

# **SERVICE CONTRACT**

---

**THIS AGREEMENT** is made and entered into this 10 day of January, 2019, by the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as "CRA" and The Fruitful Field, a Florida Corporation, hereinafter referred to as "Contractor."

**WHEREAS**, CRA requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

**WHEREAS**, Contractor is able and prepared to provide such services as CRA does hereinafter require, under those terms and conditions set forth.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. CRA hereby contracts with Contractor to provide Community Garden operation and management services upon the terms and conditions herein set forth.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. The start of this Agreement shall commence when executed by both parties.

5. Renewal. In the event CRA determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then CRA shall have the option to renew this contract for an additional period one (1) year, provided that CRA will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. CRA agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the CRA in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. CRA agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

**Payment of a not to exceed Fixed Fee of \$4,024 per month.**

8. Invoices. Contractor shall submit the invoices to CRA detailing the Services provided for the period covered by the invoice. Contractor shall submit the invoices to CRA monthly.

9. Payment. All payments by the CRA shall be made after the service has been provided. All invoices shall be submitted to the CRA for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between CRA and the Contractor in regard to this Agreement shall be directed to the CRA Executive Director for the CRA, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

**If to Contractor:**     The Fruitful Field, Inc.  
                              100 NE 44<sup>th</sup> St.  
                              Pompano Beach, FL 33064

**If to CRA:**             POMPANO BEACH COMMUNITY REDEVELOPMENT  
                              AGENCY  
                              CRA Executive Director  
                              100 W. Atlantic Blvd., Suite 276  
                              Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by CRA, and CRA shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name CRA as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days' notice to CRA.

16. Indemnity. The Contractor shall defend, indemnify and hold the CRA, the City of Pompano Beach (City), and their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the CRA or the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the CRA, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the CRA to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that CRA or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of CRA. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by CRA, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from CRA.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of CRA. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with CRA and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the CRA in order to perform the service.

2. Upon request from the CRA's custodian of public records, provide the CRA with a copy of 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 CRA.

4. Upon completion of the contract, transfer, at no cost to the CRA, all public records in possession of the Contractor, or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA upon completion of the contract, 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 contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records in a format that is compatible with the information technology systems of the CRA.

B. Failure of the Contractor to provide the above described public records to the CRA within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**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:**

**CRA SECRETARY**  
**100 W. Atlantic Blvd., Room 276**  
**Pompano Beach, Florida 33060**  
**(954) 786-7823**  
**[marsha.carmichael@copbfl.com](mailto:marsha.carmichael@copbfl.com)**

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the CRA from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The CRA hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the

same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the CRA by reason of entering into this contract, except as expressly provided herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Signed, Sealed and Witnessed  
In the Presence of:

**POMPANO BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

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

By:\_\_\_\_\_  
Rex Hardin, Chairman

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

ATTEST:  
\_\_\_\_\_  
Marsha Carmichael, Secretary

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

**EXECUTIVE DIRECTOR:**  
Gregory Harrison  
  
By: \_\_\_\_\_  
\_\_\_\_\_(Print Name)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by REX HARDIN, Chairman, GREGORY HARRISON, Executive Director and MARSHA CARMICHAEL, Secretary of the Pompano Beach Community Redevelopment Agency, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"CONTRACTOR"**

The Fruitful Field Inc.  
(Print or type name of company here)

Witnesses:

Charity Beeson  
Charity Beeson  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

By: Christopher Beeson

Print Name:

CHRISTOPHER BEESON

Title:

Project MANAGER

Business License No.

CH34927

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

## **Exhibit A- Scope of Work**

The Community Redevelopment Agency (CRA) will carry on establishing a community garden within the Northwest CRA area, where the community will continue to gather to learn and grow their own food. The CRA is entering into a service contract with The Fruitful Field, Inc., who will be in charge of continuing to establish, maintain and manage all aspects of the community garden.

### **Part 1: Continuing a Fully Functioning Community Garden, which includes:**

- The Manager/Operator will be required to provide assistance and offer his/her expertise regarding the selection of fruit trees, plants, shrubs, hedges, irrigation and also regarding the layout of the garden including location of all beds, produce, walking paths, accessory structures, social gathering spaces, etc.
- The Manager/Operator will be required to oversee 18-20 community plots, shared herb and flower pots, fruit trees and social gathering spaces, and urban farm rows focused on producing seasonal vegetables, and shall recruit and create a volunteer force that will assist in the building of the beds and stack building.
- The Manager/Operator shall be required to provide a comprehensive list of gardening supplies necessary for the community garden; stack towers, wood to build beds, trees, plants, hedges, bag garden beds and any other materials deemed necessary for the successful completion and operation of the project.
- The Manager/Operator shall maintain and coordinate rental activity related to the 18 community garden beds.
- The Manager/Operator is expected to begin transition of management and operation within two-three (2-3) years. The Manager/Operator will continue the Garden Apprenticeship position such that they will take over and will be prepared to recruit and train other community leaders/volunteers that will continue the garden program. The Manager/Operator is expected to stay in touch with the trainers and program in a consulting basis as deemed necessary for the overall success of the community garden.
- The Manager/Operator will develop a long-term plan for community garden sustainability and growth and will develop a timeline of expected quarterly milestones to be attained regarding quantity of produce grown, number of engaged volunteers, and number of programming events planned and executed.
- The Manager/Operator will develop a Community Garden Guidance Group with community volunteer leaders that will assist with management and operation of the facility, and assist with community engagement.
- The Manager/Operator will develop a local youth worker program with students from the neighboring Blanche Ely High School to ensure community participation and garden sustainability.
- The Manager/Operator shall develop and execute a subscription service within the neighborhoods surrounding the garden for purchase and delivery of grown produce once vegetable production is steady and dependable in the urban farm area (approximately year 2-3

of garden operation). The Manager/Operator shall also work with the CRA to have produce sold at the CRA Green Market when applicable.

**Part 2: On a Monthly Basis, the Following Will Occur:**

- The Manager/Operator shall assist the CRA/City with co-marketing efforts to lease the community garden beds and shall be the primary contact person for all lease agreements.
- The community garden has been erected and planting has been established. The manager/operator will continue to care for and maintain the community garden on a daily or weekly basis to ensure its overall health. The Manager/Operator shall continue efforts to keep costs down and shall engage local residents and volunteers to keep the garden viable for the long haul, and will alert the CRA of any issues in a timely fashion.
- The Manager/Operator will put in at least 20 hours per week at the garden. In addition, the Farm Manager and Executive Director of The Fruitful Field will each contribute 5-10 hours per week depending on the planting and implementation needs. Garden staff will record their hours each week and submit a monthly invoice.
- The Manager/Operator will continue to provide training to the Garden Apprentice and two (2) Youth Workers up to six (6) hours per week of training for the Garden Apprentice and up to four (4) hours per week of training for each Youth Worker. Garden staff will record the hours each week for the Garden Apprentice and the two (youth) Youth Workers and include this information on the monthly invoice.
- The Manager/Operator will host monthly meetings with the Community Garden Guidance Group to foster community participation and excitement about the garden.
- The Manager/Operator will oversee the produce subscription service and related responsibilities will include packing boxes, enrolling consumers and receiving subscription payments, and coordinating delivery of boxes.
- The Manager/Operator will schedule and program at least two (2) social/community events at the garden or focused on the garden each month. The Manager/Operator will be responsible for planning and coordinating such events and the CRA can provide help as needed.
- The Manager/Operator will provide a report every other month to the CRA detailing the previous two month's events, which will describe social programming that occurred, estimated produce that was planted and/or harvested, estimated produce that was sold through the subscription service or at the Green Market, the number of leased community plots, and a status update regarding the garden apprentice, the garden interns, and the garden community guidance group.