

Turf Management SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") shall be effective as of December 1, 2025 and is being entered into by and between the CITY OF CLEWISTON, a Florida Municipal Corporation (hereinafter referred to as the "City"), 115 West Ventura Avenue, Clewiston, Florida 33440, and TURF CARE CONSULTANTS, LLC, a North Carolina Limited Liability Company, 305 Crump Street, Goldsboro, North Carolina 27530, (hereinafter referred to as the "Consultant").

RECITALS

WHEREAS, the City desires to contract with the Consultant for the provision of the hereinafter described services; and

WHEREAS, the Consultant has indicated that he is willing, capable, and able to provide the hereinafter described services.

NOW, THEREFORE, the parties, for and in consideration of the mutual benefits and promises as set forth herein, do hereby enter into this Agreement and represent, covenant and agree with each other as follows:

SECTION ONE CONSULTANT SERVICES

The Consultant shall provide the following on behalf of the City:

1.01. The Consultant shall perform as the City's Consultant for Turf Management and related services. The Consultant is an Independent Consultant and not an employee of the City.

1.02. The Consultant, in conjunction with the Director of Golf, shall perform the following Services on behalf of the City:

- A. During the Term, the Consultant agrees to devote his time and effort to supporting the City by providing agronomic consultation to the Company while considering best management practices. (the "Services");
- B. Implement a maintenance schedule for all golf course equipment and machinery;
- C. Assist Director of Golf in budgeting process;
- D. Provide work/spray schedules for fertilization, herbicides and pesticides;
- E. Be available by phone at all times by City staff.

The City expressly acknowledges and agrees that the Consultant is retained to analyze and provide advice and recommendations regarding the foregoing matters, and that Consultant does not guarantee or warrant any specific results or outcome of any of the Services.

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1.03. The Consultant is hereby prohibited from engaging in any of the following activities:

- A. Engaging in any activity which constitutes a conflict of interest pursuant to Florida Law;
- B. Engaging in any activity which constitutes discrimination pursuant to State or Federal Law.

**SECTION TWO
COMPENSATION**

2.01. The City shall compensate the Consultant as follows:

- A. During the duration of this Agreement, the Consultant shall be paid twelve (12) monthly payments in the amount of \$2,500.00. The total annual agreement amount is \$30,000.00 unless the contract is amended.
- B. The Consultant shall work a minimum of 20 hours per month.
- C. The Consultant will invoice the City at the completion of each month. Each invoice shall be promptly paid by the City within thirty (30) days of receipt of the invoice.
- D. The Consultant shall be under the direct supervision of the Director of Golf and shall report to the Director of Golf.
- E. The Consultant shall not receive any employee benefits, such as, but not limited to insurance, pension, vacation and sick leave.
- F. It is mutually understood and agreed that, in providing the Services, Consultant is acting and performing as an independent contractor and not an employee or agent of the City.

**SECTION THREE
INDEMNIFICATION**

The Consultant does hereby agree as follows:

3.01. To indemnify and hold the City harmless from any and all liability or loss arising out of the performance by the Consultant of the Consultant Services as hereinabove stated in this Agreement.

3.02. That one percent (1%) of the total compensation paid by the City to the Consultant provision of the Consultant Services shall represent specific consideration for the above indemnification by the Consultant of the City.

**SECTION FOUR
LOCATION OF PROVISION OF SERVICES**

The provision of the Consultant Services by the Consultant shall be as follows:

4.01. The Consultant shall carry out Consultant Services in the City of Clewiston at the City's golf course and occasionally the sports complex.

SECTION FIVE DURATION AND TERMINATION

The parties do hereby agree to the following duration and termination provisions:

5.01. The term of this Agreement shall commence on December 1, 2025, the Effective Date, and shall continue through the 30th day of November, 2026. This Agreement may be renewed annually by the City.

5.02. In addition to termination at the end of the term of this Agreement, this Agreement may be terminated as follows:

- A. Immediately by the City Manager if the Consultant is incapacitated. In such event, City shall have no further obligation to the Consultant except to pay the Consultant for Services provided prior to the termination.
- B. By either party, with or without cause at any time. In such event, City shall have no further obligation to the Consultant except to pay the Consultant for Services provided prior to the termination.
- C. By the City Manager, at any time, for Consultant's failure to perform the duties as prescribed. In such event, City shall have no further obligation to the Consultant except to pay the Consultant for Services provided prior to the termination.

5.03. On termination of this Agreement, the Consultant will return to the City all written information, drawings, models and other materials or files supplied to the Consultant or created by the Consultant at the expense of the City.

SECTION SIX MISCELLANEOUS PROVISIONS

6.01. The Consultant shall be responsible for supplying his own transportation.

6.02. The Consultant shall provide his own cellular telephone and provide the City with the telephone number in order that the City may contact the Consultant during regular business hours.

6.03. The Consultant shall be responsible for his own insurance coverage (including worker's compensation, if required) and benefits.

6.04. The Consultant shall comply with all applicable Public Disclosure laws and all Ethics laws in the State of Florida.

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6.05. Notices. All notices, requests or consents required or permitted under this Agreement shall be in writing, including telex, facsimile, or telegraphic communication and shall be, as elected by the person giving such notice, hand delivered by prepaid express or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to the Town: Danny Williams, City Manager
City of Clewiston
115 Ventura Avenue
Clewiston, FL 33440
Phone: (863) 983-1484
Fax: (863) 983-4055

As to the Consultant: Mark Magnarella, Managing Member
Turf Care Consultants, LLC
305 Crump Street
Goldsboro, NC 27530
Phone: (919) 394-1221

If any party changes its mailing address, phone number, fax number or designated recipient for notices, such change shall be communicated to the other party in writing within fifteen (15) days of the change.

6.06. Assignability. This Agreement may not be assigned by any party without prior written consent.

6.07. Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall be exclusively in Hendry County, Florida, and each party hereby waives their respective right in the selection of venue.

6.08. Enforcement. In the event it becomes necessary to enforce, judicially or otherwise, the terms or restrictions of this Agreement, the prevailing party shall be entitled to costs of suit, attorney's fees, and any cost of restoration necessitated by the violation of the terms of this Agreement.

6.09. Severability. In the event that any part, term, or provision of this Agreement is determined to be illegal or unenforceable in a court of competent jurisdiction, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

6.10. Entire Agreement. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof.

6.11. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

6.12. Counterparts. This Agreement may be executed in several counterparts, all or any one of which shall be regarded for all purposes as one original and which together shall constitute but one and the same Agreement.

SECTION SEVEN PUBLIC RECORDS

7.01. Contractor shall comply with Florida public records laws and, in accordance with s.119.0701 F.S., shall specifically:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of 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 F.S. Chapter 119 or as otherwise provided by law.
- C. 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 City.
- D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records 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, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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 THE PUBLIC RECORDS AT 863-983-1484, FRANSHESKA.BERRIOS@CLEWISTON-FL.GOV, 115 WEST VENTURA AVENUE, CLEWISTON, FL 33440.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

ATTEST:

**THE CITY OF CLEWISTON, FLORIDA, A
Florida Municipal Corporation**

Fransheska Berrios, City Clerk

Danny Williams, City Manager

[CITY SEAL]

EXECUTED by Consultant this _____ day of _____, 2025.

WITNESS:

Signature

TURF CARE CONSULTANTS, LLC

Print Name

By: _____
Mark Magnarella, Managing Member

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