

**RESOLUTION NO. 22-92**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN ANNUAL AGREEMENT WITH WILDLAND SERVICES, INC. FOR PRESCRIBED BURNING SERVICES FOR CONSERVATION PARK AT THE UNIT PRICE OF \$55 PER ACRE.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Wildland Services, Inc., relating to prescribed burning services for Conservation Park at the unit price of \$55 (Fifty-Five Dollars) per acre, in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 10<sup>th</sup> day of February, 2022.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

## **PRESCRIBED BURNING SERVICES**

### **AGREEMENT**

**THIS PRESCRIBED BURNING SERVICES AGREEMENT** is made and entered into this 18<sup>th</sup> day of February, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **Wildland Services, Inc.** (Contractor).

### **PREMISES**

#### **1. SCOPE OF SERVICES**

Contractor will provide prescribed burning services at Conservation Park, as more particularly described in the Scope of Work.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

#### **2. COMPENSATION**

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Unit Price of \$55, per acre. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the UNIT PRICES contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

#### **3. PAYMENT**

Monthly invoices shall be submitted to the City and City shall make payments in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. All invoices shall be delivered to City Hall, attention Accounts Payable, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

**TERM:** This Agreement shall be for a period of two (2) years with two (2) one (1) year optional renewals if agreed upon by both parties.

#### **4. COMPLIANCE WITH LAWS.**

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree

caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

## **5. WARRANTY**

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

## **6. ATTORNEY'S FEES**

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

## **7. REMEDIES**

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

## **8. ASSIGNMENT**

This Agreement is not assignable.

## **9. CHOICE OF LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14<sup>th</sup> Judicial Circuit in Bay County, Florida.

## **10. SEVERABILITY**

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

## **11. MODIFICATIONS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

**12. WAIVER**

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**13. NOTICES**

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Jeff Crigler, P.E.

Title/Position: Assistant Utilities Director

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: 850-233-5100, Ext. 2404

B. As to Contractor:

Contract Representative: Doug Williams

Title/Position: Manager

Email address: \_\_\_\_\_

Mailing address: 182 Jefferson Rd

Tallahassee, FL 32317

Phone/Cell: 850-591-1993

**14. ENTIRE AGREEMENT**

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

- ADVERTISEMENT FOR BIDS
- INFORMATION FOR BIDDERS
- BID PROPOSAL FORM
- TERMS AND CONDITIONS
- STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
- PUBLIC ENTITY CRIME STATEMENT
- NON-COLLUSION AFFADAVIT
- E-VERIFY

CONFLICT OF INTEREST  
NOTICE OF AWARD  
AGREEMENT  
APPENDIX A

ADDENDA [LIST ANY ADDENDA ISSUED PRIOR TO EXECUTION OF THE AGREEMENT.]

No. 1, dated January 12, 2022

No. 2, dated January 19, 2022

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

[Remainder of this page is intentionally left blank]

**IN WITNESS WHEREOF**, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

Witness 1 \_\_\_\_\_

(Print Name): \_\_\_\_\_

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

Witness 2 \_\_\_\_\_

(Print Name): \_\_\_\_\_

ATTEST:

**THE CITY OF PANAMA CITY BEACH,  
FLORIDA,**

a municipal corporation

  
\_\_\_\_\_

City Clerk

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

Drew Whitman , City Manager