

Agreement Checklist

Attention Vendor/Contractor/Firm,

As part of the processing and execution of an agreement with the Town, please return the signed agreement along with the following additional documentation.

Requirement

Agreement – Signed and Notarized (if applicable)

Affidavit of Compliance with Foreign Entity Laws Form– Signed and Notarized

Affidavit of Compliance with Anti-Human Trafficking Laws Form– Signed and Notarized

Certificate of Insurance* (listing the Town as additional insured with the contract # and title included in the description of operations box)

Complete PaymentWorks Registration (one-time registration in the Town's Vendor Management website)

*COI to be submitted and updated in PaymentWorks

COOPERATIVE OR PIGGYBACK AGREEMENT
BETWEEN THE TOWN OF DAVIE
AND PLAYMORE WEST, INC.

THIS AGREEMENT is entered upon the date of the final signature below by and between the TOWN OF DAVIE, FLORIDA a political subdivision of the State of Florida, 8800 SW 36th Street Davie, Florida 33328, hereinafter referred to as the "TOWN", and Playmore West, Inc. a corporation organized and existing under the laws of the State of Florida, with offices at 10271 Deer Run Farms Rd., Suite 1 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN has determined that it is in its best interest to make a cooperative purchase, utilizing contract number SDMC No. 26-0041-MR, effective September 1, 2025 through August 31, 2030, titled Park and Playground Equipment attached hereto and made a binding part hereof by this reference. The contract includes the solicitation Terms and Conditions, Specifications/ Scope of Work, Required Forms, associated addenda, and the Contractor's solicitation response, hereinafter referred to as "COOPERATIVE CONTRACT"; and

WHEREAS, the "COOPERATIVE CONTRACT" was competitively solicited and negotiated by School Board of Manatee County. The CONTRACTOR has exhibited by its response to the solicitation number 26-0041-MR that it is capable of providing the required services and agrees to provide the required services to the TOWN; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation and to be bound by the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. DEFINITIONS

COOPERATIVE PROCUREMENT (PURCHASING)

1. The action taken when two or more entities combine their requirements to obtain the advantages of volume purchases, including administrative savings and other benefits.
2. A variety of arrangements, whereby two or more public procurement entities purchase from the same supplier or multiple suppliers using a single Invitation for Bids (IFB) or Request for Proposals (RFP). Cooperative procurement efforts may result in contracts that other entities may "piggyback."
3. Per Town Code Section 2-323(d) "cooperative purchasing programs may include, but not be limited to, joint or multiparty contracts between public procurement units and open-ended public procurement term contracts that are made available to other governmental units. Once the active contract is used as the basis of a cooperative

contract by the Town, the contract shall not be impaired by the future decisions or actions of the other agency. The Town shall adopt the contract as its own agreement and shall not be associated or connected in any manner with the initiating agency that originally solicited the contract. The Town may negotiate the terms of the contract to ensure legal sufficiency and protect the Town's best interests to the point in which it does not alter the originally intended products, pricing (unless further discounts are offered) or services.

PIGGYBACKING

1. The purchases of goods or services based upon contracts awarded by other governmental or not-for-profit entities by any formal competitive bid, selection process or negotiated process. The Town shall adopt the contract as its own agreement and shall not be associated or connected in any manner with the initiating agency that originally solicited the contract. The Town may negotiate the terms of the contract to ensure legal sufficiency and protect the Town's best interests to the point in which it does not alter the originally intended products, pricing (unless further discounts are offered) or services. Once the other agency's active contract is used as the basis of a piggyback by the Town, the piggyback shall not be impaired by the future decisions or actions of the other agency (Town Code Sec. 2-317).

SECTION 2. CONTRACT NUMBER

The Town of Davie's Contract titled Park and Playground Equipment will be referenced as Contract Number SDMC No. 26-0041-MR.

SECTION 3. EFFECTIVE DATE

This Contract is effective upon the date of the final signature below.

SECTION 4. RENEWAL OF AGREEMENT

The contract is for the period of September 1, 2025, through August 31, 2030. This bid is for a period of five (5) years with the option to renew it for two (2) additional one-year periods. Contract renewals, extensions, termination, and amendments/modifications will be handled administratively.

SECTION 5. PRODUCTS AND PRICING

The CONTRACTOR will provide to the TOWN products and pricing as specified in the COOPERATIVE CONTRACT.

SECTION 6. CONTRACT PROVISIONS

The parties hereto agree to be bound by all of the terms and conditions of the COOPERATIVE CONTRACT unless otherwise modified, supplemented or specified herein.

SECTION 7. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 8. CONFLICT

To the extent that any conflict shall arise between the TOWN Purchase Order or this Agreement and the terms and conditions of the COOPERATIVE CONTRACT, the terms and conditions of this Agreement and/or the TOWN Purchase Order shall prevail.

SECTION 9. FUND AVAILABILITY AND USE OF CONTRACTOR

The obligations of the Town under this Agreement are contingent upon the availability of funds lawfully appropriated by the Town Council for the specific purpose of this Agreement for each fiscal year during the term hereof. Nothing in this Agreement shall be deemed to obligate the Town to appropriate or expend funds beyond the current fiscal year or to create a debt, liability, or obligation of the Town within the meaning of any constitutional or statutory provision of the State of Florida.

In the event sufficient funds are not appropriated for any fiscal year, or if funds appropriated for this Agreement are reduced, eliminated, or otherwise unavailable, the Town may terminate this Agreement, in whole or in part, by providing written notice to Contractor. Such termination shall be effective on the last day of the fiscal year for which funds were appropriated, or as otherwise specified in the notice.

Upon termination for non-appropriation, the Town shall have no further obligation under this Agreement beyond payment for goods or services satisfactorily provided and accepted prior to the effective date of termination, and Contractor shall have no claim for damages, lost profits, or other compensation arising from such termination. In its sole discretion, the TOWN reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

If the agreement is fully or partially funded by the Davie Community Redevelopment Agency (CRA), all terms, conditions, and special provisions that reference the Town of Davie shall equally apply to the CRA. In such cases, any mention of the 'Town Council' shall also be understood as the 'CRA Board,' and any reference to the 'Town Administrator' shall likewise refer to the 'CRA Executive Director.'

SECTION 10. BUDGETARY CONSTRAINTS

In the event the TOWN is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

SECTION 11. TERMINATION

- a. Termination for Convenience: This Agreement may be terminated by the TOWN for convenience, upon seven (7) days written notice by the TOWN to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. Contractor acknowledges and agrees that ten dollars (10.00) of the compensation to be paid by TOWN, the receipt and adequacy of which is hereby acknowledged by Contractor is given as specific consideration to Contractor for TOWN's right to terminate this Agreement for convenience.
- b. Default by Contractor: In addition to all other remedies available to the TOWN, this Agreement shall be subject to cancellation by the TOWN for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

SECTION 12. INDEMNIFICATION

- a. The contractor shall indemnify, defend and hold harmless the Town of Davie, its officers, employees, volunteers, agents, boards, elected and appointed officials, instrumentalities and the Davie Community Redevelopment Agency from and against any and all liability, losses or damages, including but not limited to attorney's fees and costs, incurred as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors.
- b. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

SECTION 13. LIABILITY

Notwithstanding any other provision to the contrary, the Contractor shall be fully and unconditionally liable to the Town/CRA for all damages, losses, costs, claims, liabilities, and expenses of every kind or nature whatsoever, including, without limitation, reasonable attorney's fees and costs incurred at trial, in arbitration, or on appeal, arising out of or related to the Contractor's breach of contract, negligence, gross negligence, willful misconduct, or fraud. This

obligation shall apply whether such damages or expenses are incurred directly by the Town/CRA or asserted against them by third parties, and shall not be limited or capped in amount.

The Contractor expressly waives any statutory limitations of liability to the fullest extent permitted by Florida law, including, without limitation, any cap on indemnification or damages under Florida Statutes §725.06, it being the specific intent of the parties that the Contractor's obligations extend to the maximum extent allowable by law.

The indemnification and liability obligations set forth herein shall survive the termination, cancellation, or expiration of this Agreement, and are in addition to, and not in substitution of, any other rights or remedies available at law or in equity.

SECTION 14. SOVEREIGN IMMUNITY; LIMITATION ON DAMAGES

The Town expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes, as amended. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 15. INSURANCE

The Town of Davie shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

SECTION 16. AUDITING, RECORDS, AND INSPECTION

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the Town for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof,

have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie with a copy of the 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 the applicable Florida Statutes.
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 the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain the public records as required by the Florida Statutes.

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 contract, contact the custodian of public records at 954-797-1000, [Evelyn Roig@davie-FL.gov](mailto:Evelyn_Roig@davie-FL.gov), 8800 SW 36th St, Davie, FL 33328.

SECTION 17. INSPECTOR GENERAL AND ETHICS

In accordance with Section 10.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

SECTION 18. EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 19. SCRUTINIZED COMPANIES

Pursuant to Florida Statute § 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

SECTION 20. NOTICE

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the TOWN and the CONTRACTOR. All notices required to be given to the TOWN or the CONTRACTOR pursuant to this Agreement shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

TOWN:	Town of Davie, Florida Attention: Procurement Division 8800 SW 36th St Davie, FL 33328
CONTRACTOR:	<u>Playmore West, Inc.</u> <u>10271 Deer Run Farms Rd., Suite 1</u> <u>Fort Myers, FL 33966</u>

SECTION 21. APPLICABLE LAW, VENUE, JURY TRIAL

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to pursue legal action regarding this Agreement, the exclusive jurisdiction for any litigation arising from this contract shall be in the seventeenth judicial circuit in and for Broward County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim arising out of this Agreement which may be brought by either of the parties hereto.

SECTION 22. SEVERABILITY

Should any part, term or provision of this Agreement be found by a court of competent jurisdiction to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the final signature below.

PLAYMORE WEST, INC.

By: [Signature]
(Signature)

Name: Luke Russell
(Print)

Title: PRESIDENT

Date: 2/23/20

STATE OF FL

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of February, 2020 by Luke Russell who is personally known to me or produced _____ as identification who did/did not take an oath.

[Signature]
Notary

02/23/20
Date



TOWN OF DAVIE

By: _____
Mayor Judith Paul

Date: _____

Attested: _____
Evelyn Roig, Town Clerk (Seal)

Date: _____

Approved as to form and legal sufficiency:

Allan Weinthal, Town Attorney



AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

Before me, the undersigned authority, personally appeared Luke Russell

[affiant name] ("Affiant"), who, being duly sworn, deposes and says:

1. Authority.

Affiant is the President [title] of Playmore West Inc [entity name], a
Florida LLC [state/country of formation] Corporation [entity type]
 ("Entity"), and is duly authorized to make this Affidavit on behalf of the Entity.

2. No Foreign Country of Concern Ownership or Control.

The Entity is not owned by, controlled by, or acting on behalf of the government of a foreign country of concern, as those terms are defined in section 287.138, Florida Statutes, section 288.0071, Florida Statutes, and section 692.201, Florida Statutes, as applicable.

3. No Controlling Interest.

No government of a foreign country of concern holds, directly or indirectly:

- A controlling interest in the Entity; or
- Twenty-five percent (25%) or more of the voting interests, equity interests, or profit interests of the Entity, whether held individually or in the aggregate, as such threshold creates a presumption of control under Florida law.

4. Organization and Principal Place of Business.

The Entity is not organized under the laws of a foreign country of concern and does not maintain its principal place of business in a foreign country of concern.

5. No Direction or Control.

No government of a foreign country of concern has the power to direct or substantially influence the management, policies, or operations of the Entity, whether through ownership, contractual rights, governance rights, or otherwise.

6. Reliance by Governmental Entity.

This Affidavit is provided for purposes of compliance with section 287.138, Florida Statutes, section 288.0071, Florida Statutes, and/or chapter 692, Florida Statutes, and is made with the understanding

that it will be relied upon by the Town of Davie, Florida in connection with a contract, incentive, transaction, or conveyance.

7. Duty to Update.

Affiant acknowledges that the Entity has an ongoing obligation to promptly notify the governmental entity in writing if any statement contained in this Affidavit becomes inaccurate during the term of the applicable agreement or transaction.

8. Penalty of Perjury.

Affiant understands that knowingly making a false statement in this Affidavit is subject to penalties under Florida law, including penalties for perjury.

FURTHER AFFIANT SAYETH NAUGHT.

Date: February 23, 2026 Signed: [Signature]

Entity Name: Playmove West Inc

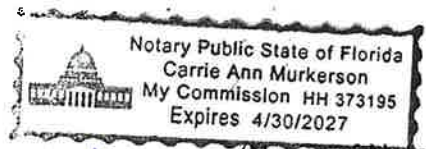
Name: Luke Russell Title: President

STATE OF FL

COUNTY OF Lee

Sworn to and subscribed before me by means of [] physical presence or [] online notarization, this 23 day of February, 2026, by Luke Russell.

(NOTARY SEAL)



[Signature]
Signature of Notary Public

Carrie Ann Murkerson (Name of Notary Typed, Printed, or Stamped)

Personally Known OR Produced Identification

Type of Identification Produced _____



AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING

LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: February 23, 2026 Signed: [Signature]

Entity Name: Playmore West Inc

Name: Luke Russell Title: President

STATE OF FL

COUNTY OF Lee

Sworn to and subscribed before me by means of physical presence or online notarization, this 23 day of February, 2026, by Luke Russell.

(NOTARY SEAL)



[Signature]

Signature of Notary Public

Carrie Ann Murkerson (Name of Notary Typed, Printed, or Stamped)

Personally Known OR Produced Identification

Type of Identification Produced _____