

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

Meeting Date: August 17, 2022

Presenter's Name and Title: Billy Neal, Assistant Director, on behalf of the Parks & Recreation Department and Alicia Ayum, Director, Procurement

Prepared By: Jacqueline Lovell-Santos

Temp. Reso. Number: #7683

Item Description: Temp. Reso. 7683 APPROVING THE SECOND RENEWAL OF THE "LANDSCAPING IRRIGATION MAINTENANCE & LITTER CONTROL SERVICES", AGREEMENT WITH DYNASERV FLORIDA, LLC, IN AN AMOUNT NOT-TO-EXCEED \$260,553.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND RENEWAL AGREEMENT (*Billy Neal, Assistant Director, Parks & Recreation and Alicia Ayum, Director Procurement*)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: None

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 in the amount not-to-exceed \$260,553.00 for this project are budgeted in the FY23 Tentative Budget Parks and Recreation Landscape Services Account in the following GL Account No's. 001-60-604-572-000-603460 (\$114,480.00) and 001-60-608-572-000-603460 (\$146,072.88).

Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR7683
 - Exhibit A: Renewal Contract



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Elizabeth Valera, Director Parks & Recreation

DATE: August 11, 2022

RE: Temp. Reso. No. 7683, approving the second renewal agreement for "Landscaping, Irrigation Maintenance & Litter Control Services" for various City parks

RECOMMENDATION: The City Manager recommends approval of the second one-year renewal of Contract No. 2254 entitled "Landscaping, Irrigation, Maintenance & Litter Control Services", for various City parks (the "IFB"), in an amount not-to-exceed \$260,553 to DynaServ Florida, LLC ("DynaServ").

ISSUE: Section 2-412(a)(1) of the City code requires that the purchase of all commodities or services made by a single department from a single vendor in excess of \$75,000 in a fiscal year, be formally approved by the City Commission.

BACKGROUND: The Parks & Recreation Department is responsible for the maintenance and upkeep of City parks. The existing contract with DynaServ, which has an initial two-year term, expires October 21, 2022.

On September 21, 2021, the City Commission adopted Resolution No. 21-51 and approved the first renewal one-year agreement with DynaServ from October 22, 2021, through October 21, 2022.

PROCUREMENT: The Parks and Recreation Department and Economic and Business Development Department held three "Green Space Contractor Workshops" with local businesses to share the City's expectations for the prospective contract.

On May 19, 2022, the Procurement Department sent over 96 invitations via email using the Green Space Contactor list provided by Economic and Business Development in the

hope of identifying small business contractors within the City to award contracts for the designated City parks. On June 2, 2022 the bid process was closed with only having received two (2) responses; Nunez Lawncare & Landscape and Landscape & Service Professionals; and only one (1) fulfilling with the small business requirement and the other bidder was outside of the outlined financial requirement.

DISCUSSIONS: After going through the process and not receiving good results from the local Green Space Contractor Initiative, it was surmised that the second spike in COVID may have had a negative impact in the response factor and based on the timing of the existing contract, and not to negatively affect the level of service, it has been determined to renew for this one-year period.

During this period, the City will revisit the Green Space Contractor Initiative.

ANALYSIS: Funding is allocated in Fiscal Year 2023 Tentative Budget under the Parks & Recreation Department. Landscape Services Account, in the GL Account No's 001-60-604-572-603460 (\$114,480.00) and 001-60-608-572-000-603460 (\$146,072.88).

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE SECOND RENEWAL OF CONTRACT NO. 2254 ENTITLED “LANDSCAPING, IRRIGATION MAINTENANCE & LITTER CONTROL SERVICES FOR VARIOUS CITY PARKS”, IN AN AMOUNT NOT-TO-EXCEED \$260,553.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department is responsible for the maintenance and upkeep for City Parks; and

WHEREAS, the maintenance and upkeep contract with DynaServ Florida, LLC., expires on October 21, 2022, and requires renewal as per the contract; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

WHEREAS, on September 18, 2019, the City Commission adopted Resolution No. 19-172, approving the award of Invitation for Bid (“IFB”) No. 19-010 to DynaServ Florida, LLC for “Landscaping, Irrigation Maintenance & Litter Control Services”, and authorized negotiation and execution of an appropriate agreement between DynaServ Florida, LLC and the City, for the provision of the services at certain parks for an initial term of two years, with three optional one-year renewal periods; and

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WHEREAS, the contract became effective October 22, 2019 and the initial one-year term will end October 21, 2022; and

WHEREAS, On September 21, 2021, the City Commission adopted Resolution No. 21-51 and approved the first renewal one-year agreement with DynaServ Florida, LLC from October 22, 2021, through October 21, 2022; and

WHEREAS, the Parks and Recreation Department wishes to renew the Landscaping, Irrigation Maintenance & Litter Control Services Agreement with DynaServ Florida, LLC ("Agreement"), attached as Exhibit A; and

WHEREAS, the City Manager recommends renewing the Agreement, in an amount not-to-exceed \$260,553 for the second one-year renewal option, ending October 21, 2023, and;

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to renew contract No. 2254 entitled, "Landscaping, Irrigation Maintenance & Litter Control Services", to the lowest, responsive, responsible bidder, DynaServ Florida, LLC., in an amount not-to-exceed \$260,553

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.

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Section 2: That the City Commission approves the renewing the Agreement, in an annual amount not-to-exceed \$260,553 for the second one-year renewal option, ending on October 21, 2023.

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.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

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

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

SECOND RENEWAL AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND DYNASERV FLORIDA LLC
FOR GROUNDS FULL MAINTENANCE

This Agreement (the "Renewal Agreement") is entered into this _____ day of _____, 2022, between the City of Miramar (hereinafter "City") and DynaServ Florida LLC (hereinafter "Contractor").

RECITALS:

WHEREAS, the City entered into agreement for Grounds Full Maintenance Services (the "Original Agreement") with the Provider, DynaServ Florida LLC. for an initial term of two years with the option to renew for three additional one-year terms; and

WHEREAS, the commencement date of the initial two year term of the Agreement was effective on October 22, 2021, and will expire on October 21, 2022; and

WHEREAS, the City wishes to exercise the option to renew the Grounds Full Maintenance Services Agreement with the Provider for the second one-year renewal period of October 21, 2022, through October 20, 2023

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

1. That the foregoing Recitals are true and correct and the incorporated and made a part of this Renewal Agreement.
2. The Original Agreement shall be renewed for the second one-year renewal period commencing on October 21, 2022, through to October 20, 2023
3. Section 16 of the agreement is hereby amended to read:

EXHIBIT A

- 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.

EXHIBIT A

4. All covenants, terms and conditions contained in the Original Agreement, with the sole exception of the term of the Original Agreement and Section 16 of the agreement relating to Public Records, including but not limited to rate and/or amount compensation shall remain in full force and effect through the second renewal term.

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.

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Landscape Maintenance Services (Parks) 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 Virgin,
City Manager

Dated: _____

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

EXHIBIT A

CONTRACTOR: DYNASERV FLORIDA LLC

CONTRACTOR

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(CORPORATE SEAL)