2020-034

Melissa Dodge

From: Missy Arocha
Sent: Monday, January 27, 2020 10:53 AM
To: Melissa Dodge
Subject: FW: Farmers market contract

Importance: High

Please log, process, and acknowledge.

Respectfully,

Missy Arocha
Village Clerk / Passport Acceptance Facility Manager
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157
Phone: (305) 259-1234
www.palmettobay-fl.gov

PLEASE NOTE: Florida has very broad public records laws. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Please save a tree. Don't print this e-mail unless it's really necessary.

From: SCOTT MILLER <slm9400@aol.com>
Sent: Monday, January 27, 2020 10:50 AM
To: Missy Arocha <marocha@palmettobay-fl.gov>
Subject: Fwd: Farmers market contract

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Sent from my iPhone

Begin forwarded message:

From: Litsy Pittser <lpittser@palmettobay-fl.gov>
Date: January 27, 2020 at 10:42:52 AM EST
To: SCOTT MILLER <slm9400@aol.com>

Cc: Missy Arocha <marocha@palmettobay-fl.gov>
Subject: RE: Farmers market contract

Good Morning Scott:

This should be addressed to the Village Clerk, Missy Arocha through our website for public records. Thank you.

Litsy C. Pittser
Procurement Specialist
Procurement Division
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

-----Original Message-----
From: SCOTT MILLER <slm9400@aol.com>
Sent: Monday, January 27, 2020 10:39 AM
To: Litsy Pittser <lpittser@palmettobay-fl.gov>
Subject: Farmers market contract

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Please consider this as a public records request for the current farmers market contract signed by the applicant and the city of Palmetto Bay thank you

Sent from my iPhone

COPY COPY

VILLAGE OF PALMETTO BAY

CORAL REEF PARK FARMERS MARKET

FARMERS MARKET AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of May, 2017, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and A-Trend, LLC authorized to do business in the State of Florida, (hereinafter referred to as "Company" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised an Unsolicited Proposal and invited other companies to bid on this service ("UP") on July 22nd 2016, and

WHEREAS, Company submitted a Proposal dated August 22nd 2016 in response to the Village's request, and

WHEREAS, at a meeting held on November 7th 2016, the Village Council awarded the Company and agreed to enter into an Agreement with Company to perform the services described in the UP and Company's Proposal submitted in response to the UP ("Services"),

WHEREAS, at a meeting held on May 1st, 2017 the Village Council agreed on extending this agreement for an additional year.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

1. Specifications and Proposal Documents prepared by the Village for Coral Reef Farmers Market UP No. 1516-12-006 (Exhibit 1).
2. Proposal for the Village of Palmetto Bay prepared by Company dated August 22nd, 2016. (Exhibit 2).

ES ✓

CC CC

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

A. This Agreement

B. Exhibit 1

C. Exhibit 2

Article 2 Scope of Work

A. Company agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1.

C: In addition and to clarify points to this agreement the following items will be exercised by the Company as follows:

1. The term for this agreement is for a (1) year period with an option to renew at the Village's request an additional (2) one year option. One month before the contract expires the Village and the Company will re-evaluate the conditions of the timeline of this agreement and the Village will have the right to extend, re-locate the operations of the Farmers Market or terminate the contract.
2. The hours of operations will be Sundays from 8:30am EST to 2:30pm EST. The main gates to the park will be open and accessible for vendor set up at 7:00am EST. The hours of operation are subject to change due to a high volume of complaints that may occur by the surrounding residents.
3. The Company hired vendors will unload and park at the recreation center parking lot.
4. Company will utilize temporary flag markers that can be picked up and removed after each event.

ES____
CC CC

5. The Company will be able to utilize the Village's dumpster to dump all the trash after clean-up, allowable dumping of 4-5 bags of trash.
6. The Company will continue their Farmers Market operation with the new agreement date of May 23rd. 2017.
7. In the event that there is bad weather and the Company decides to cancel the farmers market for that day the Company can credit that day for not being able to open, however if the vendors are set up and need to pick up due to weather, the Village will credit the Company at a rate of 50% for that day.
8. Advertising and Marketing:
    - The Village proposes to the Company that they will advertise on their website, social media outlets, Channel 77 and banners.
    - A ribbon cutting ceremony will be done to welcome the opening of the Farmers Market.
    - Banners are allowed on 77th Avenue, 152nd Street and Old Cutler Road.
    - The Company has permission from the Village to utilize the Village of Palmetto Bay logo for their own marketing. The logo will only be utilized by the Company not their hired vendors.
9. As a courtesy to the Village, the Company is willing to donate one vendor slot at the Farmers Market for Village use to be used for community outreach, school and non-profit organizations. Village or organization will need to contact the Company with reasonable time and be able to furnish their own chairs, canopy and table.
10. The Village's park staff will have the authority to conduct a walk thru at any given time during the event and its closure. Any damages reported to the Village will be addressed and the Company will be held responsible to repair or remedy the damages.
11. The Village at any given time has the right to review the vendor list and be able to ban vendors if the Village feels that its residents are being affected.

ES____

CC CC

12. As stipulated in the prepared bid document of the Village, no alcoholic beverages will be allowed, selling or consuming.
13. Food vendors will need to be approved by the Health Department. There will be no usage of Styrofoam cups; plates take home boxes as mandated by the Village of Palmetto Bay ordinance.

Article 3 Qualifications

Company and the individual executing this Agreement on behalf of the Company warrant to the Village that the Company is a Corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the services herein described. Company acknowledges that due to the nature of this contract, that Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

The total monthly payment will be ($800.00) eight hundred dollars per month. As agreed by the Village and Company, on "rained out" days that the vendors were not able to set up, the Village will accept the credit for that day. If the vendors are set up and the Farmers Market closes early due to weather, the Village will credit 50% of that given day. In the summer months from June to August there will be a reduced monthly payment of ($600.00) six hundred dollars per month with the same "rained out" day schedule and payment plan.

ES

CC CC

Payments will be mailed to Parks and Recreation Department, Village of Palmetto Bay, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157.

Article 5 Reports

A. Prior to commencement of operations under this Agreement, the Company shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Company under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

Article 6 Termination

A. Termination/Cancellation of Contract Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Company's performance). Termination or cancellation of the contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the contract.

ES____

CC CC

B. **Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7 Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that Company may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice

Article 8 Term

The term of this Agreement shall commence upon the date of May 23rd 2017 hereof and shall remain in effect for a period of one (1) year with an additional two (1) year option or until terminated by the Village as herein set forth. Continuation of this Agreement beyond the contractual period is at the discretion of the Village, and not a right of the Company. This option will only be exercised by the Village when such continuation is clearly in the best interest of the Village. Should the Village exercise its option to continue this agreement, it shall be only for the Services (as defined within) agreed to in this Agreement.

ES

CC CC

Article 9 Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Company under this Agreement, audit, or cause to be audited, those books and records of Company which are related to Company's performance under this Agreement. Company agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Company's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Company under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Company shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 10 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Company. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials.

The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

ES

CC C C

Article 11 Indemnification

Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Company or its employees, agents, servants, partners, principals or sub-Companys. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 12 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Company. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation – Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.

ES

CC C C

- Errors and Omissions or Company liability insurance - $1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

ES

CC CC

The Company shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Company shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

Article 13 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 14 Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 15 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

ES

CC CC

Article 16 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construes as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Company of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 17 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Edward Silva, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Company:

Ms. Cecelia A. Camp
A-Trend, LLC
9611 Bahama Drive
Cutler Bay, Florida

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

ES

CC CC

Article 18 Independent Company

Company is and shall remain an independent Company and is not an employee or agent of the Village. Services provided by Company shall be by vendors of said Company and nothing in this Agreement shall in any way be interpreted or construed to deem said vendor to be agents, employees, or representatives of the Village. Company shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Company and/or making sure that the vendors have up to date licenses and are in accordance to conduct business in the Village of Palmetto Bay.

Article 19 Assignment

The Company shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Company shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Company from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Company to the Village. None of the work or services under this Contract shall be subcontracted unless the Company obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this Contract and the Company shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

Article 20 Prohibition Against Contingent Fees

Company warrants that it has no employees or retained any Company or person, other than a bona fide employee working solely for Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Company, corporation, individual or Company, other than a bond fide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

ES____

CC CC

Article 21 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 22 Conflict of Interest

Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 23 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 24 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

ES

CC CC

Article 26 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties that the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 28 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29 Jurisdiction And Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 30 Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

ES

CCCC

Article 31 Permits, Licenses and Filing Fees

The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Company's work.

Article 32 Safety Provisions

The Company shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 33 Public and Employee Safety

Whenever the Company's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 34 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The facilities shall be replaced or restored to a condition as good as when the Company began work.

Article 35 Immigration Act of 1986

The Company warrants on behalf of itself and all sub-Companies engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

ES _____

CC CC

Article 36 Company Non-Discrimination

In the award of subcontracts or in performance of this work, the Company agrees that it will not engage in, nor permit such hired vendors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 37 Accuracy of Specifications

The specifications for these services are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Company in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Company to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Company to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

ES

CC CC

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Company shall immediately notify the Village in writing, and the Company and all sub-vendors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Company's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 38 Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 39 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Article 40 Rights

The Village of Palmetto Bay shall have the rights to renew agreement, terminate agreement relocate venue and change the time of the event. All these actions will be addressed to the Company 30 days in advance.

ES_____

CC OC

Article 41 Liquidated Damages

Unless otherwise excused by the Village in writing, in the event that the Company fails to meet the expectations provided in the UP Section 2. Scope of Services on this agreement and services as determined by the Village, the Company will be subjected to contract agreement cancelation and be required to pay the Village for damages that this cancellation might cause.

All limitations of time set forth in this agreement are of the essence.

(Continuation on next page)

ES_____

CC_____

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY _____
Edward Silva

_____
Print Name

Village Manager
Village of Palmetto Bay

ATTEST

_____
Missel Arocha
Village Clerk

APPROVED AS TO FORM BY

_____
Dexter W. Lehtinen
Village Attorney

COMPANY

A-Trend LLC

ADDRESS
9611 Bahama Drive
Cutler Bay, Florida

BY _____
Cecelia A. Camp

_____
Cecelia A. Camp
Print Name

President.
A-Trend LLC

_____
Witness

Robert Friedlander
Print Name

JON PATRICK IVINS
MY COMMISSION # FF 185006
EXPIRES: March 25, 2019
Bonded Thru Notary Public Underwriters