

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

**Meeting Date:** July 8, 2026

**Presenter's Name and Title:** Junior Francis, Field Operations Manager and Alicia Ayum, Director of Procurement on behalf of Public Works and Procurement Departments

**Prepared By:** Kristy Gilbert, MBA, Assistant Public Works Director

**Temp. Reso. Number:** 8721

**Item Description:** TEMP. RESO. #R8721, APPROVING THE RENEWAL OF LANDSCAPING, IRRIGATION MAINTENANCE, AND LITTER CONTROL SERVICES AGREEMENTS WITH DISTINCTIVE PROPERTY MAINTENANCE INC., IN THE AMENDED ANNUAL AMOUNT OF \$299,469.79, BRIGHTVIEW LANDSCAPE SERVICES, INC., IN THE AMENDED ANNUAL AMOUNT OF \$197,184.00, BRIGHTSTAR PROPERTY MAINTENANCE SERVICES, IN THE AMENDED ANNUAL AMOUNT OF \$574,498.00, GREEN DREAMS PARADISE, CORP., IN THE AMENDED ANNUAL AMOUNT OF \$62,080.00, AND SFM LANDSCAPE SERVICES, L.L.C., IN THE AMENDED ANNUAL AMOUNT OF \$145,914.13, FOR A TOTAL COMBINED AMENDED ANNUAL AMOUNT OF \$1,279,145.92 FOR THE FIRST ONE-YEAR RENEWAL PERIOD, COMMENCING OCTOBER 1, 2026. *(Public Works Field Operations Manager Junior Francis and Procurement Director Alicia Ayum)*

Consent  Resolution  Ordinance  Quasi-Judicial  Public Hearing

**Instructions for the Office of the City Clerk: Public Works request execution of the agreement on the dais following Commission approval.**

**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:** Funding for Fiscal Year 2027 in the annual amount of \$1,279,145.92 for these services will be budgeted in the Contractual Services Accounts, entitled “Landscape Services” (Object Code 603460), and is subject to approval and adoption of the Fiscal Year 2027 annual budget by the City Commission.

**Content:**


- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8721

- **Exhibits A through E: Sample Landscape Renewal Agreements**



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager 

**BY:** Shana Coombs, Chief Operations Officer / Public Works Director

**DATE:** July 2, 2026

**RE:** Temp. Reso. No. 8721 approving renewal of Landscaping, Irrigation Maintenance, and Litter Control Services Agreements

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 8721, approving the first one year renewal period of "Landscaping, Irrigation Maintenance and Litter Control Services" Agreements, with Distinctive Property Maintenance Inc., ("Distinctive"), Brightview Landscape Services, Inc., ("Brightview"), Brightstar Property Maintenance Services, Inc., ("Brightstar"), Green Dreams Paradise, Corp., ("Green Dreams"), and SFM Landscape Services, LLC, ("SFM") for a total combined amended annual amount of \$1,279,145.92; and authorizing the City Manager to execute the renewal agreements in substantial conformity with Exhibits "A" through "E." attached to the Resolution.

**ISSUE:** City Commission approval is required for renewal of agreements initially approved by the City Commission and for expenditures exceeding \$75,000 per vendor.

**BACKGROUND:** The Public Works Department facilitates citywide landscape maintenance services for rights-of-way, medians, swales, and City facilities and provides some of these services through contractual arrangements.

As a result of a competitive bid process, the City Commission on June 5, 2024, adopted Resolution No. 24-118 and awarded IFB 24-013 and agreements for landscaping, irrigation maintenance, and litter control to Distinctive, Brightstar, Green Dreams and SFM, related to several rights-of-way and municipal properties. The initial two-year term commenced October 1, 2024 and expires September 30, 2026.

**DISCUSSION:** During the annual Fiscal Year 2027 budget process, a five percent budget reduction directive was implemented under the City Manager authority. This reduction resulted in a total amount of \$150,000 being reduced from the Public Works Department Landscape Services Object Code 603460 account.

To achieve this objective, City staff proposes to reduce the number of cuts during the slow growing winter season by seven (7) percent. During the winter season, the grass growth is minimal, thereby having minimal aesthetic appearance on right-of-way and medians. This will result in a total reduction of \$145,326.07.

The landscape maintenance services to be provided to the City include grass mowing, litter control, maintenance of trees, palms and shrubs, weed-eating, edging and clean-up, fertilization, pest and disease management, application of herbicides, grass/turf renovations, irrigation maintenance and notice/removal of litter hazards citywide.

Funding for services will be appropriated from the various departments' "Landscape Services" accounts listed in the table below:

<b>Account No.</b>	<b>Account Name</b>	<b>Annual Amount</b>
001-50-509-519-000-603460	Landscape Maintenance – Landscape Svcs.	\$1,070,154.57
001-50-501-519-150-603460	Building Maintenance (Town Center) – Landscape Svcs.	\$116,500.00
410-55-555-535-000-603460 410-55-559-535-000-603460 410-55-554-533-130-603460 410-55-554-533-140-603460	Wastewater Reclamation Facility – Various Locations	\$92,491.35
<b>Total</b>		<b>\$1,279,145.92</b>

The contract manager for the agreements is Jeffrey Bruno, Assistant Field Operations Superintendent.

**ANALYSIS:** Funds totaling \$1,279,145.92 for FY2027 will be budgeted in the Contractual Services Accounts, entitled "Landscape Services" (Object Code 603460), and is subject to approval and adoption of the Fiscal Year 2027 annual budget by the City Commission.

Temp. Reso. No. 8721

4/14/26

6/18/26

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE RENEWAL OF LANDSCAPING, IRRIGATION MAINTENANCE, AND LITTER CONTROL SERVICES AGREEMENTS WITH DISTINCTIVE PROPERTY MAINTENANCE INC., IN THE AMENDED ANNUAL AMOUNT OF \$299,469.79, BRIGHTVIEW LANDSCAPE SERVICES, INC., IN THE AMENDED ANNUAL AMOUNT OF \$197,184, BRIGHTSTAR PROPERTY MAINTENANCE SERVICES, IN THE AMENDED ANNUAL AMOUNT OF \$574,498, GREEN DREAMS PARADISE, CORP., IN THE AMENDED ANNUAL AMOUNT OF \$62,080, AND SFM LANDSCAPE SERVICES, LLC, IN THE AMENDED ANNUAL AMOUNT OF \$145,914.13, FOR A TOTAL COMBINED AMENDED ANNUAL AMOUNT OF \$1,279,145.92 FOR THE FIRST ONE-YEAR RENEWAL PERIOD, COMMENCING ON OCTOBER 1, 2026; AUTHORIZING THE CITY MANAGER TO EXECUTE THE RENEWAL AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Public Works Department facilitates citywide landscape maintenance services for rights-of-way, medians, swales, and City facilities and provides assistance through contractual arrangements for some of these services; and

**WHEREAS**, such services primarily include grass mowing, litter control, maintenance of trees, palms and shrubs, weed eating, edging and clean-up, fertilization, pest and disease management, application of herbicides, grass/turf renovations, irrigation, and notice/removal of litter hazards; and

**WHEREAS**, on June 5, 2024, the City Commission adopted Reso. No. 24-118, awarding agreements for landscaping, irrigation maintenance, and litter control to

Reso. No. \_\_\_\_\_

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Distinctive Property Maintenance, Inc., (“Distinctive”), Brightview Landscape Services, Inc., (“Brightview”), Brightstar Property Maintenance Services, (“Brightstar”), Green Dreams Paradise, Corp., (“Green Dreams”), and SFM Landscape Services, LLC, (“SFM”); and

**WHEREAS**, the initial two (2) year term of the agreements commenced on October 1, 2024 and expires on September 30, 2026; and

**WHEREAS**, the City Manager recommends renewal of the Landscaping, Irrigation Maintenance, and Litter Control Services Agreements for the first optional one-year renewal period, from October 1, 2026, to September 30, 2027, for a combined amended annual amount of \$1,279,145.92; 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 first optional one-year renewal of the Landscaping, Irrigation Maintenance, and Litter Control Services Agreements with Distinctive, Brightview, Brightstar, Green Dreams and SFM, for a combined amended annual amount of \$1,279,145.92 for the period beginning on October 1, 2026, to September 30, 2027.

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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 the City Commission approves the first optional one-year renewal of the Landscaping, Irrigation Maintenance, and Litter Control Services Agreements with Distinctive Property Maintenance, Inc., in the amended annual amount of \$299,469.79, Brightview Landscape Services, Inc., in the amended annual amount of \$197,184, Brightstar Property Maintenance Services, in the amended annual amount of \$574,498, Green Dreams Paradise, Corp., in the amended annual amount of \$62,080, and SFM Landscape Services, LLC, in the amended annual amount of \$145,914.13 for a combined amended annual amount of \$1,279,145.92.

**Section 3:** That the City Manager is authorized to execute appropriate renewal agreements, in substantial conformity with Exhibits “A” through “E,” together with such non-substantial changes as are deemed necessary by the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 4:** That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 5:** That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8721

4/14/26

6/18/26

**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	_____

## EXHIBIT "A"

### RENEWAL AGREEMENT FOR LANDSCAPING, IRRIGATION MAINTENANCE AND LITTER CONTROL

This Renewal Agreement for Landscaping, Irrigation Maintenance and Litter Control ("Renewal Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 between the City of Miramar ("City") and Distinctive Property Maintenance, Inc ("Provider").

#### RECITALS:

**WHEREAS**, on June 5, 2024, the City Commission adopted Resolution No. 24-118, approving the award and execution of the Landscaping, Irrigation Maintenance and Litter Control Agreement ("Original Agreement"), with the Provider, for the provision of landscape maintenance services at specified contracted locations for an initial term of two years, with three additional one-year renewal options; and

**WHEREAS**, the commencement date of the initial two-year term of the Original Agreement was October 1, 2024, and the initial term expires on September 30, 2026; and

**WHEREAS**, on July 8, 2026, the City Commission adopted Reso. No. \_\_\_\_\_, approving the first of three optional one year renewals of the Original Agreement in an amended annual amount of \$299,469.79, for the period commencing October 1, 2026, through September 30, 2027; and

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

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Renewal Agreement.
2. The Agreement shall be renewed for the first one-year renewal period commencing on October 1, 2026, through September 30, 2027.

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

- A. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Upon request by the City's records custodian, provide the 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.
- C. 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, and following completion of this Agreement until the records are transferred to the City.
- D. 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 the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. The 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

- F. 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 the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

4. **SCRUTINIZED COMPANIES.**

- 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.

5. **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 Contractor 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.

6. All other covenants, terms, and conditions contained in the Amended Agreement, including but not limited to the rate and/or amount of compensation, shall remain in full force and effect through the first renewal term.

**(THIS AREA INTENTIONALLY LEFT BLANK)**

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

ATTEST

**THE CITY OF MIRAMAR**

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

By: \_\_\_\_\_  
Dr. Roy L. Virgin  
City Manager

Date: \_\_\_\_\_

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

**WITNESS**

**PROVIDER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RENEWAL AGREEMENT FOR LANDSCAPING, IRRIGATION MAINTENANCE  
AND LITTER CONTROL**

This Renewal Agreement for Landscaping, Irrigation Maintenance and Litter Control ("Renewal Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 between the City of Miramar ("City") and Brightview Landscape Services, Inc., ("Provider").

**RECITALS:**

**WHEREAS**, on June 5, 2024, the City Commission adopted Resolution No. 24-118, approving the award and execution of the Landscaping, Irrigation Maintenance and Litter Control Agreement ("Original Agreement"), with the Provider, for the provision of landscape maintenance services at specified contracted locations for an initial term of two years, with three additional one-year renewal options; and

**WHEREAS**, the commencement date of the initial two-year term of the Original Agreement was October 1, 2024, and the initial term expires on September 30, 2026; and

**WHEREAS**, on July 8, 2026, the City Commission adopted Reso. No. \_\_\_\_\_, approving the first of three optional one year renewals of the Original Agreement in an amended annual amount of \$197,184, for the period commencing October 1, 2026, through September 30, 2027; and

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

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Renewal Agreement.
2. The Agreement shall be renewed for the first one-year renewal period commencing on October 1, 2026, through September 30, 2027.

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

- A. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Upon request by the City's records custodian, provide the 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.
- C. 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, and following completion of this Agreement until the records are transferred to the City.
- D. 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 the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. The 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of**

**Miramar – City Clerk’s Office, 2300 Civic Center Place,  
Miramar, FL 33025.**

F. 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 the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

**4. SCRUTINIZED COMPANIES.**

- 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.

5. **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 Contractor 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.

6. All other covenants, terms, and conditions contained in the Amended Agreement, including but not limited to the rate and/or amount of compensation, shall remain in full force and effect through the first renewal term.

**(THIS AREA INTENTIONALLY LEFT BLANK)**

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

ATTEST

**THE CITY OF MIRAMAR**

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

By: \_\_\_\_\_  
Dr. Roy L. Virgin  
City Manager

Date: \_\_\_\_\_

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

**WITNESS**

**PROVIDER**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RENEWAL AGREEMENT FOR LANDSCAPING, IRRIGATION MAINTENANCE  
AND LITTER CONTROL**

This Renewal Agreement for Landscaping, Irrigation Maintenance and Litter Control ("Renewal Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 between the City of Miramar ("City") and Brightstar Property Maintenance Services ("Provider").

**RECITALS:**

**WHEREAS**, on June 5, 2024, the City Commission adopted Resolution No. 24-118, approving the award and execution of the Landscaping, Irrigation Maintenance and Litter Control Agreement ("Original Agreement"), with the Provider, for the provision of landscape maintenance services at specified contracted locations for an initial term of two years, with three additional one-year renewal options; and

**WHEREAS**, the commencement date of the initial two-year term of the Original Agreement was October 1, 2024, and the initial term expires on September 30, 2026; and

**WHEREAS**, on July 8, 2026, the City Commission adopted Reso. No. \_\_\_\_\_, approving the first of three optional one year renewals of the Original Agreement in an amended annual amount of \$574,498, for the period commencing October 1, 2026, through September 30, 2027; and

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

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Renewal Agreement.
2. The Agreement shall be renewed for the first one-year renewal period commencing on October 1, 2026, through September 30, 2027.

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

- A. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Upon request by the City's records custodian, provide the 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.
- C. 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, and following completion of this Agreement until the records are transferred to the City.
- D. 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 the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. The 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of**

**Miramar – City Clerk’s Office, 2300 Civic Center Place,  
Miramar, FL 33025.**

F. 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 the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

**4. SCRUTINIZED COMPANIES.**

- 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.

**5 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 Contractor 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.

6. All other covenants, terms, and conditions contained in the Amended Agreement, including but not limited to the rate and/or amount of compensation, shall remain in full force and effect through the first renewal term.

**(THIS AREA INTENTIONALLY LEFT BLANK)**

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

ATTEST

**THE CITY OF MIRAMAR**

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

By: \_\_\_\_\_  
Dr. Roy L. Virgin  
City Manager

Date: \_\_\_\_\_

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

**WITNESS**

**PROVIDER**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RENEWAL AGREEMENT FOR LANDSCAPING, IRRIGATION MAINTENANCE  
AND LITTER CONTROL**

This Renewal Agreement for Landscaping, Irrigation Maintenance and Litter Control ("Renewal Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 between the City of Miramar ("City") and Green Dreams Paradise, Corp., ("Provider").

**RECITALS:**

**WHEREAS**, on June 5, 2024, the City Commission adopted Resolution No. 24-118, approving the award and execution of the Landscaping, Irrigation Maintenance and Litter Control Agreement ("Original Agreement"), with the Provider, for the provision of landscape maintenance services at specified contracted locations for an initial term of two years, with three additional one-year renewal options; and

**WHEREAS**, the commencement date of the initial two-year term of the Original Agreement was October 1, 2024, and the initial term expires on September 30, 2026; and

**WHEREAS**, on July 8, 2026, the City Commission adopted Reso. No. \_\_\_\_\_, approving the first of three optional one year renewals of the Original Agreement in an amended annual amount of \$62,080, for the period commencing October 1, 2026, through September 30, 2027; and

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

5. The foregoing Recitals are true and correct and are incorporated and made a part of this Renewal Agreement.

6. The Agreement shall be renewed for the first one-year renewal period commencing on October 1, 2026, through September 30, 2027.

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

- G. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- H. Upon request by the City's records custodian, provide the 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.
- I. 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, and following completion of this Agreement until the records are transferred to the City.
- J. 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 the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- K. The 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of**

**Miramar – City Clerk’s Office, 2300 Civic Center Place,  
Miramar, FL 33025.**

- L. 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 the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

**8. SCRUTINIZED COMPANIES.**

- E. 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.
- F. 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.
- G. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- H. 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.

**5 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 Contractor 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.

6. All other covenants, terms, and conditions contained in the Amended Agreement, including but not limited to the rate and/or amount of compensation, shall remain in full force and effect through the first renewal term.

**(THIS AREA INTENTIONALLY LEFT BLANK)**

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

ATTEST

**THE CITY OF MIRAMAR**

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

By: \_\_\_\_\_  
Dr. Roy L. Virgin  
City Manager

Date: \_\_\_\_\_

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

**WITNESS**

**PROVIDER**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RENEWAL AGREEMENT FOR LANDSCAPING, IRRIGATION MAINTENANCE  
AND LITTER CONTROL**

This Renewal Agreement for Landscaping, Irrigation Maintenance and Litter Control ("Renewal Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 between the City of Miramar ("City") and SFM Landscape Services, LLC., ("Provider").

**RECITALS:**

**WHEREAS**, on June 5, 2024, the City Commission adopted Resolution No. 24-118, approving the award and execution of the Landscaping, Irrigation Maintenance and Litter Control Agreement ("Original Agreement"), with the Provider, for the provision of landscape maintenance services at specified contracted locations for an initial term of two years, with three additional one-year renewal options; and

**WHEREAS**, the commencement date of the initial two-year term of the Original Agreement was October 1, 2024, and the initial term expires on September 30, 2026; and

**WHEREAS**, on July 8, 2026, the City Commission adopted Reso. No. \_\_\_\_\_, approving the first of three optional one year renewals of the Original Agreement in an amended annual amount of \$145,914.13, for the period commencing October 1, 2026, through September 30, 2027; and

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

9. The foregoing Recitals are true and correct and are incorporated and made a part of this Renewal Agreement.

10. The Agreement shall be renewed for the first one-year renewal period commencing on October 1, 2026, through September 30, 2027.

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

- M. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- N. Upon request by the City's records custodian, provide the 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.
- O. 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, and following completion of this Agreement until the records are transferred to the City.
- P. 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 the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- Q. The 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of**

**Miramar – City Clerk’s Office, 2300 Civic Center Place,  
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**12. SCRUTINIZED COMPANIES.**

- I. 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.
- J. 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.
- K. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- L. 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.

**5 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

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6. All other covenants, terms, and conditions contained in the Amended Agreement, including but not limited to the rate and/or amount of compensation, shall remain in full force and effect through the first renewal term.

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

ATTEST

**THE CITY OF MIRAMAR**

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

By: \_\_\_\_\_  
Dr. Roy L. Virgin  
City Manager

Date: \_\_\_\_\_

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CITY OF MIRAMAR ONLY:

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

**WITNESS**

**PROVIDER**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_