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**WHEREAS**, the City has sought competitive bids for rides and attractions for the Annual Youth Day Event;

**SECTION 1.** The foregoing “WHEREAS” clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 3.** The City Commission of the City of Oakland Park, Florida hereby approves and authorizes the appropriate City official to execute a contract with BIG FUN, INC.;

**SECTION 5.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

Page 1 of 2

**ADOPTED** by the City Commission of the City of Oakland Park, Florida this 19<sup>th</sup> day of February 2020.

CITY OF OAKLAND PARK, FLORIDA

MAYOR MATTHEW SPARKS

J. BOLIN YES

YES

M. CARN

YES

T. LONERGAN

YES

S. GUEVREKIAN

ABSENT

M. SPARKS

YES

ATTEST:

RENEE M. SHROUT, CMC  
CITY CLERK



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

This AGREEMENT, made this 19 day of **February 2020**, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and **BIG FUN, INC**, 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:

ARTICLE II

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

ARTICLE III

The initial Contract shall be in effect for two years, beginning with the Youth Day festival in March of 2020. Contract may be renewed annually for a total of six years at terms, conditions, and pricing that is mutually acceptable to the City and the Contractor and is contingent upon appropriation of sufficient budgeted funds.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

See attached exhibit for price list.

R-2020-018

#### 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 CITY, 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 described in Invitation to Bid # **10171** to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY 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 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.

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.

**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**

## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Michael Doolan, Owner , on behalf of BIG FUN INC. ,  
Print Name and Title Company Name

certify that BIG FUN INC. does not:  
Company Name

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.

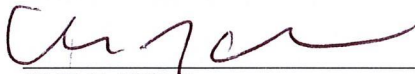
Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on,

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.

BIG FUN, INC  
COMPANY NAME

  
SIGNATURE

Michael Doolan,  
PRINT NAME

Owner  
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:

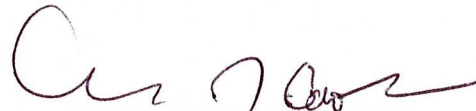
  
Renee M. Shrout, City Clerk

  
David Hebert, City Manager

(SEAL)



  
Bridgette Kueice  
WITNESS (as to CONTRACTOR)  
  
WITNESS (as to CONTRACTOR)

  
CONTRACTOR  
Michael Doolan

**ADDRESS:**

Post Office Box 699

Jensen Beach, Florida 34958

**PHONE:** 772-258-2208



## BIG FUN, INC.

## PROPOSAL OUTLINE

Event: Oakland Park Youth Day Festival

Date: March 14, 2020

Times: 11:30am - 9pm

Location:

Wimberly Athletic Field 4000 NE 3<sup>rd</sup> Ave. Oakland Park, FL.

### **SERVICE PROVIDED:**

Big Fun will operate amusement rides and attractions at the Heritage Day Festival for the above listed hours.

All rides listed in this proposal are available at time of proposal, subject to availability at time of acceptance. In the event a ride is no longer available, Big Fun reserves the right to substitute a ride of equal or greater value.

All event packages require a minimum of 1 generator. Generators will be supplied by Big Fun, with service cost to be additional.

All local permits are the responsibility of the event.

All State inspections and permits are the responsibility of Big fun, with fees to be billed to event.

All proposal prices, include delivery, set-up, operating hours and dismantling fees.

Event location needs to be available no less than 48 hours prior to scheduled inspections.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/15/2019

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	Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: T.H.E. Insurance Company	12866
INSURED	Doolan Amusement Company, Inc., Big Fun, Inc., Banquet in a Bun and TGIR Properties, Inc. 4331 SE Hopetown Terrace Stuart, FL 34997	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP0101206-09	5/04/2019	5/04/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP0101206-09	5/04/2019	5/04/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELP0010895 07	5/04/2019	5/04/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WCP0004513-019	5/15/2019	5/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

\*\*\*\*\*PROOF OF INSURANCE ONLY\*\*\*\*\*

## CERTIFICATE HOLDER

## CANCELLATION

*****PROOF OF INSURANCE ONLY*****	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 <i>Carol A. Serra</i>

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## BIG FUN, INC.

P. O. Box 699 Jensen Beach, Fl. 34958

## 2020 PRICE LIST

Phone (772) 285-2208 Fax (772) 225-0300

ALL RIDES ARE PRICED INDIVIDUALLY, BASED ON A MINIMUM PACKAGE OF THREE OR MORE RIDES. A PACKAGE OF 5, OR MORE RIDES WILL RECEIVE A DISCOUNT AND INCLUDE A GENERATOR.

ALL EVENTS WILL REQUIRE A MINIMUM OF 1 GENERATOR. GENERATOR FEES, OF \$750.00, PER DAY, WILL APPLY, UNLESS INCLUDED WITH A PACKAGE OF 5 OR MORE RIDES.

ALL RIDES MAY NOT BE AVAILABLE FOR CERTAIN DATES. ADDITIONAL RIDES MAY BE AVAILABLE.

PRICES ARE BASED ON A SINGLE DAY EVENT, FOR UP TO 8 HOURS.

SAME DAY HOURS WILL BE PRORATED BY THE HOUR. ADDITIONAL DAY CHARGES WILL BE NEGOTIATED BASED ON HOURS AND AMOUNT OF DAYS.

### SPECTACULARS

ROCK STAR	\$6,950.00
PHARAOH'S FURY	\$6,950.00
CLIFF HANGER	\$6,950.00
BUMPER CARS	\$6,950.00
ZERO GRAVITY	\$4,950.00
GONDOLA WHEEL	\$12,000.00

### FAMILY

SURF CITY	\$4,950.00
BARREL OF FUN	\$3,750.00

### MAJORS

SWINGER	\$4,250.00
FUN SLIDE	\$3,250.00

### KIDDIES

RIO GRANDE TRAIN	\$2,250.00
CROSS COUNTRY ADVENTURE	\$2,250.00
KIDDIE SWING	\$2,250.00
KIDDIE CARS	\$2,250.00
CAROUSEL	\$5,950.00
DRAGON WAGON	\$3,950.00
ROCKIN TUG	\$3,950.00
WILD ONE OBSTACLE COURSE (inflatable)	\$1,200.00



## BIG FUN, INC.

P. O. Box 699 Jensen Beach, Fl. 34958

## FOOD AND GAMES

Phone (772) 285-2208 Fax (772) 225-0300

Big Fun will provide up to 3 food concessions at the event, with Big Fun keeping 100% of the revenue from the sales, in exchange for paying a flat fee of \$500.00 per concession, or 3 for \$1,250.00.

### Sample concessions:

Cotton Candy, Candy Apple, Pop Corn, Snow Cones, Etc.

Funnel Cakes, Fried Oreos, Fried Dough, Etc.

Ice Cream, Smoothies, Lemonade, ETC.

All concessions will sell soda and water

Concessions listed are just a sample and subject to change.

Big Fun will provide up to 5 carnival games at the event, with Big Fun keeping 100% of the revenue from the games, in exchange for paying a flat fee of \$100.00 per game, or 5 for \$450.00.

### Sample games:

Water Race

Ballon

Ring-a-Duck

Hi Striker

Basketball

Games listed are just a sample and subject to change.



## BIG FUN, INC.

P. O. Box 699 Jensen Beach, Fl. 34958

## REFERENCES

Phone (772) 285-2208 Fax (772) 225-0300

Monika Amar , CPRP  
City of Boca Raton  
Community Events Coordinator  
(561)367-7073

Annual Tree Lighting Ceremony at Mizner Park Amphitheatre 2000-current

Sharon Duke, CPRP  
Recreation Center Supervisor II  
James A. Rutherford Center  
Boca Raton, Fl.  
(561)367-7037

Annually, we do two events at Patch Reef Park.  
The Children's Winter and Spring fair. 2000-current

Ron Rose  
Jensen Beach Chamber of Commerce  
(772)334-3444

Jensen Beach Pineapple Festival 1998-current

Eric Waters  
Recreation Coordinator  
City of Oakland Park  
(954) 630-4507

Annual Oakland Park Youth Day 2000-current

Mark Hodgkins  
Parks and Recreation Director  
Village of North Palm Beach, Fl.  
(561)841-3384

Annual Heritage Day Festival 2005-current

## BIG FUN, INC.

P. O. Box 699 Jensen Beach, FL. 34958

## 2019-2020 FL. STATE FEES

Phone (772) 285-2208 Fax (772) 225-0300

Annual permit for any ride	\$500.00
Inspection fees	
Kiddie	\$45.00
Non-kiddie	\$90.00
Super	\$175.00
Re-inspection fee	\$500.00
Late request fee	\$100.00 per ride
Failure to cancel	\$100.00 per ride
Weekend or State holiday inspection fee	\$75.00 per ride