



CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name MD Plant Health Solutions

Project Name: City-Wide Chemicals & Fertilizers

Bid/Reference # ITB-PW-25-38

Contract Type: Master Price Agreement

Original Contract Date: 05/22/2025 New End Date: 05/21/2027

Resolution # 2025-65


City Council Approval Date: 05/06/2025

City's Project Manager Jeff Gearst

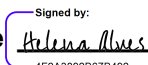
Brief Description/Purpose:

1st Renewal- MPA for various Lawn Fertilizers, Herbicides, Pesticides, and Miscellaneous Landscape Chemicals.

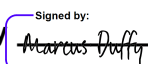
Approvals:

Responsible Dept. Director  Matt Mancill

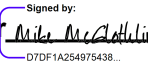
Date: Mar 5, 2026 | 8:56 AM PST

City Finance  Helena Alves

Date: Mar 5, 2026 | 2:04 PM EST

City Attorney  Marcus Duffy

Date: Mar 5, 2026 | 10:28 PM EST

City Manager  Mike McAdellin

Date: Mar 6, 2026 | 5:05 AM PST

Vendor Name and Email Rob Dillinger rd3@mdplanthealth.com



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

MD Plant Health Solutions
Attn: Rob Dillinger
16920 Carolyn Lane
North Fort Myers, Florida 33917

RE: Letter Authorizing Contract Renewal

Master Price Agreement

Contract Name

May 22, 2025

Effective date

City-Wide Chemicals & Fertilizers ITB-PW-25-38

Project name and #

Rob,

The above referenced contract is currently set to expire May 21, 2026. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until May 21, 2027. This is the first renewal.

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

- a. The Contractor's political opinions, speech, or affiliations;
- b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
- c. The Contractor's lawful ownership of a firearm;
- d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
- g. The Contractor's engagement with, facilitation of, employment by, ~~support of business~~



relationship with, representation of, or advocacy for any person described herein;
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 448.095. E-Verify Registration and Use. "Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization 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 Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section."

Contractor 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 City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required.

If agreed, please indicate approval by electronically signing below.

Please feel free to contact me at the email address below, if you have any questions.

Regards,

Nathalie Garcia

Nathalie Garcia

Sr. Contracts and Procurement Coordinator

ngarcia@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A254975438...

Print Name: Michael McGlothlin

Title: City Manager

Date: Mar 6, 2026 | 5:05 AM PST

SUPPLIER

Signed by:
By: Rob Dillinger
5AF63... (Authorized Corporate Signatory)

Print Name: Rob Dillinger

Title: President

Date: Mar 5, 2026 | 11:39 AM EST

BPO Review



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name MD Plant Health Solutions

Project Name: City-Wide Chemicals & Fertilizers

Bid/Reference # ITB-PW-25-38

Contract Type: Master Price Agreement

Contract Value \$ Over \$50K

Resolution # 2025- 65

City Council Approval Date: 5/6/2025

Standard Contract Template (Y/N): y

If No, then Reviewed by
City Attorney: n/a

Length of Contract: 1 year

If Yes, # and length of
renewals: 2 at one year each

Renewable (Y/N): yes

City's Project Manager Jeff Gearst

Brief Description/Purpose:

Price Agreement for various Lawn Fertilizers, Herbicides, Pesticides, and Miscellaneous Landscape Chemicals.

Approvals:

Responsible Dept. Director Matt Mancill

Date: May 21, 2025 | 10:30 AM EDT

City Finance Helena Alves

Date: May 22, 2025 | 7:55 AM EDT

City Attorney Marcus Duffy

Date: May 21, 2025 | 11:23 AM EDT

Acting City Manager Carren Johnston

Date: May 22, 2025 | 9:32 AM EDT

Vendor Name and Email Address: Rob Dillinger rd3@mdplanthealth.com



city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Supplier,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.



Thank you.

Regards,
City of Palm Coast
Budget & Procurement Office





MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT (“Agreement”) made and entered into this 22 day of May, 20 2025 (“Effective Date”), between MD PLANT HEALTH SOLUTIONS whose primary place of business is 16920 Carolyn Lane, North Fort Myers, FL 33917 (“SUPPLIER”) and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, (“CITY”).

WITNESSETH:

WHEREAS, CITY desires to procure certain goods (“Goods”) as set forth in Exhibit “A” Product/Price List, attached hereto and made a part hereof, from time to time from a competent and qualified supplier and has conducted a formal **Invitation to Bid, ITB-PW-25-38 (ITB)** requesting bids/quotes for the Goods; and

WHEREAS, SUPPLIER is competent and qualified to provide the Goods to CITY and desires to provide said Goods to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and SUPPLIER agree as follows:

1. PURCHASE ORDERS. During the term of this Agreement and solely upon receipt of authorizations for delivery in the form of written purchase orders (“Purchase Orders”), executed by CITY and signed by SUPPLIER, SUPPLIER shall furnish and deliver those Goods as specified in the Purchase Order and in accordance with the quantities and date or dates for delivery set forth in the Purchase Order. Each Purchase Order shall describe the Goods and related services, if any, as well as the quantities, date or dates for delivery and the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement regardless of their text. This Agreement standing alone does not authorize purchase or delivery of Goods or require CITY to place any orders. No claim for Goods furnished by the SUPPLIER not specifically provided for herein or not ordered by CITY shall be honored by CITY. CITY makes no promise that CITY will issue a Purchase Order to SUPPLIER, or as to the number of Purchase Orders during the life of this Agreement. CITY reserves the right to contract with other parties for the goods contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

2. DELIVERY- Time is of the essence in the performance of this Agreement. SUPPLIER will arrange each delivery by a carrier chosen by SUPPLIER, and delivery shall be completed in accordance with the date or dates set forth in the Purchase Order. Terms of shipping are F.O.B. Destination Freight Prepaid. Title and risk of loss shall pass when items have been received, inspected and accepted by City. All associated shipping, insurance and other related costs shall be borne by SUPPLIER. Extra charges for any purpose will not be allowed unless explicitly indicated on the Purchase Order. CITY reserves the right to conduct any inspection or investigation to verify compliance of the Goods and related services with the requirements of this Agreement and to reject any delivery not in compliance, and if the deficiency is not visible at the time of delivery, to take and/or require appropriate corrective action.

3. COMPENSATION.

A. Pricing. Pricing for the Goods set forth in any Purchase Order issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit A, Product/Price List.

B. Invoicing. Upon satisfactory delivery of the Goods required hereunder and, upon acceptance by the CITY, SUPPLIER may invoice the CITY for the amount of compensation provided for under the terms of this Agreement less any amount already paid by the CITY. SUPPLIER shall invoice CITY the amount due based on the Goods provided under the Purchase Order; but, in no event, shall the invoice amount exceed the amounts actually provided. Each Purchase Order shall be invoiced separately. SUPPLIER shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any Goods provided, the cost of the Goods, the name and address of SUPPLIER, the purchase order number, Agreement number (if applicable) and all other information required by this Agreement. The original invoice shall be emailed to ap@palmcoastgov.com.

C. Payment Terms. Payment shall be made after review and approval by CITY under the Prompt Payment Act., Fla. Stat. 218.73. Payments shall be made by CITY to SUPPLIER not more than once monthly.

4. TERM AND TERMINATION.

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of one (1) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Purchase Orders shall remain in effect until delivery and acceptance of the goods authorized by the Purchase Order as well as during periods of warranty and guarantee.

B. Termination.

i. Termination Without Cause. CITY may terminate this Agreement or any Purchase Order in whole or in part for convenience upon written notice to SUPPLIER sent at least fourteen (14) calendar days prior to the delivery date specified. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. CITY shall have no liability to SUPPLIER beyond payment of any balance owing for Goods purchased and already delivered to and accepted by CITY prior to SUPPLIER'S receipt of the notice of termination.

ii. Termination For Cause. City may terminate this Agreement or any Purchase Order in whole or in part at any time for default by written notice to SUPPLIER. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. In the event of a breach by SUPPLIER, including failure to make available or to deliver the Goods in the time and or manner provided for in this Agreement or a Purchase Order, CITY reserves the right to purchase substitutions and to charge SUPPLIER for any loss incurred. If this Agreement or any Purchase Order is terminated by CITY for SUPPLIER'S default, then SUPPLIER will be liable for all incidental and consequential damages resulting from SUPPLIER'S breach, including all damages provided in the Uniform Commercial Code (UCC). In the event SUPPLIER is adjudged by a court to be in default, SUPPLIER will pay to CITY all costs and expenses incurred by CITY in connection with the suit, including reasonable attorney's fees.

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification/Sovereign Immunity.

i. SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from any liabilities, damages, losses and costs, including but not limited to, reasonable attorneys fees arising from any claim or action based on any acts or omissions of SUPPLIER, its employees, servants, agents or subcontractors in completing the work under this Agreement; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, Patent, Industrial Design right, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Goods delivered hereunder. CITY reserves its rights to be represented in any such action by its own counsel at its own expense.

ii. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

iii. City expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

B. Insurance. The SUPPLIER shall at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirementst, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section..

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder, or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment, whichever is later. CITY or CITY'S authorized representative may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement, and SUPPLIER shall make such materials available at the SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

9. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

10. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes, including but not limited to nondiscrimination, immigration and ethics laws. Violation of this section is grounds for debarment and termination of this Agreement.

11. SCRUTINIZED COMPANIES. Contractor 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 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 City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

12. CONTRACTOR PREFERENCE. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

- a. The Contractor's political opinions, speech, or affiliations;
- b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
- c. The Contractor's lawful ownership of a firearm;
- d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
- g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
- h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

- 13. CONTRACT DOCUMENTS.** The ITB and all submissions prepared by SUPPLIER in response to the ITB are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.
- 14. ENFORCEABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.
- 15. ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. Any amendments to this Agreement must be in writing signed by both parties. In the event of a conflict between this Agreement and a Purchase Order or any other writing, this Agreement controls over such inconsistent or additional terms.
- 16. E-VERIFY REGISTRATION AND USE.** 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. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
 - B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization 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 Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

- 17. INDEPENDENT CONTRACTOR.** The relationship of the parties established by this Agreement and all Purchase Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by the SUPPLIER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.
- 18. NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:

Rob Dillinger, President
MD Plant Health Solutions
16920 Carolyn Lane
North Fort Myers, FL 33917

19. PUBLIC RECORDS LAW. The parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally makes public all records or other writings made or received by the parties. If SUPPLIER is either a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

1. Keep and maintain all public records required by CITY to perform the services herein; and
2. Upon request from CITY’S custodian of public records, provide 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 Chapter 119, F.S. or as otherwise provided by law; and
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 Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of the SUPPLIER or keep and maintain public records required by CITY to perform the services herein. If the SUPPLIER transfers all public records to CITY upon completion of the Agreement, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the Agreement, the SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’S custodian of public records, in a format compatible with the information technology systems of CITY.

All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, the SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from the SUPPLIER’S failure to comply with these requirements.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE AT 386-986-3713, CITYCLERK@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

20. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the services of any subcontractors or other professional associates in connection with performance of this Agreement or any Purchase Order, SUPPLIER must first secure CITY’S prior express written approval. If subcontractors or other professional associates are required, SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates.

21. UCC. In addition to any rights or remedies contained in this Purchase Order, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.

22. WARRANTY. SUPPLIER warrants that all Goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications. In addition, SUPPLIER warrants that all work or services, if any, shall be performed in a good and competent workmanlike manner. The Goods and services hereunder are covered by the most favorable commercial warranties given any customer for such Goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to CITY by any other clause of this Agreement. A copy of this warranty and all applicable manufacturer’s warranties shall be furnished with the delivery of the Goods and, services if any. The equipment manufacturer’s warranty must apply at a minimum, and must be honored by SUPPLIER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

DocuSigned by:
By: Lauren Johnston
17644D609F7D434...

Print: Lauren Johnston

Title: Acting City Manager

Date: May 22, 2025 | 9:32 AM EDT

MD PLANT HEALTH SOLUTIONS

Signed by:
By: Rob Dillinger
Authorized Signatory
5AF63288F14F7AB...

Print: Rob Dillinger

Title: President

Date: May 20, 2025 | 1:20 PM EDT

Exhibits:

A: Product/Price List

B: Insurance Requirements

**Exhibit A
PRODUCT/PRICE LIST**

(See attached)

ITB-PW-25-38 Landscape Chemicals and Fertilizer - Pricing Spreadsheet

Please Note that Generic Brands are acceptable as long as the active ingredients are a 100% match to the branded item.

Vendors enter bid price in \$00.00 format (2 decimal places). Type NO BID if not bidding on any specific item.

"X" If Applies

"X" If Applies

CHEMICAL CLASSIFICATION	CHEMICAL	ACTIVE INGREDIENT	QUANTITY	UNIT OF MEASURE	Unit Price	Price Per Ton	Alternative Item Meeting Specs	AGENCY PRICING APPLIES
Herbicide	Quinclorac 75 DF	Quinclorac	1	1 lb.	no bid			
Herbicide	Avenue South *	2, 4-D & Dicamba	1	2.5 Gallon	no bid			
Herbicide	Basagran	Sodium salt of bentazon	1	1 gal.	no bid			
Herbicide	Vessel	Dimethylamina salt of 2,4,D	1	2.5 gal.	no bid			
Herbicide	* Monument 75 WG	2-pyridinesulfonamide	1	25 grams	no bid			
Herbicide	Dismiss NXT	Carfentrazone-ethyl*3.53%, Sulfentrazone**31.77%	1	60 oz	\$285.00		X	
		Isopropylamine salt of Imazapyr 27.77%						
Herbicide	habitat		1	2.5 gal	no bid			
Herbicide	Certainty	Sulfosulfuron 75%	1	1.25 oz.	\$58.00		X	
Herbicide	Alligare TRICLOPYR 3	Triclopyr 44.4%	1	2.5 gal.				
Herbicide	Aquathol® K	Endothal - potassium 40.3%	1	2.5 gal.	no bid			
Herbicide	Alligare GLYPHOSATE 5.4	Glyphosate 53.8%	1	2.5 gal.	\$60.00			
Herbicide	Dismiss	Sulfentrazone	1	64 oz.	\$120.00		X	
Herbicide	* Celsius™	Dicamba	1	10 oz.	no bid			
Herbicide	* Echelon 45C	Sulfentrazone - 13.6% Prodiamine - 27.3%	1	1 gal.	no bid			
Herbicide	Resolute 4FL	40.7% Prodiamine	1	1 gal.	\$106.00		X	
Herbicide	Lontrel	Clopyralid 40.9	1	32 oz.	no bid			
Herbicide	Garlon 4 Ultra	triclopyr 60.45%	1	25 gal.	no bid			
Herbicide	* Specticle® FLO	Active Ingredient: Indaziflam - 7.4%	1	1 gal.	no bid			
Herbicide	Surflan AS T&O Green	oryzalin 40.4%	1	2.5 gal.	no bid			
Herbicide	polaris	Isopropylamine salt of Imazapyr 28.7	1	2.5 gal	no bid			
Herbicide	Tribune	Diquat Dibromide	1	2.5 gal.	no bid			
Herbicide	* Tribute Total	Foramsulfuron	1	10 oz	no bid			
Herbicide	Trimec Southern	Dimethylamine salt of (+)-(R)propionic acid - 17.37%	1	2.5 gal.	no bid			
Herbicide	Fusilade II	Fluazifop-P-butyl - 24.5%	1	32 oz.	\$33.75		X	
Herbicide	Blindside	Sulfentrazone 60%/Metsulfuron-methyl 6%	1	10 oz.	no bid			
Herbicide	*Reward	Diquat - 37.3%	1	2.5 gal.	\$270.00		X	
Herbicide	* Revolver	Foramsulfuron 2.34%	1	87 oz.	no bid			
Herbicide	Podium PGR	Trinexapec-ethyl	1	1 gal	\$120.00		X	
Herbicide	roundup custom	Glyphosate	1	2.5 gal	no bid			
Herbicide	roundup custom	Glyphosate	1	30 gal	no bid			
Herbicide	xonerate 2sc	amicarbazono	1	12oz.	no bid			
Herbicide	Ranger PRO	Glyphosate	1	2.5 gal	no bid			
Herbicide	Roundup QuikPRO	Glyphosate, Diquat	1	6.8 lbs.	no bid			
Herbicide	Agristar 2,4-D	2,4-D Amine	1	2.5 gal.	no bid			
Herbicide	Pendulum®	Pendimethalin	1	2.5 gal.	no bid			
Herbicide	Sencor	Metribuzin 75%	1	5 lb.	no bid			
Herbicide	Rometsol	Metsulfuron Methyl 60%	1	8 oz.	\$21.00		X	
Herbicide	Negate	Metsulfuron Methyl/Rimsulfuron	1	1.5 oz.	\$55.00			X
Herbicide	Anderson's Goose & Crabgrass Control	Bensulide 5.25%/Oxadiazon 1.3%	1	28.87 lb.	no bid			
Herbicide	Tower	Dimethenamid-P 63.9%	1	5 gal.	no bid			
Herbicide	Kerb SC T&O	Pronamide	1	2.5 gal.	\$500.00		X	
Herbicide	Snapshot	Trifluralin/Isocaban	1	50 lb.	no bid			
Herbicide	Resolute	Prodiamine	1	1 gal.	\$106.00		X	
Herbicide	Surflan XL 2G	Benefin 1%/Oryzalin 1%	1	50 lb.	No bid			
Herbicide	Cheetah Pro	Glufosinate ammonium 24.5%	1	30 gal.	No Bid			
Fungicide	* Dimension 2 EW	Dithiopyr	1	2.5 gal.	\$375.00		X	
Fungicide	ZeroTol 2.0	Hydrogen Dioxide 27.1% Peroxyacetic Acid 2.0%	1	2.5 gal.	No bid			
Fungicide	Dithane F-45	bisdithiocarbamate.....37.0%	1	2.5 gal.	No Bid			

Fungicide	Dithane 75 DF Rainshield	Mancozeb	1	48 lb.	no bid			
Fungicide	Chipco 26019	lprodione, imidazolidinecarboxamide 23.3%	1	2.5 gal.	\$170.00		X	
Fungicide	Chipco Signature	Aluminum trisphosphonate	1	5.5 lb.	\$120.00		X	
Fungicide	Fore WSP	Manganese16.0%	1	6 lbs.	No Bid			
Fungicide	Mefenoxam	Mefenoxam 22.5%	1	1 gal	\$330.00		X	
Fungicide	Fore WSP	Mancozeb	1	6 lbs.	No Bid			
Fungicide	26 GT(Bayer)	lprodione 23.3%	1	2.5 gal	\$170.00		X	
Fungicide	ProStar	Flutalonil	1	3 lb.	No bid			
Fungicide	Spectro 90 WDG	Chlorothalonil 72%, Thiophanate 18%	1	5 lbs.	No bid			
Fungicide	*Segway	Cyazofamid - 34.5%	1	39.2 oz	\$295.00		X	
Fungicide	copper sulfate powder	Copper	1	50lbs.	No Bid			
Fungicide	*Subdue Maxx	Mefenoxam - 22%	1	1 gal.	\$330.00		X	
Fungicide	Consan Turf	Dimethyl benzyl ammonium chloride	1	2.5 gal.	No Bid		X	
Fungicide	Cutrine Plus Algaecide	Copper ethanalamine complex 13.95%, Copper triethanolamine complex 13.95%	1	2.5 gal.	No Bid			
Fungicide	Kphite	Phosphorous Acid	1	2.5 gal.	No bid			
Fungicide	Mirage Stressguard	Tebuconazole 21%	1	2.5 gal.	\$50.00		X	
Fungicide	Heritage - G	0.31% Azoxystrobin	1	30 LBS.	No Bid			
Fungicide	*Daconil Weatherstik	54% Chlorothalonil	1	2.5 gal.	\$70.00		X	
Fungicide	*Banner Maxx II	14.3% Propiconazole	1	1 gal.	\$60.00		X	
Fungicide	*Exteris Stressgard	fluopyram	1	2.5 gal.	No Bid			
Fungicide	*Pageant Intrinsic	Pyraclostrobin 12.8%, boscalid 25.2%	1	12 lbs.	No Bid			
Fungicide	*Honor Intrinsic	pyraclostrobin 16.8%, boscalid 11.2%	1	3 lbs	No Bid			
Fungicide	Insignia	Pyraclostobin 20%	1	39 oz	No Bid			
Fungicide	Docket WS	Chlorothalonil - 54%	1	2.5 gal.	No Bid			
Fungicide	*Banol	Propamocarb hydrochloride - 66.5%	1	2.5 gal.	No Bid			
Insecticide	clearys 3336 flowable	Thiophanate-methyl	1	2.5 gal.	\$125.00		X	
Insecticide	Dylox 420 SL	Trichlorfon - 37.3%	1	2.5 gal.	No Bid			
Insecticide	Acephate 97	Acephate 97%	1	10 lbs.	No Bid			
Insecticide	Merit 0.5g	Imidacloprid, 1-[(6-Chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine	1	30lbs	no bid			
Insecticide	talstar xtra	Bifenthrin	1	3/4 gal	No Bid			
Insecticide	Provaunt	Indoxacarb - 30%	1	12 oz	No Bid			
Insecticide	Acelpryn	Chlorantranilipole	1	64 oz.	No Bid			
Insecticide	enclave	Chlorothalonil, lprodione, T-methyl	1	2.5 gal	\$330.00			X
Insecticide	*Taurus Trio G	Fipronil 0.0143%, Bifenthrin 0.23%, Lambda Cyhalothrin 0.059% 24.7% Clothianidin, 12.3% Bifenthrin	1	30 lbs.	\$72.00			X
Insecticide	*Aloft GC SC		1	64 oz	No Bid			
Insecticide	Chlorpyrifos 4E SPC Turf	Chlorpyrifos	1	2.5 gal.	\$190.00		X	
Insecticide	dominion 2l	Imidacloprid: 1-1[(6-Chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine	1	1 gal	No bid			
Insecticide	Carbaryl 4L	Carbaryl 43.4%	1	2.5 gal	No bid			
Insecticide	Avalon Golf	Bifenthrin	1	1 gal.	No Bid			
Insecticide	Zenith 2F	imidacloprid 21.4%	1	1 gal.	No Bid			
Insecticide	Extinguish Plus Fire ant Bait	Hydromethylnon/5-Methoprene	1	25 lb.	No Bid			
Insecticide	* Triple Crown	Bifenthrin	1	1 gal.	No Bid			
Insecticide	tristar 8.5 sl	Acetamiprid	1	1 gal.	No Bid			
Nematicide	* Top Choice	Fipronil	1	50 lbs.	\$160.00		X	
Nematicide	Nemasan	Quillaja Extract 8%, Chitosan 2%	1	2.5 gal	No bid			
Nematicide	Nimitz Pro G	Fluensulfone 1.5%	1	40 lb.	\$385.00			X
Nematicide	NemShield Gold	Bacillus Chitinosporous	1	2.5 gal.	No Bid			
Nematicide	Indemnify	Fluopyram	1	17.1 oz.	No Bid			
Adjuvant/Surfactant, Lake & Pond Dye	Todal	Abamectin	1	1.90%	No bid			
Adjuvant/Surfactant, Lake & Pond Dye	Cide Kick	D'limoncne a by product of the citrus industry	1	2.5 gal.	No bid			
Adjuvant/Surfactant, Lake & Pond Dye	Citriwet	Penetrant/Masking Agent-Citrus Base	1	2.5 gal.	No bid			
Adjuvant/Surfactant, Lake & Pond Dye	LI 700	350g/L SOYAL PHOSPHOLIPIDS 350g/L PROPIONIC ACID	1	2.5 gal.	No Bid			
Adjuvant/Surfactant, Lake & Pond Dye	Delux	Ammonium Sulfate 34.1%	1	2.5	\$50.00			X
Adjuvant/Surfactant, Lake & Pond Dye	Turf Tracer Ultra	Blue Tracker Dye	1	1 qt.	\$21.00		X	

Adjuvant/Surfactant, Lake & Pond Dye	Shakedown	Polydimethylsiloxane	1	1 qt.	No Bid			
Adjuvant/Surfactant, Lake & Pond Dye	*Knockdown	Dimethylpolysiloxane.....10%	1	1qt.	\$25.00			X
Adjuvant/Surfactant, Lake & Pond Dye	*Cascade Plus	10% Alcohol Ethoxylates 90% Polyethylene – polypropylene Glycol – Block Copolymer	1	2.5 gal.	\$260.00			X
Adjuvant/Surfactant, Lake & Pond Dye	*Delux	Proprietary blend of nonionic surfactant and formulation aids65.9% Ammonium sulfate 34.1%	1	2.5 gal.	\$50.00			X
Adjuvant/Surfactant, Lake & Pond Dye	*Jet Black EZ SoluPak	Proprietary blend of water-soluble dyes and stabilizers	1	4 x 30 gram	\$13.00		X	
Adjuvant/Surfactant, Lake & Pond Dye	*New Balance	Alkyl polyethoxy ether 20% 2-hydroxy-1, 2,3-propane-tricarboxylic acid..... 19%	1	1 gal.	\$42.00			X
Adjuvant/Surfactant, Lake & Pond Dye	*Erase	Proprietary blend of alkalinity builders, emulsifiers, surfactants and formulation aids .. 100%	1	1gal.	\$43.00			X
Adjuvant/Surfactant, Lake & Pond Dye	NIS 80:20™	Alkyl polyethoxy ethers	1	2.5 gal.	\$50.00			X
Adjuvant/Surfactant, Lake & Pond Dye	Hydretain ES Plus II	50% Humectants	1	2.5 gal.	No bid			
Adjuvant/Surfactant, Lake & Pond Dye	Aqua Aid	Penetrant Wetting Agent	1	2.5 gal	No bid			
Adjuvant/Surfactant, Lake & Pond Dye	Aquafer	Retention Wetting Agent	1	2.5 gal.	No bid			
Adjuvant/Surfactant, Lake & Pond Dye	Hydration A Plus	Penetrant/Retention Wetting Agent	1	2.5 gal.	No Bid			
Adjuvant/Surfactant, Lake & Pond Dye	Flo Thru A Plus	Penetrant Wetting Agent	1	2.5 gal.	No Bid			
Adjuvant/Surfactant, Lake & Pond Dye	* Aqueduct	Alkoxyated polyols	1	2 .5gal.	No Bid			
Adjuvant/Surfactant, Lake & Pond Dye	MES100	Methylated Seed Oil	1	2.5 gal.	No Bid			
Growth Regulator, Amendments, Soil	Primo Maxx	Trinexapac-ethyl-11.3%	1	1 gal	No bid			
Growth Regulator, Amendments, Soil and Media	Sarge	Pigment	1	1 gal.	\$162.00		X	
Verde Cal G Green	*Anuew	prohexadione calcium	1	1.5 lbs.	\$90.00		X	
Verde Cal G Green	Verde Cal G Green	Calcium Sulfate, Gypsum	1	50 lbs.	No Bid			
gator 350	Podium	Trinexapac-ethyl 11.3%	1	1 gal.	\$120.00		X	
30-0-0	fertilizer gator perform		1	55 gal	No Bid			
18-0-0	fertilizer gator perform		1	55 gal	No bid			
12-0-0	fertilizer gator perform		1	55 gal	No bid			
high iron	fertilizer gator perform		1	55 gal	No bid			
gator 8-8-12	fertilizer gator perform		1	55 gal	No bid			
gator excel 400mn	fertilizer gator perform		1	55 gal	No Bid			
pre m	barricade	Prodiamine	1	pellets	No Bid			
pre m	specticle flo	Indaziflam	1	1 gal	No Bid			
pre m	dimension 2EW	Dithiopyr	1	2.5 gal	\$375.00		X	
pre m	snapshot TG	Trifluralin - 2%, Isoxaben - 0.5%	1	50lbs.	No bid		X	
fertilizer	21.0.0	Total Nitrogen 21.000 % Ammoniacal Nitrogen, available Phosphate (P205) None, Soluble Potash (K20) None, Total Sulfur (S) 24.000 % Sulfur as S Derived From Sulfate of Ammonia. Chlorine not more than 7.5 %	1	50lbs.	No Bid			
fertilizer	24.0.11	Total Nitrogen 24.000 % water soluble Nitrogen, available Phosphate (P205) None, Soluble Potash (K20) 11.000 %, Total Iron as (Fe) 0.005 % Soluble Iron as Fe, 0.050 %Chelated Iron as Fe, Total Manganese as (Mn) 0.029 % soluble Manganese as Mn derived from muriate of Potash, polymer coated sulfur coated urea. Iron EDTA, Iron sucrate, Manganese . 5.040 % Units slow release Nitrogen. Chlorine not more than 7.5 %	1	50lbs.	No Bid			
fertilizer	12.1.0	Total Nitrogen 12.000 % ; 10.000 % Ammoniacal Nitrogen, 0.300 % water soluble Nitrogen, 1.700 % water insoluble Nitroge. available Phosphate (P205)1.000 %. Soluble Potash (K20) none Derived from activated sludge, sulfate of ammonia. Chlorine not more than 7.5 %	1	50lbs.	No Bid			

Exhibit B
INSURANCE REQUIREMENTS

1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY or the CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- 1.2. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.3. Until such time as the insurance is no longer required to be maintained by the SUPPLIER, the SUPPLIER shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by the CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required by this Section.
- 1.4. Neither approval by the CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve the SUPPLIER of the SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of the SUPPLIER to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
- 2.3. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the SUPPLIER shall, as soon as the SUPPLIER has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to the CITY the SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE.

3.1. Without limiting any of the other obligations or liability of the SUPPLIER, the SUPPLIER shall, at the SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

3.1.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	
General Aggregate (per project)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.1.3. Business Auto Policy.

The SUPPLIER'S insurance shall cover the SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by the SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS	
Each Occurrence Bodily Injury and	\$1,000,000.00
Property Damage Liability Combined	

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

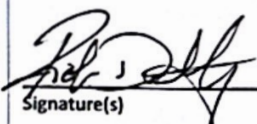
B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

<p><u>MO Plant Health Solutions</u> Name of Bidder</p> <p><u>Rob Dillinger President</u> Name and Titles of Authorized Representative(s)</p> <p><u></u> Signature(s)</p> <p><u>3/26/25</u> Printed Date</p>
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CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that MD Plant Health Solutions does not employ, contract with, or subcontract with an unauthorized alien and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of MD Plant Health Solutions proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Rob Dillinger

Title: President

Date: 03/26/25

STATE OF FLORIDA

COUNTY OF Lee

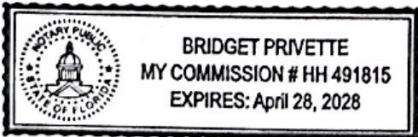
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 26 day of March 2025 by Rob Dillinger President of MD Plant Health Solutions, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____.

Bridget Privette
Notary Public

Bridget Privette
Name typed, printed or stamped

My Commission Expires: 04/28/2028

[NOTARY SEAL]



FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION

(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

MD Plant Health Solutions is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Rob Dillinger

Title: President

Signature: 

Date: 3/26/25

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FL

County of Lee

MD Plant Health Solutions

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of ^ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 3/26/25

Signed: *Rob Dillinger*

Entity: MD Plant Health Solutions

Name: Rob Dillinger

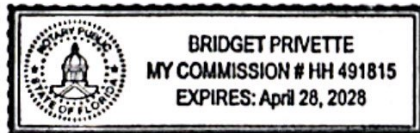
Title: President

Sworn to (or affirmed) and subscribed before me this 26th day of March, 2024, by Rob Dillinger

Bridget Privette
Notary Signature

Bridget Privette

PRINT, TYPE OR STAMP NAME OF NOTARY



Personally known

OR Produced Identification

Type of Identification Produced _____

City of Palm Coast, Florida Agenda Item

Agenda Date: May 6, 2025

Department	PUBLIC WORKS	Amount	OVER \$50K
Division	STREETS MAINTENANCE	Account #	10015011-052000
Subject: RESOLUTION 2025-XX APPROVING MASTER PRICE AGREEMENTS WITH MULTIPLE VENDORS FOR CITYWIDE CHEMICALS AND FERTILIZERS			
Presenter: Matthew Mancill, Director of Public Works			
Attachments:			
<ol style="list-style-type: none"> 1. Resolution 2. Draft Contracts (6) 3. Notice of Intent to Award 4. Project Overview 			
Background:			
Council Priority:			
D. Sustainable Environment and Infrastructure			
<p>The City of Palm Coast’s Public Works department is seeking City Council approval to enter into Master Price Agreements (MPA) with multiple qualified vendors capable of supplying essential chemical products used to maintain and treat citywide landscaped areas. These products are necessary for the upkeep of medians, parks, facilities, and other public properties throughout the City. In accordance with the City’s Purchasing Policy, staff advertised and solicited competitive bids. Multiple submissions were received and evaluated based on responsiveness, responsibility, and pricing. Selected vendors were deemed qualified and capable of meeting the City’s needs. A Notice of Intent to Award and draft agreements for each selected vendor are attached.</p>			
Fiscal Impact:			
<p>Funding for these purchases is included in the Public Works Department’s Fiscal Year 2025 adopted budget. Expenditures will be made on an as-needed basis and within allocated budget appropriations. A detailed cost breakdown and funding source information is provided in the attached Source of Funds Worksheet.</p>			
Staff Recommendation:			
<p>Staff recommends approval of the proposed MPA Contracts based on the City of Palm Coast’s bid ITB-PW-25-38 to ensure a consistent, cost-effective, and timely supply of essential chemicals necessary for maintaining the City’s landscaped assets.</p>			
Vendors:			
<ul style="list-style-type: none"> • MD Plant Health • Heritage Landscape Supply Group, Inc. • Harrell’s, LLC • SiteOne Landscape Supply 			

- Howard Fertilizer & Chemical Company, Inc
- Target Specialty Products

Source of Funds Worksheet FY 2025

Streets Maintenance - Operating Supp & Equip Under \$5K

10015011-052000	\$278,800.00
Total Expended/Encumbered to Date	\$168,053.51
Pending Work Orders/Contracts	\$0.00
Current (WO/Contract)	\$0.00
Balance	\$110,746.49

Recommended Action:

ADOPT RESOLUTION 2025-XX APPROVING MASTER PRICE AGREEMENTS WITH MULTIPLE VENDORS FOR CITYWIDE CHEMICALS AND FERTILIZERS



- New
- Reinstatement
- Transfer

Commercial Vehicle Insurance Application

To be used for Commercial Rated Vehicles, Church Buses, and Related Vehicles

Office Use

APPLICANT

Qualifying Policy Number K213153B2259A	Replaces Policy Number	Vehicle Household 3	Vehicle State Farm® 3	Other State Farm Insurance Fire <input type="checkbox"/> Life <input type="checkbox"/> Health <input type="checkbox"/>
Business Name or Applicant's Name Please Print MD Plant Health Solutions LLC		Last Name First Name Middle Name or Initial		Telephone Number <input checked="" type="checkbox"/> H (309) 241-0572 <input type="checkbox"/> B
Mailing Address 16920 Carolyn Ln		City N Ft Myers	State FL	ZIP Code 33917
Address of Principle Garaging if different		City FL	State	ZIP Code
Most Recent Liability Insurer None - not required		Company - Explain if none		How long with this company? 4 <input type="radio"/> Months <input checked="" type="radio"/> Years
Business Description (if not otherwise classified, describe in remarks) Clubs - Country or Golf (734)		Type of Business Ownership Corporation (03)		Policy Number Current Expiration Date MM/DD/YYYY
Is the applicant the registered owner of the vehicle? <input checked="" type="radio"/> Yes <input type="radio"/> No If No, who is?		Tax ID Number		Year Business Established (Ex:1985) 2
Business Website				
Items Hauled Sales Calls				
Employer's Non-Ownership Liability desired? If Yes, complete a separate application. <input checked="" type="radio"/> Yes <input type="radio"/> No		If applicant not previously insured, explain. Was not required		

DRIVERS

List all Drivers (Use Remarks for additional drivers)	Marital Status	During the past 5 years any:						If this is an added vehicle, complete area below for new drivers only		
		Accidents		Violations		Suspensions or Revocations		Driver's License Number/State	Birthdate MM/DD/YYYY	Relationship to Applicant
		Yes	No	Yes	No	Yes	No			
1	M	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	D452773820460	02/06/1982	Owner
2	S	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	H525116842140	06/14/1984	Employee
3		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			
4		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			
5		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			
6		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			
7		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			

VIOLATIONS/ACCIDENTS

Filings required <input type="radio"/> Yes <input type="radio"/> No		US DOT or MC Number	Materials Hauled Subject to Federal Hazardous Materials Regulations and Permits <input type="radio"/> Yes <input type="radio"/> No	
Driver Number	Violations	Accidents	Nature of violations and all losses - Details including facts of violations/accidents and coverage involved.	Amount
	<input type="radio"/>	<input type="radio"/>		\$
	<input type="radio"/>	<input type="radio"/>		\$
	<input type="radio"/>	<input type="radio"/>		\$
	<input type="radio"/>	<input type="radio"/>		\$

TRUCK

Year	Make ENOL with Hired Car	Model	Vehicle Identification Number	Purchased MM/DD/YYYY
Body Type	GVW		MSRP Cab/Chassis \$	MSRP Added Body \$
Special Equipment - MSRP \$	Special Equipment - Describe			
Vehicle Use	Radius (Farthest distance vehicle is operated from garaging location at least 4 times annually.)		Number of Trailers Pulled	
Distance Driven Annually	Existing Damage <input type="radio"/> No <input type="radio"/> Yes	B-Body B <input type="checkbox"/> 01 <input type="checkbox"/> 02 <input type="checkbox"/> 03 <input type="checkbox"/> 04 <input type="checkbox"/> 05 <input type="checkbox"/> 06 <input type="checkbox"/> 07 <input type="checkbox"/> 08 <input type="checkbox"/> 09 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13 <input type="checkbox"/> 14 <input type="checkbox"/> 00 G-Glass G <input type="checkbox"/> 03 <input type="checkbox"/> 06 <input type="checkbox"/> 09 <input type="checkbox"/> 12 H-Hail M-Misc. <input type="checkbox"/> H <input type="checkbox"/> M See Prior Damage Diagram Explain in Remarks		
DRG	Number Of Vehicles Owned and Operated	Leased <input type="radio"/> Yes <input type="radio"/> No	If leased, give Lessor Code Number or Name and Address in Remarks.	
GRG	Territory Based on Garaging Location			
Lien Code	Lienholder	Mailing Address	Zip Code	

TRAILER

If coverage for use of a Trailer is desired, the following must be completed. (If Physical Damage Coverages are desired, complete a separate application.)

Year	Make	Model	Serial Number / VIN
Special Equipment - Describe	Trailer Body Type	Vehicle Use	

BUSES

School Bus - The following must be completed

Seating Capacity	Regular School Term From: To:	Actual Number of Days	Summer School Term From: To:	Actual Number of Days	Owned by School District or Municipality? <input type="radio"/> Yes <input type="radio"/> No	<i>If a School Bus Contractor, explain use of Buses and name of School District in Remarks</i>
Number, description and destination of approved use trips					Church Bus - Show Radius of Operation	

COVERAGES

The insurance applied for is only for the coverages indicated by specific premium entry. If premium cannot be entered, check boxes to indicate coverage requested. The premium shown below must be in compliance with the Company's rules and rates, and is subject to revision.				Date and Time of Application MM/DD/YYYY Date 05/14/2025		Vehicle Inspected By: TR		Agent's Code Stamp T. EDISON 59-6843 FIRE 59 GULF COAST AFO F609	
Premium				Time 2:12		<input type="radio"/> A.M. <input checked="" type="radio"/> P.M.			
<input checked="" type="checkbox"/> A	BIPD Limits	Limits \$ 1000 / 1000 / 1000		330.88					
<input type="checkbox"/> B	PD (Only) Limit	Limits \$10,000							
<input type="checkbox"/> P	No-Fault Coverage	Limit <input type="radio"/> P10 <input type="radio"/> P14 <input type="radio"/> P19	Deductible <input type="radio"/> None <input type="radio"/> \$250 <input type="radio"/> \$500 <input type="radio"/> \$1,000	Deductible Applies to <input type="radio"/> Named Insureds <input type="radio"/> Named Insureds and Dependent Relatives					
<input checked="" type="checkbox"/> D	Comprehensive	<input type="radio"/> Full <input type="radio"/> Deductible Amount _____		20.00					
<input checked="" type="checkbox"/> G	Collision	Deductible Amount _____		30.00					
<input type="checkbox"/> U	Uninsured Motor Vehicle (Stacking)	Limits <input type="radio"/> Same as BI <input type="radio"/> Lower than BI _____ / _____							
<input type="checkbox"/> U3	Uninsured Motor Vehicle (Non-Stacking)	Limits <input type="radio"/> Same as BI <input type="radio"/> Lower than BI _____ / _____							
<input type="checkbox"/> C	Medical Payments Limit	<input type="radio"/> \$20,000 <input type="radio"/> \$5,000 <input type="radio"/> \$10,000 <input type="radio"/> _____							
<input type="checkbox"/> XXX	Expense Fee								
FHCF Assessment									
Endorsements									
Totals									
380.88									
Premium shown is for 6 months, unless otherwise indicated. Other _____									
SFPP Account Number 1540-5667-19		Remittance Received \$ 31.74		Balance Due \$					

BINDER
 Effective Date **May 14, 2025**
 State Farm Mutual Automobile Insurance Company
 State Farm Fire and Casualty Company
 of Bloomington, Illinois, hereby binds coverage for the insurance applied for as of the requested effective date for a period of 60 days from such date, subject to all the terms and conditions of the applicable policy and endorsements in current use by such Company. Coverage under this binder will terminate (1) when the Declarations Page of a policy is issued to you or (2) when canceled in accordance with law.

APPLICATION
 By submission of this application, you agree that: (1) You have read this application, (2) your statements on this application are correct, (3) statements made on all other applications on this date for automobile insurance with this company are correct and are made part of this application, (4) you are the sole owner of the described vehicle(s) except as otherwise stated, and (5) the limits and coverages were selected by you. **IT IS FURTHER UNDERSTOOD AND AGREED THAT NO INSURANCE IS EFFECTIVE UNDER THIS AGREEMENT (A) UNLESS THE BINDER IS COMPLETED DESIGNATING THE COMPANY ACCEPTING THIS APPLICATION OR (B) UNTIL THE DATE THE POLICY OR BINDER IS ISSUED BY THE COMPANY ACCEPTING THIS APPLICATION.**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Consumer reports, including credit and insurance loss history reports, may be ordered in conjunction with this application to help determine your eligibility for insurance and the price you are charged. In addition, consumer reports may be used to determine the price you are charged at renewal. We may also obtain and use a credit-based insurance score developed from information contained in these reports. We may use a third party in connection with the development of your insurance score. A brochure explaining how State Farm uses consumer reports is available upon your request. For additional information, please contact your State Farm agent.

The Department of Financial Services offers free financial literacy programs to assist you with insurance-related questions, including how credit works and how credit scores are calculated. To learn more, visit www.MyFloridaCFO.com.

Tina Richards

From: HOME COMUND-COMMAUTO
Sent: Thursday, May 15, 2025 10:09 AM
To: Tina Richards
Subject: Submitted - Your commercial auto application has been received and will be processed in first in first out order

*Thank you for submitting this application or supporting documents. Please click [here](#) if you need to submit any additional supporting documents. **Please note, policy numbers are not automatically assigned to commercial applications. A policy number will be generated upon underwriting review.***

If you need proof of coverage for a bound application, please consider providing the customer with a copy of the application (which contains a binder statement), a [Binder Receipt](#), or [Certificate of Insurance](#) form.

If the risk requires a State or Federal Filing, please also submit a request through [the P&C Underwriting Request \(PCUR\)](#) tool. Select [Commercial Filing/Endorsement Request](#).

**We are only able to accept emailed applications which are paid via SFPP or Credit Card. If the customer has paid by Check or Money Order, please print this application. Attach all supporting documents and the payment and mail to the appropriate Operations Center.*



RECEIPT OF PAYMENT

FOR SFPP ACCOUNT 1540-5667-19

ACCOUNTHOLDER(S)

MD PLANT HEALTH SOLUTIONS LLC
& DILLINGER, ROBERT
16920 CAROLYN LN
N FT MYERS, FL 33917-3818

AGENT

TONYA EDISON
3443 HANCOCK BR PKWY STE 401
N FT MYERS, FL 33903-7007
(239)652-1006

PAYMENT DATE	PAYMENT TYPE	CHECK # / REF #	AMOUNT
05-15-2025	CREDIT CARD	G83QB56A	\$31.74
		TOTAL AMOUNT PAID:	\$31.74

AUTHORIZED SIGNATURE:


TINA RICHARDS

THANK YOU FOR YOUR PAYMENT. PAYMENTS ARE RECEIVED SUBJECT TO COLLECTION AND POLICY PROVISIONS. WE APPRECIATE YOUR BUSINESS.

29341424070606071006101211100907

TEMPORARY AUTO IDENTIFICATION CARD

STATE FARM®

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD		
STATE FARM INSURANCE COMPANIES		
POLICY NUMBER K41 5603-F03-59 001	EFFECTIVE DATE MAY-15-2025	
<input checked="" type="checkbox"/> Personal Injury Protection		
<input checked="" type="checkbox"/> Property Damage		
<input checked="" type="checkbox"/> Bodily Injury Liability		
NAMED INSURED MD PLANT HEALTH SOLUTIONS LLC		
CAR-YEAR/MAKE/VEHICLE IDENTIFICATION NUMBER 2020 FORD F550 STK TRK 1FD0W5HT4LEC44005		
COVERAGES A, P10, D500, G500, U3		NAIC #25143
TEMPORARY		
COMPANY NO. 01780		
AGENT EDISON, TONYA L NORTH FORT MYERS, FL 33903 PHONE# 239-652-1006		
The coverage provided by the policy meets the minimum liability limits prescribed by law.		
NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE		
STATE FARM®		

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR.																												
IF YOU HAVE AN ACCIDENT- NOTIFY POLICE IMMEDIATELY																												
<ol style="list-style-type: none"> 1. Get names, addresses, and phone numbers of persons involved and witnesses. Also get driver license numbers of persons involved and license plate numbers/states of vehicles. 2. Don't admit fault or discuss the accident with anyone but State Farm or police. 3. Promptly notify your agent, log on to statefarm.com®, or use the State Farm mobile app to file a claim. 																												
For EMERGENCY ROAD SERVICE use the State Farm mobile app, log on to statefarm.com, or call 877-627-5757.																												
HOW TO IDENTIFY YOUR COVERAGES																												
SEE POLICY FOR FULL NAME AND DEFINITION																												
<table border="0"> <tr> <td>A</td> <td>Bodily Injury Liability</td> <td>H</td> <td>Emergency Road Service</td> </tr> <tr> <td>B</td> <td>Property Damage Liability</td> <td>P</td> <td>No Fault</td> </tr> <tr> <td>C</td> <td>Medical Payments</td> <td>R1</td> <td>Car Rental and Travel Expense</td> </tr> <tr> <td>D</td> <td>Comprehensive or Deductible Comprehensive</td> <td>S</td> <td>Death, Dismemberment and Loss of Sight</td> </tr> <tr> <td>G</td> <td>Collision (See outline of coverage for details regarding rental car coverage.)</td> <td>U</td> <td>Uninsured Motor Vehicle</td> </tr> <tr> <td></td> <td></td> <td>U3</td> <td>Uninsured Motor Vehicle - Nonstacked</td> </tr> <tr> <td></td> <td></td> <td>UNOC</td> <td>Use of Nonowned Cars</td> </tr> </table>	A	Bodily Injury Liability	H	Emergency Road Service	B	Property Damage Liability	P	No Fault	C	Medical Payments	R1	Car Rental and Travel Expense	D	Comprehensive or Deductible Comprehensive	S	Death, Dismemberment and Loss of Sight	G	Collision (See outline of coverage for details regarding rental car coverage.)	U	Uninsured Motor Vehicle			U3	Uninsured Motor Vehicle - Nonstacked			UNOC	Use of Nonowned Cars
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G	Collision (See outline of coverage for details regarding rental car coverage.)	U	Uninsured Motor Vehicle																									
		U3	Uninsured Motor Vehicle - Nonstacked																									
		UNOC	Use of Nonowned Cars																									

One copy of this form should be carried in your vehicle at all times.

Emergency Road Service information is located on your insurance card.

Binder of Insurance

Pending issuance and delivery of a policy pursuant to the application of the insured and to all the terms and conditions of the policy issued by the company the

State Farm Fire And Casualty Company

Does hereby insure: MD PLANT HEALTH SOLUTIONS LLC
16920 CAROLYN LN
N FT MYERS, FL 33917-3818

with loss payable to: JP MORGAN CHASE BANK

Policy Number: K41 5603-F03-59

Year	Make	Vehicle Identification Number (VIN)
2020	FORD F550 STK TRK	1FD0W5HT4LEC44005

Coverages

Liability	Comprehensive	Collision Ded
1M/1M/1M	\$500	\$500

Effective May 15, 2025, expiring not to exceed thirty (30) days hence and to become void immediately upon the issuance of a policy in place hereof.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Date 5/15, 25 Ina Richards
Authorized Representative

**RESOLUTION 2025-65
CITYWIDE CHEMICALS AND FERTILIZERS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER PRICE AGREEMENTS WITH MD PLANT HEALTH, HERITAGE LANDSCAPE SUPPLY GROUP, INC., HARRELL’S LLC, SITEONE LANDSCAPE SUPPLY, HOWARD FERTILIZER & CHEMICAL COMPANY, INC., AND TARGET SPECIALTY PRODUCT FOR CITYWIDE CHEMICALS AND FERTILIZERS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, MD Plant Health, Heritage Landscape Supply Group, Inc., Harrell’s, LLC, SiteOne Landscape Supply, Howard Fertilizer & Chemical Company, Inc., and Target Specialty Products have expressed a desire to provide various types of landscape chemicals and fertilizers to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to enter into Master Price Agreements with aforementioned vendors for citywide chemicals and fertilizers.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL OF MASTER PRICE AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Price Agreement Contracts with MD Plant Health, Heritage Landscape Supply Group, Inc., Harrell’s, LLC, SiteOne Landscape Supply, Howard Fertilizer & Chemical Company, Inc, and Target Specialty Products, which is attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall

be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 6th day of May 2025.

ATTEST:



KALEY COOK, CITY CLERK

CITY OF PALM COAST



MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY



MARCUS DUFFY, CITY ATTORNEY



Attachments: Exhibit "A" – Draft Contracts