

VARREA SOUTH

COMMUNITY DEVELOPMENT DISTRICT

December 8, 2023

BOARD OF SUPERVISORS REGULAR MEETING AGENDA

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Varrea South 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

December 1, 2023

Board of Supervisors
Varrea South Community Development District

Dear Board Members:

The Board of Supervisors of the Varrea South Community Development District will hold a Regular Meeting on December 8, 2023 at 10:00 a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of RP Property Preservation, LLC Agreement Regarding the Provision of Monument Fountain Cleaning Services
4. Consideration of Blue Water Aquatics, Inc., Agreement for Pond Maintenance Services
5. Consideration of Florida Field Services Group, LLC Agreement Regarding the Provision of Dog Waste Removal Services
6. Consideration of Florida Fountains & Equipment, LLC Agreement for Quarterly Fountain Maintenance Services
7. Ratification of Stantec Consulting Services Inc., Work Authorization Number 3 [On-Going Annual General Engineering Consulting Services]
8. Consideration of Responses to RFP for Landscape and Irrigation Maintenance Services
 - A. Affidavit of Publication
 - B. Respondents
 - I. Cepra Landscape
 - II. LMP
 - III. Redtree Landscape Systems
 - IV. United Land Services
 - V. Yellowstone Landscape

ATTENDEES:

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

- C. Evaluation Criteria/Ranking
 - D. Award of Contract
9. Ratification of Acquisition of Phase 2A Roadways and Utility Improvements
 10. Ratification of Access Residential Management LLC, D/B/A Access Management Field Operations Agreement
 11. Acceptance of Unaudited Financial Statements as of October 31, 2023
 12. Approval of August 11, 2023 Public Hearing and Regular Meeting Minutes
 13. Staff Reports
 - A. District Counsel: *Kutak Rock, LLP*
 - B. District Engineer: *Stantec Consulting Services, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: January 12, 2024 at 10:00 AM

○ QUORUM CHECK

SEAT 1	RYAN ZOOK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JOHN SNYDER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	BRIAN JANEK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	WILLIAM CONERLY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	RYAN HOPPE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,

Cindy Cerbone
 Cindy Cerbone

District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT CODE: 867 327 4756

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

3

AGREEMENT BETWEEN THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT AND RP PROPERTY PRESERVATION, LLC, REGARDING THE PROVISION OF MONUMENT FOUNTAIN CLEANING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of January, 2024, by and between:

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

RP PROPERTY PRESERVATION, LLC, a Florida limited liability company, with a mailing address of 1803 N. Waterman Drive, Valrico, Florida 33594 (“Contractor”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”); and

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

WHEREAS, the District has a need to retain an independent contractor to provide weekly fountain cleaning services for monument fountains located within the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide fountain cleaning services to the fountains located in the monuments in the District and has agreed to provide to the District those services identified in this Agreement and in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); 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. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional fountain

cleaning services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services as shown in **Section 3** of this Agreement.

B. While providing the Services, the 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. 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.

SECTION 3. SCOPE OF FOUNTAIN CLEANING SERVICES. The Contractor will provide weekly fountain cleaning services for the monument fountains located within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on a weekly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such 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 industry standards. The performance of the 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 3** 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.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, 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.

D. 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.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the weekly fountain cleaning Services described in this Agreement, the District agrees to pay the Contractor **Three Hundred Dollars (\$300.00) per month**. The term of this Agreement shall be from January 1, 2024, through September 30, 2024, unless terminated earlier by either party in accordance with the provisions of this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either Party thirty (30) days prior to the expiration of the Agreement. Any change in compensation or the scope of services must be approved in writing by the parties.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the 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, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, 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 the 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 the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder

is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the 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 any 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 the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The 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.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the 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. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, 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. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- 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, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth 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 such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the 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 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, 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.

SECTION 10. LIENS AND CLAIMS. The 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 of notice of termination.

SECTION 11. 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.

SECTION 12. 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 13. 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.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the 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 the Contractor.

SECTION 15. 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 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the 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. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the 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 18. 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.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 21. 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 Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notice” or “Notices”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District:
Varrea South 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

B. If to the Contractor:

RP Property Preservation, LLC
1803 N. Waterman Drive
Valrico, Florida 33594
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 the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Hillsborough 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 **Daphne Gillyard** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the 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 the 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 the Contractor, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010; GILLYARDD@WHHASSOCIATES.COM; OR 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. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties 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.

SECTION 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. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. 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 448.09(1), *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 31. 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 the Contract.

SECTION 32. 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 such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

[CONTINUED ON FOLLOWING PAGE]

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

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

RP PROPERTY PRESERVATION, LLC

By: _____
Its: _____

Exhibit A: Description of Services

Exhibit A
Description of Services

ESTIMATE

RP Property Preservation
Valrico
Valrico, FL 33594

Glistenpools@gmail.com

Access Management

Bill to

Access Management
5322 Primrose Lake Circle Suite C
Tampa
Fl
33647

Estimate details

Estimate no.: 4072
Estimate date: 09/07/2023

Product or service	Amount
1. Reoccurring pool service	\$300.00
weekly service of monument fountains for "Farm at Varrea". service includes chemicals, netting of surface, brushing, and vacuuming as needed. service also includes any and all filter maintenance (parts/ new elements not included in monthly price).	
Total	\$300.00

Note to customer

Thank you for your business.

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

4

**AGREEMENT BETWEEN VARREA SOUTH COMMUNITY DEVELOPMENT
DISTRICT AND BLUE WATER AQUATICS, INC.,
FOR POND MAINTENANCE SERVICES**

THIS AGREEMENT (the “Agreement”) is made and entered into this ___ day of January, 2024 by and between:

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

BLUE WATER AQUATICS, INC., a Virginia limited liability company, with an address of 5119 State Road 54, New Port Richey, Florida 34652 (the “Contractor,” together with District, the “Parties”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, stormwater management improvements; and

WHEREAS, the District currently owns, operates, and maintains stormwater management facilities within the boundary of the District as shown on **Exhibit A**, attached hereto and incorporated herein by reference (collectively referred to as the “Ponds”); and

WHEREAS, the District desires to retain an independent contractor to provide maintenance services for the Ponds, including inspection and treatment for control of nuisance vegetation in and around the Ponds; and

WHEREAS, the Contractor represents that it is capable, willing, and able to provide the pond maintenance services, and desires to contract with the District to do so in accordance with the terms 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 into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A.** The Contractor agrees to provide the labor, materials, and services necessary for the provision of the pond maintenance services described in the attached **Exhibit B**, which is incorporated herein by reference (the “Services”). Exhibit B is attached solely for the purpose of clarifying the scope of Services to be provided to the District; to the extent any of the provisions of this Agreement are in conflict with the provisions of Exhibit B, this Agreement controls.
- B.** Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** 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, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District’s Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the provision of the Services. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A.** As compensation for the completion of the Services, the District agrees to pay the Contractor **Two Thousand Nine Hundred Forty-Two Dollars (\$2,942.00) per month for a not-to-exceed annual total of Thirty-Five Thousand Three Hundred Four Dollars (\$35,304.00)**, which amount includes all labor, materials and services necessary to complete the Services, as more specifically set forth in **Exhibit B**.
- B.** The term of this Agreement shall be from January 1, 2024, through September 30, 2024, unless terminated earlier by either party in accordance with the provisions of this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either Party thirty (30) days prior to the expiration of the Agreement. Any change in compensation or the scope of services must be approved in writing by the parties.
- C.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.

- D. The District may require, as a condition precedent to making any payment to the Contractor that all 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 the 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 the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within thirty (30) days of receipt by the District. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

- A. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
Pollution Liability	\$2,000,000

- B. The District, its staff, consultants, agents, employees, and supervisors shall be named as an additional insured. The 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 the 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, the 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 5. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 7. 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 actual damages 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.

SECTION 8. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 9. 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 the Contractor.

SECTION 10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 11. 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 Contractor: Blue Water Aquatics, Inc.
5119 State Road 54
New Port Richey, Florida 34652
Attn:

B. If to District: Varrea South 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. 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 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 13. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the 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 the 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 the Contractor and their respective representatives, successors, and assigns.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Hillsborough County, Florida.

SECTION 16. INDEMNIFICATION.

- A.** Contractor, its employees, agents and assigns shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 17. 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 18. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) 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. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 19. 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 **Daphne Gillyard** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the 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 the 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 the Contractor, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010; GILLYARDD@WHHASSOCIATES.COM; OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 20. 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 21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 22. 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. None of the provisions of Exhibit B shall apply to this Agreement and Exhibit B shall not be incorporated herein, except that Exhibit B is applicable to the extent that it states and clarifies the scope of Services for the labor and materials to be provided under this Agreement.

SECTION 23. E-VERIFY REQUIREMENTS. 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.

SECTION 24. 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 such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 25. 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 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 the Contract.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Witness:

BLUE WATER AQUATICS, INC.

Signature of Witness

By: _____

Print Name

Print Name: _____

Title: _____

Exhibit A: Map of District Ponds

Exhibit B: Scope of Services

EXHIBIT A
Maps of District Ponds

FARM AT VARREA
 Site Map



Farm at Varrea - WWM 06-01-2023
 HEADQUARTERS: 5119 State Road 54 ■ New Port Richey, FL 34652
 Phone: 727-842-2100 ■ Email: Office@BlueWaterAquaticsInc.com

EXHIBIT B
Scope of Services



Aquatic Management Agreement

This Agreement, with an agreed upon service start date of **June 1, 2023**, is made between **Blue Water Aquatics, Inc.** (hereinafter "Blue Water Aquatics") located at 5119 State Road 54, New Port Richey, FL 34652, and **Farmat Varrea** (Hereinafter the "Customer"), c/o Access Management, 5322 Promise Lake Circle, Suite C, Tampa, FL 33647.

Both Blue Water Aquatics and the Customer agree to the following terms and conditions:

General Conditions: Blue Water Aquatics will provide aquatic management services on behalf of the Customer in accordance with the term and conditions of this agreement at the following location(s):

(13) Waterways 12,085 Linear Feet 14.19 Surface Acres @ NWL

Contract Term: The term of this Agreement shall be for twelve (12) consecutive months unless sooner terminated as provided herein.

Contract Services: Customer agrees to pay Blue Water Aquatics, Inc. the following amounts during the term of this Agreement for these specific waterway management services:

⇒ INITIAL Marsh Master Treatment on P10 & W2	\$1,500.00/One-Time
<hr/>	
⇒ Monthly Maintenance Program for Aquatic Weeds/Algae	\$2,198.00/month
⇒ <i>Invasive Non-Native Plant Control</i>	Included
⇒ Border Grass and Brush Control	Included
⇒ Algae and Submersed Aquatic Weed Control	Included
⇒ Pond Dye Program for All Ponds	Included
⇒ Water Testing (If Needed, See Addendum)	Included
⇒ Aquatics Consulting	Included
⇒ Management Reporting	Included
Total Annual Contract Amount for Pond / Waterway Maintenance	\$26,376.00/year

Pond Maintenance – Twenty-four (24) Inspections per year, with treatments performed as necessary. Follow-up treatments performed at no additional cost.

Customer is aware that weather conditions such as, but not limited to, rain, cloud cover and wind may cause a delay in service. In which case, Blue Water Aquatics may not service property on a normally scheduled day. It is understood that depending on the length and severity of weather conditions, it may take Blue Water Aquatics varying amounts of time to fulfill all work covered under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon growth and existing conditions at that time. Blue Water Aquatics shall not be liable for any delay in performing the services, nor liable for any failure to provide the services, due to any cause beyond its reasonable control.



Third Party Fees: Customer agrees to reimburse Blue Water Aquatics for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portals. Customer agrees to reimburse Blue Water Aquatics for any Waiver of Subordination fees.

Payment of Services: Customer agrees to pay Blue Water Aquatics within thirty (30) days of invoice for work performed. *Accepted forms of payments are Cash, Check, Money Order, Zelle, ACH or Credit Card (credit card payments will incur a 3.5% credit card fee for every credit card transaction).* Any account over thirty (30) days past due is subject to suspension of future work under this Agreement. The Customer is responsible for all money owed on the account from the time it was established to the time Blue Water Aquatics receives a written notice of termination of services under the terms of this Agreement. If the account of Customer is not fully paid within sixty (60) days after the date of any invoice for work performed pursuant to this Agreement, Customer will be charged interest at the rate of one and one-half percent (1 1/2%) per month until the account is fully paid.

In the event that Blue Water Aquatics shall institute any collection proceedings against Customer with respect to its delinquent account, then Customer agrees to pay to Blue Water Aquatics on demand, an amount which is equal to all costs, charges and expenses paid or incurred by Blue Water Aquatics in pursuing such collection, including, without limitation, all reasonable attorney's fees, court costs and other litigation expenses in connection therewith.

Automatic Renewal: This agreement shall automatically renew for a term equal to its original term unless written notice of termination has been received. **Annual Increase:** Beginning on the first anniversary of the contract commencement date and annually thereafter on each anniversary, the contract price shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index for such year. The Consumer Price Index (all goods and services, all urban consumers, U.S. City Average) published by the United States Department of Labor Bureau of Labor Statistics ("CPI-U") shall be the index for adjustment.

Early Termination: In the event that either party believes the other party has materially breached any obligations under this Agreement (except for failing to pay an invoice when due), such party shall so notify the breaching party in writing of such breach. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the stated period, the non-breaching party shall have the right to terminate the Agreement without further notice. Upon termination of this Agreement, Blue Water Aquatics shall be entitled to payment for all work and/or services rendered up until the effective termination date of the Agreement.

Insurance: Blue Water Aquatics will maintain the following insurance coverage: Workers' Compensation, General Liability, Automotive Liability and Property and Casualty. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming the Customer as "Additional Insured" may be provided upon Customer request, with Customer agreeing to pay for any additional costs associated with such request.

E-Verify: Blue Water Aquatics utilizes the federal E-Verify program on contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.



Written Notice: All written notices under the terms of this Agreement shall be sent Certified U.S. Mail, Return Receipt Requested, to the principal place of business of the party being noticed (as indicated hereinabove).

Addenda: See attached map, survey, and report (where applicable).

- a. Water chemistry testing shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by Customer such as trash clean-up, physical cutting and / or plant removal and other manual maintenance can be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.

Aquatics Consulting: Blue Water Aquatics, Inc. management and personnel are available by appointment for Aquatic demonstrations designed to help understand lake and waterway problems and their respective solutions.

*Virgil Stoltz, VP General Manager
Blue Water Aquatics, Inc.*

Customer Signature

Printed Name & Title

05/25/2023

Date

Date



First Addendum to the Aquatic Management Agreement

This First Addendum (this "Addendum") to the Aquatic Maintenance Agreement entered into as of September 7, 2023, by and between **Blue Water Aquatics, Inc.** (hereinafter "Blue Water Aquatics") located at 5119 State Road 54, New Port Richey, FL 34652, and **Farm at Vorrva** (hereinafter the "Customer"), c/o Access Management, 5322 Primrose Lake Circle, Suite C, Tampa, FL 33647.

Background Information

Blue Water Aquatics and the Customer entered into the original Aquatic Maintenance Agreement dated June 1, 2023 (the "Agreement"). Unless otherwise expressly defined herein, capitalized terms used herein have the meanings assigned to them in the Agreement.

Customer desires to add regular monthly aquatic management services for Phase 2A and 2B ponds/waterways. The parties now desire to include these services and to update the compensation accordingly. All terms of the original Aquatic Management Agreement remain in effect. Blue Water Aquatics submits the following additional information and cost proposal for these additions:

Addition to Scope of Services: Blue Water Aquatics will provide aquatic management services on behalf of the Customer in accordance with the same standards and expectations as described in the Agreement. Blue Water Aquatics shall perform the additional services referenced in this Addendum and for the additional costs listed herein.

(8) Waterways **5,610 Linear Feet** **4.80 Surface Acres @ NWL**

Contract Services: Customer agrees to pay Blue Water Aquatics, Inc. the following amounts during the term of this Agreement for these specific waterway management services:

⇒ Additional Monthly Maintenance Program for Aquatic Weeds/Algae	\$ 744.00/month
⇒ Invasive Non-Native Plant Control	Included
⇒ Border Grass and Brush Control	Included
⇒ Algae and Submersed Aquatic Weed Control	Included
⇒ Pond Dye Program for All Ponds	Included
⇒ Water Testing (If Needed, See Addendum)	Included
⇒ Aquatics Consulting	Included
⇒ Management Reporting	Included

Total Additional Annual Contract Amount for Pond / Waterway Maintenance **\$ 8,928.00/year**

Pond Maintenance – Twenty-four (24) Inspections per year, with treatments performed as necessary. Follow-up treatments performed at no additional cost.

Ratification of All Other Terms of the Agreement: Except as hereby modified, the terms and conditions (including compensation) of the Agreement are hereby ratified and confirmed. The above stated compensation is additional to the compensation outlined in the Agreement. This Addendum constitutes a legal and binding obligation of each party herein.

Thomas V. Garcia, Inc. Addendum to the BWA Agreement
18 AQUATICS 5119 State Road 54 • New Port Richey, FL 34652
Phone: 377-942-9100 • Email: Office@BlueWaterAquatics.com



Addenda: See attached map, survey, and report (where applicable).

- a. Water chemistry testing shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by Customer such as trash clean-up, physical cutting and / or plant removal and other manual maintenance can be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.

Aquatics Consulting: Blue Water Aquatics, Inc. management and personnel are available by appointment for Aquatic demonstrations designed to help understand lake and waterway problems and their respective solutions.

*Virgil Stoltz, VP/General Manager
Blue Water Aquatics, Inc.*

Wayne Faison, General Manager

Customer Signature

Wayne Faison

Printed Name & Title

Sep 8, 2023

Date

09/07/2023

Date



Survey Sheet
ADDENDUM - FARM AT VARREA
ADDITION OF PHASE 2A & 2B AREAS
Site & GEP Surveyed

<u>POND #</u>	<u>Linear Feet</u>	<u>Surface Acres @ NWL</u>
P13	1,325	0.96
P14	1,250	1.69
P15	370	0.19
P16	260	0.08
P17	815	0.58
P18	1,080	1.19
WCO	325	0.08
ECO	185	0.03
Total	5,610	4.80

PHASE 2A & 2B AREAS
Site MAP



Farm at Varrea - 1st Addendum to 06-01-2023 WWM Agreement
 HEADQUARTERS: 5119 State Road 54 ■ New Port Richey, FL 34652
 Phone: 727-842-2100 ■ Email: Office@BlueWaterAquaticsInc.com

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

5

AGREEMENT BETWEEN THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT AND FLORIDA FIELD SERVICES GROUP, LLC, REGARDING THE PROVISION OF DOG WASTE REMOVAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of January, 2024, by and between:

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

FLORIDA FIELD SERVICES GROUP, LLC, a Florida limited liability company, with a mailing address of 5664 West Tice Street, Homosassa, Florida 34446 (“Contractor”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”); and

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

WHEREAS, the District has a need to retain an independent contractor to provide weekly dog waste removal services for four (4) dog waste stations located within the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide dog waste removal services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); 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. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional dog waste removal services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services as shown in **Section 3** of this Agreement.

B. While providing the Services, the 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. 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.

SECTION 3. SCOPE OF DOG WASTE REMOVAL SERVICES. The Contractor will provide weekly dog waste removal services for four (4) dog waste stations located within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on a weekly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such 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 industry standards. The performance of the 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 3** 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.

(1) The District hereby designates the District Manager to act as its representative.

- (2) Upon request by the District Manager, 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.

D. 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.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the weekly Services described in this Agreement, the District agrees to pay the Contractor **Three Hundred Dollars (\$300.00) per month**. The term of this Agreement shall be from January 1, 2024, through September 30, 2024, unless terminated earlier by either party in accordance with the provisions of this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either Party thirty (30) days prior to the expiration of the Agreement. Any change in compensation or the scope of services must be approved in writing by the parties.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the 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, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, 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 the 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 the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the 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 any 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 the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The 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.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the 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. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, 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. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- 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, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth 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 such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the 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 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, 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.

SECTION 10. LIENS AND CLAIMS. The 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 of notice of termination.

SECTION 11. 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.

SECTION 12. 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 13. 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.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the 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 the Contractor.

SECTION 15. 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 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the 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. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the 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 18. 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.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 21. 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 Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District:	Varrea South 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

B. If to the Contractor: Florida Field Services Group, LLC
5664 West Tice Court
Homosassa, Florida 34446
Attn: [REDACTED]

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 Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Hillsborough 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 **Daphne Gillyard** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the 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 the 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 the Contractor, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010; GILLYARDD@WHHASSOCIATES.COM; OR 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. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties 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.

SECTION 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. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. 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 448.09(1), *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 31. 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 the Contract.

SECTION 32. 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 such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

[CONTINUED ON FOLLOWING PAGE]

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

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

FLORIDA FIELD SERVICES GROUP, LLC

By: _____

Its: _____

Exhibit A: Description of Services

Exhibit A
Description of Services

ESTIMATE



FROM	BILL TO	ESTIMATE #	1924
FLORIDA FIELD SERVICES GROUP LLC 5664 WEST TICE COURT HOMOSASSA, FL 34446 (352)-515-7300	FARM AT VARREA ACCESS MANAGEMENT 5322 PRIMROSE LAKE CIRCLE, SUITE C TAMPA, FL, 33647	ESTIMATE DATE	09/05/2023

DESCRIPTION

Invoice for providing once weekly dog waste removal services for 4 dog waste stations at the community of Farm at Varrea.

We will:

-Provide all bags: new rolls of dog pick up bags, new bags for the dog waste container and install new bags.

-Pick up any/all trash in close proximity of dog waste stations

Price includes all bags. Trash will be properly disposed of offsite. Cost of services per visit: 1 time per week for a total of \$300 per month.

AMOUNT

300.00

TOTAL \$300.00 USD

TERMS & CONDITIONS

Please make all payments to:
FLORIDA FIELD SERVICES GROUP LLC
5664 West tice court, Homosassa, Florida 34446

Thank you for allowing us the opportunity to serve you.

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

6

AGREEMENT FOR QUARTERLY FOUNTAIN MAINTENANCE SERVICES

THIS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of January, 2024, by and between:

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

FLORIDA FOUNTAINS & EQUIPMENT, LLC, a Florida limited liability company, with a mailing address of 17252 Alico Center Road, Suite 2, Fort Myers, Florida 33967 (“**Contractor**,” together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining various public infrastructure; and

WHEREAS, the District owns, operates and maintains four (4) fountains located on ponds located within the District boundaries (“**Fountains**”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide quarterly fountain maintenance services for the Fountains, as more particularly described in Contractor’s proposal attached hereto as **Exhibit A** (“**Services**”) and incorporated herein by this reference; and

WHEREAS, Contractor represents that it is qualified and willing to provide such Services; 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. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide the professional Services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in Exhibit A.

B. While providing the Services, the 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.

SECTION 3. SCOPE OF QUARTERLY FOUNTAIN MAINTENANCE SERVICES. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as Exhibit A. Exhibit A is attached solely for the purpose of clarifying the scope of Services to be provided to the District; to the extent any of the provisions of this Agreement are in conflict with the provisions of Exhibit A, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such 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 industry standards. The performance of the 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 this Agreement and Exhibit A, 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.

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

(2) Upon request by the District Manager, 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.

D. 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.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor **Seven Hundred Dollars (\$700.00)** per quarter for a not-to-exceed annual amount of **Two Thousand Eight Hundred Dollars (\$2,800.00)**.

B. The term of this Agreement shall be from **January 1, 2024, through September 30, 2024**, unless terminated earlier by either Party in accordance with the provisions of this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either Party thirty (30) days prior to the expiration of the Agreement.

C. If the District should desire additional work or services, or to add additional areas to be maintained, the 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, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

D. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, 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 the 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 the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations

with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

E. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

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

(2) Commercial General Liability Insurance covering the 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 any 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 the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its professional staff, consultants and supervisors shall be named as additional insured. The 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 A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the 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. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, 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. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) and any interests against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth 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 such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the 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 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, 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.

SECTION 10. LIENS AND CLAIMS. The 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 of notice of termination.

SECTION 11. 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.

SECTION 12. 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 13. 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.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the 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 offsets the District may have against the Contractor.

SECTION 15. 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 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the 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. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the 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 18. 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.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of Exhibit A shall apply to this Agreement and Exhibit A shall not be incorporated herein, except that Exhibit A is applicable to the extent that it states and clarifies the scope of Services for the labor and materials to be provided under this Agreement.

SECTION 21. 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 Parties.

and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement 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 litigations or claims arising out of this Agreement shall be in a court of appropriate jurisdiction, in and for Hillsborough 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 **Daphne Gillyard** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the 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 the 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 the Contractor, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010; GILLYARDD@WHHASSOCIATES.COM; OR 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 29. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties 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.

SECTION 30. 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. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 31. 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.

[CONTINUED ON FOLLOWING PAGE]

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

ATTEST:

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WITNESS:

FLORIDA FOUNTAINS & EQUIPMENT, LLC

Print Name: _____

By: _____

Its: _____

Exhibit A Services Proposal

Exhibit A



Florida Fountains & Equipment, LLC

17252 Alko Center Rd Suite 2
 Fort Myers, FL 33967
 (239) 567-3030
 Office@FLfountains.com
 Admin@FLfountains.com

Proposal

Date	Estimate #
6/2/2023	2023-2080

Name / Address
Varrea of Hillsborough Community Assoc Ryan Zook

Notes	Project
	Fountain Cleanings

Description	Qty	U/M	Rate	Total
<p>FOUNTAIN CLEANING AGREEMENT</p> <p>Examine control panel Inspect all relays and contactors Inspect time clocks/photo cells to make sure they are functioning properly Meggar test motor and light cables (check cables for moisture)</p> <p>Clean (pressure wash) fountain, nozzle, screen and light fixtures Record approximate depth levels Inspect/Secure anchor lines</p> <p>Cleaning to be done: 4 times per year</p> <p>Cleaning costs shall be: \$175 per fountain, \$700 to be billed after each service, \$2,800 per year</p> <p>Customer: Varrea of Hillsborough Community Assoc.</p> <p>Number of Fountains to be serviced: 4</p> <p>NOTE: This agreement does not include any services beyond fountain cleanings. Additional proposals will be issued for replacement parts and/or any other repairs that may be deemed necessary.</p> <p>NOTE: This agreement is active for a period of 2 years from signed approval date</p> <p>NOTE: This agreement may be canceled at any time by either party with written notice of 30 days prior to cancellation date.</p> <p>Please email approval back to Sean at office@flfountains.com</p> <p>Approval Signature <u>Wayne Faison</u></p>	16		175.00	2,800.00

We look forward to working with you!	Subtotal
	Sales Tax (6.0%)
	Total



Florida Fountains & Equipment, LLC

17252 Allico Center Rd Suite 2
 Fort Myers, FL 33967
 (239) 567-3030
 Office@FLfountains.com
 Admin@FLfountains.com

Proposal

Date	Estimate #
6/2/2023	2023-2080

Name / Address
Varrea of Hillsborough Community Assoc Ryan Zook

Notes	Project
	Fountain Cleanings

Description	Qty	U/M	Rate	Total
Date <u>Jun 6, 2023</u> _____				
We look forward to working with you!			Subtotal	\$2,800.00
			Sales Tax (6.0%)	\$0.00
			Total	\$2,800.00

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

7



Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard, Suite 600, Tampa FL 33602-5729

October 19, 2023

Varrea South Community Development District
c/o Andrew Kantarzhi
Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, FL 33431

**RE: VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT
ON-GOING ANNUAL GENERAL ENGINEERING CONSULTING SERVICES
WORK AUTHORIZATION NUMBER 3**

Dear Mr. Kantarzhi,

Attached please find our Work Authorization Number 3 associated with the referenced project. If deemed acceptable to you, please sign the form on page 2 where required and return to our office at your earliest convenience. We will then send a fully executed copy to you for your records.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Stantec Consulting Services Inc.

A handwritten signature in blue ink that reads 'Tonja L. Stewart'.

Tonja L. Stewart, PE
Senior Project Manager
Civil Engineering
Ph: (813) 223-9500
tonja.stewart@stantec.com

Att.: As noted



October 19, 2023

TO: Varrea South Community Development District
c/o Andrew Kantarzi
Wrathell, Hunt, and Associates, LLC
2300 Glades Road #410W
Boca Raton, FL 33431

**RE: WORK AUTHORIZATION NUMBER 3
VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT
ON-GOING ANNUAL GENERAL ENGINEERING CONSULTING SERVICES**

OVERVIEW

- 1. Varrea South Community Development District (CDD) ("Client") has requested that Stantec Consulting Services Inc. ("Consultant") provide a Work Authorization for annual general professional engineering services, as needed by the Agreement for Professional Engineering Services executed on August 20, 2021, for the Client's operation and maintenance.

SCOPE OF SERVICES

2024 Additional Engineering Consulting Services

Annual general consulting services for the Client's operation maintenance.

FEES


The compensation to be paid to Stantec for providing the services described in the Scope of Services shall be as follows:

Task	Description	Type	Amount
2024	Additional Engineering Consulting Services	T/M	\$3,500.00

NOTES:

- 1 T/M = Time/Material. These services will be billed hourly in accordance with the attached Professional Services Terms and Conditions.

Tonja L. Stewart, PE Senior Project Manager	 Signature	10/19/2023 Date
--	---	--------------------

Ryan Zook Print Name/Title Varrea South CDD	 Signature	Date
---	---	------



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.



SCHEDULE OF FEES

Effective January 1, 2023

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 111.00
Level 4	\$ 122.00
Level 5	\$ 139.00
Level 6	\$ 143.00
Level 7	\$ 152.00
Level 8	\$ 162.00
Level 9	\$ 168.00
Level 10	\$ 173.00
Level 11	\$ 189.00
Level 12	\$ 198.00
Level 13	\$ 209.00
Level 14	\$ 219.00
Level 15	\$ 232.00
Level 16	\$ 256.00
Level 17	\$ 265.00
Level 18	\$ 270.00
Level 19	\$ 281.00
Level 20	\$ 291.00
Level 21	\$ 309.00
1 Person Field Crew	\$ 145.00
2 Person Field Crew	\$ 200.00
3 Person Field Crew	\$ 255.00
4 Person Field Crew	\$ 310.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

8A

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Hillsborough

} SS

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: RFP for Landscape and Irrigation Maintenance Services** was published in said newspaper by print in the issues of: **10/29/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hillsborough** County, Florida and that the said newspaper has heretofore been continuously published in said **Hillsborough** County, Florida each day and has been entered as a second class mail matter at the post office in said **Hillsborough** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
Landscaping and Irrigation Maintenance Services
Plant City, Florida
AND
NOTICE OF PUBLIC MEETING TO OPEN RFP RESPONSES

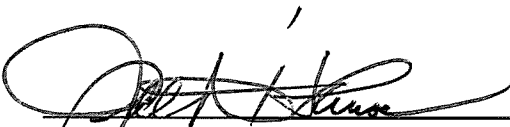
Notice is hereby given that the Varrea South Community Development District will accept proposals from qualified firms interested in providing landscaping and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual including contract documents, project scope and any technical specifications, will be available for public inspection in electronic form beginning **Monday, October 30, 2023, at 10:00 a.m.** from the office of the District Manager Wrathell, Hunt and Associates, LLC by emailing gillyardd@whhassociates.com. Proposers are required to submit a Proposal Guaranty in the amount of ten-thousand dollars (\$10,000.00) with their proposal, as specified in the Project Manual.

Any and all questions relative to this RFP shall be directed in writing by e-mail only to the District Manager at gillyardd@whhassociates.com, no later than **Monday, November 20, 2023, at 5:00 p.m.** Proposers are encouraged to make a site visit prior to submitting questions and prior to submitting a proposal.

Ranking of proposers will be made on the basis of qualifications according to the Evaluation Criteria contained within the Project Manual. The District has the right to reject any and all proposals if it determines, at its sole discretion, such rejection is in the best interest of the District.

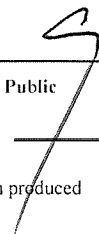
Proposers desiring to provide services for this project must submit one (1) bound original, five (5) bound copies and one (1) electronic copy on a flash drive of the required proposal section(s) no later than **Friday, December 1, 2023, at 12:00 p.m. (Eastern Time)**, at the offices of **D.R. Horton, Inc., 3501 Riga Blvd., Suite 100, Tampa, Florida 33619**. Proposals received after the time and date stipulated above will be returned un-opened to the proposer. Proposals shall be submitted in a sealed package and shall bear the following on the outside of the package: **VARREA SOUTH CDD LANDSCAPE RFP**. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Proposals will be opened at a public meeting on **Friday, December 1, 2023, at 12:05 p.m. (Eastern Time)**, at the offices of **D.R. Horton, Inc., 3501 Riga Blvd., Suite 100, Tampa, Florida 33619**. No official action of the District's Board will be taken at this meeting, and it is held for the limited purpose of opening the RFP responses. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. This meeting may be continued to a date, time, and place to be specified on the record at the meeting. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at 561-571-0010 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District.
10/29/2023 0000313930



Signature Affiant

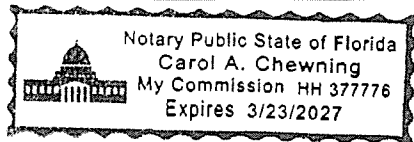
Sworn to and subscribed before me this 10/29/2023



Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____



VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

8C

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT

**LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
EVALUATION MATRIX**

	TECHNICAL CAPABILITY	EXPERIENCE	UNDERSTANDING SCOPE OF RFP	LOWEST PRICE	REASONABLENESS OF PRICE	TOTAL POINTS
RESPONDENT	30 POINTS	40 POINTS	10 POINTS	10 POINTS	10 POINTS	100 POINTS
CEPRA LANDSCAPE				5.32		
LMP				6.69		
REDTREE LANDSCAPE SYSTEMS				4.64		
UNITED LAND SERVICES				3.12		
YELLOWSTONE LANDSCAPE				10		

Completed by: _____
Board Member's Signature

Date: _____

Printed Name of Board Member

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

9

October 30, 2023

Varrea South Community Development District
c/o Cindy Cerbone, District Manager
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Varrea Phase 2A Roadway and Utility Improvements

Dear Cindy,

Pursuant to the Acquisition Agreement, dated December 9, 2022 ("**Acquisition Agreement**"), by and between the Varrea South Community Development District ("**District**") and D.R. Horton, Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed under the Developer's contract with the Contractor, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District will process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the request of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to post any maintenance bonds or other forms of security required for the turnover of the Improvements to the City or County.

If the District is in agreement with the terms stated herein, please execute this letter agreements in the space below and proceed with the necessary steps to affect the Sale.

Agreed to by:
**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**


Name: Ryan Zook
Title: Chairperson

Sincerely,
D.R. HORTON, INC.


Name: John Snyder
Title: Vice President - Land

EXHIBIT A

Description of Varrea Phase 2A Roadway and Utility Improvements

Phase 2A Roadways - All public roads, pavement, curbing and other physical improvements located within those public rights-of-way further designated as Grassy Knoll Court, Sunny Springs Street, Shady Sunrise Loop, Brookside Creek Drive, Ivey Hollow Drive, as identified in the plat known as Varrea Phase 2A, as recorded at Plat Book 145, Pages 171 - 194, of the Official Records of Hillsborough County, Florida.

Phase 2A Utilities (Water, Wastewater & Reclaimed) – All publicly owned water, wastewater and reclaimed water facilities, including but not limited to lines, pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon those public rights-of-way designated as Grassy Knoll Court, Sunny Springs Street, Shady Sunrise Loop, Brookside Creek Drive, Ivey Hollow Drive; and the Public Utility Easements, as identified in the plat known as *Varrea Phase 2A*, as recorded at Plat Book 145, Pages 171 - 194, of the Official Records of Hillsborough County, Florida.

Improvement	Total Amount	Retainage	CDD Eligible Amount Paid to Date (Developer to Contractor)	Balance to Finish
Phase 2A Water	\$895,253.25	\$89,525.33	\$805,727.92	\$0.00
Phase 2A Reclaim	\$710,968.50	\$71,096.85	\$639,871.65	\$0.00
Phase 2A Sewer	\$1,509,459.35	\$150,945.95	\$1,358,513.40	\$0.00
Phase 2A Roadways	\$1,251,957.75	\$125,195.78	\$1,126,761.97	\$0.00
TOTALS:	\$4,367,638.85	\$436,763.91	\$3,930,874.94	\$0.00

**CORPORATE DECLARATION REGARDING COSTS PAID
[VARREA PHASE 2A ROADWAY AND UTILITY IMPROVEMENTS]**

D.R. HORTON, INC., a Delaware corporation ("Developer"), does hereby certify to the Varrea South Community Development District ("District"), a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes:

1. Developer is the developer of certain lands within the District.
2. The District's *Master Report of the District Engineer*, dated February 11, 2022, as supplemented by the *First Supplemental Engineer's Report*, dated March 2023 (together, "**Engineer's Report**"), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, Florida Statutes.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 30th day of October, 2023.

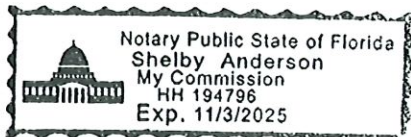
D.R. HORTON, INC.


Name: John Snyder
Title: Vice President – Land

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 30 day of October, 2023, by John Snyder as Vice President – Land of D.R. Horton, Inc., a Delaware corporation, and who is either personally known to me or produced _____ as identification.

(NOTARY SEAL)





NOTARY PUBLIC, STATE OF FLORIDA
Name: Shelby Anderson
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Varrea Phase 2A Roadway and Utility Improvements

Phase 2A Roadways - All public roads, pavement, curbing and other physical improvements located within those public rights-of-way further designated as Grassy Knoll Court, Sunny Springs Street, Shady Sunrise Loop, Brookside Creek Drive, Ivey Hollow Drive, as identified in the plat known as Varrea Phase 2A, as recorded at Plat Book 145, Pages 171 - 194, of the Official Records of Hillsborough County, Florida.

Phase 2A Utilities (Water, Wastewater & Reclaimed) – All publicly owned water, wastewater and reclaimed water facilities, including but not limited to lines, pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon those public rights-of-way designated as Grassy Knoll Court, Sunny Springs Street, Shady Sunrise Loop, Brookside Creek Drive, Ivey Hollow Drive; and the Public Utility Easements, as identified in the plat known as *Varrea Phase 2A*, as recorded at Plat Book 145, Pages 171 - 194, of the Official Records of Hillsborough County, Florida.

Improvement	Total Amount	Retainage	CDD Eligible Amount Paid to Date (Developer to Contractor)	Balance to Finish
Phase 2A Water	\$895,253.25	\$89,525.33	\$805,727.92	\$0.00
Phase 2A Reclaim	\$710,968.50	\$71,096.85	\$639,871.65	\$0.00
Phase 2A Sewer	\$1,509,459.35	\$150,945.95	\$1,358,513.40	\$0.00
Phase 2A Roadways	\$1,251,957.75	\$125,195.78	\$1,126,761.97	\$0.00
TOTALS:	\$4,367,638.85	\$436,763.91	\$3,930,874.94	\$0.00

DISTRICT ENGINEER'S CERTIFICATE
[VARREA PHASE 2A ROADWAY AND UTILITY IMPROVEMENTS]

DECEMBER 9, 2023

Board of Supervisors
Varrea South Community Development District

Ladies and Gentlemen:

The undersigned is a representative of Stantec Consulting Services, Inc. ("**District Engineer**"), as District Engineer for the Varrea South Community Development District's ("**District**") and does hereby make the following certifications in connection with the District's acquisition from D.R. Horton, Inc. ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Master Report of the District Engineer*, dated February 11, 2022, as supplemented by the *First Supplemental Engineer's Report*, dated March 2023 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 6. EFFECTIVE DATE. This Warranty and Release shall take effect upon execution.

Signed, sealed, and delivered
in the presence of:

STANTEC CONSULTING SERVICES, INC.

Witnesses:

Name: JUNAID RAHMAN

Name: Katelyn Greer

Tonja L. Stewart, P.E.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5th day of December, 2023, by Tonja L. Stewart, P.E., as an authorized representative of Stantec Consulting Services, Inc., and with the authority to execute the foregoing on behalf of the corporation, and who is either personally known to me or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



EXHIBIT A

Description of Varrea Phase 2A Roadway and Utility Improvements

Phase 2A Roadways - All public roads, pavement, curbing and other physical improvements located within those public rights-of-way further designated as Grassy Knoll Court, Sunny Springs Street, Shady Sunrise Loop, Brookside Creek Drive, Ivey Hollow Drive, as identified in the plat known as Varrea Phase 2A, as recorded at Plat Book 145, Pages 171 - 194, of the Official Records of Hillsborough County, Florida.

Phase 2A Utilities (Water, Wastewater & Reclaimed) – All publicly owned water, wastewater and reclaimed water facilities, including but not limited to lines, pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon those public rights-of-way designated as Grassy Knoll Court, Sunny Springs Street, Shady Sunrise Loop, Brookside Creek Drive, Ivey Hollow Drive; and the Public Utility Easements, as identified in the plat known as *Varrea Phase 2A*, as recorded at Plat Book 145, Pages 171 - 194, of the Official Records of Hillsborough County, Florida.

Improvement	Total Amount	Retainage	CDD Eligible Amount Paid to Date (Developer to Contractor)	Balance to Finish
Phase 2A Water	\$895,253.25	\$89,525.33	\$805,727.92	\$0.00
Phase 2A Reclaim	\$710,968.50	\$71,096.85	\$639,871.65	\$0.00
Phase 2A Sewer	\$1,509,459.35	\$150,945.95	\$1,358,513.40	\$0.00
Phase 2A Roadways	\$1,251,957.75	\$125,195.78	\$1,126,761.97	\$0.00
TOTALS:	\$4,367,638.85	\$436,763.91	\$3,930,874.94	\$0.00

WARRANTY AND RELEASE OF RESTRICTIONS ON THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

THIS WARRANTY AND RELEASE is made this 5th day of December, 2023, by **Stantec Consulting Services, Inc.**, whose mailing address is 777 S. Harbour Island Blvd., Suite 600, Tampa, Florida 33602-5729 ("Professional"), in favor of the **Varrea South Community Development District** ("District"), which is a local unit of special-purpose government situated in Hillsborough County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction/installation of certain infrastructure improvements for D.R. Horton, Inc., a Delaware corporation, a developer of lands within the District (the "**Developer**"). An outline of the scope of services provided by Professional is attached as **Exhibit A** ("**Work Product**").

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work Product identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer and/or the District for the Work Product identified in **Exhibit A**.

STANTEC CONSULTING SERVICES, INC.

Tonja L. Stewart
Tonja L. Stewart, P.E.
Florida Registration No. 47704
District Engineer

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5th day of December, 2023, by Tonja L. Stewart, P.E., as an authorized representative of Stantec Consulting Services, Inc., and with the authority to execute the foregoing on behalf of the corporation, and who is either personally known to me or produced _____ as identification.

(NOTARY SEAL)



Geri L. Reese

Name: _____

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A



August 2, 2021

Via: E-Mail

Mr. Brian Mihelich
West Florida Entitlement Analyst
D.R. Horton Inc.
12602 Telecom Drive
Tampa, FL 33637

Reference: **Work Authorization Proposal for
Master Agreement – Vendor No.: 1634900
Varrea Phase 2A Subdivision Improvements**

Dear Mr. Mihelich:

In accordance with our Master Agreement (Vendor No. 1634900) and your recent request, STANTEC is pleased to provide a work authorization for the subject project. The proposed work is as follows:

SCOPE OF SERVICES

STANTEC agrees to perform the following services:

Design, permitting and construction related services for the second phase (2A) of a multi-phase project that includes approximately 196 residential units. It is assumed that the earthwork and the stormwater management system for the Phase 2A project will be completed with this phase.

This proposal includes site development related services/ disciplines, including the following:

- Civil/ Site Engineering
- Environmental Services
- Landscape Architectural Services

TASK 200 – ENVIRONMENTAL SERVICES

Task 210 – Meetings, Client Coordination and Project Management - Environmental

Close coordination between the CLIENT and the STANTEC consultant team will be critical to the expedited timelines of the proposed project. To provide for this coordination, STANTEC recommends creation of this task to provide for meetings, telephone conferencing, and other coordination, e.g., email correspondence, between the CLIENT and project team members. STANTEC Scientists will attend a maximum of eight (8) team meetings during the course of this project with the CLIENT and/or project Engineer/ Planning Consultant to establish project goals and schedule; explore opportunities to maximize the development potential of the property; minimize construction costs; discuss regulatory exposure; and develop permitting tactics to avoid regulatory obstacles to the greatest extent possible. To provide strong project management and continuity throughout the project, we have budgeted for two (2) STANTEC Scientists to be available to attend project

Reference: Varrea – Phase 2A

consultant team meetings. This task will also provide budget for management of environmental elements of this project. Services for this task will be invoiced on a time and materials basis.

TASK 220 – Listed Species Census

STANTEC will conduct a cursory census over the Phase 2 project site for the presence of state and federally listed wildlife to confirm existing conditions and any changes that may have occurred relative to suitability for listed species since previous field work. Field visit(s) will occur in the early morning as recommended by the Florida Fish and Wildlife Conservation Commission (FWC) Florida Wildlife Conservation Guide.

During all field work on the project, STANTEC environmental scientists will be vigilant for and record all incidental observations of state or federally listed wildlife.

STANTEC will incorporate the wildlife survey results, including an annotated map illustrating census transects and any observations of state or federally listed wildlife in the permit applications detailed below.

Task 230 - State of Florida Environmental Resource Permitting Support

STANTEC Scientists will participate in a pre-application meeting with Southwest Florida Water Management District (SWFWMD).

It is assumed that compensation for proposed wetland impacts will be provided through purchase of wetland mitigation bank credits. STANTEC will assist the CLIENT to negotiate the reservation and purchase of wetland mitigation bank credits from a permitted wetland mitigation bank for use as compensation for proposed wetland impacts.

STANTEC will assist and coordinate with the project engineer/ consultant in the preparation and submittal of applications for an ERP construction permit application for the Phase 2 of the project.

Wetland assessments and supporting environmental narrative will be prepared by STANTEC for the applications. These narratives will include assessments of the upland and wetland habitats, wetland impact areas, and a thorough discussion of the proposed wetland compensation features.

STANTEC will respond to two (2) requests for additional information from the SWFWMD regarding each ERP application prepared and submitted pursuant to this Task.

STANTEC will schedule and attend a maximum of two (2) office and one (1) field meetings with representatives of the SWFWMD to review and discuss environmental conditions on the project site.

STANTEC will review the issued SWFWMD permits for contradictions, errors, or conditions that cannot reasonably be met.

Task 240 – Hillsborough County Environmental Permitting Support

STANTEC will prepare a project wetland impact and mitigation proposal with the associated exhibits for submittal to the Hillsborough County Environmental Protection Commission (EPC) to address the relevant environmental items as required by the Hillsborough County Land Development Code (LDC), Development Regulations and Environmental Protection Act in accordance with the Applicant's Handbook and Basis of Review for Authorization of Activities Pursuant to Chapter 1-11 – Wetlands as required to modify the previously issued Conceptual Wetland Impact Authorization (EPC File Number 60032) and EPC Noticed Exemption Determination..

Reference: Varrea – Phase 2A

Specifically, the wetland impact and mitigation proposal will provide the necessary information to address Sections 5.4.1 through 5.4.5 of the Applicants Handbook:

- 5.4.1 Project Description
- 5.4.2 Reasonable Use
- 5.4.3 Adequate Protection
- 5.4.4 Application of the Unified Mitigation Assessment Method (UMAM)
- 5.4.5 Mitigation Plan

STANTEC will assist and coordinate with the project engineer in responding to two (2) rounds of Hillsborough County sufficiency questions regarding the environmental aspects of the project.

STANTEC will attend a maximum of two (2) office and one (1) field meetings with Hillsborough County personnel to address issues related to environmental aspects of the project.

STANTEC will review the issued SWFWMD permits for contradictions, errors, or conditions that cannot reasonably be met.

Task 250 - Gopher Tortoise Relocation Permit Application

STANTEC will census 100% of Phase 2 of the project site (estimated at approximately 55 acres) in accordance with FWC Gopher Tortoise Permitting Guidelines to confirm the distribution and abundance of gopher tortoise burrows

STANTEC will identify an off-site recipient area for relocated gopher tortoises and determine the terms of acceptance and any fees required by the recipient site owner to accept the relocated tortoises.

STANTEC will prepare and submit to the FWC an application for the capture and relocation of all on-site gopher tortoises to the off-site recipient area.

STANTEC will attend an onsite field review with a representative of the FWC to confirm the survey results contributing to the permit application.

Following receipt of the relocation permit for the FWC, STANTEC will capture all gopher tortoises onsite and transfer them to the approved recipient area. The costs for the physical capture and relocation of the tortoises, including a backhoe and operator, are not included in this scope of services as it is not possible to determine the total number of burrows that will require excavation during the relocation effort. A separate cost proposal will be provided for relocation costs once the actual number of burrows to be excavated is determined. The CLIENT should anticipate and shall be responsible for the payment of any application fees to the FWC and/or the recipient site associated with the relocation of the tortoises.

ASSUMPTIONS OF THE PROPOSAL

The successful negotiation of environmental permits requires considerable coordination and cooperation amongst parties and agencies which often have conflicting missions and interests. For this reason, STANTEC cannot necessarily anticipate the information that will be required in support of a permit application, the total cost of obtaining the necessary information, nor the ultimate permit conditions. Our Scope of Services and cost proposal assume the following:

- This proposal does not include quantitative sampling for water quality, benthos, or sediment. Studies of this type are considered services beyond the proposed Scope of Services.

Reference: Varrea – Phase 2A

- A separate proposal for gopher tortoise capture and off-site relocation services will be provided based on the results of the surveys required for preparation of the relocation permit application and project construction phasing.
- With the exception of the gopher tortoise surveys and permitting outlined in Task 250, pre-construction surveys and/or permitting for other listed species that may occur on the project site are not included in this proposal. Pre-construction surveys and permitting may be required for additional species depending on those documented to occur on the project and the timing of proposed construction. Any required pre-construction wildlife surveys or permitting will be provided as additional services with the CLIENT'S approval of an amendment to the Agreement.
- This proposal assumes any mitigation required by USACE, SWFWMD or Hillsborough County for unavoidable wetland impacts will occur through the purchase of credits from an existing wetland mitigation bank within the same drainage basin as the proposed project. If the CLIENT elects to compensate for proposed wetland impacts with onsite mitigation, additional permitting services will be required for the design and inclusion of the onsite mitigation in the subject permit applications and provided with CLIENT's approval of an amendment to the Agreement.
- Any permits, approvals, authorizations, or water use permit issues not specifically detailed in this Scope of Services will be performed as additional services.
- Responses to third-party commenters/ objectors to agency actions or permits are not Included in this Scope of Services.

TASK 300 – LANDSCAPE ARCHITECTURAL SERVICES

Task 310 – Landscape Plans

STANTEC will provide landscape architecture (LA) plans that meet the municipalities' code minimum standards for site plan approval. All plans and details will be created in AutoCAD and be provided in pdf or hardcopy for use by the CLIENT/ OWNER. Plans will include landscape planting and associated details and notes/ specifications. All plans and details will be coordinated with the project civil engineer and design team as needed.

STANTEC's landscape architect will provide support in relation to landscape architecture during the permitting phase of the project. Tasks include reviewing and responding to comments from agencies reviewing the plans as well as internal and external coordination as it relates to the permitting process.

TASK 400 – CIVIL/ SITE ENGINEERING SERVICES

Task 401 – Meetings and Coordination – Civil

Close coordination between the CLIENT and the STANTEC consultant team will be critical to the expedited timelines of the proposed project. To provide for this coordination, STANTEC recommends creation of this task to provide for meetings, telephone conferencing, and other coordination, e.g. email correspondence, between the CLIENT and project team members. STANTEC will attend team meetings during the course of this project with the CLIENT and/or project Environmental/ Planning Consultant to establish project goals and-schedule; explore opportunities to maximize the development potential of the property; minimize construction costs; discuss regulatory exposure; and develop permitting tactics to avoid regulatory obstacles to the greatest extent possible. To

Reference: Varrea – Phase 2A

provide strong project management and continuity throughout the project, we have budgeted for two (2) STANTEC civil team members to be available to attend project consultant team meetings.

Task 410 –Stormwater Modeling

STANTEC will complete a stormwater analysis for the Phase 2A project. This will be prepared in accordance with SWFWMD and City of Plant City regulations and will including pre-post hydrologic/ hydraulic analysis to support the design and permitting of the proposed improvements. It is assumed the analysis will be prepared utilizing conventional AdICPR modelling approach, utilizing the existing Varrea Conceptual Stormwater Model. No provisions have been included for updating/ revising the existing model conditions outside the limits of the subject site/ property. If required, and revisions/ updating of these off-site areas would be outside the current scope of services.

Task 411 – ERP Stormwater Processing

STANTEC will prepare and submit the appropriate environmental resource permit applications and supporting information (i.e. wetland impact analysis and habitat conditions) to the respective local (EPC), and state (SWFWMD) regulatory agencies; more specifically, this is anticipated to include:

- EPC – Director’s Authorization (DA) to Impact Wetlands
- SWFWMD – Environmental Resource Permit (ERP)
- Review engineering applications and drawings (plan view and cross-sections); and
- Prepare and submit responses for up to one (1) round of requests for additional information (RAI) from each of the regulatory agencies.

Please note that STANTEC cannot guarantee the authorization by the regulatory agencies of the environmental resource permits or authorization within a specified time period.

Also note that this Scope of Services does not include the development or implementation of a mitigation plan for wetland creation, restoration, or enhancement either on- or off-site. As needed compensatory mitigation that may be required by the regulatory agencies for wetland impacts proposed by the proposed project will be accomplished through the purchase of credits from a mitigation bank. Purchase cost for the mitigation credits are not included under this proposal and will be paid by the CLIENT directly to the mitigation bank. If additional mitigation is required beyond the purchase of credits from a mitigation bank, then STANTEC will provide a separate scope and fee proposal to the CLIENT for review/ approval.

This Scope of Services does not include any fees payable to the EPC, SWFWMD, and/or USACE associated with the regulatory agency review of the environmental resource permit applications referenced above. Application review fees will be paid by the CLIENT directly to the applicable regulatory agencies.

Task 412 – Environmental Civil Support

STANTEC civil team will provide input, support and coordination with the environmental permitting team to include the following tasks/ activities:

- Prepare exhibits for the EPC Noticed Exemption Determination submittal; assume this will include basic site plans, supporting area calculations.
- Prepare cross-sections and related exhibits for the EPC/ SWFWMD permit submittal package.
- Provide input on project impacts and justification (basic/ civil related input only).
- Attend up to one meeting with EPC.

Task 420 – Site and Engineering Plan

STANTEC will prepare one set of Site and Engineering Plans for the proposed subdivision improvements (Phase 2A – 196± lots) based on the CLIENT approved Concept Plan. The design of the following improvements will be included in this Task and all sections will be provided at 60% and 90% for CLIENT review and comment:

- Existing Conditions/ Demolition Plan - STANTEC will prepare a site demolition plan, which will be used by the Contractor to obtain site demolition permit. This plan will be prepared by marking through existing improvements and adding general notes. This work does not include building demolition, removal of any hazardous materials and/or utilities abandonment coordination.
- Paving, Grading, and Drainage Plan – STANTEC will develop a paving, grading, and drainage plan for the proposed onsite improvements. This service will include establishing lines, grades, and slopes necessary to provide adequate surface drainage from the improved areas. Pavement specifications will be included (based upon recommendations from the project geotechnical engineer). Design and permitting for site retaining walls over three (3') feet high, if required, is not included in this proposal.
- Signage and Pavement Marking – This will include preparation of traffic signage and pavement marking plans for the onsite vehicular roadway areas.
- Stormwater Collection and Conveyance – STANTEC will design the stormwater conveyance system (open swales, inlets, manholes and piping) to accommodate surface drainage.
- Stormwater Management Storage Facilities – STANTEC will design the stormwater storage system (i.e. surface water pond(s)) along with associated control structures and treatment facilities.
- Sanitary Sewer – STANTEC will design an onsite gravity sanitary sewer system to connect to the Phase 1 gravity sewer system.
- Potable Water – STANTEC will design a potable water system within the project's boundaries. The potable water system will provide domestic water and fire hydrant flow for the proposed development. It is anticipated that the onsite system will be public.
- Best Management Practices Plan – STANTEC will prepare a "Best Management Practices Plan" and appropriate soil erosion control details. It is intended that this plan will reflect the minimum needs for permitting / construction start-up and that the General Contractor / Site Contractor will update the plan for inclusion in the NPDES Stormwater Pollution Prevention Plan.
- Standard Construction Details – STANTEC will include standard construction details, typical sections, construction notes, etc. as required.
- Technical Specifications – STANTEC will include notes on the Construction Plans that provide process and material specifications for the civil/ site improvements; it is assumed that a separate set of technical specifications and contract documents will not be prepared.

These plans will be submitted to the City of Plant City for Site and Engineering Plan approval. In addition, these plans will also be submitted to Hillsborough County Health Department and the Hillsborough County (EPC) for wastewater and water permits. This task includes, if needed, a pre-application meeting with the City of Plant City.

Task 421 – Site and Engineering Plan - Permit Processing

Reference: Varrea – Phase 2A

STANTEC will respond to questions to requests for additional information on the plans and calculations from the following agencies:

- City of Plant City
- Hillsborough County EPC
- Hillsborough County DOH

Task 430 – Miscellaneous Engineering Services

If requested, STANTEC will provide other assistance and support to the CLIENT, Construction Manager, Architect, Owner, etc. on an as needed basis. This may include, but not be limited to:

- Additional meetings or coordination services not specifically described herein, including those related to project funding, lease agreements, etc.
- Meetings/ coordination related to the various right-of-way and easement vacating requirements.
- Additional site visits or office support during construction.
- Variance requests.
- Supplemental design and surveys, and/or legal descriptions, if needed to support final design/ permitting efforts.
- Cost estimates and/or quantity tabulations.

Task 440 – Bidding Related Services

The scope and fee assumes that Phase 2A will be bid at one time. Task assumes that earthwork for the project will be bid by the contractors. This task includes minor efforts relating to responses to Bidders RFIs only.

Task 441 – Construction Phase Services

Provide general construction observation of site construction. Attend a pre-construction meeting, review contractor shop drawings, provide input to contractor's requests regarding the design intent of the construction plans, provide input to contractor's requests for payment, and conduct final observation of construction/ testing coordination as required by City of Plant City, the Southwest Florida Water Management District, Hillsborough County Environmental Protection Commission (EPC) for sanitary sewer, and Hillsborough County Health Department for water. The Engineer will prepare the Performance and Defect Security Bonds opinion of probable costs.

Task 442 – Certifications

STANTEC will prepare the applicable certification packages to SWFWMD, City of Plant City and FDEP.

Record Drawings – STANTEC will review Record Drawings, prepared and certified by a Registered Land Surveyor (in digital/ AutoCAD format as acceptable to STANTEC and signed and sealed hard copies). The CLIENT, Construction Manager or Contractor will be responsible for obtaining this information from a Registered Land Surveyor. The Record Drawings will be submitted to Department of Health, EPC, SWFWMD and the City of Plant City as part of the Engineer's Certification of Completion of Construction.

Certifications – When site/ civil elements of the project are completed in accordance with the permitted plans and required Record Drawings are provided, STANTEC will certify to Hillsborough

Reference: Varrea – Phase 2A

County Environmental Protection Commission (EPC) for sanitary sewer, Hillsborough County Health Department for water, SWFWMD and the City of Plant City that the Work has been performed in accordance with the permit conditions and the approved plans upon successful and acceptable completion of the Work by the Contractor. Certifications will be signed and sealed by a Registered Engineer in the State of Florida.

The following are the understanding for permit closeouts:

- SWFWMD.
- City of Plant City - This task includes three (3) separate closures for sub-phased construction.
- Hillsborough County EPC - This task includes three (3) separate closures for sub-phased construction.
- Hillsborough County DOH - This task includes three (3) separate closures for sub-phased construction.

Task 900 – Project Expenses

Expenses and labor costs for copying and transmittal of electronic files, blueprinting, reproduction services, color graphics, local deliveries, and overnight express delivery services shall be payable under this task.

EXCLUDED SERVICES

The following services are not included in this Scope of Services:

- Modifications to Preliminary Plat.
- Traffic Engineering.
- Geotechnical Engineering.
- Archaeological Services.
- Design and permitting of any off-site improvements not specifically included herein.
- Preparation of applications for rezoning, land use amendments, or variances except as specifically described herein.
- FEMA floodplain permitting, including the preparation of applications for a Letter of Map Revision (LOMR) or a Conditional Letter of Map Revision (CLOMR).
- Structural Engineering for the design of vehicular or pedestrian bridges, special box culverts or stormwater retention vaults, retaining walls over 3-feet high.
- Preparation of plot plans, foundation surveys, and building staking, unless specifically included herein.
- Special negotiations or design plan modifications due to tree removal or preservation issues; this shall include additional landscape requirements or justification of tree removal, services of an arborist, contribution to County tree bank, design of special tree preservation provisions, etc.
- Traffic studies that may be required by Plant City, Hillsborough County and/or FDOT.
- Site Electrical Plan.
- Site Lighting/ Photometric Plan.

Reference: Varrea – Phase 2A

- Preparation of technical specifications other than those specifications shown on the construction plans or as noted in this Scope of Services.
- Preparation of an application for a water use permit or well construction permit from SWFWMD. (Note: STANTEC will provide minor coordination and copies of construction drawings as may be needed by the CLIENT's well driller or other consultant who will be responsible for preparing and submitting an application for a water use permit or well construction permit from SWFWMD).
- Construction permit revisions.
- Design of special conflict structures or utility relocations other than specifically described herein.
- Preparation of colored renderings, special graphics, or exhibits for presentations to any governmental agency or third party.
- MEP Design.
- Design and permitting of Grease Traps.
- Amenity Area design.
- Services associated with pursuit of LEED certification for the project.
- Permits that are not specifically listed in the Scope of Services, specifically building permits, whether or not required for improvements shown on STANTEC's plans.
- Out-of-town travel beyond the Tampa Bay area.

Reference: Varrea – Phase 2A

COMPENSATION

200	Environmental Services		
210	Meetings, Client Coord. and Project Management - Environmental	T/M*	
220	Listed Species Census	T/M*	
230	State of Florida Environmental Resource Permitting Support	Fixed	
240	Hillsborough County Environmental Permitting Support	Fixed	
250	Gopher Tortoise Relocation Permit Application	T/M*	
Sub-Total – Environmental Services			
300	Landscape Architectural Services		
310	Landscape Architectural Plans	Fixed	
Sub-Total Landscape Architectural Services			
400	Civil/Site Engineering Services		
401	Meetings and Coordination - Civil	T/M*	
410	Stormwater Modeling	Fixed	
411	ERP Stormwater Processing	T/M*	
412	Environmental Civil Support	Fixed	
420	Site and Engineering Plan	Fixed	
421	Site and Engineering Plan - Permit Processing	T/M*	
430	Miscellaneous Engineering Services	T/M*	
440	Bidding Related Services	T/M*	
441	Construction Phase Services	T/M*	
442	Certifications	Fixed	
Sub-Total – Civil/Site Engineering Services			
900	Project Expenses	T/M*	
Grand-Total			

* Time and Material (T/M) estimates are based upon past experience but the actual fee may be more or less due to factors outside of STANTEC’s control.

CLIENT agrees to compensate STANTEC for such services in accordance with the terms of the Master Agreement (Vendor No. 1634900) for additional amount(s) stated below:

All other terms and conditions of the Master Agreement (Vendor No. 1634900) shall remain in full force and effect.

Unless otherwise specified, charges for SERVICES are based on STANTEC’s hourly billing rate table (“Rate Table”), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, STANTEC’s charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year

Reference: Varrea – Phase 2A

percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

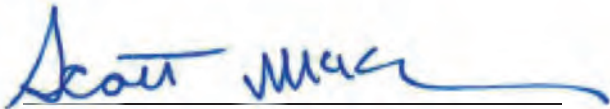
The scope is limited to the task items described herein. In addition to the matters set forth herein, this agreement shall include the Fee Schedule attached hereto and incorporated herein. The term "The CLIENT" shall refer to D.R. Horton.

If this proposal is acceptable, please provide your authorization in the space provided below and return one signed copy of this agreement to our office.

We appreciate this opportunity to be of service to you.

Regards,

STANTEC Consulting Services Inc.



Scott McKenna, PE, LEED AP
Principal
Phone: 941 907-6900
Fax: 941 907-6910
Scott.mckenna@stantec.com

**Prewitt,
Ben**

Digitally signed by
Prewitt, Ben
Date: 2021.08.02
13:08:25 -04'00'

Ben Prewitt, PE
Senior Project Manager
Phone: 813-223-9500
Fax: 813-223-0009
ben.prewitt@stantec.com

Reference: Varrea – Phase 2A

PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

I HEREBY AUTHORIZE the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the Master Agreement between D.R. Horton, Inc. and STANTEC Consulting Services Inc. (Vendor No 1634900). I warrant and represent that I am authorized to enter into this Agreement on behalf of D. R. Horton – Tampa Division.

This proposal is accepted and agreed on this 8th day of September, 2021.

Per: D.R. Horton Inc.

<u>Brian M. Mihelich, West Florida Entitlement Analyst</u>	<u><i>Brian M. Mihelich</i></u>
Print Name & Title	Signature

Enclosures: DR Horton Professional Services Agreement
Schedule of Fees

Chris Dinklage
Entitlement Analyst
9-8-21

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[VARREA PHASE 2A ROADWAY AND UTILITY IMPROVEMENTS]**

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 27th day of OCTOBER, 2023, by Ripa & Associates, LLC ("Contractor"), with an address of 1409 Tech Boulevard, Suite 1, Tampa, Florida 33619, in favor of the Varrea South Community Development District ("District"), which is a local unit of special-purpose government situated in Hillsborough County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Florida Independent Contractor Agreement for Land Development* ("Contract") dated November 18, 2021, and between Contractor and D.R. Horton, Inc. ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("Improvements"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$_____ (including balance to finish and retainage) related to the Improvements and understands that such

amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

RIPA & ASSOCIATES, LLC

By: JOSEPH PITRE
Its: CFO

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27TH day of OCTOBER, 2023, by JOSEPH PITRE, as CFO of Ripa & Associates, LLC, and with the authority to execute the foregoing on behalf of the company, and who is either personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
Name: Michelle Furey
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)



EXHIBIT A

Description of Varrea Phase 2A Roadway and Utility Improvements

Phase 2A Roadways - All public roads, pavement, curbing and other physical improvements located within those public rights-of-way further designated as Grassy Knoll Court, Sunny Springs Street, Shady Sunrise Loop, Brookside Creek Drive, Ivey Hollow Drive, as identified in the plat known as Varrea Phase 2A, as recorded at Plat Book 145, Pages 171 - 194, of the Official Records of Hillsborough County, Florida.

Phase 2A Utilities (Water, Wastewater & Reclaimed) – All publicly owned water, wastewater and reclaimed water facilities, including but not limited to lines, pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon those public rights-of-way designated as Grassy Knoll Court, Sunny Springs Street, Shady Sunrise Loop, Brookside Creek Drive, Ivey Hollow Drive; and the Public Utility Easements, as identified in the plat known as *Varrea Phase 2A*, as recorded at Plat Book 145, Pages 171 - 194, of the Official Records of Hillsborough County, Florida.

Improvement	Total Amount	Retainage	CDD Eligible Amount Paid to Date (Developer to Contractor)	Balance to Finish
Phase 2A Water	\$895,253.25	\$89,525.33	\$805,727.92	\$0.00
Phase 2A Reclaim	\$710,968.50	\$71,096.85	\$639,871.65	\$0.00
Phase 2A Sewer	\$1,509,459.35	\$150,945.95	\$1,358,513.40	\$0.00
Phase 2A Roadways	\$1,251,957.75	\$125,195.78	\$1,126,761.97	\$0.00
TOTALS:	\$4,367,638.85	\$436,763.91	\$3,930,874.94	\$0.00

BILL OF SALE AND LIMITED ASSIGNMENT
[VARREA PHASE 2A ROADWAY AND UTILITY IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 30th day of October, 2023, by and between **D.R. Horton, Inc.**, a Delaware corporation, with an address of 12602 Telecom Drive, Tampa, Florida 33637 ("**Grantor**"), and **Varrea South Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**"), whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a. **Improvements** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the improvements identified in **Exhibit A**.
- b. **Work Product** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the work product identified in **Exhibit A**.
- c. **Additional Rights** – All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing work product and improvements.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**AS IS, WHERE IS**" AND "**WITH ALL FAULTS.**" The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the

Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that is has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

D.R. HORTON, INC.

By: [Signature]
Name: Ryan Cook

[Signature]
Name: John Snyder
Title: Vice President - Land

By: [Signature]
Name: Shahaan Akram

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30 day of OCTOBER, 2023, by John Snyder, as Vice President – Land, of D.R. Horton, Inc., and with authority to execute the foregoing on behalf of the corporation, who is either personally known to me or produced _____ as identification.

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Name: Shelby Anderson
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

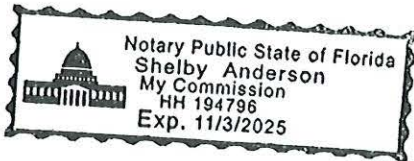


EXHIBIT A

Description of Varrea Phase 2A Roadway and Utility Improvements

Phase 2A Roadways - All public roads, pavement, curbing and other physical improvements located within those public rights-of-way further designated as Grassy Knoll Court, Sunny Springs Street, Shady Sunrise Loop, Brookside Creek Drive, Ivey Hollow Drive, as identified in the plat known as Varrea Phase 2A, as recorded at Plat Book 145, Pages 171 - 194, of the Official Records of Hillsborough County, Florida.

Phase 2A Utilities (Water, Wastewater & Reclaimed) – All publicly owned water, wastewater and reclaimed water facilities, including but not limited to lines, pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon those public rights-of-way designated as Grassy Knoll Court, Sunny Springs Street, Shady Sunrise Loop, Brookside Creek Drive, Ivey Hollow Drive; and the Public Utility Easements, as identified in the plat known as *Varrea Phase 2A*, as recorded at Plat Book 145, Pages 171 - 194, of the Official Records of Hillsborough County, Florida.

Improvement	Total Amount	Retainage	CDD Eligible Amount Paid to Date (Developer to Contractor)	Balance to Finish
Phase 2A Water	\$895,253.25	\$89,525.33	\$805,727.92	\$0.00
Phase 2A Reclaim	\$710,968.50	\$71,096.85	\$639,871.65	\$0.00
Phase 2A Sewer	\$1,509,459.35	\$150,945.95	\$1,358,513.40	\$0.00
Phase 2A Roadways	\$1,251,957.75	\$125,195.78	\$1,126,761.97	\$0.00
TOTALS:	\$4,367,638.85	\$436,763.91	\$3,930,874.94	\$0.00

BILL OF SALE
[VARREA PHASE 2A UTILITIES]

KNOW ALL MEN BY THESE PRESENTS, that **VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **THE CITY OF PLANT CITY, FLORIDA**, a political subdivision of the State of Florida, whose address is 302 W. Reynolds Street, Plant City, Florida 33563 (hereinafter referred to as CITY) has granted, bargained, sold, transferred, conveyed and delivered to the CITY, its executors, administrators, successors and assigns forever, the following:

Phase 2A Utilities (Water, Wastewater & Reclaimed) – All publicly owned water, wastewater and reclaimed water facilities, including but not limited to lines, pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon those public rights-of-way designated as Grassy Knoll Court, Sunny Springs Street, Shady Sunrise Loop, Brookside Creek Drive, Ivey Hollow Drive; and the Public Utility Easements, as identified in the plat known as *Varrea Phase 2A*, as recorded at Plat Book 145, Pages 171 - 194, of the Official Records of Hillsborough County, Florida.

All on the property situate, lying and being in the City of Plant City, State of Florida.

TO HAVE AND TO HOLD the same unto the CITY, its executors, administrators, successors and assigns forever. The CITY shall have all rights and title to the above-described personal property.

AND the SELLER hereby covenants to and with the CITY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; the SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons claiming by, through or under the Grantor.

[CONTINUED ON NEXT PAGE]

BILL OF SALE [CDD TO CITY]
SIGNATURE PAGE

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 30th day of October, 2023.

WITNESSES:

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT

Signature: 
Print Name: Shahaan Akram



By: Ryan Zook
Its: Chairperson

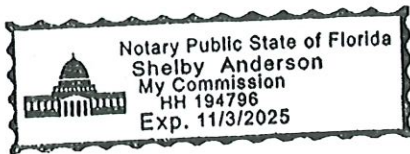
Signature: 
Print Name: Michelle Guerrier

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30 day of October, 2023, by Ryan Zook, as Chairperson of Varrea South Community Development District, who is either personally known to me or produced _____ as identification.

(NOTARY SEAL)


NOTARY PUBLIC, STATE OF FLORIDA
Name: Shelby Anderson
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

10

FIELD OPERATIONS AGREEMENT

THIS FIELD OPERATIONS AGREEMENT (“Agreement”) is made and entered this 1st day of January 2024, by and between:

Varrea South Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

ACCESS RESIDENTIAL MANAGEMENT LLC, D/B/A ACCESS MANAGEMENT, a Florida limited liability company, whose mailing address is 1170 Celebration Blvd, Suite 202, Celebration, Florida 34747 (“**Manager**,” and together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

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 into and form a material part of this Agreement.

SECTION 2. MANAGER’S OBLIGATION.

A. *Specific Duties.* Manager shall perform the specific duties described on the document attached hereto as **Exhibit A** and incorporated herein by reference.

B. General Duties. Manager also shall be responsible for the management and oversight of District vendors for the District Property in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance under the District's direction. (That said, and as a point of clarification, Manager shall not have authority to execute contracts and/or change orders on behalf of the District.) Manager is responsible for the overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work. Manager shall report directly to the District Manager and the Board of Supervisors. Manager shall attend monthly Board Meetings when requested by the District Manager or Board of Supervisors.

C. Inspection. Manager shall conduct regular inspections of all District property and report any irregularities to the District Manager, or its designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.

D. Investigation and Report of Accidents/Claims. Manager shall promptly notify the District Manager as to all accidents or claims for damage relating to the management of the District's contractors or vendors and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property. Manager shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Manager shall not file any claims with the District's insurance company without the prior consent of the District Manager or his designee.

E. Compliance with Government Rules, Regulations, Requirements and Orders. Manager shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District property placed thereon by any governmental authority having jurisdiction. Manager shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Manager shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District property, including the improvements.

F. Adherence to District Rules, Regulations and Policies. To the extent they apply to Manager's performance herein, Manager's personnel shall be familiar with any and all District rules, policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, policies and procedures as may be promulgated by the District from time to time and ensure that said persons conform therewith. Manager may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times and the District shall have the right, in its sole discretion, to amend or terminate such policies and procedures as it deems reasonably necessary. Manager assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

G. *Care of the Property.* Manager shall use all due care to protect the property of the District, its residents and landowners from damage by Manager, its employees or contractors.

SECTION 3. COMPENSATION. The District shall pay the Manager the compensation set forth in **Exhibit A** for the provision of field operations management services pursuant to the terms of this Agreement. As a point of clarity, the annual fee amounts are included for reference purposes only, and the District will pay the Manager on a monthly basis for work performed under the Contract based on the monthly fee amounts.

SECTION 4. TERM.

- A. The term of this Agreement shall commence as of the date first written above and shall terminate September 30, 2024, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.
- B. Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

SECTION 5. INSURANCE. The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance as set forth in **Exhibit B**. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

SECTION 6. INDEMNITY. Manager agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, 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 Manager, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Manager to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at

fault for any claims against the District and Manager as jointly liable parties; however, Manager shall indemnify the District for any and all percentage of fault attributable to Manager for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Manager 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. 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. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. 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 9. ASSIGNMENT. Neither Party may assign this Agreement without the prior written approval of the other

SECTION 10. INDEPENDENT MANAGER STATUS. In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, 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. The Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager 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 11. 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.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

SECTION 13. 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 the Manager.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. 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, and at the addresses first set forth above. 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 Manager may deliver Notice on behalf of the District and the Manager. 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 16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Manager 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 the Manager 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 the Manager and their respective representatives, successors, and assigns.

SECTION 17. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Pasco County, Florida.

SECTION 18. PUBLIC RECORDS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager acknowledges that the designated public records custodian for the District is **Craig Wrathell** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Manager 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 the Manager 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 the Manager’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 the Manager, the Manager 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 THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.


SECTION 19. 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 20. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Manager as an arm’s length transaction. The District and the Manager 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.

SECTION 21. EMPLOYMENT VERIFICATION; E-VERIFY. The Manager agrees that is shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Contract of 1986, as amended, and Section 448.095, Florida Statutes.

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

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

By: 

Print Name: Ryan Zook

Its: Chair

ACCESS RESIDENTIAL MANAGEMENT LLC

By: 

Print Name: DAVID WATTER

Its: VP of Operations

EXHIBIT A

Management Services - Includes duties listed below.

Commencement Date: January 1, 2024
Annual Fee: \$ 40,000.00
Monthly Fee: \$ 3,333.33

Commencement Date: Once Section 6A is complete fee will increase to
Annual Fee: \$ 43,712.00
Monthly Fee: \$ 3,642.67

Commencement Date: Once Section 2B is complete fee will increase to
Annual Fee: \$ 53,712.00
Monthly Fee: \$ 4,476.00

- Reports directly to the CDD District Manager
- Oversees Community Support Staff, Facility Monitors, and Auxiliary Staff (AT ADDITIONAL COST / IF NECESSARY)
- Assess condition of District property resulting from neglect, vandalism, depreciation and estimate costs associated with its repair and/or replacement
- Maintain preventative maintenance records, inventories, purchases, and review of invoices
- Arrange quotes and supervise performance of outside contractors
- Perform regularly scheduled reviews of preventative maintenance records, inventories, and purchases
- Provide sign off on and code invoices, as needed and submit for payment.
- Work to ensure the community meets the quality maintenance standards set by the Board of Supervisors
- Provide budgetary input and assist in monitoring and controlling of expenditures.
- Attend monthly Board meetings and present an Operations report.
- Oversee pond maintenance and water management system provider performance through regular meetings and inspections.
- Oversee landscape/irrigation maintenance system provider performance through regular meetings and inspections
- Oversee Pool Maintenance Service and repairs as well as condition of all pools and fountains
- Advise the District of any necessary repairs, cleaning, or replacement items required due to "normal wear and tear", "acts of God", or "vandalism". Such repairs shall be billed separately, upon approval of the Community Development District
- Prepare a Facility Maintenance Plan and an Emergency Action Plan
- Resolve any issues requiring attention on behalf of the residents and/or Board of Supervisors
- Oversee aspects such as budgeting, policy recommendations and enforcement as well as safety and security recommendations
- Assume all staffing responsibilities including all duties associated with employing the recreational staff, such as recruiting, hiring, training, and overseeing and evaluating such personnel
- Conduct professional interaction and coordination with security providers (Security Company / Off Duty Sheriffs)
- Recommend on an ongoing basis, capital equipment replacements, additions, and operational improvements.
- Upon review, have the authority to purchase goods and/or services on the District's behalf as it relates to operation and maintenance of the District up to \$500.00 per purchase with the District issued debt card
- Make suggestions for new or revised rules for the Recreational Facilities when appropriate
- Assist the District in procuring and maintaining all licenses and permits required for Recreational Facilities
- At times, the work schedule of the manager must be flexible to monitor resident request, supervise outside contractors and handle operational emergencies
- All other duties deemed necessary by the Board of Supervisors or District Manager to Assist residents with Facility Rental Contracts
- Assist residents with Access Cards (Costs of cards/ postage/ handling reimbursed to Access Mgmt. by CDD)
- Oversee the amenity center facilities, including operations and maintenance

Notices/Billing Address:

Access Management 1170 Celebration Blvd, Suite 202, Celebration, FL 34747

Office Locations: Florida - Tampa, Sarasota, Naples, Celebration South Carolina - Myrtle Beach

Proposed Site Visits: Weekly - LCAM Monthly - Regional Director of Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Butler, Buckley, Deets, Inc. 6505 Blue Lagoon Dr Suite 250 Miami FL 33126	CONTACT NAME: LISA BRAND		
	PHONE (A/C. No. Ext): 305-262-0086	FAX (A/C. No):	
E-MAIL ADDRESS: LBRAND@bbdins.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A : MOUNT VERNON FIRE INSURANCE CO			
INSURED Access Residential Management, LLC 1170 Celebration Blvd # 202 Celebration FL 34747	ACCERES-01	INSURER B : PROGRESSIVE EXPRESS INS CO	10193
		INSURER C : Employers Preferred Ins Co	10346
		INSURER D : MESA UNDERWRITERS SPEC INS CO	36838
		INSURER E : HARTFORD CASUALTY INS CO	29424
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1250151822

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PM2002254K	11/1/2022	11/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	02843852	1/20/2023	1/20/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	MX0120008000004	5/5/2023	11/1/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG2912335-04	11/1/2023	11/1/2024	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	CRIME			21BDDGW4042	11/1/2022	11/1/2023	Crime/Fidelity Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Varrea South Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are included as Additional Insureds on the above-listed policies where required by written contract. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds, and a 30-Day Notice of Cancellation applies in favor of the Additional Insureds

CERTIFICATE HOLDER**CANCELLATION**

The Varrea South Community Development District
 2300 Glades Rd., #410 W
 Boca Raton FL 33431
 United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

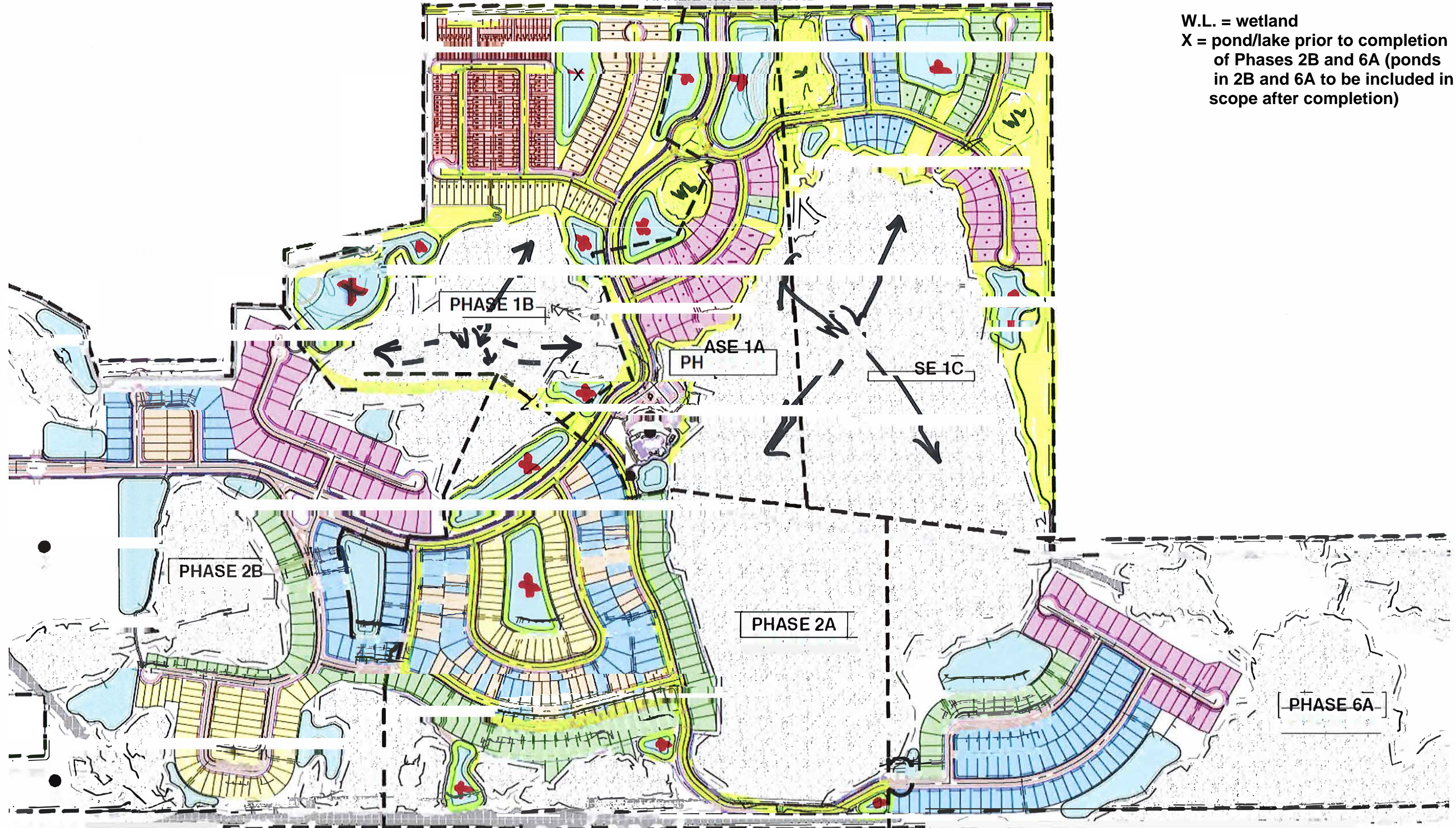
AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT C - Property Map

CHARLIE TAYLOR ROAD

W.L. = wetland
X = pond/lake prior to completion
of Phases 2B and 6A (ponds
in 2B and 6A to be included in
scope after completion)



Farm at Varrea

RED = Phase 1
YELLOW = Phase 2



VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2023**

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2023**

	General Fund	Debt Service Fund 2023	Capital Projects Fund 2023	Total Governmental Funds
ASSETS				
Cash	\$ 4,797	\$ -	\$ -	\$ 4,797
Investments				
Revenue	-	236,185	-	236,185
Reserve	-	295,558	-	295,558
Construction	-	-	353,551	353,551
Cost of issuance	-	1,336	-	1,336
Due from Landowner	32,102	-	-	32,102
Total assets	<u>\$ 36,899</u>	<u>\$ 533,079</u>	<u>\$353,551</u>	<u>\$ 923,529</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 31,065	\$ -	\$ -	\$ 31,065
Contracts payable	-	-	1,627	1,627
Due to other	860	-	-	860
Due to Landowner	-	13,993	715	14,708
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>37,925</u>	<u>13,993</u>	<u>2,342</u>	<u>54,260</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	32,102	-	-	32,102
Total deferred inflows of resources	<u>32,102</u>	<u>-</u>	<u>-</u>	<u>32,102</u>
Fund balances:				
Restricted for:				
Debt service	-	519,086	-	519,086
Capital projects	-	-	351,209	351,209
Unassigned	(33,128)	-	-	(33,128)
Total fund balances	<u>(33,128)</u>	<u>519,086</u>	<u>351,209</u>	<u>837,167</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 36,899</u>	<u>\$ 533,079</u>	<u>\$353,551</u>	<u>\$ 923,529</u>

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ -	\$ 1,551,426	0%
Total revenues	<u>-</u>	<u>-</u>	<u>1,551,426</u>	0%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	4,000	48,000	8%
Legal	-	-	25,000	0%
Engineering	-	-	3,500	0%
Audit	-	-	5,000	0%
Arbitrage rebate calculation*	-	-	1,500	0%
Dissemination agent**	83	83	2,000	4%
Trustee***	-	-	11,000	0%
Telephone	17	17	200	9%
Postage	-	-	500	0%
Printing & binding	42	42	500	8%
Legal advertising	552	552	6,500	8%
Annual special district fee	175	175	175	100%
Insurance	5,590	5,590	5,913	95%
Contingencies/bank charges	22	22	500	4%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>10,481</u>	<u>10,481</u>	<u>111,203</u>	9%
Field operations				
Property insurance	-	-	50,000	0%
Field operations management	-	-	53,712	0%
Landscape maintenance	-	-	350,000	0%
Landscape replacement	-	-	150,000	0%
Mulch replacement	-	-	75,000	0%
Streetlights	-	-	195,471	0%
Fountains	-	-	6,000	0%
Fountains electric	-	-	24,000	0%
Ponds	-	-	30,240	0%
Entrance monuments	-	-	24,000	0%
Amenity Center	-	-	320,000	0%
Reclaim Water	-	-	12,500	0%
Electirc non fountain & streetlights	-	-	40,000	0%
Other/misc.	-	-	55,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>1,385,923</u>	0%
Other fees & charges				
Tax collector	-	-	54,300	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>54,300</u>	0%
Total expenditures	<u>10,481</u>	<u>10,481</u>	<u>1,551,426</u>	1%

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED OCTOBER 31, 2023

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Excess/(deficiency) of revenues over/(under) expenditures	(10,481)	(10,481)	-	
Fund balances - beginning	<u>(22,647)</u>	<u>(22,647)</u>	-	
Fund balances - ending	<u><u>\$ (33,128)</u></u>	<u><u>\$ (33,128)</u></u>	<u><u>\$ -</u></u>	

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

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 320,106	0%
Assessment levy: off-roll	-	-	284,346	0%
Interest	2,157	2,157	-	N/A
Total revenues	<u>2,157</u>	<u>2,157</u>	<u>604,452</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	135,000	0%
Interest	-	-	456,466	0%
Total debt service	<u>-</u>	<u>-</u>	<u>591,466</u>	0%
Other fees & charges				
Tax collector	-	-	13,338	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>13,338</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>604,804</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	2,157	2,157	(352)	-613%
Fund balances - beginning	<u>516,929</u>	<u>516,929</u>	<u>523,155</u>	
Fund balances - ending	<u><u>\$ 519,086</u></u>	<u><u>\$ 519,086</u></u>	<u><u>\$ 522,803</u></u>	

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1,428	\$ 1,428
Total revenues	1,428	1,428
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	1,428	1,428
Fund balances - beginning	349,781	349,781
Fund balances - ending	\$ 351,209	\$ 351,209

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Varrea South Community Development District held a Public Hearing and Regular Meeting on August 11, 2023 at 10:00 a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610.

Present at the meeting were:

Ryan Zook	Chair
Ryan Hoppe	Assistant Secretary
Brian Janek	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Tucker Mackie (via telephone)	District Counsel
Ryan Dugan (via telephone)	Kutak Rock LLP

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 10:23 a.m. Supervisors Zook, Janek and Hoppe were present. Supervisors Snyder and Conerly were not present.

SECOND ORDER OF BUSINESS

Public Comments

Mr. Kantarzhi stated that there are no members of the public present.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2023/2024 Budget**

A. Proof/Affidavit of Publication

This item was included for informational purposes.

B. Consideration of Resolution 2023-10, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date

40 Mr. Kantarzhi stated that this version of the proposed Fiscal Year 2024 budget is
41 unchanged since presented at the June meeting.

42

43 **On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the**
44 **Public Hearing was opened.**

45

46

47

No member of the public or affected property owners spoke.

48

49 **On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the**
50 **Public Hearing was closed.**

51

52 **On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor,**
53 **Resolution 2023-10, Relating to the Annual Appropriations and Adopting the**
54 **Budget for the Fiscal Year Beginning October 1, 2023, and Ending September**
55 **30, 2024; Authorizing Budget Amendments; and Providing an Effective Date,**
56 **was adopted.**

57

58

59 **FOURTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2023/2024
Budget Funding Agreement**

60

61

62 **On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the**
63 **Fiscal Year 2023/2024 Budget Funding Agreement with D.R. Horton, Inc., was**
64 **approved.**

65

66

67 **FIFTH ORDER OF BUSINESS**

**Consideration of Agreement to Install and
Maintain Improvement in the County Right
of Way [Boardwalk Maintenance
Agreement]**

68

69

70

71

72 This item was presented following the Sixth Order of Business.

73

74 **SIXTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of June 30, 2023**

75

76

77 **On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the**
78 **Unaudited Financial Statements as of June 30, 2023, were accepted.**

79

80

- 81 ▪ **Consideration of Agreement to Install and Maintain Improvement in the County Right**
82 **of Way [Boardwalk Maintenance Agreement]**

83 **This item, previously the Fifth Order of Business, was presented out of order.**

84 Ms. Mackie presented the Boardwalk Maintenance Agreement and accompanying
85 exhibits. The Agreement, included in the revised agenda, was prepared in conjunction with D.
86 R. Horton, upon advisement that the County is requiring the property owner benefiting from
87 certain boardwalks along Midway Road to maintain it in perpetuity.

88

89 **On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the**
90 **Agreement to Install and Maintain Improvements “pedestrian boardwalk”**
91 **within the County Right-of-Way, was approved.**

92

93

94 **SEVENTH ORDER OF BUSINESS**

94 **Approval of June 9, 2023 Regular Meeting**
95 **Minutes**

95

96

97 **On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the**
98 **June 9, 2023 Regular Meeting Minutes, as presented, were approved.**

99

100

101

Mr. Kantarzhi asked to amend the agenda to add other items.

102

103 **On MOTION by Mr. Hoppe and seconded by Mr. Janek, with all in favor,**
104 **amending the agenda to add other items for consideration, was approved.**

105

106

- 107 ▪ **Consideration of Evaluation Criteria Sheet Related to the Request for Proposals (RFP)**
108 **for Landscaping and Irrigation Maintenance Services**

109 **This item was an addition to the agenda.**

110 Mr. Kantarzhi distributed a draft Evaluation Criteria Sheet.

111 Ms. Mackie noted that to start the RFP process, the Evaluation Criteria Sheet must be
112 approved. District Counsel will work with the Developer and CDD Staff to finalize the Project
113 Manual and finalize the dates for submittals, questions and the response due date, prior to
114 advertising the RFP. The goal is to engage a service provider for Fiscal Year 2024.

115 Regarding the status of the Agreement to engage Access Management, Ms. Mackie
116 stated she needs information on the annual cost. In response to Mr. Zook’s request to have

117 Access Management in place to manage field operations at the beginning of the Fiscal Year, on
118 October 1, 2023 and other related contracts, Ms. Mackie stated she will work with him to
119 develop the scope of services and present that contract at the September meeting. Ms. Mackie
120 asked Mr. Zook to email the existing maintenance agreements to District Management's group
121 to distribute to District Counsel to prepare the CDD forms of Agreement.

122 Mr. Zook requested engaging Access Management on September 1, 2023 instead of in
123 October.

124

125 **On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor,**
126 **authorizing Staff to commence the RFP process, was approved.**

127

128 **On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor,**
129 **authorizing Staff to commence engagement of Access Management to manage**
130 **the CDD field operations, in a not-to-exceed amount of \$53,712, and**
131 **authorizing the Chair or Vice Chair to execute, was approved.**

132

133

134 **▪ Continuation of Consideration of Evaluation Criteria Sheet Related to the Request for**
135 **Proposals (RFP) for Landscaping and Irrigation Maintenance Services**

136 Mr. Kantarzhi presented the draft Evaluation Criteria Sheet, which outlines the scores
137 for each category. He pointed out that the price category is broken down into the two scoring
138 categories of price and reasonableness of price.

139 Discussion ensued regarding possibly changing scores in the Evaluation Criteria Sheet,
140 revising language in the Technical Capability category for this and future RFPs, etc.

141

142 **On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor,**
143 **authorizing Staff to advertise the RFP for Landscaping and Irrigation**
144 **Maintenance Services, with changes to the Evaluation Criteria as discussed and**
145 **stated to include Technical Capability 30 points, Experience 40 points,**
146 **Understanding of Scope of Work 10 points, Overall Price 20 points split into**
147 **Reasonableness of Pricing 10 points and Lowest Respondent 10 points, was**
148 **approved.**

149

150

151 Mr. Kantarzhi will work with Mr. Dugan on the notice for RFP.

152

153 **EIGHTH ORDER OF BUSINESS** **Staff Reports**

154

155 **A. District Counsel: Kutak Rock, LLP**

156 Ms. Mackie stated the Boundary Amendment petition was filed with the Court. The
157 anticipated public hearing date is September 25, 2023. She expects to present acquisition
158 documents for the utilities in Phase 2A at the next meeting.

159 Mr. Zook asked when debt service reserve funds can be accessed. Ms. Mackie stated
160 there are release conditions; the first is when the lots are fully platted.

161 **B. District Engineer: Stantec Consulting Services, Inc.**162 **C. District Manager: Wrathell, Hunt and Associates, LLC**

163 There were no District Engineer or District Manager reports.

164 • **NEXT MEETING DATE: September 8, 2023 at 10:00 A.M.**165 ○ **QUORUM CHECK**

166 The next meeting will be on September 8, 2023, unless cancelled. Mr. Hoppe and Mr.
167 Conerly noted they cannot attend the September meeting.

168

169 **On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor,**
170 **authorizing District Staff to engage with the Developer for purposes of**
171 **acquiring Phase 2A Utility Infrastructure, in the not-to-exceed amount of the**
172 **estimate identified in the Engineer's Report, was approved.**

173

174

175 **NINTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

176

177 There were no Board Members' comments or requests.

178

179 **TENTH ORDER OF BUSINESS** **Public Comments**

180

181 There were no public comments.

182

183 **ELEVENTH ORDER OF BUSINESS** **Adjournment**

184

185 **On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the**
186 **meeting adjourned at 11:04 a.m.**

187
188
189
190
191
192

Secretary/Assistant Secretary

Chair/Vice Chair

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2023 CANCELED	Regular Meeting	10:00 AM
November 10, 2023 CANCELED	Regular Meeting	10:00 AM
December 8, 2023	Regular Meeting	10:00 AM
January 12, 2024	Regular Meeting	10:00 AM
February 9, 2024	Regular Meeting	10:00 AM
March 8, 2024	Regular Meeting	10:00 AM
April 12, 2024	Regular Meeting	10:00 AM
May 10, 2024	Regular Meeting	10:00 AM
June 14, 2024	Regular Meeting	10:00 AM
July 12, 2024	Regular Meeting	10:00 AM
August 9, 2024	Regular Meeting	10:00 AM
September 13, 2024	Regular Meeting	10:00 AM