Parity.** The Contractor agrees that during the term of agreement that the City shall receive revenue fees per bench at a rate no less favorable than granted to any other local government agency within Broward, Miami-Dade, and Palm Beach Counties.

**8. MAINTENANCE.** Contractor shall maintain, repair, clean, and service all bus benches. All such work shall be performed at the sole expense of the Contractor. The Contractor shall at all times maintain the aforesaid benches in a good and neat condition, and shall promptly remedy any defects in the maintenance or physical

condition of such benches when it becomes aware of such defects, or when it is notified by City. Bus benches and areas surrounding shall be inspected, cleaned, and any necessary repairs shall be made three times a week, or whenever notified by the City or designee that a bus bench needs cleaning or repair, whichever is sooner. Trash cans shall be serviced at each bus bench owned by the operator and at any bus shelter owned by the City that is next to a bus bench at least three times per week (a fee, which will be negotiated and agreed upon will be levied if the can is not serviced after four hours after operator is notified, notifications will be received no later than one pm Monday-Friday), or as many times as necessary to maintain high standards of cleanliness and sanitary condition. Failure of the Contractor to remedy any defects within thirty days after receiving notice of same shall constitute a breach of this Agreement.

**9. REMOVAL** The Contractor shall retain the right to remove any bus bench upon thirty days of notice to the City in the event Federal, State, Municipal, or other proper authority should hereafter establish any rules, regulations, or taxations which shall so restrict location, construction, maintenance or operation of the bus bench as to substantially diminish the value of said bus bench for advertising purposes, or in the event of "chronic vandalism."

"Chronic Vandalism" shall be defined as damage inflicted to an individual bus bench during any one year period which requires cumulative expenditures for replacement and repair that exceed the original cost of construction and installation of the bus bench.

Upon termination of this Agreement for any reason, the Contractor agrees to remove immediately all of its bus benches and if it fails to do so within thirty days after notice to do so has been mailed by the City to the Contractor at the address set forth in Section 15.B of this Agreement, the City shall have the right to remove said bus benches and the Contractor agrees to pay the City the costs for such removal and site restoration, plus the cost of storage or disposal of said bus benches.

Upon removal of any or all bus benches installed by the Contractor, all materials shall be removed from the site. The site shall be restored to the condition as it existed before installation of the bus bench, including complete restoration of any sidewalk upon which said bus bench was located.

**10. TERM** The term of this Agreement begins on the date it is last executed by the parties hereto and shall continue for a term of **five (5) years**.

The contract may be extended for two additional terms of **five (5) years** each. The City may unilaterally extend the term of this Agreement by written notice to the Contractor at least sixty (60) days before the expiration of the then expiring term. The exercise of the extension option shall be for the prices listed in the new fee schedule submitted to the City in accordance with Section 7.E of this Agreement. All other terms and conditions of this Agreement shall apply for the duration of the extension period(s).

After exercising all options, if it is determined that interim performance is required

to allow for the solicitation and award of a new contract, the City may unilaterally extend the term of the contract for a maximum period of six (6) months. Pricing and all other terms and conditions of the Agreement in effect at the time of the expiration of the extension period shall apply during the interim performance period.

## **11. TERMINATION.**

**A. Expiration of Term.** This Agreement shall terminate at the end of the term of this Agreement and any applicable extension(s).

**B. Termination by City.** This Agreement may be terminated by the City for convenience upon one hundred and eighty (180) calendar days notice to the Contractor or this Agreement may be terminated by the City for cause immediately upon the failure of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement, including but not limited to the violations of any state, federal, or local laws and ordinances. Upon written notice to the Contractor, such termination shall be effective thirty (30) days following the date of the receipt of such notice by the Contractor.

**C. Unauthorized Assignment by Contractor.** The Contractor shall have the right to contract with other parties for the construction, placement, and maintenance of said benches, and for the solicitation of advertisements thereon; provided however, that the Contractor shall have no right to assign this Agreement to another party without first obtaining the written consent of City. Failure to obtain the written consent of City shall be grounds for termination of this Agreement.

**D. Grace Period.** The Contractor is hereby granted 30 days grace after written notice of breach is received by the Contractor to perform any of its obligations or duties hereunder; provided however, that in the event that the breach cannot reasonably be remedied within such 30 day period and the Contractor is diligently pursuing remedy of such breach, the grace period shall be extended until such time as such breach has been remedied.

**12. INDEMNIFICATION.** The Contractor agrees to save harmless, indemnify, and defend City and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of City, as well as provide a legal defense for the City, both of which will be done



only if and when requested by the City, for all claims relating to this Agreement. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

**13. INSURANCE.** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide, pay for and maintain in force the insurance coverage set forth in this section during the term of this Agreement, and any extension thereof.

**A. Comprehensive General Liability Insurance.** Minimum limits of five hundred thousand dollars (\$500,000.00) per occurrence combined single limit or limits as otherwise specified by the City for bodily injury damage and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- A. Premises and/or operations
- B. Independent Contractors
- C. Broad Form Property Damage
- D. Broad Form Contractual Coverage applicable to this specific contract, including a hold harmless or indemnification agreement

The City shall be an additional insured to the extent of the work forming the subject matter of this Agreement.

**B. Automobile Insurance.** Automobile liability insurance with a minimum combined single limits of three hundred thousand dollars (\$300,000.00) for all hired, owned and non-owned vehicles. The City shall be an additional insured to the extent relevant to the subject matter of this Agreement.

**C. Workers' Compensation.** Florida statutory workers' compensation and employers liability required by law.

**D. Installation Floater.** An Installation Floater in the amount equal to 100 percent of the completed value of the structure is required when Builder's Risk Insurance is not appropriate and there are materials to be installed. Examples include air conditioning equipment, boilers, processing machinery from manufacturing plants, and similar items. The Installation Floater usually is the only satisfactory method of providing coverage for the installation of expensive equipment in an existing building. Coverage must be written on an ALL risk basis. All deductibles are the responsibility of the Contractor

**E. Owners and Contractors Protective Liability.** All contractors performing work with a proposal price of more than \$500,000.00 must include an Owners and Contractors Protective Liability Policy. The liability limit must be combined single limits of not less than \$1,000,000. This must be indicated on an Occurrence Form

**F. Professional Liability Insurance.** The architect, engineer, consultant, etc. shall procure and maintain for the life of this Contract/Agreement, Professional Liability Insurance. This insurance shall provide coverage against such liability resulting from this Contract/Project. The minimum limits of coverage shall be \$1,000,000 or as otherwise specified by the City.

Professional Liability policies shall include an endorsement whereby the Contractor's engineer, architect, or other professional indemnifies and holds harmless the City of Oakland Park and each officer, agent and employee of the City of Oakland Park against all claims against any of them for personal injury or wrongful death or property damage arising out of the negligent performance of Contractor's engineer, architect or other professional or anyone employed by the Contractor's engineer, architect or other professional.

**G. Insurance Companies.** All carriers shall be admitted to the State of Florida and shall be "A" rated with a minimum financial size category of VII, according to the A.M. Best Co. Key Rating Guide, latest edition. Insurance carriers shall be acceptable to the City. Certificates of insurance shall be provided to the City and shall reflect the City as an additional insured on liability coverage. The certificates shall provide for a minimum of thirty (30) days' notice of cancellation or non-renewal. This certificate notification shall not relieve the Contractor of notifying the City of any such occurrence.

**14. NON-DISCRIMINATION 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.

## **15. PUBLIC RECORDS.**

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. 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
4. Meet all requirements for retaining public records and transfer to the CITY, 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 CITY 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 12 Avenue  
Oakland Park Fl. 33334  
954-630-4298  
[renees@oaklandparkfl.gov](mailto:renees@oaklandparkfl.gov)**

The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

## **16. GENERAL PROVISIONS.** For the purposes of this Agreement, the following covenants, conditions, and terms shall be deemed general provisions of this Agreement:

**A. Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by either party, that party shall not be liable or responsible for, and there

shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, theft, fire, public enemy, floods, fires, epidemics, quarantine regulations or any other causes of any kind whatsoever which are beyond the reasonable control of that party.

**B. Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

**To Contractor:**

Insite Street Media  
Attention: Chief Operating Officer  
150 NW 70<sup>th</sup> Avenue, Suite 3  
Plantation, Florida 33317

**To City:**

City of Oakland Park  
Attention: City Manager  
3650 NE 12 Avenue  
Oakland Park, Florida 33334

**C.** Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change

**D. Waiver.** Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained herein, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the parties hereto in writing.

**E. Consent.** Where this Agreement calls for the consent of a party, such consent shall not be unreasonably withheld, except as expressly set forth herein.

**F. Headings.** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**G. Gratuities.** Neither the Contractor nor any of its employees, agents and representatives shall offer or give to an officer, official, or employee of the City gifts, entertainment, payments, loans, or other gratuities. The Contractor acknowledges knowledge of the State of Florida's ethics statutes and, to the extent applicable, the Contractor agrees to abide with such statutes.

**H. Conflict of Interest.** The Contractor hereby certifies that it will completely disclose to the City all facts bearing upon any possible conflicts, direct or indirect, with its performance that it believes any officer, employee, or agent of the Contractor now

has or will have. Said disclosure shall be made by the Contractor contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor. The Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the City. Failure to disclose a conflict of interest shall be grounds for termination of this Agreement.

**I. Survival.** All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**J. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Broward County.

**K. Interpretation.** For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

1. If the Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, the Contractor shall immediately notify City and request clarification of City's interpretation of this Agreement.

2. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

**L. Severability.** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

**M. Compliance with Laws.** The Contractor shall keep fully informed regarding, and shall fully and timely comply with, all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Contractor shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

**N. Further Documents.** The parties shall execute and deliver all documents

and perform further actions that may be reasonably necessary to effectuate the provisions of the agreement

**O. Successors and Assigns.** This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto.

**P. Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed to constitute a single agreement.

# CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Contractor Name

certify that \_\_\_\_\_ does not:  
ContractorName

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to the CONTRACTOR of the CITY's determination concerning the false certification. The CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the CONTRACTOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the CITY from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the CONTRACTOR, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the CITY for goods or services may be terminated at the option of the CITY if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List.

**InSite Street Media**  
CONTRACTOR NAME

---

SIGNATURE

---

PRINT NAME

---

TITLE



**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, City Clerk

\_\_\_\_\_  
David Hebert, City Manager

(SEAL)

\_\_\_\_\_  
WITNESS (as to CONTRACTOR)

\_\_\_\_\_  
WITNESS (as to CONTRACTOR)

\_\_\_\_\_  
INSITE STREET MEDIA

**ADDRESS:**  
150 NW 70<sup>th</sup> Avenue  
Plantation, FL 33317

\_\_\_\_\_  
\_\_\_\_\_

**PHONE:** \_\_\_\_\_