CITY OF OAKLAND PARK
1100 Park Lane East
Oakland Park, FL 33334

AGREEMENT
for
GENERAL PUBLIC ART CONSULTING SERVICES

THIS IS AN AGREEMENT made and entered into this 1 day of February 2026 by and between:

The CITY OF OAKLAND PARK, a municipal corporation of the State of Florida, hereinafter referred to as "CITY" and **L.W International Art Acquisitions DBA Art Fusion Galleries,** a company authorized to conduct business in the State of Florida, hereinafter referred to as "CONSULTANT". CITY and CONSULTANT may hereinafter be collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the CITY desires to engage the services of CONSULTANT to provide consulting services, specialized expertise, and strategic support for the City of Oakland Park's business initiatives

WHEREAS, the Parties hereto have agreed upon a Scope of Work for work to be performed hereunder by the CONSULTANT and attached hereto and made a part hereof as Exhibit "A".

NOW THEREFORE, in consideration of the promises, the mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the Parties do mutually covenant and agree with each other as follows:

ARTICLE I
COMPENSATION

1.1 The CITY agrees to employ the CONSULTANT for the dates and times hereinafter referred to, consistent with applicable professional and ethical requirements imposed upon the CITY, existing Rules, or existing agreements as they may be amended from time to time.

1.2 The CITY shall pay CONSULTANT an **amount not to exceed $30,000 per year**. CONSULTANT shall invoice CITY monthly in the amount of $2,500 by the 10th day of each month, covering services rendered in the previous month.

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

1.4 All payments shall be governed by the Local Government Prompt Payment Act as set forth in Part VII, Chapter 218, Florida Statutes, as may be amended from time to time. Payment shall be made to the CONSULTANT at:

CONSULTANT'S REMIT TO ADDRESS:

Art Fusion Galleries
3496 NE 12th Avenue
Oakland Park, FL 33334

1.5 Both the CITY and the CONSULTANT agree that the CONSULTANT shall at all times act as an independent contractor in the performance of his duties under this Agreement, provided however, that he shall represent the CITY and identify himself in the performance of his duties set forth on Exhibit "A". In no event, however, shall the CONSULTANT be considered an employee of the CITY. Accordingly, the CONSULTANT shall be responsible for the payment of all taxes arising out of his activities in accordance with this Agreement including, by way of illustration but not limitation, Federal income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as may be lawfully required of a CONSULTANT performing such services. CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will

not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE II
TERM AND CANCELLATION

2.1 This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of TWO (2) year (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for one (1) additional one-year period (the "Renewal Term"), unless terminated in accordance with this Agreement.

In the event delivery/service is scheduled to end because of the expiration of this contact, 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.

2.2 It is anticipated that the CONSULTANT shall fulfill its obligations under this Agreement with concentrations of time which may vary from day to day, or week to week.

2.3 Either party may cancel this Agreement on not less than thirty (30) days notice to the other party in writing, by certified mail or personal delivery. In the event of cancellation by the CITY, the CITY shall still be responsible for payment for services rendered and reasonable costs incurred to date. In the event of a cancellation by the CONSULTANT, the amount owed by CITY shall be prorated to reflect the amount of services actually received.

ARTICLE III
GENERAL PROVISIONS

3.1 It is understood and agreed that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

3.2 It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

3.3 This document may be executed in counterparts each of which shall be deemed to be a duplicate original.

3.4 This Agreement is executed and is to be performed in the State of Florida, and shall be governed by and construed in accordance with the laws of the State of Florida.

3.5 In connection with any conflict arising out of this Agreement, the Parties hereto agree to mediate the dispute prior to instituting any litigation in connection with this Agreement. The mediator shall be an individual agreed to by all parties. All costs of mediation shall be shared equally by the parties and the mediation shall be initiated within thirty (30) days of the conflict being expressed in writing by either party. In the event of litigation arising out of this Agreement, including any administration, trial level, or appellate proceedings, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney's fee and paralegal costs.

3.6 If any clause, section or other part or application of this Agreement shall be held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

3.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission to the receiving party, addressed to the following individuals:

CITY: City of Oakland Park, Florida
David Hebert, City Manager
1100 Park Lane East
Oakland Park, FL 33334

COPY TO: Donald J. Doody, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500
FAX: (954) 771-4923

CONSULTANT: L.W. International Art Acquisitions DBA Art Fusion Galleries
3496 NE 12th Avenue
Oakland Park, FL 33334

3.8 Indemnification. The CONSULTANT 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, to protect the CITY and its interests from such actions of the CONSULTANT or its sub-contractors. CONSULTANT 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 CONSULTANT's willful misconduct or negligence or that of its employees.

3.9 Governing Law; Venue. This Agreement is executed and is to be performed in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal proceeding commenced with respect to the performance of the Parties' obligations pursuant to this Agreement shall be in a court of competent jurisdiction located in Broward County, Florida.

3.10 Public Records. The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

3.10.1 Keep and maintain public records required by the CITY to perform the service;

3.10.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;

3.10.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

3.10.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

3.10.5 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for

which CITY may terminate the Agreement in accordance with the terms set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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

3.11 Scrutinized Companies. CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S. for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

3.12 Non-Discrimination & Equal Opportunity Employment. During the performance of this Agreement, neither CONSULTANT nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that he/she/it will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

3.13 Ethics and Conflict of Interest. CONSULTANT shall avoid all conflicts of interests, as well as appearances of conflicts of interests, throughout the term of this Agreement. CONSULTANT shall not at any time during the term of this Agreement represent any party seeking approvals, permits, or licenses, of any kind from the City. Nothing set forth in this Agreement shall preclude or limit CONSULTANT's ability to engage in outside work or employment which is not in conflict with the duties and responsibilities set forth herein.

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 1-27, 2026

Signed: _____

Entity: L.W. Int. Art Acquisitions Inc. DBA Art Fusion Galleries

Name: William Brahmer

Title: Director

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

BEFORE ME, the undersigned authority, personally appeared **(Name of affiant)** William Brasser, who, after being first duly sworn, deposes and states as follows:

1. **Affiant Identity:** Affiant is the **(Title)** Director of **(Business Name)** L. Wilfert Aquaculture Inc which does business in the State of Florida, hereinafter called the "Contractor." D.B.A Art Fish Gallery

2. **Contract Purpose:** This affidavit is submitted in connection with the contract titled [Insert Contract Title or Description], between the Contractor and the City of Oakland Park, Florida ("City"), and is intended to comply with the requirements of Section 287.138, Florida Statutes, as amended.

3. **Statutory Background:** Section 287.138, Florida Statutes, prohibits governmental entities from entering into, extending, or renewing certain contracts with entities of concern, including:

- Entities owned or controlled by the government of a foreign country of concern,
- Entities organized under the laws of a foreign country of concern, or
- Entities that are subsidiaries or affiliates of such entities, where such contracts would provide access to personal identifying information (PII) of individuals.

4. **Certification of Compliance:**

a. Contractor is not owned or controlled by the government of a foreign country of concern, as defined in Section 287.138(1), Florida Statutes.
b. Contractor is not organized under the laws of a foreign country of concern.
c. Contractor is not a subsidiary or affiliate of an entity described in paragraphs (a) or (b) above.
d. Contractor will not subcontract with, delegate to, or otherwise provide access to any entity that would violate the restrictions set forth in Section 287.138(3), Florida Statutes, in connection with this contract.

5. **Accuracy and Updates:** Contractor affirms that the representations in this affidavit are true and accurate as of the date of execution. Contractor agrees to notify the City immediately in writing if any representation becomes inaccurate during the term of the contract.

Signed and Delivered on this 27 day of Jan, 2026

BY: _____

Signature of Affiant

William Barnes

Printed Name

State of Florida County of _____

On this ____ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____ [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Notary Public, State of Florida Commission Number: _____ (Print Name of Notary) My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates of each signature.

I APPROVE THIS AGREEMENT
AS TO FORM:

DONALD J. DOODY
CITY ATTORNEY

CITY OF OAKLAND PARK

DAVID HEBERT
CITY MANAGER

WITNESS:

By: _____
SIGNATURE

CONSULTANT: D.B.A. Art Fusion Galleries.

By: _____
AUTHORIZED SIGNATURE

EXHIBIT A

SCOPE OF WORK

The Consultant shall provide general public art consulting services to support the development of a process and procedure to foster, promote, and approve public art projects in the City of Oakland Park. Services shall include, but are not limited to:

- Providing professional advice and planning support for public art and creative placemaking initiatives
- Advising on artistic concepts, themes, and the suitability of art for public spaces
- Assisting in identifying potential sites and opportunities for public art installations
- Providing input on public art strategies, guidelines, and implementation approaches
- Assisting with or advising on artist procurement and selection processes, including the review of qualifications and proposals
- Participating in meetings, events, interviews, or selection panels, as requested
- Reviewing and providing feedback on artist concepts, budgets, schedules, materials, and installation methods
- Advising on best practices related to fabrication, installation, durability, and maintenance of public artworks
- Assisting with community engagement efforts related to public art initiatives, when requested
- Preparing written or verbal recommendations, summaries, or reports, as requested
- Researching best practices and recommending policy options to incentivize local artists and encourage the inclusion of public art on private buildings, in support of the City's public art goals and its commitment to reflecting the native landscaping, wildlife, and cultural diversity of Oakland Park
- Performing other advisory services consistent with the intent of this agreement, as authorized by the City Manager or designee