

**CITY OF WESTON, FLORIDA  
RESOLUTION NO. 2020-62**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE CONSENT BY THE CITY OF WESTON TO THE ASSIGNMENT AND ASSUMPTION OF THE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND GREENSOURCE LANDSCAPE AND SPORTS TURF, INC., AND ASSUMPTION OF THE OBLIGATIONS OF THE AGREEMENT BY JUNIPER LANDSCAPING OF FLORIDA, LLC.

WHEREAS, First, on March 16, 2020, the City Commission adopted Resolution No. 2020-25, awarding and approving an Agreement for RFP No. 2019-13 - Parks Maintenance Services, Parks Group A to Greensource Landscape and Sports Turf, Inc., of Southwest Ranches, Florida; and

WHEREAS, Second, on May 7, 2020, the City received a formal request for consent of assignment of the Agreement from Greensource Landscape and Sports Turf, Inc., of Southwest Ranches, Florida (Assignor) to Juniper Landscaping of Florida, LLC, of Ft. Myers, Florida (Assignee), along with a copy of the Purchase Agreement between the two companies, attached as Exhibit "A;" and

WHEREAS, Third, on May 29, 2020, the City entered into an Agreement between the City and Greensource Landscape and Sports Turf, Inc., for Parks Maintenance Services, RFP No. 2019-13, Parks Group A, ("the Agreement") attached as Exhibit "B"; and

WHEREAS, Fourth, Section 8.9 Assignment; Non-transferability of Agreement, Page 64 of 109 of the Agreement provides as follows:

- A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.; and

WHEREAS, Fifth, on May 26, 2020, Juniper Landscaping of Florida, LLC, executed the Consent by the City of Weston to the Assignment and Assumption of the Agreement between the City of Weston, Florida, and Greensource Landscape and Sports Turf, Inc., and Assumption of the Obligations of the Agreement by Juniper Landscaping of Florida, LLC, (the "Assignment Agreement"), assuming all of the rights and obligations of the Assignor under the Agreement and accepting all of the terms and conditions thereof, attached as Exhibit "C"; and

WHEREAS, Sixth, the City Commission finds that it is in the best interest of the City to approve the Assignment Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

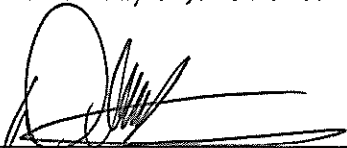
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Section 2: The Assignment Agreement is approved, in substantially the form attached as Exhibit "C," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.


Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

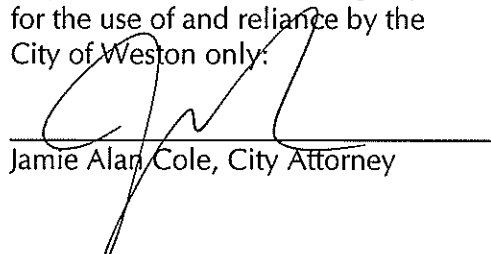
ADOPTED by the City Commission of the City of Weston, Florida, this 15<sup>th</sup> day of June 2020.

  
\_\_\_\_\_  
Daniel J. Stermer, Mayor

ATTEST:

  
\_\_\_\_\_  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

  
\_\_\_\_\_  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Commissioner Kallman	<u>Yes</u>
Commissioner Brown	<u>Yes</u>
Mayor Stermer	<u>Yes</u>

**CONSENT BY**  
**THE CITY OF WESTON**  
**TO THE ASSIGNMENT AND ASSUMPTION OF THE AGREEMENT**  
**BETWEEN**  
**THE CITY OF WESTON, FLORIDA**  
**AND**  
**GREENSOURCE LANDSCAPE AND SPORTS TURF, INC.**  
**AND**  
**ASSUMPTION OF THE OBLIGATIONS OF THE AGREEMENT BY JUNIPER LANDSCAPING OF**  
**FLORIDA, LLC**

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION ("Consent") is given by the CITY OF WESTON, FLORIDA, a Florida municipal corporation ("City") and Assumption by Juniper Landscaping of Florida, LLC on this 11<sup>th</sup> day of June 2020.

**RECITALS**

**WHEREAS**, the City and Greensource Landscape and Sports Turf, Inc. entered into an Agreement for Parks Maintenance Services-Parks Group A on May 29, 2020 ("Agreement").

**WHEREAS**, Greensource Landscape and Sports Turf, Inc. ("Assignor") and Juniper Landscaping of Florida, LLC ("Assignee") have entered into a Purchase Agreement dated April 1, 2020 ("Purchase Agreement") for the sale by Assignor to Assignee of the customer contracts and other operating assets of the Assignor.

**WHEREAS**, Section 8.9, Assignment, Non-transferability of Agreement provides as follows:

- A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an agreement is to be terminated in such instances.

\* \* \*

**WHEREAS**, pursuant to a letter dated May 7, 2020, Assignor requested the City's consent to the Assignment of the Agreement.

**WHEREAS**, Assignee assumes all of the rights and obligations of Assignor under the Agreement and accepts all of the terms and conditions thereof.

## CONSENT AND ASSUMPTION


Section 1: The City hereby consents to the assignment by Assignor to Assignee of all rights and obligations of Assignor under the Agreement, and the assumption by Assignee of all rights and obligations of Assignor under the Agreement.


Section 2: Assignee hereby assumes all of the rights and obligations of Assignor under the Agreement and accepts all of the terms and conditions thereof.


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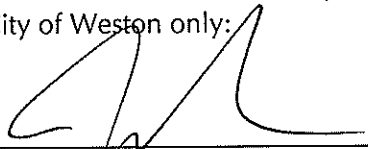
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IN WITNESS WHEREOF, the parties hereto have made and executed this CONSENT TO ASSIGNMENT AND ASSUMPTION on the respective dates under each signature: City of Weston, through its City Commission, signing by and through its Mayor, authorized to execute same.

CITY OF WESTON:  
By:   
Daniel J. Stemmer, Mayor  
15<sup>th</sup> day of June, 2020

CITY OF WESTON, through its City Manager  
By:   
Donald P. Decker, City Manager/CEO  
17<sup>th</sup> day of JUNE, 2020

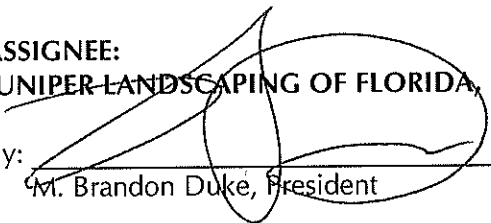
ATTEST:  
  
Patricia A. Bates, MMC, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:  
  
Jamie Alan Cole, City Attorney  
15<sup>th</sup> day of June, 2020

(CITY SEAL)

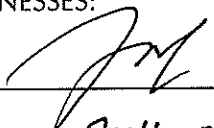
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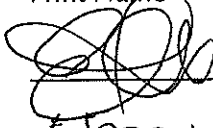
ASSIGNEE:  
JUNIPER LANDSCAPING OF FLORIDA, LLC

By:   
M. Brandon Duke, President

26<sup>th</sup> day of May, 2020

WITNESSES:

  
\_\_\_\_\_  
Julia Petrov  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Ebony Edwards  
\_\_\_\_\_  
Print Name