

COPE'S LANDING

COMMUNITY DEVELOPMENT

DISTRICT

February 4, 2025

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Cope's Landing Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013
www.copeslandingcdd.net

January 28, 2025

Board of Supervisors
Cope's Landing Community Development District

Dear Board Members:

The Board of Supervisors of the Cope's Landing Community Development District will hold a Regular Meeting on February 4, 2025 at 3:00 p.m., at the Cope's Landing Amenity Center, 12123 Great Eagle Road, Jacksonville, Florida 32219. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Requisitions *(to be provided under separate cover)*
4. Discussion: Traffic Concerns
5. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of December 31, 2024
 - B. Approval of September 3, 2024 Regular Meeting Minutes
 - C. Ratification Items
 - I. Brightview Landscape Services, Inc. Landscape Maintenance Agreement
 - II. Doody Daddy Proposal for Pet Waste Station Service/Trash Can Servicing
 - III. The Lake Doctors, Inc. Lake Maintenance Services Agreement
6. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Dunn & Associates, Inc.*
 - C. Field and Amenity Manager: *First Coast Management Services*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: March 4, 2025 at 3:00 PM

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

○ QUORUM CHECK

SEAT 1	ROBERT "BOB" PORTER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	ANTHONY SHARP	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	MARK DEARING	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JOHN GISLASON	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JAMES TEAGLE	☐ IN PERSON	☐ PHONE	☐ NO

7. Board Members' Comments/Requests

8. Public Comments

9. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714.

Sincerely,



Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 782 134 6157

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT**

**CONSENT
AGENDA**

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2024**

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024**

	General Fund	Debt Service Fund	Debt Service Fund 2024	Capital Projects Fund	Capital Projects Fund 2024	Total Governmental Funds
ASSETS						
Cash	\$ 517,367	\$ -	\$ -	\$ -	\$ -	\$ 517,367
Investments			-			
Revenue	-	116,611	-	-	-	116,611
Reserve	-	135,966	96,978	-	-	232,944
Prepayment	-	11,267	-	-	-	11,267
Capitalized interest	-	9	175	-	-	184
Construction	-	-	-	47	758,132	758,179
Cost of issuance	-	-	6,498	-	-	6,498
Due from Landowner	48,331	-	-	-	-	48,331
Due from individual lots	-	134,366	-	-	-	134,366
Due from general fund	-	314,007	-	-	-	314,007
Utility deposit	2,770	-	-	-	-	2,770
Total assets	<u>\$ 568,468</u>	<u>\$712,226</u>	<u>\$103,651</u>	<u>\$ 47</u>	<u>\$758,132</u>	<u>\$ 2,142,524</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 54,215	\$ -	\$ -	\$ -	\$ -	\$ 54,215
Due to Landowner	11,197	4,799	-	-	-	15,996
Due to debt service fund	314,007	-	-	-	-	314,007
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>385,419</u>	<u>4,799</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>390,218</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	48,331	134,366	-	-	-	182,697
Total deferred inflows of resources	<u>48,331</u>	<u>134,366</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>182,697</u>
Fund balances:						
Restricted for:						
Debt service	-	573,061	103,651	-	-	676,712
Capital projects	-	-	-	47	758,132	47
Unassigned	134,718	-	-	-	-	892,850
Total fund balances	<u>134,718</u>	<u>573,061</u>	<u>103,651</u>	<u>47</u>	<u>758,132</u>	<u>1,569,609</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 568,468</u>	<u>\$712,226</u>	<u>\$103,651</u>	<u>\$ 47</u>	<u>\$758,132</u>	<u>\$ 2,142,524</u>

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 162,747	\$ 166,068	\$ 171,036	97%
Assessment levy: off-roll	53,600	53,600	107,200	50%
Landowner contribution	-	-	366,715	0%
Total revenues	<u>216,347</u>	<u>219,668</u>	<u>644,951</u>	34%
EXPENDITURES				
Professional & administrative				
Supervisor's fees	-	-	3,600	0%
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	672	672	25,000	3%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	1,000	0%
Dissemination agent*	167	500	1,000	50%
EMMA software services	-	1,000	1,000	100%
Trustee*	-	6,154	3,950	156%
Telephone	17	50	200	25%
Postage	-	56	250	22%
Printing & binding	42	125	500	25%
Legal advertising	-	90	6,500	1%
Annual special district fee	-	175	175	100%
Insurance	-	26,374	5,500	480%
Contingencies/bank charges	79	240	750	32%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	210	210	210	100%
Tax collector	5,696	5,812	6,236	93%
Total professional & administrative	<u>10,883</u>	<u>53,458</u>	<u>113,051</u>	47%

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
Field Operations				
Landscape maintenance	4,579	13,737	150,000	9%
Irrigation repairs	-	-	5,000	0%
Irrigation water	2,867	5,843	30,000	19%
Aquatic maintenance***	-	-	14,000	0%
Property insurance	-	-	55,000	0%
Total field operations	<u>7,446</u>	<u>19,580</u>	<u>254,000</u>	8%
Amenity center				
Utilities				
Telephone, cable, internet	-	18	4,000	0%
Electric	-	-	30,000	0%
Water/irrigation	-	-	30,000	0%
Trash removal	159	453	3,000	15%
Security				
Alarm monitoring	-	-	3,000	0%
Access cards	-	-	2,500	0%
Management contracts				
Facility management	-	-	44,000	0%
Landscape replacement	-	-	5,000	0%
Pool maintenance	-	-	15,000	0%
Pool chemicals	-	-	8,000	0%
Janitorial services	-	-	9,000	0%
Janitorial supplies	-	854	30,000	3%
Pest control	-	-	5,000	0%
Pool permits	-	-	400	0%
Repairs & maintenance	-	-	16,000	0%
Maintenance	6,075	12,150	15,000	81%
Dog waste stations service	-	-	4,000	0%
Contingencies	1,260	1,460	20,000	7%
Special events	-	-	15,000	0%
Holiday decorations	-	-	10,000	0%
Fitness center repairs/supplies	-	-	3,000	0%
Amenity supplies	-	-	5,000	0%
Operating supplies	2,128	4,026	1,000	403%
Total field operations	<u>9,622</u>	<u>18,961</u>	<u>277,900</u>	7%
Total expenditures	<u>27,951</u>	<u>91,999</u>	<u>644,951</u>	14%
Excess/(deficiency) of revenues over/(under) expenditures	188,396	127,669	-	
Fund balances - beginning	(53,678)	7,049	-	
Fund balances - ending	<u>\$ 134,718</u>	<u>\$ 134,718</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**These items will be realized the year after the issuance of bonds.

***These items will be realized when the CDD takes ownership of the related assets.

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	325,396	332,036	\$ 341,986	97%
Developer contribution	107,173	107,173	214,346	50%
Interest	530	2,260	-	N/A
Total revenues	<u>433,099</u>	<u>441,469</u>	<u>556,332</u>	79%
EXPENDITURES				
Debt service				
Principal	-	-	110,000	0%
Interest	-	217,512	435,025	50%
Total debt service	<u>-</u>	<u>217,512</u>	<u>545,025</u>	40%
Other fees & charges				
Tax collector	11,389	11,621	7,125	163%
Total other fees and charges	<u>11,389</u>	<u>11,621</u>	<u>7,125</u>	163%
Total expenditures	<u>11,389</u>	<u>229,133</u>	<u>552,150</u>	41%
Excess/(deficiency) of revenues over/(under) expenditures	421,710	212,336	4,182	
Fund balances - beginning	151,351	360,725	495,353	
Fund balances - ending	<u>\$ 573,061</u>	<u>\$ 573,061</u>	<u>\$ 499,535</u>	

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	392	1,339
Total revenues	<u>392</u>	<u>1,339</u>
EXPENDITURES		
Debt service		
Interest	-	23,039
Total debt service	<u>-</u>	<u>23,039</u>
Excess/(deficiency) of revenues over/(under) expenditures	392	(21,700)
Fund balances - beginning	103,259	125,351
Fund balances - ending	<u><u>\$ 103,651</u></u>	<u><u>\$ 103,651</u></u>

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	-	47
Total revenues	-	47
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	47
Fund balances - beginning	47	-
Fund balances - ending	\$ 47	\$ 47

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	2,866	13,505
Total revenues	<u>2,866</u>	<u>13,505</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	2,866	13,505
Fund balances - beginning	755,266	744,627
Fund balances - ending	<u><u>\$ 758,132</u></u>	<u><u>\$ 758,132</u></u>

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
COPE’S LANDING COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Cope’s Landing Community Development District held a Regular Meeting on September 3, 2024 at 3:00 p.m., at the Cope’s Landing Amenity Center, 12123 Great Eagle Road, Jacksonville, Florida 32219.

Present were:

John Gislason	Chair
Robert Porter	Vice Chair
Mark Dearing	Assistant Secretary
Anthony Sharp	Assistant Secretary
James Teagle	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Katie Buchanan	District Counsel
Vince Dunn (via telephone)	District Engineer
Tony Shiver	First Coast Contract Maintenance Service
Alex Waddell	Resident
Members of the public	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Gislason called the meeting to order at 3:00 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2024-10, Setting Forth the Specific Terms of the Cope’s Landing Community Development District Capital Improvement Revenue Bonds, Series 2024 (Assessment Area Two); Confirming the District’s Provision of the Assessment Area Two Project and Adopting an Engineer’s Report; Confirming and Adopting a Supplemental Assessment

Report; Confirming, Allocating and Authorizing the Collection of Special Assessments Securing Series 2024 Bonds; Providing for the Application of True-Up Payments; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Series 2024 Special Assessments; Providing for Conflicts, Severability and an Effective Date

Mr. Gislason presented Resolution 2024-10.

Ms. Buchanan stated this bond issuance applies to Assessment Area Two, the newest part of the CDD. These bond assessments will not apply to current property owners.

On MOTION by Mr. Porter and seconded by Mr. Teagle, with all in favor, Resolution 2024-10, Setting Forth the Specific Terms of the Cope's Landing Community Development District Capital Improvement Revenue Bonds, Series 2024 (Assessment Area Two); Confirming the District's Provision of the Assessment Area Two Project and Adopting an Engineer's Report; Confirming and Adopting a Supplemental Assessment Report; Confirming, Allocating and Authorizing the Collection of Special Assessments Securing Series 2024 Bonds; Providing for the Application of True-Up Payments; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Series 2024 Special Assessments; Providing for Conflicts, Severability and an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Assignment of Construction Contract from Cope's Development (to be provided under separate cover)

Ms. Buchanan presented the Assignment of Construction Contract from Cope's Development. She noted that the CDD will spend \$2.5 million in construction proceeds. The funds will be split into two funds; \$1.2 million will be paid to Cope's Development in connection with work that they are completing. The CDD will take assignment of a contract for approximately \$5 million for the 120 Phase 3 lots; to date, roughly \$1.4 million has been spent so the CDD will requisition payment back to reimburse Cope's Development, LLC, for \$1.2 million of that contract. This will occur once the Developer's Affidavit and the Engineer's

Certificate are executed and completed. The contractor will assign any warranties incurred to date; the CDD will be responsible for making the payments.

Ms. Buchanan stated, now that it is officially the CDD's contract, it is expected that the CDD will enter into a Funding Agreement with Cope's Development to finish funding, as they have the obligation to do so. It is contemplated that they will pay the contractor directly if the Board is in agreement, rather than submitting payments via the CDD's accounting. The CDD will also ask for Cope's to provide a Construction Easement, since it is the CDD's contract and they are the underlying property owners.

On MOTION by Mr. Porter and seconded by Mr. Dearing, with all in favor, the Assignment of Construction Contract from Cope's Development, was approved.

▪ **Consideration of Requisition No. 2**

This item was an addition to the agenda.

Ms. Buchanan presented Requisition No. 2, in the amount of \$1.2 million, to Cope's Development for work completed to date.

On MOTION by Mr. Porter and seconded by Mr. Dearing, with all in favor, Requisition No. 2, in the amount of \$1.2 million, to Cope's Development, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Assignment of Construction Contract from D. R. Horton, Inc. – Jacksonville (to be provided under separate cover)

Ms. Buchanan presented the Assignment of Construction Contract from D.R. Horton, Inc. – Jacksonville. This item is similar to the Fourth Order of Business, with DR Horton as Developer. So far, DR Horton has only spent slightly under \$300,000. Similar to Cope's Development, DR Horton will be asked to continue making payments on the contract via the Funding Agreement and the CDD will continue providing reimbursement until the bond proceeds are exhausted completely. At that point, DR Horton will be responsible for paying the balance.

On MOTION by Mr. Porter and seconded by Mr. Dearing, with all in favor, 2024-09, the Assignment of Construction Contract from D. R. Horton, Inc. – Jacksonville, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Requisitions (to be provided under separate cover)**

Ms. Buchanan presented Requisition No. 1, for the amount spent to date.

On MOTION by Mr. Porter and seconded by Mr. Dearing, with all in favor, Requisition No. 1, in the amount of \$292,624.52, was approved.

Ms. Buchanan stated that she will include a Temporary Construction Agreement for the work property as well, in the Assignment motion.

SEVENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of July 31, 2024**

On MOTION by Mr. Porter and seconded by Mr. Dearing, with all in favor, the Unaudited Financial Statements as of July 31, 2024, were accepted.

EIGHTH ORDER OF BUSINESS**Approval of August 6, 2024 Regular Meeting Minutes**

On MOTION by Mr. Dearing and seconded by Mr. Porter, with all in favor, the August 6, 2024 Regular Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Ms. Buchanan stated that bonds are expected to close by the end of the week; at that time, the CDD will be funded and all these documents will be implemented.

B. District Engineer: Dunn & Associates, Inc.

Mr. Dunn stated Staff will continue working with District Counsel and the Developers on Requisitions.

C. Field and Amenity Manager: First Coast Management Services

Mr. Shiver stated that the facilities are in great condition. Minor issues include work orders for the ladies' bathroom stall and broken concrete at the entrance.

D. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: October 1, 2024 at 3:00 PM**

- **QUORUM CHECK**

The next meeting will be held on October 1, 2024, unless canceled. Mr. Teagle noted that the CDD realizes some cost savings when unnecessary meetings are canceled.

TENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

Mr. Teagle suggested proceeding with engaging a new landscape maintenance contractor. Mr. Gislason stated that the current contractor will not be able to continue providing services. Mr. Torres stated the contract amount is below the threshold that would require sealed bidding. He will work with Mr. Teagle to solicit new contractors.

Mr. Porter asked for the CDD website address to be added to the agenda letterhead.

It was noted that the CDD website is www.copeslandingcdd.net.

Mr. Porter encouraged homeowners to check the website for the meeting calendar and agenda. He noted that homeowners can direct issues and concerns to Mr. Torres and Mr. Shiver, via the website, between meetings for faster resolution.

ELEVENTH ORDER OF BUSINESS**Public Comments**

Resident Alex Waddell reported an issue with a pool side light. Mr. Shiver stated that he is aware of the problem and it is being addressed. He thanked Mr. Waddell for reporting it.

TWELFTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Porter and seconded by Mr. Dearing, with all in favor, the meeting adjourned at 3:12 p.m.
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS I**

**LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE COPE'S LANDING COMMUNITY DEVELOPMENT DISTRICT
AND BRIGHTVIEW LANDSCAPE SERVICES, INC.**

THIS AGREEMENT ("Agreement") is effective this 3rd day of October, 2024, by and between:

COPE'S LANDING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Jacksonville, Duval County, Florida, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"), and

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Florida corporation, with a mailing address of 980 Jolly Road, Suite 300, Blue Bell, Pennsylvania 19422 ("Contractor," and together with the District, the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping, irrigation and other infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for certain lands within and beyond the boundaries of the District; and

WHEREAS, Contractor submitted a proposal, attached hereto as **Exhibit A**, and represents that it is qualified to provide the landscape maintenance services identified in Exhibit A for the District ("Services");

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

A. Contractor agrees to provide professional landscape maintenance services within presently accepted industry and professional standards. Upon all Parties executing this Agreement, Contractor shall provide the District with the specific Services identified in this Agreement and the attached Exhibits.

B. While providing the Services identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

3. SCOPE OF LANDSCAPE MAINTENANCE SERVICES. The duties, obligations, and responsibilities of Contractor are those described in the Scope of Services attached hereto as **Exhibit A**, for those areas more particularly depicted in the map attached hereto as **Exhibit B** and incorporated herein. The duties, obligations, and responsibilities of Contractor are to provide the materials, tools, skills, and labor necessary for the completion of the Services. To the extent that provisions of this Agreement conflict with provisions of **Exhibit A**, this Agreement shall control.

4. MANNER OF CONTRACTOR'S PERFORMANCE. Contractor agrees to perform the Services in accordance with this Agreement, the attached Exhibits, and any change order, addendum, addenda or work authorization executed by the Parties, if any, authorized in writing by the District and accepted by both Parties. All work shall be performed in a neat and professional manner, acceptable to the District and shall be in accordance with industry standards. The performance of all Services by Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any change order, addendum, addenda, or work authorization, but which are nevertheless necessary for the proper provision of Services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's Services.

(1) The District hereby designates the District Manager, or his or her designee, to act as its representative.

(2) Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. If time is lost due to heavy rains, ("Rain Days"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days, if possible, or within a reasonable time. Contractor shall provide Services on Saturdays if needed to make up Rain Days, but Contractor shall not provide Services on Sundays.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

A. The term of this Agreement shall be for one (1) year, from the date first written above through October 2, 2025 ("Term"), unless otherwise terminated earlier in accordance with Section 13 of this Agreement. At the end of the Term, this Agreement may be renewed upon District's discretion and upon written approval. As compensation for Services during the Term, the District agrees to pay Contractor **Fifty-Four Thousand Nine Hundred Forty-Eight Dollars and 00/100 Cents (\$54,948.00)** per year, in twelve (12) equal monthly payments of **Four Thousand Five Hundred Seventy-Nine Dollars and 00/100 O** contemplated under this Agreement.

B. If the District should desire additional work or services, or to add additional lands to be maintained, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, change order(s), or work authorization(s) to this Agreement. Contractor shall be compensated for such agreed upon additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services such as mulching, mowing, irrigation, sodding, remedial landscape, and the planting of annuals, may be provided by Contractor. However, no additional services shall be provided unless previously authorized by the District in writing. Fees for such additional services shall be as provided for in a separate proposal or, if not identified, as negotiated between the District and Contractor, reduced in writing, prior to the start of such additional services.

C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any

payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District or otherwise in accordance with the Florida Prompt Payment Act. Each monthly invoice shall include such supporting information as required by Florida law and in accordance with the District's Rules of Procedure.

6. INSURANCE.

A. Contractor or any subcontractor performing the Services described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Workers' Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance

carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, professional staff, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

9. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

13. TERMINATION. The District agrees that Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor.

14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

15. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without the requisite written approval of the other party shall be null and void.

16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

18. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. Should there be any conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement shall control.

20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District:	Cope's Landing Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431
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Attn: District Manager

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor:

Brightview Landscape Services, Inc.
11530 Davis Creek Dr.
Jacksonville, FL 32256

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

24. CONTROLLING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this Agreement shall only be brought in a court of competent jurisdiction in the county of Duval, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

25. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and,

accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Ernesto Torres ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall 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 District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, TORRESE@WHHASSOCIATES.COM, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the

Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

31. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

32. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

[Remainder of this page intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and year first written above.

ATTEST:

10/4/2024

DocuSigned by:

Ernesto Torres

AE6196FB34D4464...

Secretary / Assistant Secretary

**COPE'S LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Signed by:

10/4/2024

John Gislason

83B2423923FA410...

Chairperson, Board of Supervisors

WITNESS:

BY

Name: Bradley Long

**BRIGHTVIEW LANDSCAPE
SERVICES, INC., a Florida corporation**

Steven K. Brackin

By: Steven K. Brackin

Its: Vice President & General Manager

Exhibit A: Scope of Services

Exhibit B: Maintenance Area Map

Exhibit A
Scope of Services

COPES LANDING COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ 45,756.00 Yr.

- Storm Cleanup \$ _Varies_ /hr.

- Tree Staking/Strapping Removal \$ __45.00__ / per tree (based on plan details)

- Freeze Protection (description of ability) If District provides the freeze cloth material, BrightView will provide the labor to cover the plant material that has been previously identified on walks with District Representative.

\$ 55.00 per mh _/application

- Hand Watering

\$ 45.00 _/hr. for employee with hand-held hose

\$ 95.00 _/hr. for water truck/tanker

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

PART 2

Fertilization (All labor and materials)

\$ 6,140.00 Yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	24-0-11 w Barncade	4/1000	140	
April-May	25-0-14	4/1000	140	
May-June	Meridian (chinch)	.39/1000oz	.5 gallon	
May	26-0-10	4/1000	140	
Sept-Oct	25-0-11	4/1000	140	
ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	24-0-10 +Pre-M	1/1000	140	
June	13-0-0	5/1000	157	
August	Ferrous Sulfate	5oz/gal/1000	5 gallons	
October	24-0-10 +Pre-M	1/1000	140	

BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
April-May	8-10-10	2/1000	140	
Nov-Dec	8-10-10	2/1000	140	

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
April-May	8-2-12	Determined by size		
Nov-Dec	8-2-12	Determined by size		

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)

\$ 1,228.00 Yr.
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ N/A Yr. (based on quantities below)
(OTC injections per specs - **do not include in Grand Total**)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
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The CDD reserves the right to subcontract out any and all OTC Injection events.

PART 4

Irrigation (All labor and materials)

\$ 1,824.00 /Yr.

Freeze Protection (description of ability) BrightView will open and leave all backflow test cocks, and tape above ground pipes at the pump and backflow. _____

\$ 85.00/mh ____/application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate \$ 85.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ 54,948.00 /Yr.

FIRST ANNUAL RENEWAL

\$ 54,948.00 /Yr.

SECOND ANNUAL RENEWAL

\$ 56,596.00 /Yr.

SCOPE OF WORK:

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

LAWN CARE:

Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety taking into account the season.

Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance. Outside of focal areas, edging surfaces will alternate between hard surfaces and bed lines weekly.

Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turf grass.

Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Insect control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost. Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included.

Currently, there is no effective nematode control product registered for use on landscapes.

Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St Augustine. The only control of these weeds is to treat infested turf with non-selective products such as Roundup. These treatments require the resodding which will be quoted at additional charge.

GROUND COVER AREA/SHRUB AREAS:

Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

Weed Control:

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

Control of imported pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost-effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

TREE CARE:

Pruning:

Height limitation for tree pruning covered in the specification is 8 feet. On trees over 8 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 10 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary.

Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

Palm Pruning:

Dead or dying fronds should be removed annually. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type.

MULCHED AREA:

Mulched areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. Mulch beds should be replenished with up to 2" of mulch annually. In those areas with excessive mulch build up, alternatives will be discussed with the client.

IRRIGATION SYSTEM:

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments on other than regularly scheduled visits, a minimum charge of \$75.00 emergency calls will apply.

DEBRIS CLEANUP:

All landscape areas shall be inspected on days of service and excess debris removed.

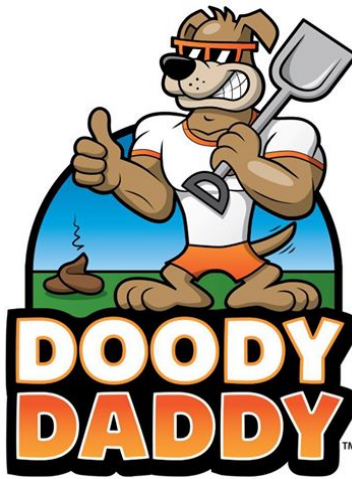
Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, pools, etc.

Exhibit B
Maintenance Area Map



**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS II**



Prepared Date
October 30, 2024

PROPOSAL

Prepared for Copes Landing CDD

DESCRIPTION OF WORK			MONTHLY TOTAL
Pet Waste Station Service - Weekly service includes restocking all pick-up bags, liner bags and removal of waste at each station. <u>Doody Daddy will purchase and provide all bags for each pet waste station.</u> Doody Daddy will purchase any additional pet waste stations for the community with a renewed 2 year contract of service.	1 X Week	\$64 (Based on 4 stations @ \$16 per station per visit)	\$275 (Based on the weekly rate X 4.3 weeks per month. This keeps the payment the same regardless of 4 or 5 services each month.)
Trash Can Servicing Weekly service includes restocking all liner bags and removal of trash at each can.	1 X Week	N/A (Based on n/a trash cans @ \$10 per can per week)	N/A
Additional Clean-up Services (optional) - We will walk a specific pattern removing dog waste from property grounds, common areas, dog parks, residential homes and anywhere in between. - Pricing is based on the size of each service area.	N/A	N/A	
		TOTAL	\$275

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS III**

LAKE MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (the “**AGREEMENT**”) is made and entered into this 8th day of January, 2025, by and between:

COPE’S LANDING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, Florida Statutes, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”), and

THE LAKE DOCTORS, INC., a Florida corporation, with a mailing address of 11621 Columbia Park Drive West, Jacksonville, Florida 32258 (the “**Contractor**” and together with the District the “**Parties**”).

RECITALS

WHEREAS, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District currently owns, operates and maintains several stormwater management facilities located throughout the boundaries of the District; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide maintenance services, including inspection and treatment for control of noxious aquatic weeds and algae, at each of the District's separate stormwater management facilities identified in this Agreement.

WHEREAS, Contractor represents that it is qualified and willing to provide such services, and desires to contract with the District to do so in accordance with the terms and specifications of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

SECTION 2. CONTRACTOR’S OBLIGATION.

A. GENERAL OBLIGATIONS. Contractor shall inspect, treat, and perform, as necessary, such services as outlined in Contractor’s proposal attached hereto as **Exhibit A** and incorporated herein by this reference, to each of the ten (10) stormwater management facilities

(also referred to as ponds or lakes) identified in the attached **Exhibit B** and incorporated herein by this reference. Specifically, Contractor shall provide the following services for all of the ponds: 1) underwater and floating vegetation control program; 2) shoreline grass and brush control program; 3) call-back service and additional treatments, if required; and 4) comprehensive written monthly service reports, among others (collectively, the "Services"). Contractor shall provide all labor and equipment necessary to complete the Services. Further, Contractor shall conduct the Services with environmentally safe water management practices and in accordance with all local, state and federal laws, regulations, rules and requirements. To the extent the provisions of this Agreement conflict with any provisions of the Exhibits, this instrument shall control.

SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE; CARE OF PROPERTY. Contractor agrees, as an independent contractor, to undertake work and/or perform the Services as specified in this Agreement or any addendum executed by the parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with presently accepted industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in Section 2 of this Agreement unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

i. The District hereby designates its District Manager and his or her designee to act as its representative.

ii. The Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

iii. Upon the District's request, Contractor shall attend the District's monthly meetings and be prepared to report to the District's Board of Supervisors regarding the aquatics maintenance services.

D. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.

SECTION 4. COMPENSATION; BILLING AND PAYMENT.

A. In consideration of the Services to be provided by the Contractor, the District shall pay Contractor One Thousand One Hundred Fifteen Dollars (\$1,115.00) per month.

B. Contractor shall invoice the District by the 5th day of each month for services provided pursuant to the terms of this Agreement. Additional services may be provided by Contractor upon explicit, written authorization from the District, evidence by a written addendum, addenda, amendment or a change order thereto, fully executed by both parties. Fees for such additional services are as outlined above and where not provided for, shall be as negotiated between the parties and agreed to in such written amendment. The District shall provide payment within thirty (30) days of receipt of invoices.

SECTION 5. EFFECTIVE DATE AND TERM; RENEWAL. The term of this Agreement shall be from January 8, 2025 through January 7, 2026, unless terminated earlier in accordance with the terms of this Agreement. This Agreement may be renewed upon agreement of the parties on a one-year basis, up to four (4) written, annual renewals. Any change in compensation or the scope of services must be approved in writing by the parties

SECTION 6. INSURANCE.

A. Contractor and any subcontractor hired by Contractor to perform lake maintenance services shall maintain throughout the term of this Agreement the following insurance:

i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and including, at least, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, employees and supervisors shall be named as additional insured parties. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. COMPLIANCE WITH LAWS. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. The Contractor shall promptly notify the District in writing upon receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services. Additionally, Contractor shall promptly comply with any requirement of such agency after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

SECTION 8. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 9. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 12. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, professional staff, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

B. Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, fines, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees,

and expert witness fees, and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest against the District, all as actually incurred.

SECTION 13. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney, paralegal and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 14. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 15. NEGOTIATION AT ARMS' LENGTH. This Agreement has been negotiated fully between the parties as an arms' length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 16. HEADINGS. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 18. TERMINATION. The District shall have the right to immediately terminate this Agreement at any time with cause, and with thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice mailed to the District at the address written herein stating a failure of the District to perform in accordance with the terms of this Agreement, provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. As the sole means of recovery for termination, Contractor shall be entitled to payment for any Services provided through the effective date of termination, subject to any offsets that the District may have against Contractor. Contractor shall not be entitled to lost profits or consequential damages of any kind, and, instead, Contractor's sole recourse for termination of this Agreement shall be as set forth in the preceding sentence.

SECTION 19. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this

Agreement. Any and all prior verbal and written agreements regarding the subject matter of this Agreement is hereby superseded by this Agreement.

SECTION 20. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 21. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 22. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First-Class Mail, postage prepaid, to the parties, as follows:

A. If to Contractor: The Lake Doctors, Inc.
11621 Columbia Park Drive West
Jacksonville, Florida 32258
Attn: _____

B. If to District: Cope's Landing
Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 23. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 24. ASSIGNMENT. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any purported assignment without such prior written approval shall be null and void.

SECTION 25. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction, in and for Duval County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Ernesto Torres** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall 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 District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010,

**TORRESE@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD,
SUITE 410W, BOCA RATON, FLORIDA 33431.**

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 29. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 30. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The selected contractor will be required to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section.

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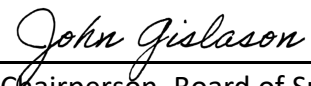
IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:



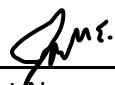
Secretary / Assistant Secretary

**COPE'S LANDING COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors

WITNESS:



Print Name: Jesse Mason

THE LAKE DOCTORS, INC.



By: Jason Brown
Its: VP-Sales

Exhibit A: Contractor's Proposal
Exhibit B: Pond Location Map

Exhibit A: Contractor's Proposal

Exhibit B: Pond Location Map

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

COPE'S LANDING COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>12123 Great Eagle Road, Jacksonville, Florida 32219</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 1, 2024 CANCELED	Regular Meeting	3:00 PM
November 5, 2024 CANCELED	Regular Meeting	3:00 PM
December 3, 2024 CANCELED	Regular Meeting	3:00 PM
January 7, 2025 CANCELED	Regular Meeting	3:00 PM
February 4, 2025	Regular Meeting	3:00 PM
March 4, 2025	Regular Meeting	3:00 PM
April 1, 2025	Regular Meeting	3:00 PM
May 6, 2025	Regular Meeting	3:00 PM
June 3, 2025	Regular Meeting	3:00 PM
July 1, 2025	Regular Meeting	3:00 PM
August 5, 2025	Regular Meeting	3:00 PM
September 2, 2025	Regular Meeting	3:00 PM