

Agenda Item # C - 6

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

**AGENDA ITEM: Approval and authorization for the Village Manager to execute the “Fourth Addendum to Provision of Services Agreement Between the Village of Royal Palm Beach and Haverland AG Innovations, Inc.” between the Village and Haverland AG Innovations, Inc., to revise the Compensation section of the current Agreement (Section 3) to correct the not to exceed amount for this contract under the current contract term.**

**ISSUE:** The Village has determined that the Third Addendum to the Haverland agreement included an incorrect not to exceed amount for the full Athletic Field maintenance services needed for the soccer fields at the contracted fields.

Section 3 of the Agreement is revised to correct the not-to exceed amount to Two Hundred Twenty-Seven Thousand Eight Hundred Ninety-Four Dollars and Fifty-Two Centers (\$227,894.52) for Athletic Turf Maintenance Services provided at the unit rates provided in Exhibit “A”, including the additional services as set forth in Proposal # 2024-297D and 2024-298D. This agreement remains 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>Director of Parks</b>	<b>Approval:</b>	<b>Date:</b>	<b>Action:</b>
<b>And Recreation</b>		<b>9/19/24</b>	

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

THIS FOURTH ADDENDUM TO PROVISION OF SERVICES AGREEMENT BETWEEN THE VILLAGE OF ROYAL PALM BEACH AND HAVERLAND AG INNOVATIONS, INC. (“Fourth Addendum”) is hereby entered into this \_\_\_\_\_ day of September, 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 Village and Consultant entered into the Third Addendum to Provision of Service Agreement Between the Village of Royal Palm Beach and Haverland AG Innovations, Inc. (“Third Addendum”) on February 15, 2024 to renew the Agreement through October 1, 2024; and

WHEREAS, all previous addenda 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 correct the not to exceed amount for this contract through the end of the current term.

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 correct the compensation amount to reflect the current not to exceed amount 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 Two Hundred Twenty-Seven Thousand Eight Hundred Ninety-Four Dollars and Fifty-Two Cents (\$227,894.52) 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 Fourth Addendum shall be attached to the current Agreement and shall become a part thereof.

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

WITNESSES:

**HAVERLAND AG INNOVATIONS, INC.**

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

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

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

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

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

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

WITNESSES:

**VILLAGE OF ROYAL PALM BEACH**

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

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

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

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

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

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