

**Council**

Anne Gerwig, Mayor  
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**Manager**  
Jim Barnes

March 6, 2024

Odums Sod, Inc.  
Warren L. Prescott, Jr.  
16571 Rembrandt Road  
Loxahatchee, FL 33470  
[odumssod@yahoo.com](mailto:odumssod@yahoo.com)

RE: Contract #202312

Dear Mr. Prescott:

Odums Sod, Inc. is the awardee for contract #202312, Annual Sod Contract. The contract is set to expire on April 10, 2024 and allows for four (4) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the first renewal option through April 10, 2025 under the same pricing, terms and conditions which is conditioned upon subsequent approval by Wellington Council.

Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by accepting this renewal, AWARDEE certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. If this Agreement is valued greater than \$1 million, AWARDEE further certifies pursuant to sections 215.4725 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that AWARDEE has submitted a false certification, the Village may terminate this Agreement and pursue the remedies set forth in sections 215.4725 and 287.135, Florida Statutes, and any other available remedies.

The award/renewal is subject to provisions of State Statutes, Palm Beach County Commission on Ethics and Code of Ethics, and Wellington policies. All Awardees must disclose with their Renewal the name of any officer, director, or agent who is also a Wellington employee. Further, all Awardees must disclose the name of any Wellington employee who is employee in the Awardees firm or any of its branches.

If AWARDEE violates or is a party to a violation of the Wellington, Palm Beach County or Florida Code of Ethics with respect to this Renewal, AWARDEE may be disqualified from performing the work described in this Renewal or from furnishing the goods or services for which the AWARDEE submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A

copy of the Wellington, Palm Beach County Commission on Ethics and Code of Ethics and State Ethics Codes is available at the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington, FL 33414. By signing this Renewal Agreement, AWARDEE acknowledges no such conflict.

Compliance with F.S. 448.095 - Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

AWARDEE shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. AWARDEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AWARDEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

AWARDEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

**Please indicate acceptance or rejection of the renewal and return to my attention by March 8, 2024.**

If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal: Warren L Prescott Jr./President      W. L. Prescott      3/8/2024  
Printed Name/Title      Signature      Date

Reject Renewal: \_\_\_\_\_  
Printed Name/Title      Signature      Date

Thank you,  
Emma Ramirez  
561-791-4021  
[eramirez@wellingtonfl.gov](mailto:eramirez@wellingtonfl.gov)