RESOLUTION NO. R-2023-071

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, DETERMINING THAT RUNWAY GROWERS, INC., LANDSCAPE SERVICE PROFESSIONALS LLC AND BLUE MARLIN INVESTMENTS, INC. D/B/A CAYCO LANDSCAPING ARE THE MOST RESPONSIVE AND MOST RESPONSIBLE PROPOSERS FOR PLANT & LANDSCAPE MATERIALS WITH INSTALLATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has sought competitive proposers for Plant & Landscape Materials with Installation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida hereby accepts the recommendation as submitted by City's Staff and determines that RUNWAY GROWERS, INC., LANDSCAPE SERVICE PROFESSIONALS LLC AND BLUE MARLIN INVESTMENTS, INC. D/B/A CAYCO LANDSCAPING are the most responsible and most responsive proposers for Plant & Landscape Materials with Installation.

SECTION 3. The City Commission of the City of Oakland Park, Florida hereby approves and authorizes the appropriate City officials to execute contracts with RUNWAY GROWERS, INC., LANDSCAPE SERVICE PROFESSIONALS LLC AND BLUE MARLIN INVESTMENTS, INC. D/B/A CAYCO LANDSCAPING for Plant & Landscape Materials with Installation; A copy of the contracts are attached hereto as composite Exhibit "A".

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 19th day of April 2023.

CITY OF OAKLAND PARK, FLORIDA

MAYOR AISHA GORDON

M. ROSENWALD	YES
T. LONERGAN	YES
S. ARNST	YES
L. NEWBOLD	YES
A. GORDON	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

AGREEMENT
for
PLANT AND LANDSCAPE MATERIALS WITH INSTALLATION

THIS IS AN AGREEMENT made this 19th day of April, 2023, by and between:

THE CITY OF OAKLAND PARK, a municipal corporation of the State of Florida with a business address of **3650 NE 12 Avenue, Oakland Park, FL 33334** (hereinafter referred to as the "CITY")

and

RUNWAY GROWERS, INC., a **Florida** business located at **2911 SW 36TH Street, Fort Lauderdale, Florida 33312** (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

That for, and in consideration of the payments and agreements hereinafter mentioned, to be made by the CITY, CONTRACTOR hereby agrees to commence and complete the work as proposed below:

ARTICLE 1
SERVICES AND RESPONSIBILITIES

1.1 In accordance with the CONTRACTOR's submittal (EXHIBIT "A"), CONTRACTOR shall furnish at its own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

1.2 CONTRACTOR will provide **Plant and Landscape Materials with Installation** as described and listed in **Invitation to Bid #030723**.

1.3 CONTRACTOR shall provide pick-up, supply, delivery and installation of plant and landscape material on an as-needed basis, as further described in the Scope of Work included in the Invitation to Bid.

R-2023-071

ARTICLE 2
TERM AND TERMINATION

2.1 The term of this Agreement shall be for THREE (3) YEARS commencing on the effective date of the resulting agreement. The contract may be renewed for ONE (1) additional THREE (3) year period, under the same terms and conditions, subject to written consent and agreement between the Parties.

2.2 In the event delivery/service is scheduled to end because of the expiration of this contract, the CONTRACTOR shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

2.3 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed through termination date. In the event the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

ARTICLE 3
INDEMNIFICATION AND INSURANCE

3.1 CONTRACTOR agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the CONTRACTOR, or its employees, and to carry at its own expense policies of insurance described in **Invitation to Bid #030723** to protect the CITY and its interests from such actions of the CONTRACTOR or subcontractors.

3.2 CONTRACTOR further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with CONTRACTOR's willful misconduct or negligence or that of its employees.

ARTICLE 4
NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other

factor which cannot be lawfully used as a basis for service delivery.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE 5
SCRUTINIZED COMPANIES

4.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287. 135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, 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), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

ARTICLE 6
PUBLIC RECORDS

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and ·

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Renee M Shrout, CMC City Clerk
City of Oakland Park
3650 NE 12 Avenue
Oakland Park, FL 33334
954-630-4298
ReneeS@oaklandparkfl.gov

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

BY: _____
City Clerk R.2023-074

CITY OF OAKLAND PARK INCORPORATED 1929 FLORIDA

CITY OF OAKLAND PARK:

BY: _____
City Manager

APPROVED AS TO LEGAL FORM:

BY: _____
City Attorney

WITNESSED BY:

By: _____

CONTRACTOR:

RUNWAY GROWERS, INC.

By: _____

Title: VP

STATE: Florida
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 20th day of April, 2023, by: Jeremy Hayes.

Name of Person Making Statement

_____
Signature of Notary Public

JANICE F. ATKINS
Notary Public - State of Florida
Commission # HH 116911
My Comm. Expires Jun 30, 2025
Bonded through National Notary Assn.

NOTARY SEAL

Janice F. Atkins
Name of Notary Public (Typed, Printed, Stamped)

Personally Known: ✓ OR Identification Produced: _____

Type of Identification Produced: _____

AGREEMENT
for
PLANT AND LANDSCAPE MATERIALS WITH INSTALLATION

THIS IS AN AGREEMENT made this 19th day of April, 2023, by and between:

THE CITY OF OAKLAND PARK, a municipal corporation of the State of Florida with a business address of **3650 NE 12 Avenue, Oakland Park, FL 33334** (hereinafter referred to as the "CITY")

and

LANDSCAPE SERVICE PROFESSIONALS, LLC, a Florida business located at **11820 NW 37TH Street, Coral Springs, FL 33065** (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

That for, and in consideration of the payments and agreements hereinafter mentioned, to be made by the CITY, CONTRACTOR hereby agrees to commence and complete the work as proposed below:

ARTICLE 1
SERVICES AND RESPONSIBILITIES

1.1 In accordance with the CONTRACTOR's submittal (EXHIBIT "A"), CONTRACTOR shall furnish at its own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

1.2 CONTRACTOR will provide **Plant and Landscape Materials with Installation** as described and listed in **Invitation to Bid #030723**.

1.3 CONTRACTOR shall provide pick-up, supply, delivery and installation of plant and landscape material on an as-needed basis, as further described in the Scope of Work included in the Invitation to Bid.

R-2023-071

ARTICLE 2
TERM AND TERMINATION

2.1 The term of this Agreement shall be for THREE (3) YEARS commencing on the effective date of the resulting agreement. The contract may be renewed for ONE (1) additional THREE (3) year period, under the same terms and conditions, subject to written consent and agreement between the Parties.

2.2 In the event delivery/service is scheduled to end because of the expiration of this contract, the CONTRACTOR shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

2.3 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed through termination date. In the event the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

ARTICLE 3
INDEMNIFICATION AND INSURANCE

3.1 CONTRACTOR agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the CONTRACTOR, or its employees, and to carry at its own expense policies of insurance described in **Invitation to Bid #030723** to protect the CITY and its interests from such actions of the CONTRACTOR or subcontractors.

3.2 CONTRACTOR further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with CONTRACTOR's willful misconduct or negligence or that of its employees.

ARTICLE 4
NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other

factor which cannot be lawfully used as a basis for service delivery.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE 5
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4.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287. 135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, 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), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

ARTICLE 6
PUBLIC RECORDS

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Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and ·

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

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954-630-4298
ReneeS@oaklandparkfl.gov

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

BY: _____
City Clerk R. 2023.071

CITY OF OAKLAND PARK INCORPORATED 1929 FLORIDA

CITY OF OAKLAND PARK:

BY: _____
City Manager

APPROVED AS TO LEGAL FORM:

BY: _____
City Attorney

WITNESSED BY:

By: Angela Benton

CONTRACTOR:

LANDSCAPE SERVICE PROFESSIONALS, LLC

By: Karmen Burn

Title: VP

STATE: Florida
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 6 day of April, 20 23, by: Karmen Burn.

Name of Person Making Statement

JENNIFER BENTON
Notary Public - State of Florida
Commission #HH
My Comm. Expires Aug 9, 2024
Bonded through National Notary Assn.

(NOTARY SEAL)

Signature of Notary Public

Name of Notary Public (Typed, Printed, Stamped)

Personally Known: ✓ OR Identification Produced: _____

Type of Identification Produced: _____

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WITNESSETH:

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R.2023-071

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Renee M Shrout, CMC City Clerk
City of Oakland Park
3650 NE 12 Avenue
Oakland Park, FL 33334
954-630-4298
ReneeS@oaklandparkfl.gov

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

BY: _____
City Clerk R-2023-071

CITY OF OAKLAND PARK INCORPORATED 1929 FLORIDA

CITY OF OAKLAND PARK:

BY: _____
City Manager

APPROVED AS TO LEGAL FORM:

BY: _____
City Attorney

WITNESSED BY:

By: Kenneth Fletes

CONTRACTOR:

Blue Marlin Investments, Inc.
d/b/a Cayco Landscaping

By: _____

Title: President

STATE: Florida
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 12 day of April, 2023, by: Daniel Gonzalez.

Name of Person Making Statement

Signature of Notary Public

Kenneth Fletes

Name of Notary Public (Typed, Printed, Stamped)

KENNETH FLETES NOTARY PUBLIC STATE OF FLORIDA NOTARY SEAL My Comm. Expires August 25, 2023 No. GG 907113

Personally Known: ___ OR Identification Produced: ✓

Type of Identification Produced: Driver License