



City Attorney Approval



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: SiteOne Landscape Supply, LLC

Bid/Contract Ref # Irrigation Parts & Related Supplies B240067AVR

Agency Name: Lee County Board of County Commissioners

Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2025-103

City Council Approval Date: 7/15/2025

Contract Term End Date 3/7/2027

Renewable Y/N Y

If yes # and length of renewals: One (1) Additional 3-year term

City's Project Manager(s) Jeff Gearst

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Lee County Agreement for Irrigation Parts & Related Supplies as needed.

Approvals:

Responsible Dept. Director Matt Mancill
DocuSigned by: @7A2306A80805431

Date: Jul 17, 2025 | 4:14 PM PDT

City Finance Helen Blue
Signed by: @7A2306A80805431

Date: Jul 18, 2025 | 7:46 AM EDT

City Attorney Marcus Duffy
DocuSigned by: @5D97A2D974417

Date: Jul 17, 2025 | 1:55 PM EDT

Acting City Manager Lauren Johnston
DocuSigned by: 17654D809F7D434

Date: Jul 18, 2025 | 8:40 AM EDT

Vendor Name and Email Sara Heathcote sheathcote@siteone.com

ENGAGEMENT LETTER ADDENDUM**1. 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."

2. Prohibition against considering social, environmental, political, or ideological interests in government contracting

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.

3. **Scrutinized Companies**

A. 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 by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. **Public Records.**

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make 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:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. 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
7. 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
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, 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.

B. 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, 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 SUPPLIER'S failure to comply with these requirements.

C. 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.

9. **Governing Law:**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that 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. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

10. Sovereign Immunity

City of Palm Coast 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 of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. Taxes

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.

CITY OF PALM COAST

DocuSigned by:
Lauren Johnston
By: 17644D809F7D434

Print: Lauren Johnston

Title: Acting City Manager

Date: Jul 18, 2025 | 8:40 AM EDT

SUPPLIER

DocuSigned by:
By: *Keith McGinty*
64043394B8D3AA41

Print Name: Keith McGinty

Title: Director, Government Accounts

Date: Jul 17, 2025 | 10:03 AM PDT

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.](#)

SiteOne Landscape Supply 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: **Keith McGinty**

Title: **Director, Government Accounts**

Signature: **Keith McGinty**
DocuSigned by:
4B1365AB85BA4A1...

Date: **May 16, 2025 | 8:06 AM PDT**



FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

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: _____

Signed: _____

Entity: _____

Name:

Title:

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2024, by _____.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____

OR Produced Identification _____

Type of Identification Produced _____



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that [insert contractor company name] 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 [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Keith O. McGinty

Print Name: Keith O. McGinty

Title: Director

Date: 5/16/25

STATE OF FLORIDA

COUNTY OF The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of May, 2025 by Keith O. McGinty, Director of SiteOne Landscape Supply a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced [type of identification] as identification.

[Notary Seal]



Valerie Roberts
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
06/03/2029

V. Roberts

Notary Public

Valerie Roberts

Name typed, printed or stamped

My Commission Expires: 6/3/29

B240067AVR
Irrigation Parts and Related Items
SiteOne Landscape Supply, LLC

E1 Contract # N/A - P/O

AGREEMENT FOR IRRIGATION PARTS AND RELATED ITEMS

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and SiteOne Landscape Supply, LLC, a Delaware company authorized to do business in the State of Florida, whose address is 300 Colonial Center Parkway, Ste. 600, Roswell, GA 30076, and whose federal tax identification number is 36-4485550, hereinafter referred to as "Vendor,"

WITNESSETH

WHEREAS, the County intends to purchase irrigation parts and related items from the Vendor in connection with "Irrigation Parts and Related Items" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B240067AVR on November 17, 2023 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products; and,

WHEREAS, the County posted a Notice of Intended Decision on February 7, 2024; and,

WHEREAS, the Vendor has reviewed the products to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 through 9 of the Scope of Work and Specifications section of B240067AVR, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B240067AVR, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for a one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed more than two (2)

additional years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be March 19, 2024.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current

A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County 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, Florida Statutes, or as otherwise provided by law;
 - 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; and
 - 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the

County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where

proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.
- C. Vendor shall secure from the applicable third-party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this

Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

[Remainder of the page left intentionally blank.]

Vendor's Representative

Name: Brisendine Briley
Title: President
Address: 300 Colonial Center
Parkway, Ste.600
Roswell, GA 30076
Telephone: (216)706-9250
Facsimile: (248)581-1433
Email: Bids@siteone.com

County's Representative

Name: Mary Tucker
Title: Procurement
Management Director
Address: P.O. Box 398
Fort Myers, FL 33902
Telephone: (239) 533-8881
Facsimile: (239) 485-8383
Email: mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation
 - 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

SITEONE LANDSCAPE SUPPLY, LLC

Signed By: [Signature]

Signed By: [Signature]

Print Name: Keith McGinty

Print Name: Monique Potts

Title: Sr. Bid Rep

Date: _____

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed By: [Signature: Mike Greenwell]

Print Name: Mike Greenwell

Title: chair

Date: 3/7/2024 | 3:06 PM EST

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: [Signature: Chris Jagodzinski]
DEPUTY CLERK

APPROVED AS TO FORM FOR THE RELIANCE
OF LEE COUNTY ONLY:

BY: [Signature: Robert Holborn]
OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a library of Vendors for the purchase of irrigation parts and related items on an as-needed basis for use by multiple departments within the County.
- 1.2. The County intends to purchase irrigation parts and related items under this Agreement, i.e., nozzles, shrub adapters, PVC pipe, and bodies. Vendor shall stock irrigation parts and related items for both potable and reuse water. The need exists to have a proper source of supply that is responsive, readily available, and able to meet the County requirements with minimum delay in acquisition and/or delivery. Since the departments of the County maintain a minimal inventory, these items are procured on an "as-needed" basis only, and delays in acquisition are not acceptable.
- 1.3. No guarantee is given or implied as the total quantity or dollar values of this bid. The County is not obligated to place any order with the Vendor. Contract awards will only guarantee a specific source of supply for the County and will not guarantee or obligate total dollar expenditure.

2. VENDOR PERFORMANCE

- 2.1. The Vendor shall maintain an acceptable level of satisfactory service throughout the duration of the contract.
- 2.2. Vendor shall own, operate, or maintain a store, warehouse, or other establishment in which the materials, and/or supplies required for the fulfillment of this Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor, the Vendor must engage in, as its principal business and in its own name, the purchase, and sale of the materials.
- 2.3. The vendor(s) shall stock irrigation parts and related items for both potable and reuse water. All irrigation parts shall be in stock or available within 24 hours. The following is a manufacturers list of the County's existing irrigation and parts:
 - Toro
 - Hunter
 - Hit
 - Irritrol
 - Netafim
 - Rain Bird

3. NEW MATERIAL

- 3.1. Unless otherwise provided for in this specification, the Vendor represents and warrants that the goods, materials, supplies, or components offered to the County under this bid are new, not used or reconditioned, are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. No irregulars or seconds will be accepted.

4. COUNTY LOCATIONS

- 4.1. There are multiple departments and locations in which orders may be placed for irrigation parts and related items. Vendor shall deliver to all locations within the County.

5. AREA SALES REPRESENTATIVE

- 5.1. Vendor shall provide a Sales Representative with contact information for the ease of County use and availability by the Vendor. Contact information shall include the name, telephone, fax number, and email address of the company sales representative. Vendor Sales Representatives may be asked to provide quotes, answer general questions, and assist the County employees with ordering items under this agreement.

6. DELIVERY

- 6.1. Deliveries shall be within three (3) calendar days after verbal, electronic, or fax receipt of an order placed by an authorized member of the County.
- 6.2. Deliveries to locations shall be coordinated with the County representative. Locations will be provided at time of the order. Some County locations are multi-story buildings with elevators. The County representative will provide instructions as to where deliveries are to be made. All deliveries shall be unloaded by Lee County staff located at the delivery point.
- 6.3. All shipments shall be Free on Board (FOB) Destination delivered and unloaded by the Vendor's delivery driver between the hours of 8:00 AM to 4:00 PM Eastern Time, Monday through Friday, excluding holidays.

7. INVOICING

- 7.1. Vendor shall provide an invoice that includes the following:
 - Purchase Order number
 - Quote number and/or order date
 - Manufacturer part name and number
 - Catalog/list price at time of the order
 - Discount Percentage
 - Final cost based on discount percentage
- 7.2. All information necessary to accurately verify all costs incurred by the County shall accompany the Vendor's invoice. If the County cannot assess accurately the costs for any project, payment shall be held until the Vendor substantiates all its invoiced charges. A current invoice shall be provided to verify the materials costs, but if for some reason this cannot be done the County representative shall determine the cost of the material.

8. RETURN POLICY

- 8.1. The County requires the ability to return any and all new and unused items purchased under this Agreement to the Vendor within 60 calendar days after acceptance without a restocking fee and for a full refund.
- 8.2. All materials returned for credit shall be credited to the order they were originally purchased on. At no time will cash refunds be made. At no time shall materials be exchanged for another, without a credit memo and a new invoice being issued containing a notation of the applicable order number.
- 8.3. Vendor shall promptly pick up/accept any return for items incorrectly shipped, ordered, or delivered in unsafe and/or damaged condition, at no cost to the County.

9. AUDIT / PRICE VERIFICATION

- 9.1. The County reserves the right to conduct an audit at any time during the term of this Agreement to ensure that pricing is in compliance with the submitted manufacturers price list. Price before discount shall be verifiable.

- 9.2. Vendor shall, at no cost to the County, maintain a web-based catalog of prices or an established manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes. The County reserves the right to withhold or delay payment should source pricing be unable to be verified. Such documents must be kept up to date and provided to the County requesting departments as soon as feasible upon request.
- 9.3. Failure to provide or maintain necessary product catalogs to verify cost of parts purchased may result in delays to payment.

End of Scope of Work and Specifications Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

1.1. The Vendor shall be responsible for furnishing and delivering the commodities to the Lee County requesting Department(s) on an "as needed basis" for a one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. BASIS OF AWARD

2.1. It is the County's intent to award to a library of Vendors that are responsive, responsible, and meet the County's requirements and specifications. This will allow individual departments and divisions to use the Vendor that has the needed product that best supports the department's needs. The County reserves the right to purchase the product or service listed in this bid elsewhere at its sole discretion.

3. DISCOUNT PERCENTAGE PRICING

3.1. Vendor shall submit prices as a flat discount percentage to be deducted from the current manufacturer's web-based catalog prices or an established manufacturer's price list.

3.2. Vendor shall be required to bid each line with one of the following:

- Discount percentage off manufacturer's price.
- "0%" if the Vendor carries materials from the manufacturer and no discount percentage is being offered.
- "N/A" if the Vendor does not offer materials from the manufacturer.

3.2.1. Discount percentage must be provided as a flat percentage (i.e., 25% off Rainbird Manufacturer items). The County will not accept a "range" percentage off the listed Manufacturers item (i.e., 10% - 25% off Rainbird Manufacturer items). Where a "range" discount percentage is bid, the County may deem the associated Vendor Non-Responsive at its sole discretion.

3.3. Vendor shall provide a flat discount percentage that will be applied to items on the Vendor's website list pricing or current catalog list pricing.

3.4. Discounts specified per bid schedule shall be applied to each individual product of the manufacturer ordered and shall remain firm for the entire contract term, inclusive of any renewals.

3.5. Discount percentage shall include all delivery charges.

4. WEBSITES/CATALOGS

4.1. Vendor must submit within their submittal, website addresses for manufacturers pricing and/or catalog items or the best methods to view pricing and/or catalog items (i.e. manufacturer website, printed catalog or other). If a catalog is printed Vendor shall submit with its bid. If no catalog is available, Vendor shall indicate the best method available to obtain it.

5. MASTER AGREEMENT

- 5.1. This is a "Master" Agreement, which is not for any specific project. Products purchased under this agreement will be authorized, scheduled, funded, and accounted for by the issuance of a Purchase Order, by the County. A Purchase Order shall be issued by the County before products may be purchased. Vendor acknowledges and agrees that no minimum order is guaranteed under this Agreement and no minimum charge shall be applied to any orders given to the Vendor by the County.

End of Special Conditions Section



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lee.gov/procurement

Posted Date: December 14, 2023

Solicitation No.: B240067AVR

Solicitation Name: Irrigation Parts and Related Items

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

OPEN DATE/BIDS DUE EXTENSION:

FROM: December 19th, 2023, at 2:30PM

TO: January 5, 2024, at 2:30PM

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Ana Reynoso

Ana Reynoso
Procurement Analyst Direct Line: 239-533-8850
Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

<i>Irrigation Parts and Related Items</i>		
Item	Manufacturer	Discount Percentage off Manufacturers Price List
1	ADS Drainage	NO BID
2	Amiad	NO BID
3	Armor (valve boxes)	50.00%
4	Bermad	20.00%
5	Carson (valve boxes)	50.00%
6	CDR Systems Group	NO BID
7	Colonial Plastics (PVC fittings)	NO BID
8	Data Industrial	5.00%
9	Dryconn	55.00%
10	Flomatic	NO BID
11	Freedom Plastics	NO BID
12	Fresno	NO BID
13	Harco (ductile fittings)	35.00%
14	Harco (PVC fittings)	30.00%
15	Hunter Large Turf (golf)	NO BID
16	Hunter Whole Goods	60.00%
17	Hunter Parts	50.00%
18	Greenlee Textron	NO BID
19	IPS	60.00%
20	Intermatic	NO BID
21	Irritrol Whole Goods	55.00%
22	Irritrol Parts	50.00%
23	Lasco (all PVC products)	NO BID
24	Lennox	35.00%
25	3M	20.00%
26	Matco-Norco Brass Valves	50.00%
27	Maxijet	50.00%
28	McCrometer	10.00%
29	NDS Valve Boxes	55.00%
30	Netafim Products	50.00%
31	Nibco	55.00%
32	Paige Wire Products	NO BID
33	Pentair Water	55.00%
34	Plastiweld	NO BID
35	RainBird Whole Goods	55.00%
36	RainBird Parts	44.00%
37	Red-White Brass Valves	50.00%
38	Regency Wire	NO BID
39	Sanderson	NO BID
40	Silverline	NO BID
41	Spears (PVC fittings)	60.00%
42	T-Christy Enterprise Red Hot Blue Glue	40.00%
43	Toro Large Turf (golf)	NO BID
44	Toro Whole Goods	55.00%
45	Toro Parts	44.00%
46	Tacor	NO BID
47	Uniweld	NO BID

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

Revised 12/02/2022 – Page 1 of 2



Lee County Insurance Requirements

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: Feb 15, 2024

Monique Roberts
Sr. Bid Rep

STATE OF OH
COUNTY OF Cuyahoga

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 15th day of February, 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification:

Type of Identification

[Stamp/seal required]



[Signature]
Signature, Notary Public

**CERTIFIED COPY OF
RESOLUTION**

SiteOne Landscape Supply, LLC

I, Briley Brisendine, Secretary of SiteOne Landscape Supply, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company"), do hereby certify that:

1. The Board of Managers of SiteOne Landscape Supply, LLC adopted the following resolutions effective November 29, 2022 via Unanimous Written Consent and such action has not been rescinded or further amended and remains in full force and effect on the date hereof:

RESOLVED, that effective November 29, 2022, Keith McGinty, John T. Guthrie, Monique Potts and Rosalin Santiago (collectively, the "Signors") are hereby authorized individually to sign and deliver any and all instruments required by any governmental agency within the United States for the purpose of binding the Company to contracts for the sale of its products;

FURTHER RESOLVED, that the authority granted to the Signors remains subject to the limits on rebates provided to customers as provided in the Company's Delegation of Authority Policy;

FURTHER RESOLVED, that any governmental agency may rely upon the signature of any one Signor in connection with said bids and/or the sale of the Company's products; and

FURTHER RESOLVED, that the acts of persons authorized by the foregoing resolutions that would have been authorized by said resolutions except that such acts were taken prior to the adoption of such resolutions are hereby severally ratified, confirmed, approved, and adopted as acts in the name and on behalf of the Company.

Witness my hand and the seal of said
Company this 29th day of
November, 2022





Briley Brisendine, Secretary

STATE OF GEORGIA)
COUNTY OF FULTON) SS:
U.S.A.)

I, Rebecca L. Ramstrom, do hereby certify that Briley Brisendine, personally known to me to be Secretary of SiteOne Landscape Supply, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as Secretary of said company as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposed therein set forth, given under my hand and seal this 29th day of November, 2022.


Notary Public



**RESOLUTION 2025-103
IRRIGATION PARTS AND RELATED SUPPLIES**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING LEE COUNTY BOARD OF COUNTY COMMISSIONERS PIGGYBACK CONTRACT B240067AVR WITH SITEONE LANDSCAPE SUPPLY, LLC FOR IRRIGATION PARTS AND RELATED SUPPLIES; 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, SiteOne Landscape Supply, LLC has expressed a desire to provide various types of irrigation parts and related supplies to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to enter into a piggyback contract with SiteOne Landscape Supply, LLC for various irrigation parts and supplies.

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 piggyback contract with SiteOne Landscape Supply, LLC 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.

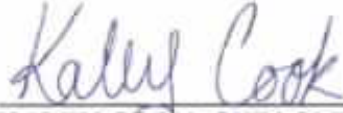
SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

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 15th day of July 2025.

ATTEST:



KALEY COOK, CITY CLERK

CITY OF PALM COAST



MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY



MARCUS DUFFY, CITY ATTORNEY



Exhibit "A" - Contract with SiteOne Landscape Supply, LLC

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of OHIO

SiteOne Landscape Supply

County of CUYAHOGA

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: 7-17-25

Signed: *Keith McGinty*

Entity: SiteOne Landscape Supply

Name: **Keith McGinty**

Title: **Director**

Sworn to (or affirmed) and subscribed before me this 17 day of JULY, 2024, by Keith McGinty
2025

Notary Signature

V. Roberts



Valerie Roberts
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
06/03/2029

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ✓

OR Produced Identification _____

Type of Identification Produced _____