

**CITY OF MARATHON, FLORIDA
RESOLUTION 2012-122**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CERTAIN PURCHASES IN EXCESS OF \$10,000 AND LESS THAN \$25,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Marathon, Florida (the “City”), adopted Purchasing Policies and Procedures after determining that it was fiscally prudent and in the best interests of the City’s residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

WHEREAS, pursuant to Resolution 2007-156, the City Council amended the Purchasing Policies and Procedures to provide that any purchases over \$10,000 and less than \$25,000 must be placed on a City Council agenda as a consent item for approval prior to execution of the contract or consummation of the purchase; and

WHEREAS, the City Manager has authorized staff to prepare purchase orders for the item(s) set forth on Exhibit “A,” attached hereto and now wishes to bring them before City Council as a consent item.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

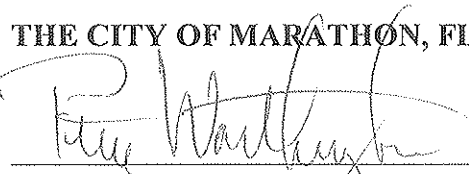
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves the purchase(s) set forth in Exhibit “A” attached hereto and incorporated herein.

Section 3. The City Manager or designee is authorized to execute any agreements in connection with the purchase(s) and expend budgeted funds on behalf of the City.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 23rd DAY OF OCTOBER, 2012.

THE CITY OF MARATHON, FLORIDA


Pete Worthington, Mayor

AYES: Cinque, Keating, Ramsay, Snead, Worthington
NOES: None
ABSENT: None
ABSTAIN: None

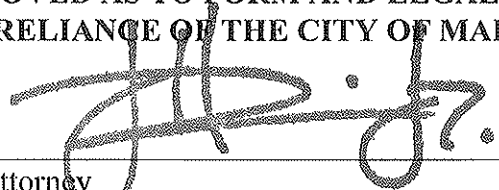
ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

Exhibit "A"

ITEM	FIRM	SCOPE	COST
1.	Brandano Display	Holiday Decorations installation and removal	\$19,900.

LEASE AND INSTALLATION AGREEMENT

Brandano Displays, Inc.
1473 Banks Road
Margate, FL 33063
("Brandano")

City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
("Lessee")

1. **Decorations Leased.** Brandano hereby leases to Lessee and Lessee hereby leases from Brandano, all decorations and other property of Brandano, (all of which, together with any replacement parts, additions, repairs and accessories incorporated therein and/or affixed thereto is herein collectively referred to as "Decorations"). Decorations are described on the attached Addendum A.
2. **Terms.** The term of this Agreement is for one (1) Holiday Seasons (2012) with 4 annual renew options for 2013, 2014, 2015 and 2016. In the event the City of Marathon chooses to exercise this option to annually renew it will notify Brandano Displays in writing prior to September 1 of each renew season.
3. **Payments.** Lessee promises to pay Brandano the total annual sum of Nineteen Thousand, Nine Hundred Dollars (19,900.00) in rental / installation payments. If renew options are exercised the annual cost and payment terms will remain the same through the 2016 Holiday Season. All pricing is exclusive of any applicable sales tax. Lessee shall make payments according to the following schedule:

Payment

\$14,925.00	Due	December 1, 2012 (at installation)
\$ 4,975.00	Due	January 10, 2013 (at dismantling)

4. **Performance/Function.** Emergency/Service contact numbers for the 2012 Season are as Follows:
Patrick Brandano: Cell 954- 561- 6598;
Email patbrandano@brandano.com
Andrea Lafave: Office 954-979-7047; cell 704-770-5157;
Email alafave@brandano.com
 - a. Any malfunctioning decoration exclusive of GFI nuisance trips will be repaired or replaced within one colander day of notification by email to Patrick Brandano or Andrea Lafave from a City of Marathon

representative. Failure to perform repair or replacement within one calendar day from email notification will result in a penalty of \$100 per day which will be deducted from the final January payment.

- b. **Ground Fault Interruption.** Many of the receptacles that are accessible to the public have GFI protection. These receptacles are necessary but are not necessarily compatible with Christmas lights. After a rain or the sprinklers get the displays wet they have a tendency to trip. This is called a nuisance trip due to a collective loss of small amounts of current from all the sockets combined. This will only occur when there is a steady rain situation.

Once the rain stops the lights will dry and the interrupter can be reset. Resetting these GFIs will be the responsibility of the Lessee.

In the event the GFI trips and does not reset under dry conditions unplug the decoration and Notify Brandano Displays.

Each Season at the time of the ground display installation, Brandano Displays will provide a training session with city employees and a written procedure to identify and service nuisance GFI electrical trips.

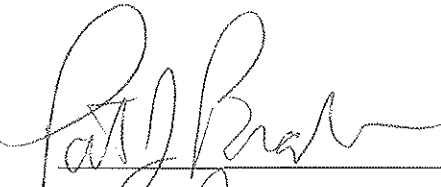
5. **Ownership.** Title to the Decorations shall at all times remain in Brandano. Lessee agrees to keep each item of Decorations at all times free and clear from all claims, levies, liens and process. Decorations are and shall remain personal property notwithstanding that the Decorations or any part thereof may be or hereafter become in any manner affixed to or attached to the real property or any building thereon. Brandano may require Lessee to obtain a landlord's beneficiary's or mortgagee's waiver of interest in the Decorations
6. **Electrical Power.** The lessee is responsible to provide a suitable power source for the decorations within 10' of the decoration. The lessee is responsible for the cost of the electricity.
7. **Ownership.** Title to the Decorations shall at all times remain in Brandano. Lessee agrees to keep each item of Decorations at all times free and clear from all claims, levies, liens and process. Decorations are and shall remain personal property notwithstanding that the Decorations or any part thereof may be or hereafter become in any manner affixed to or attached to the real property or any building thereon. Brandano may require Lessee to obtain a landlord's beneficiary's or mortgagee's waiver of interest in the Decorations
8. **Assignment.** Neither party may assign the agreement without the prior written consent of the other party.

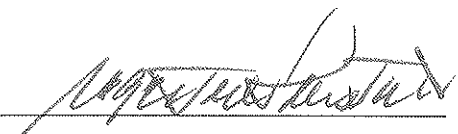
9. **Compliance with Laws.** Lessee shall use the Decorations in a careful manner in conformity with all governmental laws, ordinances, regulations, requirements, and rules.
10. **Warranty.** Brandano warrants that Lessee shall quietly enjoy use of the Decorations and the Decorations shall be free from defects. Lessee has selected the Decorations. Brandano hereby assigns to Lessee all of its rights and interest in any warranties of the manufacturer. Brandano shall in no event be liable for consequential damages arising out of defects in any leased goods.
11. **Loss, Damage, or Interruption of Use.** Loss of, or damage to Decorations or interruption of Lessee's use or peaceable enjoyment of said decorations shall not impair any obligation of Lessee under this Agreement, except where occasioned by the negligent act of Brandano, or as agreed.
12. **Indemnity.** Except as otherwise provided for herein, Lessee shall indemnify and hold Brandano harmless to Lessee's employees, agent, or other persons for any and all liability, claims, loss or expense arising out of the selection, possession, leasing, operation, control, use, of Decorations, provided such liability, loss or claim is not a result of any act or omission of Brandano.
13. **Services Provided.** Brandano will install, remove, store, refurbish, and insure as further described below the Christmas Decorations specified in Addendum A of this Agreement for the full term of this Agreement.
14. **Location.** These Decorations will be installed as per an approved plot plan to be developed for the project and mutually acceptable to both parties. Any deviation from this program or any relocation of Decorations after initial installation will be done at Lessee's expense.
15. **Installation Date.** Brandano will install the above listed Decorations prior to Thanksgiving each Season. .
16. **Removal Date.** Brandano will remove all Decorations as soon as possible after January 5 each Season. Brandano and Lessee may mutually agree upon earlier removal dates.
17. **Site Preparation.** Brandano is responsible for completion of preliminary work prior to installation of Decorations. This work consists of installing:
 - a. **None.**
18. **Permits.** Lessee agrees to obtain all necessary approvals from building owners, lessees or lessors, for the attachment of cables, anchor points, faceplates, or brackets necessary for the installation of the Decorations, and for the placement of the Decorations. **Lessee shall obtain all necessary permits for installation.**

19. **Storage.** Decorations will be stored at one of Brandano's facilities.
20. **Conflict of Applicable Law.** If any provisions of this contract are contrary to, prohibited by, or deemed invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then such provisions shall be deemed inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof.
21. **Default.** In the event of a default in the payment of any sums due hereunder, or in the performance of any other covenant herein and Lessee fails to cure said default within three (3) days after written notice from Brandano; or if Lessee becomes insolvent, or ceases to do business as a going concern; or makes an assignment for the benefit of creditors or any proceeding or petition under the Bankruptcy Act as amended is filed by or against Lessee, (including a proceeding for reorganization, arrangement or extension); then in any such event, Brandano, at its sole option, shall have the right to terminate this contract as to any and all items of Decorations and Brandano shall thereupon be entitled to recover from Lessee the excess, if any, of the amount of payments reserved in the Contract for the balance of the stated terms.

Brandano Displays, Inc.
("BRANDANO ")

City of Marathon
("LESSEE")

By: 
Title: Vice President
Dated: 10/30/2012

By: 
Title: Roger T. Hernstadt, City Manager
Dated: 10/24/12



City of Marathon

Holiday Décor Package

Final Scene Selection

October 15, 2012

Preliminary Proposal

By Brandano Displays, Inc.

Marathon, FL

PRODUCT FEATURES

All of Brandano Displays, Inc.'s products are manufactured to the industry's highest standards at our Margate, Florida facility. Quality features include:

- All UL-listed electrical components
- All garlands are produced with ultraviolet inhibitors
- Bi-laminate metallic garlands designed to reflect sunlight and rays from lot pole fixtures
- Hot-rolled steel frames
- Mig weld application to ensure smooth clean weld surfaces
- 1" x 1" angle reinforcement material
- Chemical bath of frame before painting application
- White powder-coated backed paint for silhouette designs
- Structural reinforcement components of decorations painted black
- LED long life Blachere brand bulbs
- Three-prong, grounded straight Edison plug with 10' J cord lead. (Lead and plugs are black)
- Sockets are designed to drain and repel water
- Sockets are attached to frame with patented nylon clip. Clips provide the ability to enhance the distinct "lines" of the design and provide a clean alternative to tape, which will yellow and deteriorate when exposed to ultraviolet rays.
- All insulation on the 18-gauge wire and the sockets are produced with ultraviolet inhibitors. Socket and wire will be white with the exception of the lead and plug which will be black.
- 3-Season heavy weather warranty

Quantity	Product Description
Overseas Highway & Jesse Hobbs Park	
Pole Mounted Displays	
34	6' Diameter Snowflakes, 300 Warm White LED miniature lights each
10	8' Glitter Dolphins, LED C-7 Blue LED Lights
3	7' Marlin with Santa Hat, LED
3	6' Pole Mounted Angel fish, LED
2	6' Sail Boats
City Marina	
Pole Mounts, Marina	
3	4' Glitter Tropical Fish Pole Mounted
Community Park	
Ground Mounted Displays	
1	Pelican with a Santa Hat
1	Starfish Couple
1	Pirate with Cutlass
1	Treasure Chest
1	Elf Diver
1	Exotic Bird Scene (Parrot, Cockatoo and Toucan)
1	Flamingo Sculpture (6' Walking version)
1	Manatee Sculpture (10' x 6')
1	Egret sculpture (6' high)

Quantity	Product Description
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Skyline Lighting

380	C-7 Gilbert White Wire, 12" spacing
80	Pavilion and tower, Clear bulbs
80	Rest Room, Yellow Bulbs
	Office, Yellow Bulbs

Period Poles

10	14" Branch Garland Pole Wraps (20'), Lighted with minilights and ornamented with Red Velvet Bows
63	One 42" x 18" Blue Snowflake pennant style banner per pole

Skyline Lighting

	C-9 Gilbert White Wire, Clear Bulbs, 12" spacing
184	Amphitheater
148	Amphitheater Dressing Room
96	Pavilion

City Hall

Ground Mounted Displays

1	Seasons Greetings (4' x 42' Red Garland) (City Hall)
2	Dolphin Sculpture (5'H x 7' Wide") (City Hall)