

Agenda Item # C - 6

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

**AGENDA ITEM:** APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH HAVERLAND AG INNOVATIONS, INC. (F/K/A STO LANDSCAPE SERVICES, INC.) FOR ANNUAL TURF MAINTENANCE SERVICES AT THE KATZ SOCCER COMPLEX AT A COST NOT TO EXCEED \$64,236.00 AND BY PIGGYBACKING THE VILLAGE OF NORTH PALM BEACH TERM CONTRACT BY RESOLUTION # 2019-51, WHICH IS CURRENTLY IN EFFECT THROUGH OCTOBER 1, 2023. THIS ITEM IS BUDGETED IN ACCOUNT #001-7200-572-34-90

**ISSUE:** Due to the extensive use of the multi-use fields by both youth and adult programs at the Katz Soccer Complex, staff is requesting that the Village obtain and utilize an independent contractor to maintain the level of service required for the safe use of these facilities in the most cost effective manner.

Staff is requesting approval and authorization to piggyback off of the Village of North Palm Beach Contract dated June 27, 2019 awarded through Request for Proposals for Athletic Field Bermuda Turf Maintenance Services, effective for an initial three-year term with two one-year renewals optional at the same unit prices provided therein.

**RECOMMENDED ACTION:** Staff recommends approval.

Initiator:	Village Manager	Agenda	Village Council
	Approval:	Date:	Action:
Director of Parks and Recreation		10/20/22	

**PROVISION OF SERVICES AGREEMENT BETWEEN THE VILLAGE OF ROYAL PALM  
BEACH AND HAVERLAND AG INNOVATIONS, INC.**

**THIS AGREEMENT**, entered into on the \_\_\_\_ day of October 2022, effective immediately, by and between the Village of Royal Palm Beach, a municipal corporation with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, organized in accordance with the laws of Florida, hereinafter referred to as the “VILLAGE” and Haverland AG Innovations, Inc., a Florida Corporation having a principal place of business address at 3541 High Ridge Road, Boynton Beach, Florida 33426, hereinafter referred to as “HAVERLAND”.

**WHEREAS**, HAVERLAND (f/k/a STO Landscape Services, Inc.) submitted a proposal for Athletic Field Bermuda Turf Maintenance Services pursuant to the Village of North Palm Beach’s Request for Proposals (“RFP”) for Athletic Field Turf Maintenance, and pursuant thereto, on June 27, 2019 was awarded a contract for the provision of such services, which agreement remains current and active; and

**WHEREAS**, the VILLAGE desires to enter into a new agreement with HAVERLAND for Athletic Field Turf Maintenance Services based on the same scope of services and payment/fee structure as that contained in HAVERLAND’S current agreement with the Village of North Palm Beach; and

**WHEREAS**, HAVERLAND is likewise desirous of entering into a new agreement with the VILLAGE for Athletic Field Turf Maintenance Services based on the same scope of services and payment/fee structure as that contained in HAVERLAND’S current agreement with the Village of North Palm Beach; and

**WHEREAS**, entering into such an agreement with HAVERLAND will be in the best interest of the VILLAGE.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. **Recitals:** The above recitals are true and correct and are incorporated herein by reference.

2. **Scope of Services:** HAVERLAND shall perform Athletic Field Turf Maintenance Services for the VILLAGE and provide all services, work, and products that are necessary to fulfill its obligations as set forth in the Village of North Palm Beach RFP and HAVERLAND’S submitted response thereto and the price proposal for Katz Soccer Complex dated September, 7, 2022, all of which is attached hereto as Exhibit “A” and fully incorporated herein by reference, and in accordance with Sec. 6-197 of the VILLAGE Code of Ordinances.

HAVERLAND agrees, warrants, covenants, and represents that all products, work, and services that it shall perform pursuant to this agreement, including any work done by its subcontractors or at its direction, shall be free from all defects and done in a workmanlike manner. HAVERLAND warrants the merchantability and fitness of the products and services as contemplated in this agreement.

HAVERLAND agrees to supply to the VILLAGE adequate personnel to provide timely completion of all services contemplated by this agreement. The parties hereto agree that time is of the essence, and HAVERLAND agrees to provide the services that are provided for in this agreement in a timely fashion.

HAVERLAND may utilize subcontractors for the provision of services under this agreement. The VILLAGE reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor. If a subcontractor fails to perform as required by this agreement and it is necessary to replace the subcontractor in order to provide services as required, HAVERLAND shall promptly do so, subject to acceptance of the new subcontractor by the VILLAGE.

In performance of its obligations hereunder, HAVERLAND agrees to comply with all applicable laws, rules, regulations, orders, codes, criteria, and standards, whether local, state or federal.

HAVERLAND warrants and represents that all of its employees, as well as those of any subcontractors, are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

3.       **Compensation:** Pursuant to the Village of North Palm Beach RFP and HAVERLAND'S submitted response thereto, compensation to HAVERLAND shall be in an amount not to exceed Sixty-four Thousand Two Hundred Thirty-six Dollars (\$64,236.00) for Athletic Field Turf Maintenance Services provided at the unit rates provided in Exhibit "A". The parties to this Agreement understand that the VILLAGE is a tax-exempt organization; nothing herein, however, shall exempt HAVERLAND from paying all of its taxes pursuant to this agreement.

4.       **Term / Renewal:** The initial term of this agreement shall expire on October 1, 2023 and shall be renewable, at the VILLAGE'S option, for one (1) additional one (1) year term. This agreement and any renewals thereto are subject to annual appropriations by the VILLAGE, and this agreement is subject to fiscal funding by the VILLAGE.

5.       **Insurance:** HAVERLAND shall maintain all insurance as is required by the Village of North Palm Beach RFP. Prior to commencing any work, performing services, or supplying products, HAVERLAND shall provide the VILLAGE with proof of such insurance coverage. In addition,

HAVERLAND agrees to provide to the VILLAGE such other insurance with such coverage amounts and deductibles as requested by the VILLAGE.

6. **Indemnity:** HAVERLAND agrees to protect, defend, indemnify, and hold harmless the VILLAGE, its employees, and representatives from any and all claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and court costs, including appeals, for which the VILLAGE, its employees, and representatives can or may be held liable to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of HAVERLAND, its employees, or agents arising out of or connected with this agreement. Nothing contained herein shall be construed or interpreted as consent by the VILLAGE to be sued, nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in Section 768.28, *Florida Statutes*.

7. **Termination:** This agreement may be terminated by HAVERLAND upon ninety (90) days' prior written notice to the VILLAGE in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this agreement through no fault of HAVERLAND. This Agreement may be terminated by the VILLAGE, with or without cause, upon ninety (90) days' written notice to HAVERLAND. Unless HAVERLAND is in breach of this Agreement, HAVERLAND shall be paid for services and products rendered to the VILLAGE'S satisfaction up to the date of termination. After receipt of a termination notice, and except as otherwise directed by the VILLAGE, HAVERLAND shall stop work on the date specified. HAVERLAND shall not be entitled to any claim of loss of profits from a termination by the VILLAGE.

8. **Force Majeure:** Neither the VILLAGE nor HAVERLAND shall be considered to be in breach or default of this agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riots, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an

Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this agreement.

9. **Waiver:** A waiver by either the VILLAGE or HAVERLAND of any breach of this agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach. Further, a written waiver in part shall not constitute a waiver of any other part of this agreement.

10. **Severability:** The invalidity, illegality, unenforceability of any provision of this agreement, or the occurrence of any event rendering any portion or provision of this agreement void shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement, and the balance of the agreement shall be construed and enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire agreement from being void should a provision, which is of the essence of the agreement, be determined to be void.

11. **Applicable Law / Venue:** This agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this agreement, venue shall lie in Palm Beach County, Florida.

12. **Notice:** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

To the VILLAGE: Attn: Raymond C. Liggins, Village Manager, Village of Royal Palm Beach, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411;

To HAVERLAND: Attn: Kelly Haverland, President, Haverland AG Innovations, Inc., 3541 High Ridge Road, Boynton Beach, FL 33426.

Notices shall be effective when sent to the addresses as specified above and as provided here in. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when sent with a printed confirmation of receipt of the same; however, facsimile transmission received

(i.e., printed) after 6:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed certified mail return receipt requested. All mail shall be deemed received upon five (5) business days. The parties may also use overnight delivery services such as Federal Express, however all such services must have confirmation of delivery. Notice shall be deemed effective under this type of service when received.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of HAVERLAND and the VILLAGE.

13.     **Binding Effect:** This agreement is binding upon the parties hereto, their heirs, successors, and assigns.

14.     **Agreement Drafting:** This agreement shall not be construed against the party who drafted the same as all parties to this agreement have had legal and business experts review the adequacy of the same.

15.     **Entire Agreement:** the VILLAGE and HAVERLAND agree that this agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the VILLAGE and HAVERLAND pertaining to this agreement, whether written or oral. None of the provisions, terms, and conditions contained in the agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

16.     **Amendments:** This agreement may not be modified or amended unless such modifications or amendments are evidenced in writing, signed by both the VILLAGE and HAVERLAND. Such modifications shall be in the form of a written amendment executed by both parties with the same formality as this agreement is executed.

17.     **Office of Inspector General:** Pursuant to Palm Beach County Code Sec. 2-421—2-432., Palm Beach County established the Office of Inspector General, which is authorized and empowered to review past, present, and proposed VILLAGE agreements, contracts, transactions, accounts and records. All parties doing business with the VILLAGE will fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the VILLAGE, its officers, agents,

employees, and lobbyists in order to ensure compliance with this Agreement, and to detect waste, corruption, and fraud.

18. **Public Records:** In accordance with Sec. 119.0701, Florida Statutes, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, Florida Statutes. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, Florida Statutes, and other penalties under Sec. 119.10, Florida Statutes. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

**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, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5102, OR AT [ddisanto@royalpalmbeach.com](mailto:ddisanto@royalpalmbeach.com), OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FLORIDA 33411.**

19. **Conflicts of Interest:** This agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the VILLAGE, the Palm Beach County Code of Ethics and Ch. 112, Part III, *Florida Statutes*. During the term of this agreement and any renewals or extensions thereof, HAVERLAND shall continue to disclose to the VILLAGE any possible conflicts of interests. HAVERLAND duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the VILLAGE.

**IN WITNESS WHEREOF**, the VILLAGE and HAVERLAND have executed this agreement all as of the day and year first above written.

WITNESSES (HAVERLAND)

HAVERLAND AG INNOVATIONS, INC.

1 \_\_\_\_\_

\_\_\_\_\_  
Kelly Haverland, President

2 \_\_\_\_\_

\_\_\_\_\_  
Printed Name

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

WITNESS (VILLAGE)

VILLAGE OF ROYAL PALM BEACH

1 \_\_\_\_\_

\_\_\_\_\_  
Raymond C. Liggins, P.E.  
Village Manager

ATTEST:



January			Monthly
Milorganite 6-3-0 Fertilization	(1) @ 10 Bags Per Acre	73 Bags	2,180.00
Core Aerification	1		2,889.00
Spot Spray Weed Control	1 X Per Week		1,003.00
16-4-8 w/fe	(1) 5.3 Bags per acre	38.69 Bags	1,363.00
February			
Acephate - Boom Spray	1		1,602.00
21-0-0 Ammonium Sulfate	(1) @ 4 Bags Per Acre	29.20 Bags	1,519.00
Oxidiazon- Boom Spray	1		1,484.00
Boom Spray Weed Control	1		3,733.00
Spot Boom Disease Control	1		1,003.00
March			
Fertilization 15-3-15	(1) @ 6 Bags Per Acre	11 Bags	2,228.00
Spot Spray Weed Control	1 X Per Week		1,003.00
Gypsum	1	40 Bags/acre	6,957.00
Command	0	1500 Lbs Acre	na
Calcium	0	5.2 Bgas /acre	na
soil test	1		175.00
April			
Verticut & Vacuum	0		na
Topdress 80/20 Mix	0	0	na
0-0-22 Sul-Po- Mag	(1) @ 4 Bags Per Acre	29.2 Bags	2,117.00
Milorganite 6-3-0	(1) @ 10 Bags Per Acre	73 Bags	2,179.00
Boom Spray Weed Control	1		3,138.00
Spot Boom Spray	1		1,944.00
May			
Core Aerification	1		2,888.00
16-8-4 w/fe	(1) @ 5.3 Bags per Acre	38.69 Bags	1,363.00
Oxiadon	1		1,484.00
Spot Spray Weed Control	1 X Weekly		1,003.00
June			
Top Choice	1 @ 87 Lbs Per Acre	10.4 Bags	2,947.00
21-0-0 Ammonium Sulfate	1 @ 4 Bags Per Acre	29.2 Bags	1,519.00
Boom Spray Weed Control	1		3,138.00
Spot Spray Weed Control	1 X Weekly		1,003.00
Sulfate of Potash	(1) @ 1.5 Bags Per Acre	11 Bags	1,277.00
Command	0	0	na
July			
Core Aerification	1		2,889.00
15-3-15	(1) @ 6 Bags Per Acre	44 Bags	2,238.00
Topdress 80/20 Mix	0	0	na
Spot Spray Weed Control	1 X Per Week		1,003.00

August			
Boom Spray Weeds	1		3,138.00
Spot Boom Spray	1		1,944.00
September			
Core Aerification	1		2,889.00
15-0-15	6 Bags Per Acre	44 Bags	na
Bifenthrin - Spray	1		1,003.00
Spot Spray Weed Control	1 X Per Week		847.00
Soil Test	1		175.00
October			
Oxadiazon - Spray	1		1,484.00
Boom Spray Weed Control	1		3,138.00
Spot Boom Spray Pest Control	1		1,944.00
November			
Core Aerification	1		2,889.00
15-0-15	(1) @ 6 Bags Per Acre	29.2 Bags	1,695.00
0-0-22	(1) @ 4 Bags Per Acre	29.2 Bags	2,117.00
Spot Spray Weed Control	1 X Per Week		847.00
December			
Boom Spray Weed Control	1		3,138.00
Spot Boom Disease Control	1		1,003.00
			<b>87,520.00</b>
Acreage Adjustment	2.11 acres Vs 7.20 acres	Acreage Discount	-23,284.00
<b>TOTAL</b>			<b>\$64,236.00</b>

Community Park is 2.11 acres

Katz Soccer Complex is 7.20 acres