

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: July 8, 2026

Presenter's Name and Title: Janine Alleyne-Maragh, Deputy Director Parks & Recreation Department, and Alicia Ayum, Director of Procurement

Prepared By: Jacqueline Lovell-Santos, Administrative Manager II, Parks & Recreation

Temp. Reso. Number: 8740

Item Description: Temp. Reso. #R8740 APPROVING THE FIRST RENEWAL FOR HOLIDAY DECORATIONS TO RILEIGH OUTDOOR, L.L.C., D/B/A, HOLIDAY OUTDOOR DECOR, FOR THE UPCOMING HOLIDAY SEASON IN THE AMOUNT OF \$299,246.00. *(Parks & Recreation Deputy Director Janine Alleyne-Maragh and Procurement Director Alicia Ayum)*

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: Agreement to be signed on the dais

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: Funds of \$299,246 are available in GL Account 001-60-605-574-000-604861 entitled "Holiday Decorations" subject to Commission approval of the FY 2027 Parks and Recreation Budget.


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8740**
 - **Exhibit A: Renewal Agreement**
- **Attachment(s)**
 - **Attachment 1: Current agreement between the City of Miramar and Raleigh Outdoor, LLC DBA Holiday Outdoor Décor.**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Billy Neal, Director of Parks & Recreation

DATE: July 2, 2026

RE: Temp. Reso. No. 8740 approving the first renewal for holiday decorations to Rileigh Outdoor, L.L.C., D/B/A, Holiday Outdoor Decor, for the upcoming holiday season in the amount of \$299,246.00

RECOMMENDATION: The City Manager recommends the approval of Temp Reso 8740 which authorizes the first renewal for “Holiday Decorations” to Rileighs Outdoor, LLC D/B/A Holiday Outdoor Décor, for the upcoming holiday season in an amount not to exceed \$299,246 in the 2027 Fiscal Year.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1). Approval of the City Commission is also required when a contract is entered into by the City pursuant to City Commission approval and provides for one or more renewals in accordance with City Code Section 2-412(c).

BACKGROUND: The Parks and Recreation Department oversees decorative installations at several locations throughout the City, including the corridor from State Road 7 and Miramar Parkway to Douglas Road and Miramar Parkway. The purpose of these decorations, lighting elements, and displays is to engage residents and visitors alike, while enhancing the holiday spirit and creating an inviting and festive atmosphere throughout the community.

On October 01, 2025, the City Commission adopted Resolution No. 26-02 and approved the agreement with Rileighs Outdoor, LLC d/b/a Holiday Outdoor Décor which expires on September 30, 2026. This agreement has an option to renew for an additional one-year renewable term that the City intends to exercise.

DISCUSSION: The City intends to continue utilizing the services of Rileighs Outdoor, LLC d/b/a Holiday Outdoor Décor to provide holiday decorations throughout the City's parks and green spaces. Holiday Outdoor Décor successfully had all the decorations installed in a timely and professional manner and delivered high-quality décor enhancements to the City's public spaces. Their festive lighting and decorative displays contributed to creating a warm, inviting, and celebratory atmosphere for residents and visitors during the holiday season.

ANALYSIS: Funds of \$299,246 are available in GL Account 001-60-605-574-000-604861 entitled "Holiday Decorations" subject to Commission approval of the FY 2027 Budget.

Temp. Reso. No. 8740

5/28/26

6/17/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FIRST RENEWAL FOR HOLIDAY DECORATIONS TO RILEIGHS OUTDOOR, LLC D/B/A HOLIDAY OUTDOOR DECOR, FOR THE UPCOMING 2026 HOLIDAY SEASON IN THE AMOUNT OF \$299,246; AUTHORIZING THE CITY MANAGER TO EXECUTE THE RENEWAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department manages decorations for several locations within the city limits from State Road 7 and Miramar Parkway to Douglas Road and Miramar Parkway; and

WHEREAS, the intent is to utilize a diverse array of holiday decorations, lighting, and displays to engage both the community and visitors while enhancing the festive spirit throughout the City; and

WHEREAS, decorative elements are intended to create a welcoming and enjoyable atmosphere within the City's parks and public spaces during the holiday season; and

WHEREAS, on October 01, 2025, the City Commission adopted Resolution No. 26-02 and approved the agreement with Rileighs Outdoor, LLC d/b/a Holiday Outdoor Décor which expires on September 30, 2026 ("Holiday Outdoor Décor"); and

WHEREAS, this agreement has an option to renew for an additional one-year renewable term that the City intends to exercise; and

Reso. No. _____

Temp. Reso. No. 8740

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WHEREAS, The City plans to continue utilizing Holiday Outdoor Décor for holiday decorations to enhance and brighten the City's parks, green spaces, and public areas during the holiday season.; and

WHEREAS, Holiday Outdoor Décor guarantees that the decorations are set up efficiently and with professional attention, adding diverse decorations, lighting, and displays to our public areas; and

WHEREAS, City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1); and

WHEREAS, approval of the City Commission is also required when a contract is entered into by the city pursuant to City Commission approval and provides for one or more renewals in accordance with City Code Section 2-412(c); and

WHEREAS, the City Manager recommends approval of first renewal of the Holiday Decorations Agreement with Holiday Outdoor Décor, commencing on October 01, 2026, through September 30, 2027, in an amount of \$299,246 for the FY2027 fiscal year; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the renewal and execute an agreement with Holiday Outdoor Décor in an amount of \$299,246, for Holiday Decorations.

Temp. Reso. No. 8740

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2: That the City Commission approves the renewal of the Holiday Decorations Agreement for the City of Miramar’s Parks and Recreation Department with Rileighs Outdoor, LLC d/b/a Holiday Outdoor Décor commencing October 1, 2026, through September 30, 2027, in an amount of \$299,246.

Section 3: That the City Manager is authorized to execute an agreement with Rileighs Outdoor, LLC d/b/a Holiday Outdoor Décor in an amount of \$299,246 in the form attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8740

5/28/26

6/17/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Carson "Eddy" Edwards	_____
Mayor Wayne M. Messam	_____



FIRST RENEWAL AGREEMENT FOR HOLIDAY DECORATIONS

This Agreement (the “First Renewal Agreement”) is entered this ____ day of _____, 2026, between the City of Miramar (hereinafter “City”) and Rileighs Outdoor, LLC DBA Holiday Outdoor Decor (hereinafter “Provider”).

RECITALS:

WHEREAS, on October 1, 2025, the City Commission adopted Resolution No. 26-02 and approved the award of Request for Proposals No. 25-07-30, for Holiday Decoration Services to the Provider and authorized the City Manager to execute an agreement with the Provider for an initial term of one year with the option to renew for one additional one-year term “the Original Agreement”; and

WHEREAS, the commencement date of the initial one-year term of the Original Agreement was effective on October 01, 2025, and expires on September 30, 2026; and

WHEREAS, in accordance with Section 2-412 (c) of the City Code, when a contract is entered into by the City pursuant to City Commission approval and provides for one or more renewals, only the City Commission is authorized to approve such renewal; and

WHEREAS, the City wishes to exercise the option to renew the Original Agreement with the Provider for the first one-year renewal period from October 01, 2026, through September 30, 2027;

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained in this First Renewal Agreement and in the Original Agreement, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this First Renewal Agreement.
2. The Original Agreement shall be renewed for the first one-year renewal period commencing on October 01, 2026, and expiring on September 30, 2027.
3. All covenants, terms, and conditions contained in the Original Agreement, with the sole exception of the date of expiration, shall remain in full force and effect through this first renewal term.

IN WITNESS WHEREOF, the parties hereto have caused this First Renewal Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

THE CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

By: _____

Dr. Roy L. Virgin, City Manager

Dated: _____

Approved as to legal form and sufficiency
for the use of and reliance by the City of
Miramar only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

**Rileighs Outdoor, LLC
d/b/a Holiday Outdoor Decor**

Sign: _____

Print Name: _____

Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/11/2026

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 Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 CN142816341--GAWU-26-27	CONTACT NAME: PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Holiday Outdoor Decor Attn: Thomas Pogash 1053 North Plymouth Street Allentown, PA 18109		INSURER(S) AFFORDING COVERAGE INSURER A: XL Insurance America, Inc.	NAIC # 24554
		INSURER B: XL Specialty Insurance Company	37885
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

CLE-007411083-06

REVISION NUMBER: 6

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GGG7479259-02	05/01/2026	05/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			GGA7479260-02	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	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 N	N/A	GWG7479258-02 FL, MN, PA, WI, IL, TX, NJ	05/01/2026	05/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

City of Miramar is/are included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Miramar 2300 Civic Center Place Miramar, FL 33025	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>Marsh USA LLC</i>
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AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
RILEIGHS OUTDOOR, LLC
D/B/A HOLIDAY OUTDOOR DÉCOR
FOR
HOLIDAY DECORATIONS 2025

This Agreement (or “Contract”) is entered into upon the last date of execution herein, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as “City”,

AND

Rileighs Outdoor, LLC, D/B/A Holiday Outdoor Décor, a Pennsylvania Limited Liability Company with its principal business address located at 1053 N Plymouth Street, Allentown, PA 18109, hereinafter referred to as “Contractor”

WHEREAS, on July 3, 2025, the City issued Request for Proposals No. 25-07-30 (“RFP”) for “Holiday Decorations 2025” (the “Services”); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, whose Proposal was most advantageous to the City; and

WHEREAS, on October 1st, 2025, through the adoption of Resolution No. 26-02, the City Commission approved the award of the RFP to Contractor and authorized the negotiation and execution of an appropriate Agreement between the Contractor and the City for the provision of the Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2
SCOPE OF SERVICES

This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract, or any amendment/addendum issued, the order of precedence shall be the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses, and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

2.3 Contractor shall commence the installation of all invisible work, including tree and palm wraps, during the month October 2025. Additionally, Contractor shall complete the installation of Holiday specific décor before November 25th, 2025.

SECTION 3
COMPENSATION

3.1 City agrees to pay Contractor a fee for the Services as outlined in Section 3-3 of the RFP and the Proposer's proposal (attached as Exhibit "B") and any negotiated changes agreed upon.

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

SECTION 4
TERM OF AGREEMENT

4.1 The term of this Agreement shall be for a period of one year and shall commence upon the date this Contract is executed by both parties, with the option to renew for one additional one-year term.

4.2 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days for a maximum total of 180-days

SECTION 5 **TERMINATION OF AGREEMENT**

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar day's written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon five calendar day's written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 **Return of City equipment.** Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 **Survival.** The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6 **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits,

travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7 INDEMNIFICATION

- 7.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.
- 7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8 INSURANCE

8.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager. Evidence of required insurance coverage must be acceptable to and approved by the Risk Management Division of the City. A certificate of insurance must be provided with the City of Miramar, Risk Management Division, 2300 Civic Center Place, Miramar, Florida 33025 listed as the certificate holder. If selected, a full copy of this insurance policy must be provided.

8.2 **Minimum Limits of Insurance** - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.

2. Commercial Automobile Liability - \$1,000,000 per claim/ aggregate covering any automobile including hired, non-owned or leased vehicles for bodily injury, property damage and personal injury.
3. Workers' Compensation: Part A - Statutory; Part B - Employers Liability with limits of \$1,000,000 for bodily injury caused by an accident, \$1,000,000 for bodily injury caused by disease per employee/policy limit.

8.3 Required Insurance Endorsements - The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. WAIVERS OF SUBROGATION - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Contractor's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

8.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

8.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

SECTION 9
NOTICE

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Boris Bajlovic
Chief Executive Officer
Rileighs Outdoor, LLC
1053 N. Plymouth Street
Allentown, PA 18109
Office: 954-633-2159
bbajlovic@holidayoutdoordecor.com

FOR CITY:

Dr. Roy Virgin
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to:

Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, FL 33311
Tel: 954-768-9770
Fax: 954-768-9790

SECTION 10
PUBLIC RECORDS

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of 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, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

SECTION 11
SCRUTINIZED COMPANY

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 12
E-VERIFY

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of

participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

SECTION 13 **MISCELLANEOUS**

12.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

12.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

12.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

12.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to

public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 14 **AUDIT AND INSPECTION RIGHTS**

- 13.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.
- 13.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.
- 13.3 Should an independent review of the methodology used to complete the study reveal inadequate methodologies to have been used which are not consistent with current legal renderings, the selected Proposer agrees to make necessary modifications and conduct any subsequent work necessary to achieve study adequacy and appropriateness at no additional cost to the City.

SECTION 15 **AGREEMENT, AMENDMENTS AND ASSIGNMENT**

- 14.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.
- 14.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.
- 14.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 16
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 17
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 18
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 19
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby,

and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 20
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 21
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

SECTION 22
JOINT PREPARATION

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 23
ENTIRE AGREEMENT


This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its CEO, attested to and duly authorized to execute same.

CITY

ATTEST:



Denise A. Gibbs, City Clerk

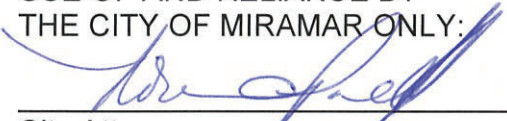
CITY OF MIRAMAR

By: 

Dr. Roy L. Virgin, City Manager

This 1 day of October, 2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:



City Attorney
Austin Pamies Norris Weeks Powell, PLLC

CONTRACTOR:

DocuSigned by:

Signature: _____
1913DAD2C6FB4A7...

Boris Bajlovic

Print Name

CEO

Title

9/24/2025

Date