

**EXHIBIT 4
CONTRACT FOR SERVICES**

THIS AGREEMENT entered into this 11 day of March, 2024, between The Wauchula Community Redevelopment Agency, a dependent special district of the CITY OF WAUCHULA, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its CRA Board, situated at 107 E. Main Street, Wauchula, Florida 33873, hereinafter referred to as the CRA, and Krause Grace Service, Inc. dba Krause Services a Florida S- corporation, headquartered at 2807 Ralph Johns Road, Wauchula, FL 33873 hereinafter referred to as VENDOR, and whose Federal Employer Identification Number is 65-0481334:

WHEREAS, CRA requires certain professional services in connection with the lawn care and landscaping within the described Project area; and

WHEREAS, CRA has solicited these services in RFP CRA #24-01, included by reference as to the scope of services contained herein; and

WHEREAS, VENDOR represents it is capable and prepared to provide such Services; and

WHEREAS, pursuant to section 287.05701, Florida Statutes, the CRA is prohibited from, and has not requested documentation of or considered, any vendor's social, political, or ideological interests when determining whether the vendor is a responsible vendor. Moreover, the CRA has not given preference to any vendor based on the vendor's social, political, or ideological interests; and

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the CRA Director and City Manager.

1.2 The term of this Agreement shall be for one (1) year, commencing upon the effective date, unless otherwise terminated as provided herein.

1.3 The CRA shall have the option of extending the Agreement as deemed reasonable and necessary for up to three (3) terms of one (1) year each.

1.4 The CRA Board will approve and execute each extension or terminate the agreement at the end of any given term.

2.0 Compensation

2.1 General

2.1.1 Vendors shall submit detailed monthly invoices along with the Lawn Care & Maintenance Work Schedule Form included as Appendix 2

2.1.2 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CRA of correct, fully documented, invoice, in form and substance satisfactory to the CRA with all appropriate cost substantiations attached. All invoices shall be delivered to:

Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873

2.1.4 In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the final/last billing to the CRA. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CRA. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Vendor.

2.1.5 Neither the final payment nor any part of the retained percentage shall become due until the VENDOR, if required, delivers to the owner a complete release of all liens arising out of this contract.

2.1.5 Payment of the final invoice shall not constitute evidence of the CRA's acceptance of the work.

2.1.6 Invoices shall be accompanied by the work schedule form shown as APPENDIX 1. Additional documents may be requested by the CRA and, if so requested, shall be furnished by VENDOR and subject to the Finance Director's satisfaction.

3.0 Insurance

3.1 General Provisions

3.1.1 Before any work commences, VENDOR shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below in Sections 3.2 through and including 3.5, and shall provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement. The Certificate of Insurance must name as an additional insured the City of Wauchula and all of its Officers, Agents, Employees, and City Commissioners, excluding worker's compensation and professional liability; must provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy; and must provide that such insurance coverage applies separately to each insured against whom claims are made or suit is brought; but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. CONSULTANT shall thereafter provide the CITY an annual Certificate of Insurance satisfactory to the CITY to



evidence such coverage. Such Certificates of Insurance will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY. CONSULTANT shall maintain, at all times, the minimum levels of insurance set forth below.

3.1.2 As the CRA is a dependent special district of the City of Wauchula, the City of Wauchula shall be named as an additional insured on all VENDOR policies related to the project, excluding professional liability and worker's compensation. All policies required under this section must be an "Occurrence" form. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

3.1.3 The VENDOR's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CRA.

3.1.4 If there is any failure by the VENDOR to comply with the provisions of this section, the CRA may, at its option, on notice to the VENDOR, suspend the work for cause until there is full compliance.

3.1.5 The CRA may, at its sole discretion, purchase such insurance at VENDOR's expense provided that the CRA shall have no obligation to do so, and if the CRA shall do so, it shall not relieve VENDOR of its obligation to obtain insurance.

3.1.6 The VENDOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

3.1.7 VENDOR shall ensure that all VENDOR's sub-vendors and sub-contractors comply with the requirements of this Section relating to insurance, and maintain coverage throughout the term of the Service Agreement. All VENDOR's sub-vendors and sub-contractors shall be required to include the City of Wauchula and VENDOR as additional insured on their General Liability Insurance policies.

3.1.8 In the event that SUBVENDORS or SUBCONTRACTORS used by the VENDOR do not have insurance, or do not meet the insurance limits, VENDOR shall indemnify and hold harmless the CRA and the City of Wauchula for any claim in excess of the SUBVENDORS' insurance coverage.

3.1.9 The VENDOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CRA.

3.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

3.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

B

3.3.1 Premises and Operations: Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

3.3.2 Independent Contractors: Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

3.4 Worker's Compensation. The VENDOR shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

3.5 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.0 Standard of Care

4.1 VENDOR has represented to the CRA that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

4.2 VENDOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

4.3 VENDOR shall, at no additional cost to CRA, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

4.4 The VENDOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

5.0 Indemnification

5.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CRA and VENDOR agree to allocate such liabilities in accordance with this Section.

5.2 Indemnification. The parties agree that 1% of the total compensation paid to VENDOR for the services provided under this Agreement constitutes specific consideration to VENDOR for the indemnification to be provided as set forth in this paragraph.



6.5 The VENDOR shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CRA in any manner.

6.6 VENDOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

7.0 Authority to Practice

7.1 The VENDOR 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.

8.0 Compliance with Laws, Public Records, and Trade Secrets

8.1 In performance of the Services, VENDOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

8.2 Public Records. The parties acknowledge and agree that the CRA is a public agency subject to Chapter 119, Florida Statutes. To the extent VENDOR is a company acting on behalf of the CRA pursuant to Section 119.0701, Florida Statutes, VENDOR must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, VENDOR agrees to:

(1) Keep and maintain all records that ordinarily and necessarily would be required by the CRA to perform the services under this Agreement.

(2) Upon request from the CRA, provide the CRA 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 costs 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 disclosures are not disclosed as except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the VENDOR does not transfer the records to the CRA.

(4) Upon completion of the services under this Agreement, at no cost, either transfer to the CRA all public records in the VENDOR's possession or keep and maintain public records required by the City to perform the services. If the VENDOR transfers all public records to the CRA upon completion of the services, the VENDOR must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the services under this Agreement, the VENDOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA, in a format that is compatible with the information technology systems of the CRA.



(5) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, STEPHANIE CAMACHO, (863) 773-3535 OR SCAMACHO@CITYOFWAUCHULA.COM

If the VENDOR does not comply with the provisions of this section, the CRA will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with Florida law.

8.3 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by VENDOR which VENDOR contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the VENDOR at the time of submission to the CRA, will not be subject to public access. However, should a requestor of public records challenge VENDOR's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, VENDOR must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the CRA to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. VENDOR must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, VENDOR is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the CRA's release of the requested records.

9.0 Subcontracting

9.1 The CRA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

9.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the VENDOR shall promptly do so, subject to acceptance of the new subcontractor by the CRA. Failure of a subvendor to timely or properly perform its obligations shall not relieve VENDOR of its obligations hereunder.

10.0 Federal and State Taxes

10.1 The CRA, as a dependent special district of the City of Wauchula, is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CRA will provide an exemption certificate to VENDOR. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CRA, nor shall the VENDOR be authorized to use the CRA's Tax Exemption Number in securing such materials.



11.0 Public Entity Crimes, Scrutinized Companies pursuant to Section 287.135 and Section 215.473, Florida Statutes.

11.1 Pursuant to Section 287.133(2)(a), Florida Statutes, VENDOR hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, VENDOR must notify the CRA immediately and may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

11.2 VENDOR hereby certifies that it: (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria. If CRA determines that VENDOR has falsely certified facts under this Paragraph or if VENDOR is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, CRA will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes.

12.0 CRA's Responsibilities

12.1 The CRA shall be responsible for providing access to all CRA project sites, and providing information in the CRA's possession that may reasonably be required by VENDOR, including; existing reports, studies, financial information, and other required data that are available in the files of the CRA.

13.0 Termination of Agreement

13.1 This Agreement may be terminated by the VENDOR upon thirty (30) days prior written notice to the CRA in the event of substantial failure by the CRA to perform in accordance with the terms of the Agreement through no fault of the VENDOR.

13.2 This Agreement may be terminated by the CRA with or without cause immediately upon written notice to the VENDOR.

13.3 Unless the VENDOR is in breach of this Agreement, the VENDOR shall be paid for services rendered to the CRA's satisfaction through the date of termination.

13.4 After receipt of a Termination Notice and except as otherwise directed by the CRA, the VENDOR shall:

13.4.1 Stop work on the date and to the extent specified.



13.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

13.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CRA.

13.4.4 Continue and complete all parts of the work that have not been terminated.

13.5 The VENDOR shall be paid for services actually rendered to the date of termination.

14.0 Uncontrollable Forces (Force Majeure)

14.1 Neither the CRA nor VENDOR shall be considered to be in 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 non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which 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, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 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.

14.3 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.

15.0 Governing Law, Venue, and Waiver of Jury Trial

15.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought exclusively in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE VENDOR AND THE CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.



16.0 Non-Discrimination

16.1 The VENDOR covenants and agrees that no employee or applicant for employment will be discriminated against during the course of employment or in the application process with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, gender, age, disability, national origin, marital status, political affiliation, familial status, pregnancy, gender or sexual orientation, or veteran or service member status. warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

16.2 Discriminatory Vendor List. VENDOR hereby acknowledges its continuous duty to disclose to the CRA if VENDOR or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

17.0 Waiver

17.1 A waiver by either the CRA or VENDOR 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.

18.0 Severability

18.1 The invalidity, illegality, or 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.

18.2 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.

18.3 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.

18.4 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.



19.0 Entirety of Agreement

19.1 The CRA and the VENDOR 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.

19.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CRA and VENDOR pertaining to the Services, whether written or oral.

19.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

20.0 Modification

20.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both the CRA and VENDOR. Such modifications shall be in the form of a written Amendment executed by both parties.

21.0 Successors and Assigns

21.1 The CRA and VENDOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

21.2 VENDOR shall not assign this Agreement without the express written approval of the CRA by executed amendment.

21.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the CRA Board of Directors by executed amendment.

22.0 Contingent Fees

22.1 The VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the VENDOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

23.0 Truth-In-Negotiation Certificate

23.1 Execution of this Agreement by the VENDOR shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.



23.2 The said rates and costs shall be adjusted to exclude any significant sums should the CRA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside VENDORS. The CRA shall exercise its rights under this "Certificate" within one (1) year following payment.

24.0 Ownership of Documents

24.1 VENDOR shall be required to cooperate with other VENDORS relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CRA for its use and/or distribution as may be deemed appropriate by the CRA. VENDOR is not liable for any damages, injury or costs associated with the CRA use or distribution of these documents for purposes other than those originally intended by VENDOR.

25.0 Access and Audits

25.1 VENDOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CRA shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the VENDOR'S place of business.

25.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments. The CRA's cost of recovery shall be the sole expense of the VENDOR, including accounting and legal fees, court costs and administrative expenses.

25.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

25.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

26.0 Notice

26.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to CRA: Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873
Attention: CRA Coordinator

As to VENDOR:



26.2 Notices shall be effective when received at the addresses as specified above. 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 received, however, facsimile transmissions received (i.e.; printed) after 5:00 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 as required herein.

26.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of VENDOR and the CRA.

27.0 Service of Process

As to CRA: Thomas A. Cloud, Esquire
GRAY | ROBINSON
301 East Pine Street, Suite 1400
Orlando, Florida 32801

As to VENDOR:

28.0 Contract Administration

28.1 Services of VENDOR shall be under the general direction of the CRA Director or their successor, who shall act as the CRA's representative during the term of the Agreement.

29.0 Key Personnel

29.1 VENDOR shall notify the CRA in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. VENDOR at the CRA's request shall remove without consequence to the CRA any Subcontractor or employee of the VENDOR and replace him/her with another employee having the required skill and experience. The CRA has the right to reject proposed changes in key personnel.

30.0. Annual Appropriations

30.1 VENDOR acknowledges that the CRA, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.



This Agreement will remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the CRA Board in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding. Accordingly, the CRA's performance and obligation to pay under this agreement is contingent upon annual appropriation.

31.0 Liquidated Damages

31.1 The parties hereto agree that liquidated damages will be assessed against the VENDOR for VENDOR's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to VENDOR's fault in causing the delay as compared to other causes, and to the extent the VENDOR is not delayed by reasons beyond VENDOR'S reasonable control.

32.0 E-Verify Requirements.

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Company acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(1) All persons employed by Company to perform employment duties within the State of Florida during the term of the Agreement; and

(2) All persons (including subcontractors/subvendors/subconsultants) assigned by Company to perform work pursuant to the Agreement with the CRA. The Company acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement is a condition of the Agreement with the CRA.

By entering this Agreement with the CRA, the Company becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Company attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Company agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this section will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, and Company may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Company will also be liable for any additional costs to CRA incurred as a result of the termination of this Agreement in accordance with this section.

33.0 Limitation of Liability.

33.1 In no event, shall the CRA be liable to the VENDOR for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CRA whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.



34.0 Codes and Standards

34.1 The VENDOR agrees to perform all work in compliance with State and Federal Department of Agriculture regulations for pest control and use of commercial fertilizers.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:
Stephanie Camacho
City Clerk

The WCRA, as a dependent special district of the
CITY OF WAUCHULA, a municipal
corporation, organized & existing under the laws of
the State of Florida

By: Stephanie Camacho
Stephanie Camacho, City Clerk

By: Jessica Newman
Jessica Newman, CRA Director

By: Olivia Minshew
Olivia Minshew, City Manager

Date Approved by Commission: 3/11/24

Review as to form and legal sufficiency

Kristie Hatcher-Bolin Date 4/29/24
Kristie Hatcher-Bolin, CRA Attorney

Attest: Krause Grace Services, Inc.

(COMPANY NAME)
a Florida Corporation

By: Efran Schraeder
Corporate Secretary
Efran Schraeder
[Print Name]

By: Efran Schraeder
Efran Schraeder
[Print Name]
President / CEO
[Title]

DATE: 4/16/2024

DATE: 4/16/2024

SEAL