

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

**AGENDA ITEM: Approval and authorization for the Village Manager to execute the “Third Addendum to Provision of Services Agreement Between the Village of Royal Palm Beach and Haverland AG Innovations, Inc.”, to revise the Compensation section of the current Agreement (Section 3) to add additional mowing, edging sand topdressing, verticut and vaccuum services at the Seminole Palms Park Fields and Katz Soccer Complex Fields at the same unit rates as provided in the underlying contract being piggybacked, with such services to be provided through the end of the current term under the Second Addendum**

**ISSUE:** The Village has determined that the full Athletic Field maintenance services needed for the soccer fields at both park sites should be completed through the services provided by the contractor.

The previous compensation limit was set at a not-to exceed \$70,000, with the additional services totaling \$87,894.52 such that the compensation to HAVERLAND shall be in an amount not-to exceed One Hundred Fifty Seven Thousand Eight Hundred Ninety-Four Dollars and Fifty-Two Centers (\$157,894.52) for Athletic Turf Maintenance Services provided as the unit rates provided in Exhibit “A”, including the additional services as set forth in Proposal # 2024-297D and 2024-298D. This agreement will be in place from March 1, 2024 through October 1, 2024.

**RECOMMENDED ACTION:** Staff recommends approval.

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<b>Initiator:</b>	<b>Village Manager</b>	<b>Agenda</b>	<b>Village Council</b>
	<b>Approval:</b>	<b>Date:</b>	<b>Action:</b>
<b>Director of Parks And Recreation</b>		<b>2/15/24</b>	

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

THIS THIRD ADDENDUM TO PROVISION OF SERVICES AGREEMENT BETWEEN THE VILLAGE OF ROYAL PALM BEACH AND HAVERLAND AG INNOVATIONS, INC. (“Third Addendum”) is hereby entered into this \_\_\_\_ day of February, 2024, effective immediately, by and between the Village of Royal Palm Beach, a municipal corporation, (“Village”) having its principal office located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida, 33411; and Haverland AG Innovations, Inc., a Florida corporation having its principal place of business address at 3541 High Ridge Road, Boynton Beach, Florida, 33426 (“Consultant”).

WHEREAS, the Village and Consultant entered into a Provision of Services Agreement Between the Village of Royal Palm Beach and Haverland AG Innovations, Inc. (“Agreement”) on October 26, 2021 with an initial term expiring October 1, 2022 by piggybacking the Village of North Palm Beach’s Request for Proposals (“RFP”) for Athletic Field Turf Maintenance contract awarded June 27, 2019; and

WHEREAS, the Village and Consultant entered into the First Addendum to Provision of Service Agreement Between the Village of Royal Palm Beach and Haverland AG Innovations, Inc. (“First Addendum”) on October 12, 2022 to renew the Agreement through October 1, 2023; and

WHEREAS, the Village and Consultant entered into the Second Addendum to Provision of Service Agreement Between the Village of Royal Palm Beach and Haverland AG Innovations, Inc. (“Second Addendum”) on August 18, 2023 to renew the Agreement through October 1, 2024; and

WHEREAS, the Second Addendum and the underlying contract that the Village is piggybacking off of remain in full force and effect with the Village of North Palm Beach through October 1, 2024; and

WHEREAS, the Village desires to revise the Compensation section of the Agreement (Section 3) to add additional mowing, edging sand topdressing, verticut and vaccuum services at the Seminole Palms Park Fields and Katz Soccer Complex Fields at the same unit rates as provided in the underlying contract being piggybacked, with such services to be provided through the end of the current term under the Second Addendum.

NOW, THEREFORE, and in consideration of mutual terms, conditions, promises, covenants and payments hereinafter set forth, the Village and Consultant agree as follows:

Section 1: Section 3 of the Agreement is hereby amended to provide for additional compensation for the increased scope of work as follows:

**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 One Hundred Fifty Seven Thousand Eight Hundred Ninety-Four Dollars and Fifty-Two Cents (\$157,894.52) for Athletic Field Turf Maintenance Services provided as the unit rates provided in Exhibit "A", including the additional services as set forth in Proposal # 2024-297D and 2024-298D which are hereby attached hereto and incorporated by reference. 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.

Section 2: All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect.

Section 3: This Third Addendum shall be attached to the current Agreement and shall become a part thereof.

IN WITNESS WHEREOF, the parties have executed this Third Addendum on the date set forth above.

WITNESSES:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**HAVERLAND AG INNOVATIONS, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

WITNESSES:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**VILLAGE OF ROYAL PALM BEACH**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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