

Agenda Item # C-14

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 FOUR (4) MULTI-PURPOSE ATHLETIC FIELDS LOCATED IN SEMINOLE PALMS PARK AT A COST NOT TO EXCEED \$70,000 AND BY PIGGYBACKING THE VILLAGE OF NORTH PALM BEACH TERM CONTRACT BY RESOLUTION # 2019-51, WHICH IS IN EFFECT THROUGH OCTOBER 1, 2022. 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, 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		10/21/21	

**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 2021, 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, 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.

HVERLAND 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. HVERLAND warrants the merchantability and fitness of the products and services as contemplated in this agreement.

HVERLAND 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 HVERLAND agrees to provide the services that are provided for in this agreement in a timely fashion.

HVERLAND 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, HVERLAND shall promptly do so, subject to acceptance of the new subcontractor by the VILLAGE.

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

HVERLAND 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 HVERLAND'S submitted response thereto, compensation to HVERLAND shall be in an amount not to exceed Seventy Thousand Dollars (\$70,000.00) 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 HVERLAND from paying all of its taxes pursuant to this agreement.

4. **Term / Renewal:** The initial term of this agreement shall expire on October 1, 2022 and shall be renewable, at the VILLAGE'S option, for two (2) additional one (1) year terms. 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:** HVERLAND 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, HVERLAND shall provide the VILLAGE with proof of such insurance coverage. In addition,

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

6. **Indemnity:** HVERLAND 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 HVERLAND, 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 HVERLAND 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 HVERLAND. This Agreement may be terminated by the VILLAGE, with or without cause, upon ninety (90) days' written notice to HVERLAND. Unless HVERLAND is in breach of this Agreement, HVERLAND 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, HVERLAND shall stop work on the date specified. HVERLAND shall not be entitled to any claim of loss of profits from a termination by the VILLAGE.

8. **Force Majeure:** Neither the VILLAGE nor HVERLAND 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, 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:

Diane DiSanto, Village Clerk

Date: _____



THE VILLAGE OF
North Palm Beach

OFFICE OF THE VILLAGE CLERK

501 U.S. HIGHWAY 1 • NORTH PALM BEACH, FLORIDA 33408-4906

www.village-npb.org • 561-841-3355 • FAX 561-881-7469 • npbclerk@village-npb.org

July 3, 2019

Keely Haverland, CFO
STO Landscape Services, Inc.
9818 U.S. Highway 441
Boynton Beach, FL 33472

Dear Mr. Haverland:

Enclosed for your records is a copy of Resolution 2019-51 which was passed by the Village Council on June 27, 2019. This resolution accepts the proposal submitted by STO Landscape Services, Inc. for athletic field turf maintenance services.

Also enclosed is an original agreement between the Village of North Palm Beach and STO Landscape Services, Inc.

Sincerely,

Tammy Held
Administrative Coordinator

Enclosures

RESOLUTION 2019-51

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY STO LANDSCAPE SERVICES, INC. FOR ATHLETIC FIELD TURF MAINTENANCE SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 21, 2019, the Village issued a Request for Proposals for Athletic Field Bermuda Turf Maintenance Services ("RFP"); and

WHEREAS, the Village received one proposal in response to the RFP; and

WHEREAS, Village Staff recommended accepting the proposal submitted by STO Landscape Services, Inc., the Village's current service provider, based on its cost-effectiveness (no price increase from 2017) and the company's record of past performance; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council accepts the proposal submitted by STO Landscape Services, Inc. to provide landscaping and grounds maintenance services at a total annual cost not to exceed \$199,673.00, with funds expended from Account No. A7321-33491 (Streets & Grounds – Contractual Services). The Village Council further authorizes the Mayor and Village Clerk to execute a contract with STO Landscape Services, Inc. for the performance of such services, a copy of which is attached hereto and incorporated herein.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 27TH DAY OF JUNE, 2019.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

CONTRACT

This Contract is made as of the 27th day of JUNE, 2019, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and STO LANDSCAPE SERVICES, INC., a Florida corporation, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 27-0600946.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the VILLAGE all goods and services requested under the Request for Proposals for **Athletic Field Bermuda Turf Maintenance Services for the Village of North Palm Beach** ("RFP") and as further stated in CONTRACTOR's Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF THE CONTRACTOR

The CONTRACTOR shall provide all goods and services as stated in the Proposal Documents and the Scope of Work referenced therein, which are incorporated herein by reference, in accordance with the CONTRACTOR's Proposal to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the Work is provided.

ARTICLE 2. TERM/COMMENCEMENT DATE

This agreement shall become effective October 1, 2019 and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Article 8. This contract shall automatically renew for two (2) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

ARTICLE 3. VILLAGE'S REPRESENTATIVE

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the Village Public Works Director.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT

A. Generally - The VILLAGE agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR'S Proposal is incorporated herein by reference. The total and cumulative amount of this contract shall not exceed the amount of funds budgeted for these services nor shall said fees exceed the amounts as set forth in the Proposal.

B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

ARTICLE 5. INDEMNIFICATION

A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. The CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in §768.28, Florida Statutes.

ARTICLE 6. PERSONNEL

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of the CONTRACTOR's personnel (and all sub-contractors) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

ARTICLE 7. INSURANCE

A. Prior to execution of this Contract by the VILLAGE the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability, including Professional Liability Errors and Omissions insurance in the amount of \$1,000,000.00 in aggregate to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall. In accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE OF NORTH PALM BEACH as an "Additional Insured".

ARTICLE 8. TERMINATION

This Contract may be cancelled by the CONTRACTOR upon thirty (30) days' prior written notice to the VILLAGE'S representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon thirty (30) days' prior written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the VILLAGE'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS

The VILLAGE and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and the CONTRACTOR.

ARTICLE 10. GOVERNING LAW, VENUE AND REMEDIES

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. The VILLAGE and CONTRACTOR **knowingly, voluntarily and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

ARTICLE 11. EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the VILLAGE shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

A. The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the VILLAGE shall be that of an Independent Contractor and not as employees or agents of the VILLAGE.

B. The CONTRACTOR does not have the power or authority to bind the VILLAGE in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 13. NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 14. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 15. AUTHORITY TO CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE'S representative upon request.

ARTICLE 16. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 17. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 18. MODIFICATIONS OF WORK

A. The VILLAGE reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the VILLAGE'S notification of a contemplated change, the CONTRACTOR shall, in writing, provide a detailed estimate for the increase or decrease in cost due to the contemplated change.

B. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the VILLAGE, provided, however, modifications to the Scope of Work based solely on the unit pricing set forth in the Proposal shall not require a formal amendment to this Contract and may be approved in writing by the Village Manager.

ARTICLE 19. NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, Florida 33408
Attention: Andrew Lukasik, Village Manager

and if sent to the CONTRACTOR shall be mailed to:

STO Landscape Services, Inc.
9818 U.S. Highway 441
Boynton Beach, Florida 33472
Attention: Keely Haverland, CFO

ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT

The VILLAGE and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except in accordance with Article 18 (Modifications of Work).

ARTICLE 21. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

ARTICLE 22. WAIVER

Failure of the VILLAGE to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of VILLAGE'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 23. PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 24. MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 25. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the VILLAGE and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 26. DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the VILLAGE which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the VILLAGE of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 27. AUDITS

If applicable, the Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, United States Department of Energy or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion.

ARTICLE 28. LEGAL EFFECT

This Contract shall not become binding and effective until approved by the VILLAGE Council of the VILLAGE of North Palm Beach its designated representative.

ARTICLE 29. REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Agreement has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 30. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof, may demand and obtain records and testimony from the CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

ARTICLE 31. PUBLIC RECORDS

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: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
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 VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records 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 information technology systems of the VILLAGE.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

CONTRACTOR:

STO LANDSCAPE SERVICES, INC.

BY: *Keely Haverland*

Print Name: Keely Haverland

Title: CFO



VILLAGE OF NORTH PALM BEACH

BY: *Darryl A. Abrey*
DARRYL A. ABREY,
MAYOR

ATTEST:

BY: *Melissa Teal*
MELISSA TEAL,
VILLAGE CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

BY: *[Signature]*
VILLAGE ATTORNEY



Purchase Order

Fiscal Year 2021 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **101646**

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Village of North Palm Beach
501 U.S. Highway One
Attn: Finance Department
North Palm Beach, FL 33408

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HAVERLAND AG INNOVATIONS INC
10670 HERITAGE FARMS ROAD
LAKE WORTH FL 33449

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STREET MAINTENANCE
VILLAGE OF NORTH PALM BEACH
645 PROSPERITY FARMS ROAD
NORTH PALM BEACH FL 33408-4799

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
						PUBLIC WORKS DEPARTMENT	
Date Ordered	PO Expiration Date	Vendor #	Freight Method/Terms		Department/Location		
10/12/2020	09/30/2021	11166			STREET MAINTENANCE		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	LANDSCAPE SERVICE						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	SALES AND USE TAX EXEMPTION CERTIFICATE #85-8012646341C-6 EXPIRES 6/30/2022						
1	BLANKET PURCHASE ORDER FOR LANDSCAPE SERVICES FOR ATHLETIC FIELD TURF MAINTENANCE, AS PER RES # 2019.51 A7321 - 33491			1.0	EACH	\$199,673.000	\$199,673.00
	***** GL SUMMARY *****						
	A7321 - 33491						\$199,673.00

By *A. Amico*
Finance Director

VENDOR COPY

Total Ext. Price	\$199,673.00
PO Total	\$199,673.00



Purchase Order

Fiscal Year 2020

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **101410**

BILL TO

Village of North Palm Beach
 501 U.S. Highway One
 Attn: Finance Department
 North Palm Beach, FL 33408

VENDOR

STO LANDSCAPE SERVICES, INC.
 9819 STATE ROAD 7
 BOYNTON BEACH FL 33472

SHIP TO

STREET MAINTENANCE
VILLAGE OF NORTH PALM BEACH
 645 PROSPERITY FARMS ROAD
 NORTH PALM BEACH FL 33408-4799

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
						PUBLIC WORKS DEPARTMENT	
Date Ordered		PO Expiration Date		Vendor #		Department/Location	
10/16/2019		09/30/2020		9868		STREET MAINTENANCE	
Item#		Description/Part No.		Qty		UOM	
		LANDSCAPE SERVICE					
		The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
		SALES AND USE TAX EXEMPTION CERTIFICATE #85-8012646341C-6 EXPIRES 6/30/2022					
1		PURCHASE ORDER FOR LANDSCAPING SERVICES FOR THE ATHLETIC FIELDS TURF MAINTENANCE, AS PER RESOLUTION # 2019-51		1.0		EACH	
		A7321 - 33491				\$199,673.00	
						\$199,673.00	
		***** GL SUMMARY *****					
		A7321 - 33491				\$199,673.00	

By *A. Amico*
 Finance Director

VENDOR COPY

Total Ext. Price	\$199,673.00
PO Total	\$199,673.00



Purchase Order

Fiscal Year 2019 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **101095**

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Village of North Palm Beach
501 U.S. Highway One
Attn: Finance Department
North Palm Beach, FL 33408

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STO LANDSCAPE SERVICES, INC.
9819 STATE ROAD 7
BOYNTON BEACH FL 33472

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STREET MAINTENANCE
VILLAGE OF NORTH PALM BEACH
645 PROSPERITY FARMS ROAD
NORTH PALM BEACH FL 33408-4799

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference PUBLIC WORKS DEPARTMENT	
Date Ordered 11/01/2018		PO Expiration Date 09/30/2019		Vendor # 9868		Department/Location STREET MAINTENANCE	
Item#		Description/Part No.		Qty		UOM	
1		LANDSCAPE SERVICES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading SALES AND USE TAX EXEMPTION CERTIFICATE #85-8012646341C-6 EXPIRES 6/30/2022 PURCHASE ORDER FOR LANDSCAPE SERVICES FOR ATHLETIC FIELD TURF MAINTENANCE SERVICES. RESOLUTION 2017-104 A7321 - 33491 \$199,673.00 ***** GL SUMMARY ***** A7321 - 33491 \$199,673.00		1.0		EACH	
						Unit Price \$199,673.000	
						Extended Price \$199,673.00	

By *A. Amador*
Finance Director

VENDOR COPY

Total Ext. Price	\$199,673.00
PO Total	\$199,673.00



Purchase Order

Fiscal Year 2018 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **100927**

B I L L T O

Village of North Palm Beach
 501 U.S. Highway One
 Attn: Finance Department
 North Palm Beach, FL 33408

V E N D O R

STO LANDSCAPE SERVICES, INC.
 9819 STATE ROAD 7
 BOYNTON BEACH FL 33472

S H I P T O

STREET MAINTENANCE
 VILLAGE OF NORTH PALM BEACH
 645 PROSPERITY FARMS ROAD
 NORTH PALM BEACH FL 33408-4799

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
						PUBLIC WORKS DEPARTMENT	
Date Ordered	PO Expiration Date	Vendor #	Freight Method/Terms			Department/Location	
11/16/2017	09/30/2018	9868				STREET MAINTENANCE	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	LANDSCAPE SERVICES						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	SALES AND USE TAX EXEMPTION CERTIFICATE #85-8012646341C-6 EXPIRES 6/30/2022						
1	PURCHASE ORDER FOR ATHLETIC FIELD TURF MAINTENANCE SERVICES. RESOLUTION 2017-104. A7321 - 33491			1.0	EACH	\$199,673.000	\$199,673.00
	***** GL SUMMARY *****						
	A7321 - 33491						\$199,673.00

By *A. Amico*
 Finance Director

VENDOR COPY

Total Ext. Price	\$199,673.00
PO Total	\$199,673.00