

Meter Services Agreement

This AGREEMENT, made and entered into this 1st day of October, 2024, (the "Effective Date") by and between Inframark, LLC, a Texas limited liability company with offices located at 2002 West Grand Parkway North, Suite 100, Katy, Texas 77449 (hereinafter called "Inframark"), and the City of Margate (hereinafter called the "CITY"), with its principal place of business located at 5790 Margate Boulevard, Margate, FL 33063.

WHEREAS, the CITY provides utility services to its customers located in the CITY and its surrounding areas; and

WHEREAS, the CITY desires the utility services to be performed by a contractor; and

WHEREAS, in response to the CITY's inquiries, Inframark represents that it has substantial experience in performing timely and accurate meter reading services, it is capable of providing the services described by the CITY and it is qualified to do business in the State of Florida.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed that Inframark, as an independent contractor, is hereby engaged, authorized and instructed by the CITY to perform the services described herein and the CITY agrees to pay and Inframark agrees to accept payments as specified herein as compensation therefore.

1.0 RECITALS AND TERM OF AGREEMENT

- 1.1 The above recitals are true and correct and are incorporated herein by this reference. This AGREEMENT shall commence on the 1st day of October, 2024 and end the 30th day of September 2025. However, by mutual consent of the City and Inframark, the contract may be extended for four (4) additional one (1) year periods providing both parties agree thereto in writing; and all terms, conditions and specifications remain the same.
- 1.2 This AGREEMENT may be terminated by the CITY for cause or without cause upon thirty (30) calendar days written notice provided to Inframark. This Agreement may be terminated by Inframark without cause upon sixty (60) calendar days written notice to CITY. Upon receipt by either party of such written notice of termination, Inframark shall complete any work assignments, which are incomplete at the time Inframark receives notice of termination; in accordance with the terms of the AGREEMENT, and shall thereafter immediately cease providing the services contemplated by this AGREEMENT.
- 1.3 Either party has the right to terminate this AGREEMENT upon written notice if the other party becomes insolvent, is the subject of or participates in an assignment of assets of the benefit of creditors, or if either files or becomes the subject of an involuntary petition for bankruptcy.
- 1.4 Any work assignments, which are incomplete at the expiration of the AGREEMENT, shall be complete by Inframark in accordance with the terms of this AGREEMENT, if requested by the CITY; Inframark shall receive payment for work it performs after expiration of the AGREEMENT in accordance with Section 9 herein.

1.5 The parties shall not assign any interest in this AGREEMENT without the prior written consent of the other.

2.0 SCOPE OF SERVICES PROVIDED AND RESPONSIBILITIES OF PARTIES

2.1 During the term of this AGREEMENT, Inframark will furnish all supervision, labor, tools, equipment, permits, licenses, fees, taxes, services and transportation necessary for the performance of the services provided hereunder.

2.2 Inframark shall perform water meter disconnections between 8:00 a.m. and 4:00 p.m., Monday through Thursday as set forth herein upon request of the CITY. Inframark shall perform restoration of disconnected services as directed in writing by the CITY. Inframark shall perform such restoration services during the following days and times:

- Monday through Thursday, until 10:00 p.m.
- Fridays, until 7:00 p.m. on Friday, and
- Saturdays, between the hours of 12:00 p.m. and 3:00 p.m.

Disconnection of water service shall be accomplished by closing and locking valve or curb stop at the water meter. Inframark shall report, within one business day of discovery, all defective meters, meter boxes, and lids to the CITY in order that the required repairs may be scheduled.

2.3 Inframark must furnish trained personnel, who have had a criminal background check completed and any necessary screening and testing to comply with the State of Florida Drug-Free Workplace requirements necessary to complete the work, and is solely responsible for insuring that its employees have the necessary skill, knowledge, training, and experience to perform the services set forth herein and safely so as not to injure or endanger the CITY, its employees, or any third party. Inframark is solely responsible for informing and training its employees of the dangers resulting from contacting or coming in close proximity to energized electric wiring or equipment while performing the work required by this AGREEMENT. Training material and methods are subject to approval by the CITY. Prior to initiation of work under this contract, Inframark will provide the CITY with a detailed training plan and commitment to appropriate employee training. Inframark shall notify the CITY in advance of training, specifying the time and location of training so that it can be monitored.

2.4 Inframark is an independent contractor and will provide full time supervision of all Personnel. Responsibilities include but are not limited to arranging for work assignments.

2.5 Inframark may perform other meter-related activities to include meter installation and removal and meter box replacement. and other additional services beyond the Services set forth herein upon the mutual consent of both Parties evidenced by a purchase order signed by CITY. The parties shall separately negotiate the costs of any such additional services.

- 2.6. Inframark will notify the CITY, within one business day of discovery, any hazardous or irregular situations observed on the CITY water system, including without limitation, suspected meter tampering, cut or deteriorated meter seals, equipment or facility malfunctions, and actual or potential safety problems, such as broken meter hoods and loose meter covers. Inframark shall diligently undertake to observe conditions or circumstances that may indicate the receipt of water without proper metering and notify the CITY. Inframark shall not disclose to any person information provided by the CITY concerning methods of water diversion or theft. Notwithstanding any requirements imposed by this subsection, Inframark shall not be responsible for any damages, fines, or penalties, either directly to the CITY or as an indemnitor, for any failure to provide notification in accordance with this subsection.

3.0 PERSONNEL

- 3.1 Inframark is solely responsible for insuring that its employees have the necessary skill, knowledge, training and experience to perform the services set forth herein safely so as not to injure or endanger the CITY, its employees, or any third party. Inframark shall also be solely responsible to furnish Inframark employees with competent supervision and safe, sufficient, and adequate tools and equipment, so that this agreement may be performed in a safe and efficient manner.
- 3.2 As required by law, Inframark will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or physical handicap.
- 3.3 Inframark shall observe all applicable safety rules, laws, regulations and methods applicable to its operations, including OSHA, Florida Department of Transportation, and Florida Department of Agriculture requirements. Inframark shall observe all applicable safety rules including without limitation the provisions of the National Electrical Safety Code, laws, regulations and methods to prevent injury to Inframark's employees, agents, or subcontracts or other persons and to prevent damage to the property of the CITY or third parties including the public. Inframark will pay all taxes imposed upon the wages of its employees and provide Worker's Compensation and other benefits as required by law.
- 3.4 Transportation for Inframark employees will be provided by Inframark and/or its employees. Inframark work trucks shall be identified and bear Inframark's company name and logo.
- 3.5 Inframark employees shall wear an Inframark uniform for purposes of identification. All uniforms will be maintained in a neat and clean condition at all times, and torn, worn or soiled uniforms shall not be worn while performing responsibilities under this AGREEMENT. In addition, all Inframark employees will carry with them identification, identifying them as authorized employees of Inframark.

4.0 PERFORMANCE

- 4.1 Inframark alone is responsible for the standard and quality of work performed by its employees or agents under this AGREEMENT.
- 4.2 Any right of inspection granted to the CITY does not grant or imply the right to control the method or manner in which the work shall be performed. Under no circumstances shall any of Inframark employees or agents be considered employees or agents of the CITY for any purpose whatsoever.
- 4.3 The CITY'S authorized representative shall have access to and be permitted to observe, inspect and review, during normal working hours, all work performed under this AGREEMENT. The CITY's authorized representative shall also be permitted to observe, inspect and review Inframark records related to the performance of the AGREEMENT. Inframark agrees to direct all communications required to perform this AGREEMENT only to the CITY's authorized representative.

5.0 CONFIDENTIALITY

- 5.1 Inframark will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose or communicate to any person, firm or corporation, in any manner whatsoever, any confidential information of any kind, nature, or description concerning any matters effecting or relating to the business of the CITY, its manner or operation, or its plans, processes, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material or important. None of the restrictions stated in this paragraph shall apply to information available to the general public or to testimony, records, documents, information or material which are required to be disclosed pursuant to law; disclosures to and communication with third parties which are necessary to perform the work required by this AGREEMENT. This provision is subject to compliance with Florida's Public Records Laws, Chapter 119, Florida Statutes. Notwithstanding the provisions of this paragraph, Inframark may list the CITY as an Inframark customer and provide a general description and magnitude of services for purposes of business

6.0 USES AND OWNERSHIP

- 6.1 Unless stated differently herein, all materials, reports and documents directly related to the services provided shall be the property of the CITY and Inframark shall treat such as confidential and shall not use such except on CITY's behalf. Any computer programs developed or purchased by Inframark for use in execution of the services required by this AGREEMENT shall remain the property of Inframark. Upon written request by the CITY, Inframark shall provide the public with access during normal business hours to all materials, reports and documents directly related to the performance of this AGREEMENT so as to assist the CITY in compliance with Chapter 119, Florida Statutes.

7.0 INDEMNIFICATION

- 7.1 Inframark shall assume liability for damage or loss resulting from wrongful acts or negligence of its employees, agents or subcontractors.
- 7.2 Inframark shall indemnify and save harmless the City from and against all claims, suits, actions, damages or causes of action arising during the term of this Agreement for any personal injury, loss of life, or damage to property sustained by reason or as a result of the negligence or willful misconduct of Inframark under this Agreement, or its agents, sub-contractors, employees, invitees, and all other persons, and from and against any orders, judgments, or decrees which may be entered thereto and from and against all costs, attorney fees, expenses and liabilities incurred in or by reasons of the defense of any such claim, suit, or action and the investigation thereof.
- 7.3 Nothing in this Agreement shall be deemed or treated as a waiver by CITY of any immunity to which it is entitled by law, including but not limited to the CITY's sovereign immunity as set forth in Section 768.28, Florida Statutes.

8.0 INSURANCE

- 8.1 Inframark shall at its own expense purchase and maintain during all times covered by this AGREEMENT, or any amendment hereto, and furnish to the CITY, prior to this Agreement being effective, Certificates of Insurance approved by the CITY with the following coverage and shall include, without limitation, (i) commercial general liability and automotive liability, coverage relating to Inframark's performance under this AGREEMENT and (ii) Worker's Compensation Insurance covering all of Inframark's employees as required by law. The general liability and automobile policies shall name the CITY as an additional insured, and shall be primary and non-contributory.

Workmen's Compensation insurance:

- | | | |
|----|-----------------|------------|
| a. | Aggregate/year | \$ 500,000 |
| b. | Each Occurrence | \$ 100,000 |

General Liability - \$1,000,000 to include:

- | | | |
|----|--|-------------|
| a. | General Aggregate | \$1,000,000 |
| b. | Products — Complete Operations Aggregate | \$1,000,000 |
| c. | Personal & advertising injury | \$1,000,000 |
| d. | Each Occurrence | \$1,000,000 |
| e. | Fire Damage | \$ 50,000 |

Business Auto Policy shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.

Each of the above listed coverages or policies shall: (i) be issued by an insurance company which is acceptable to the CITY and licensed to do business in the State of Florida and ruled no less than A-VII by A.M. Best Company; and (ii) provide that said insurance shall not be cancelled unless thirty (30) calendar days prior written notice shall have been received by CITY. In the event the insurance coverage expires prior to the termination of the AGREEMENT, a renewal certificate shall be issued ten (10) calendar days prior to said expiration date. Certificates of insurance shall be delivered to, approved by, and on file with, the CITY prior to commencement of this AGREEMENT and upon each renewal of said insurance. In the event Inframark fails to furnish such insurances as outlined herein, CITY may obtain such necessary insurance policies and the premiums shall be paid by Inframark to the CITY upon demand or the CITY may offset the amount for said premiums from any invoice to be paid by CITY. Inframark shall insure that all subcontractors comply with the same insurance requirements listed herein.

Inframark agrees to waive its right of recovery against the CITY to the extent that Inframark is covered or would have been covered by the Property Insurance coverage that it agreed to in the terms of the Agreement.

9.0 COMPENSATION

- 9.1 For the period beginning on October 1, 2024 through September 30, 2025, the City shall pay Operator the Annual Compensation of \$202,426.00, which shall be paid in equal monthly installments of \$16,869.00. For any extensions of the Agreement thereafter, the Annual Compensation shall be adjusted as set forth in Section 9.4 of the Agreement.
- 9.2 The CITY will be invoiced by the 10th day of each month for the preceding month. Invoices are due upon receipt and are considered late upon 30 days from date of invoice. Any and all late payments due to either party from the other party shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by Applicable Law, whichever is less, from the original due date and until payment is received.
- 9.3 If upon audit or further examination by the CITY or by Inframark, it is found that Inframark charged the CITY more or less than is due under the AGREEMENT, Inframark shall within thirty (30) calendar days of such notice to refund the amount of any overcharge received or the CITY shall pay the amount of any undercharge within thirty (30) calendar days of such determination. In lieu of a refund, such adjustments may be applied to offset amounts due on the next Inframark invoice and such refund offset shall be clearly identified on the remittance to Inframark.

- 9.4 During the initial term of this agreement, and any extensions as mutually agreed by both parties, fees included in Section 9.2 shall be increased on an annual and compounded basis, by the lesser of 4% or the Price Index Increase. In no event shall the Fees be reduced by virtue of this Section. The "Price Index Increase" shall mean the percentage increase between the Price Index in effect on each and every Adjustment Date (each October 1 following the execution of the Agreement) over the Price Index in effect as of the commencement date of this Agreement. The "Price Index" shall mean the Consumer Price Index for all Urban Consumers (CPI-U) for the US City Average for all Services, 1982-84=100 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics. No later adjustments or re-computations, retroactive or otherwise, may be made to any annual increase due to revision of the Price Index subsequently made in the first published figure of the Price Index for any year.

10.0 COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 Inframark shall comply with all federal, state, and local laws applicable to the performance of its work under this AGREEMENT, and defend, indemnify and save harmless the CITY, its officers, agents, servants, and employees against civil penalties arising from or based upon the violation of such laws. Indemnification for civil penalties herein shall be under the same terms as indemnification in Section 7.0.
- 10.2 Inframark agrees that it will promptly pay any and all state sales tax due on the payments made by the CITY to Inframark for products and services provided by Inframark and that it will pay all other taxes, including but not limited to occupational licenses and permits relation to the operation of Inframark's business, which are required by law.

11.0 HEADINGS

Headings used in the AGREEMENT are provided solely for reference, and shall not in any manner affect the meaning or interpretation of the AGREEMENT.

12.0 INDEPENDENT CONTRACTOR

- 12.1 This AGREEMENT does not constitute and shall not be construed as constituting a partnership or joint venture between Inframark and the CITY. Neither party shall have any right to obligate or bind the other party in any manner whatsoever and nothing herein shall give, or be intended to give any rights of any kind to any third party. Inframark and the CITY recognize and agree that they are independent parties with no express or implied authority to act for the other, except as expressly provided in the AGREEMENT or any addendum thereto.
- 12.2 Nothing contained in the AGREEMENT or in bond or in any certificate or policy of insurance or in any provision of indemnity shall be construed to constitute a waiver by the CITY of any provision, substantive or procedural, of federal, state, or local law affording the CITY protection from, or limitation of, liability, especially as specified in Florida Statute Section 768.28.

13.0 EVENTS OF DEFAULT, CURE, GOVERNING LAW AND VENUE

- 13.1 In the event of default or breach by either party with respect to performance of its duties and obligations established by this AGREEMENT, the other party will have available to it all remedies permitted by the laws of the State of Florida. Notwithstanding the aforesaid, it is understood and agreed that this AGREEMENT may be terminated for default or breach. Before such termination shall become effective, that non-defaulting party must provide thirty (30) calendar days written notice to the defaulting party, during which thirty (30) calendar day period the defaulting party shall be given the opportunity to cure the default. For the avoidance of doubt, the CITY may terminate this AGREEMENT without cause in accordance with paragraph 1.2.
- 13.2 In the event that a dispute arises under this AGREEMENT between the parties and such dispute results in legal proceedings, the prevailing party in any such legal proceedings shall be entitled to recover all reasonable costs and expenses, court cost, attorney's fees at all judicial levels.
- 13.3 This AGREEMENT shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 13.4 Waiver of Jury Trial: The parties to this AGREEMENT hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

14.0 AUTHORIZED REPRESENTATIVES

On or before the Commencement Date, the CITY and Inframark shall each designate authorized representatives (each an "Authorized Representative") to administer this AGREEMENT. Either party to the AGREEMENT shall provide written notice to the other party of any change to the Authorized Representatives no less than fifteen (15) calendar days prior to said change.

15.0 NOTICES

All notices shall be in writing and shall be deemed given when mailed by certified mail or delivered in person. Notices required to be given to Inframark will be addressed to:

Inframark, LLC
2002 West Grand Parkway, Suite 100
Katy, TX 77449
ATTN: John Eddlemon

With a copy to: Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
Attn: Legal Department Notices required to be given to the CITY will be
addressed to:

CITY: City of Margate
ATTN: Finance Director
5790 Margate Blvd
Margate, FL 33063

With a copy to: City of Margate
ATTN: Utility Accounting Manager
901 NW 66th Avenue
Margate, FL 33063

And City of Margate
ATTN: City Attorney
5790 Margate Blvd
Margate, FL 33063

16.0 SUCCESSORS

This AGREEMENT shall inure to the benefit of and be binding upon the successors, and assigns of the parties hereto, except as expressly limited herein.

17.0 ASSIGNMENT

Neither the CITY nor Inframark shall assign, sublet or transfer their interest in this AGREEMENT without the written consent of the other. No assignment or delegation of duties under this AGREEMENT will be effective without the written consent of the CITY.

18.0 ENTIRE UNDERSTANDING, MERGER, MODIFICATION

This AGREEMENT reflects the entire understanding of the subject matter hereof by the parties and supersedes all prior agreements, representations or understandings between the parties hereto. This AGREEMENT may not be modified or amended except by a written instrument signed by both parties.

19.0 BINDING EFFECT

This AGREEMENT shall not be binding until executed by both parties.

20.0 SEVERABILITY

If any clause, paragraph or other provision of the AGREEMENT is found to be illegal, invalid, or unenforceable under present or future laws effective during the term of this AGREEMENT, then in that event, it is the intention of the parties hereto that the remainder of this AGREEMENT shall not be affected thereby.

21.0 EFFECTIVE DATE

This AGREEMENT shall become binding on the parties upon the "Effective Date," but only after having been signed by the appropriate parties for both sides and after approval by the City Commission of the CITY in accordance with its normal procedure for approving contracts of this type.

22.0 E-Verify

1) Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
- c) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

23.0 Noncoercion Affidavit

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Inframark is required to provide an affidavit under penalty of perjury attesting that Inframark does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

24.0 Scrutinized Companies

Inframark certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Florida Statutes. In addition, Inframark agrees to observe the requirements of Section 287.135, Florida Statutes, for applicable sub-agreements entered into for the performance of work under this agreement. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this agreement, for cause, if Inframark, its affiliates, or its subcontractors are found to have submitted a false certification; or if Inframark, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the agreement. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25.0 Public Records

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Inframark understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Inframark agrees to:

- a. Inframark agrees to keep and maintain public records in Inframark's possession or control in connection with Inframark's performance under this Agreement. Inframark additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- b. Inframark shall 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 Agreement, and following completion of the Agreement until the records are transferred to City.
- c. Upon request from City custodian of public records, Inframark shall provide City 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- d. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City.
- e. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Inframark or keep and maintain public records required by City to perform the service. If Inframark transfers all public records to City upon completion of this Agreement, Inframark shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Inframark keeps and maintains public records upon completion of this Agreement, Inframark shall meet all applicable

requirements for retaining public records. All records stored electronically by Inframark shall be delivered to City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

- f. Any compensation due to Inframark shall be withheld until all records are received as provided herein.
- g. Inframark's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City.

IF INFRAMARK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO INFRAMARK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

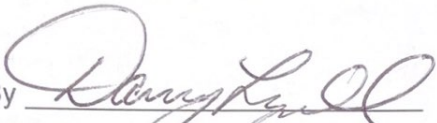
Custodian of Public Records:	JENNIFER M. JOHNSON, CITY CLERK
Mailing address:	5790 Margate Blvd., Margate, FL 33063
Telephone number:	954-935-5327
Email:	<u>jjohnson@margatefl.com</u>

26.0 NONWAIVER

The failure of a party to strictly enforce any provision of the AGREEMENT shall not be deemed a waiver of any right or remedy as to any continuing or future matter. The termination of this AGREEMENT by either party shall not affect or waive any other remedy or right.

IN WITNESS THEREOF, the Parties hereto execute the AGREEMENT by their duty authorized representatives in duplicate, each which shall be deemed an original on the day and year first written above.

INFRAMARK, LLC. a Texas limited liability company:

By 
Print Name: DANNY LYNDAU
Title: VP OPERATIONS - SOUTH

Date: 8/5/2024

CITY OF MARGATE, FLORIDA:

By _____
Tommy Ruzzano, Mayor

Date: _____

By _____
Cale Curtis, City Manager

Date: _____

By _____
Jennifer M. Johnson, City Clerk

Date: _____

By _____
David Tolces, City Attorney

Date: _____