

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

Meeting Date: July 8, 2026

Presenter's Name and Title: Leslie Ogilvie, Manager of Parks & Recreation Department, and Alicia Ayum, Director of Procurement

Prepared By: Jazmine Hall, Parks Operations and Logistics Coordinator

Temp. Reso. Number: 8647

Item Description: Temp. Reso. #R8647 approving the first one-year renewal of grounds full maintenance services with Monarch Landscape Florida, L.L.C., D/B/A, DynaServ commencing on October 1, 2026, through September 30, 2027, in an amount not-to-exceed \$335,703.00; allocating an annual contingency allowance of \$100,000.00, for supplemental services. (*Parks & Recreation Manager Leslie Ogilvie 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 posting the property on _____ and/or by sending a 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 in the amount not-to-exceed \$335,703 will be budgeted in the FY27 Parks and Recreation Budget, Landscape Services Account, and allocating a contingency allowance of \$100,000 in GL Account No. 001-60-608-572-000-603460; subject to Commission approval of the FY 2027 Operating Budget.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8647**
 - **Exhibit A: First Renewal Contract with Monarch Landscape Florida, LLC d/b/a DynaServ**
- **Attachment(s)**
 - **Attachment 1: Current Agreement with Monarch Landscape Florida, LLC DBA DynaServ**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Billy Neal, Director of Parks and Recreation

DATE: July 2, 2026

RE: Temp. Reso. No. 8647 approving the first renewal agreement for grounds full maintenance services for various City parks

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8647 approving the first one-year renewal of Grounds Full Maintenance Services with Monarch Landscape Florida, LLC DBA DynaServ (“DynaServ”), commencing on October 1, 2026, through September 30, 2027, in an amount not-to-exceed \$335,703; allocating a contingency allowance of \$100,000 for supplemental services; and authorizing the City Manager to execute the agreement.

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 & Recreation Department is responsible for the maintenance and upkeep of City parks. On July 10, 2024, the City Commission adopted Resolution No. 24-139, approving the award of Invitation for Bids (“IFB”) No. 24-021 to DynaServ, for “Grounds Full Maintenance Services.” The resolution also authorized negotiation and execution of an appropriate agreement between DynaServ and the City, for the provision of services at certain parks for an initial term of two years, with three optional one-year renewal periods. The initial term of the agreement expires on September 30, 2026.

DISCUSSION: The City finds that DynaServ has performed satisfactory and therefore intends to retain DynaServ for landscaping services to continue maintaining the highest standards of care for its parks and green spaces, thereby enhancing the community’s

overall experience. Through this partnership, the City ensures that maintenance and beautification efforts are carried out efficiently and professionally.

ANALYSIS: Subject to Commission approval of the FY2027 Parks and Recreation Operating Budget, funds in the amount not-to-exceed \$335,703 for this contract renewal will be budgeted in the FY27 Budget Parks and Recreation Landscape Services Account, GL Account No. 001-60-608-572-000-603460 and a contingency allowance of \$100,000 will be allocated in GL Account No. 001-60-608-572-000-603460.

Temp. Reso. No. 8647

2/18/26

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 ONE-YEAR RENEWAL OF GROUNDS FULL MAINTENANCE SERVICES WITH MONARCH LANDSCAPE FLORIDA, LLC DBA DYNASERV COMMENCING ON OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027, IN AN AMOUNT NOT-TO-EXCEED \$335,703; ALLOCATING AN ANNUAL CONTINGENCY ALLOWANCE OF \$100,000 FOR SUPPLEMENTAL SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 10, 2024, the City Commission adopted Resolution No. 24-139 (“Resolution”), approving the award of Invitation for Bids (“IFB”) No. 24-021 to DynaServ, for “Grounds Full Maintenance Services;” and

WHEREAS, the Resolution also authorized negotiation and execution of an appropriate agreement between DynaServ and the City for the provision of services at certain parks for an initial term of two (2) years, with three (3) optional one-year renewal periods; and

WHEREAS, the initial term of the agreement expires on September 30, 2026; and

WHEREAS, the City intends to retain DynaServ for landscaping services to maintain the highest standards of care for its parks and green spaces, thereby enhancing the community’s overall experience; and

Reso. No. _____

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WHEREAS, in accordance with Section 2-412 of the City Code, approval of the City Commission is required for expenditures exceeding \$75,000 and also when a contract is entered into by the City pursuant to City Commission approval and provides for one or more renewals; and

WHEREAS, the City Manager recommends approval of the first one-year renewal of Grounds Full Maintenance Services agreement with DynaServ attached here to as Exhibit "A," commencing on October 1, 2026, through September 30, 2027, in an amount not-to-exceed \$335,703, and allocating a contingency allowance of \$100,000 for supplemental services; and

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Miramar to approve the first one-year renewal of Grounds Full Maintenance Services agreement with DynaServ, commencing on October 1, 2026, through September 30, 2027, in an amount not-to-exceed \$335,703 and allocating a contingency allowance of \$100,000 for supplemental services.

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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 ratified and confirmed as being true and correct and are made a specific part of this Resolution

Section 2: That it approves the first one-year renewal of Grounds Full Maintenance Services agreement with Monarch Landscape Florida LLC d/b/a DynaServ, commencing on October 1, 2026, through September 30, 2027, in an amount not-to-exceed \$335,703, and allocating a contingency allowance of \$100,000 for supplemental services and authorizing the City Manager to execute the agreement with Monarch Landscape of Florida, LLC d/b/a DynaServ attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

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

Temp. Reso. No. 8647

2/18/26

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 GROUNDS FULL MAINTENANCE SERVICES

This Agreement (the “ First Renewal Agreement”) is entered this ____ day of _____, 2026, between the City of Miramar, Florida (hereinafter “City”) and Monarch Landscape Florida, LLC d/b/a DynaServ, LLC (hereinafter “Contractor”).

RECITALS:

WHEREAS, on July 10, 2024, the City Commission adopted Resolution No. 24-139 approving the award of Invitation for Bids No. 24-021 entitled “Grounds Full Maintenance Services” (the “IFB”) to DynaServ Florida, LLC, now known as Monarch Landscape Florida, LLC d/b/a DynaServ, LLC, for an initial two (2) year term with the option to renew for three (3) additional one-year periods; and

WHEREAS, the commencement date of the initial two (2) year term of the Agreement was effective October 1, 2024 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 Grounds Full Maintenance Services Agreement with the Contractor for the first one-year renewal period from October 1, 2026 through September 30, 2027; and

WHEREAS, on _____, 2026, the City Commission adopted Resolution No. _____ authorizing the first one-year renewal term of the Grounds Full Maintenance Services Agreement with the Contractor commencing October 1, 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 is hereby renewed for the first one-year renewal period commencing on October 1, 2026, and expiring on September 30, 2027.
3. All covenants, terms, conditions, pricing, and provisions contained in the Original Agreement shall remain in full force and effect through this first renewal term.
4. This First Renewal Agreement shall become effective upon full execution by both parties.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Fist 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

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____



AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
DYNASERV FLORIDA, LLC

GROUNDS FULL MAINTENANCE SERVICES

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

DynaServ Florida, LLC, , a Florida Limited Liability Company with its principal business address located at 990 South Flamingo Road, Davie, FL 33325, hereinafter referred to as "Contractor".

WHEREAS, the City advertised Invitation for Bids No. 24-021 entitled "GROUNDS FULL MAINTENANCE SERVICES" ("the IFB"); and

WHEREAS, the Contractor was determined to be the lowest responsive, responsible Bidder and whose Bid was most advantageous to the City; and

WHEREAS, on July 10, 2024, the City Commission adopted Resolution No. 24-139 and approved the award of the IFB to the Contractor.

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

SECTION 1 **SCOPE OF SERVICES**

This Agreement is subject to, and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements of City of Miramar Invitation for Bids No. 24-021 attached hereto as Exhibit "A", the Contractor's Bid attached hereto as Exhibit "B", 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 provisions of this Contract, the IFB and the Contractor's Bid Response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the IFB; terms of the Contractor's Bid Response.

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; and (iv) the Services will be performed in the manner described in Exhibit "A".

Estimates/Quotations:

All requests for related Landscape Services estimates/quotations not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the Work being performed, and such Work shall not exceed 15% of the annual Contract for Services.

Purchase Orders:

1. The Contractor shall not perform or begin any Work without prior written authorization from the Parks and Recreation Department, as well as an approved purchase order authorizing Services.

2. Failure of the Contractor to adhere to the City's purchasing protocol – working without having an official City purchase order for the Work, shall constitute a default and authorization for payment shall be denied.

SECTION 2 **COMPENSATION**

Compensation under this Agreement shall be paid in accordance with the Contractor's Bid attached hereto as Exhibit "B" and shall not exceed the total of Three Hundred Thirty-Five Thousand Seven Hundred and Three dollars (\$335,703) annually. The Contractor shall submit periodic invoices for the Goods and Services provided to the

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

The date of the invoice shall not exceed thirty (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 Purchase Order 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 thirty (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.

SECTION 3 **TERM OF AGREEMENT**

The term of this Agreement shall be for an initial term of two years and shall commence on October 1, 2024, and end on September 30, 2026, with the City having the option to renew the Agreement, on an annual basis, for up to three additional one-year renewal terms, unless terminated earlier pursuant to Section 4 of this Agreement.

The Chief Procurement Officer may authorize up to a ninety (90) day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days for a maximum of a hundred eighty days (180) days.

SECTION 4 **TERMINATION OF AGREEMENT**

City may terminate this Agreement for convenience by giving the Contractor thirty (30) calendar days written notice. City may terminate this Agreement for cause by giving the Contractor five calendar days written notice upon the failure of Contractor to cure any default after being provided with notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement 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 5 **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by

Contractor, and not as officers, employees, or agents of 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 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless 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.

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 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 8
INSURANCE

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured, including any required certificate of endorsement.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Professional Liability	\$ 500,000	\$1,000,000

Workers' Compensation
Statutory Amount

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 and endorsement. The City shall approve such certificates prior to the performance of any Services pursuant to this Agreement.

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. Contractor's liability insurance policies shall be endorsed to add the City as an additional insured. 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.

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 thirty (30) calendar days written notice has been given to the City by certified mail.

SECTION 9 **MISCELLANEOUS**

9.1 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.

9.2 Precautions shall be exercised at all times for the protection of persons and property. The 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 the Contractor responsible for the same.

SECTION 10 **AUDIT AND INSPECTION RIGHTS**

10.1 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.

10.2 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.

SECTION 11
AMENDMENTS AND ASSIGNMENT

11.1 This Agreement constitutes the entire agreement between Contractor and 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 in this Agreement are of no force and effect.

11.2 No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Contractor may assign this Agreement, only with the written consent of the City, executed by the City Manager.

SECTION 12
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 13
NOTICES

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 as 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:

FOR CONTRACTOR:

Douglas Tripodo
Vice President
DynaServ Florida, LLC
990 South Flamingo Road
Davie, FL 33325
(954) 568-6880

FOR CITY: Dr. Roy L. 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 14
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 that 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 15
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, dagibbs@miramarfl.gov 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 16
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 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 17
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 18
SURVIVAL

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

SECTION 19
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as 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 the 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 20
SCRUTINIZED COMPANIES

20.1 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.

20.2 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.

20.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

20.4As 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 21 **E-VERIFY**

In accordance with Florida Statutes §448.095, the Consultant, 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 Consultant may not subcontract any work for the City to any subconsultant that has not provided an affidavit stating that the subconsultant does not employ, contract with or subcontract with an unauthorized alien.

SECTION 22 **EQUITABLE ADJUSTMENT**

The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the Contractor's control; 2) the volatility affects the marketplace or industry, not just the particular Contractor's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the Contractor that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services.

SECTION 23 **LIQUIDATED DAMAGES**

If, in the opinion of the Parks and Recreation Director there has been a breach of the Agreement, the Parks and Recreation Director shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of the Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided in this Section. Unless otherwise provided herein, there shall be no cure period of time to avoid the consequences of a breach. Liquidated

damage is not a penalty. CONTRACTOR agrees that the amount of liquidated damages assessed pursuant to Section 3-3 is reasonable and does not constitute a penalty. The parties recognize the difficulty of proving the loss or damage suffered by the CITY due to CONTRACTOR's breach. CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.


SECTION 24
ENTIRE AGREEMENT

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

(THIS SPACE LEFT INTENTIONALLY 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 Vice President, attested to and duly authorized to execute same.

ATTEST:

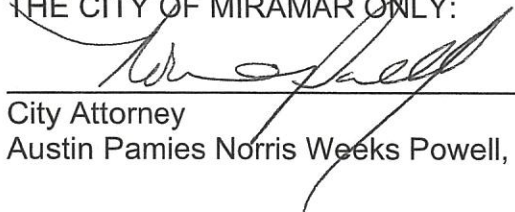

Denise A. Gibbs, City Clerk

CITY OF MIRAMAR

By: 
Dr. Roy L. Virgin, City Manager

This 10 day of July, 2024

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

 7.10.2024
City Attorney
Austin Pamies Norris Weeks Powell, PLLC

CONTRACTOR:

DocuSigned by:

93C03028C7144F2

Sean Forman

Print Name

Executive Vice President

Title

7/10/2024

Date