

**BRIGHTON LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE  
October 12, 2023 – 6:00 p.m.**

**Join on your computer or mobile app  
[Click here to join the meeting](#)**

**Or call in (audio only)  
[646-838-1601, 494446920#](tel:646-838-1601)**



313 CAMPUS STREET  
CELEBRATION, FLORIDA 34747

# Brighton Lakes Community Development District

## Board of Supervisors

Marcial Rodriguez, Jr., Chairman  
John Crary, Vice Chairman  
Michelle Incandela, Assistant Secretary  
Mark Peters, Assistant Secretary  
Nadine Singh, Assistant Secretary

## Staff:

Gabriel Menna, District Manager  
Tucker Mackie/ Ryan Dugan, District Counsel  
Mark Vincutonis/ Peter Glassrock, District Engineer  
Freddy Blanco Field Inspection  
Dennis Hisler, CDD Landscaping & Maintenance Liaison

## Workshop Agenda

Tuesday, October 12, 2023 – 6:00 p.m.

- 
1. **Call to Order and Roll Call**
  2. **Pledge of Allegiance**
  3. **Audience Comments -Limit to 3 Minutes**
  4. **Staff Reports**
    - A. Field Management
      1. Review of the Field Inspection Report ..... P. 3
      2. Response to the Field Inspection Report ..... P. 20
  5. **Discussion Items**
    - A. Blade Runner
      1. Review of the Blade Runner Contract ..... P. 69
      2. Review of the Blade Runner Addendum ..... P. 115
    - B. Sitex
      1. Review of the Sitex Aquatic Service 2018 Agreement ..... P. 118
      2. Review of the Sitex Aquatic Agreement ..... P. 132
    - C. MagnoSec
      1. Review of the MagnoSec Security Services Agreement ..... P. 133
      2. Review of the MagnoSec Contract for Security Services 2023-2024 ..... P. 145
  6. **Supervisor Requests**
  7. **Adjournment**

*The next regular meeting is scheduled for Thursday, November 2, 2023, at 6:00 p.m.*

### District Office:

313 Campus Street  
Celebration, FL 34747  
407-566-1935  
[www.BrightonLakesCDD.org](http://www.BrightonLakesCDD.org)

### Meeting Location:

Brighton Lakes Clubhouse  
4250 Brighton Lakes Boulevard  
Kissimmee, FL 34746  
Call In: 646-838-1601, 679937019#

# SEPTEMBER 2023 FIELD INSPECTION

Brighton Lakes CDD

Tuesday, September 19, 2023

Prepared For Board Of Supervisors

32 Item Identified

Freddy Blanco Field  
Manager  
Inframark





**Item 1**

Assigned To Techni Pools  
New equipment installation is completed



**Item 2**

Assigned To Bladerunner  
Landscaping  
Provide weeds control service around the pool equipment area





**Item 3**

Assigned To Techni Pools  
Pool is working normally



**Item 4**

Assigned To Inframark  
Replace key box located at the  
exterior storage room door at the  
recreation center



**Item 5**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 6**

Assigned To Bladerunner

Landscaping

Provide schedule for trimming service to the palms located next to bridge





**Item 7**

Assigned To Inframark

Create a work order to repair “Do no feed alligators” sign located behind the playground at Volta Circle



**Item 8**

Assigned To Bladerunner

Landscaping

Irrigation main line repair at Brighton Lakes Blvd is completed.



**Item 9**

Assigned To District Engineer  
New speed bumps near to Volta Cir  
are coming off



**Item 10**

Assigned To District Engineer  
Several Speed bumps signs (poles  
base) are loose





**Item 11**

Assigned To Inframark  
Contact ToHo Water Company  
regarding damage (grass damage )at  
the community exit



**Item 12**

Assigned To Inframark  
Contact ToHo Water Company  
regarding damage (broken sidewalk  
)at the community exit.



**Item 13**

Assigned To Inframark

Create work order for replacement of photocell at the community entrance



**Item 14**

Assigned To Inframark

Contact ToHo Water Company regarding damage (sidewalk removal )at the community exit





**Item 15**

Assigned To Board Of Supervisors  
Resident from 3615 Kariba Court  
planted fruit trees in CDD easement



**Item 16**

Assigned To Bladerunner  
Landscaping  
Mowing service at Kariba Court  
easement is completed according to  
the schedule





**Item 17**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 18**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 19**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 20**

Assigned To Bladerunner

Landscaping

Mowing service along the Brighton Lakes Blvd is ongoing





**Item 21**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 22**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 23**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 24**

Assigned To Bladerunner

Landscaping

Trimming trees and moving service behind backyards at Patrician Cir. Is completed according to schedule





**Item 25**

Assigned To Bladerunner  
Landscaping

Trimming trees and moving service  
behind backyards at Patrician Cir. Is  
completed according to schedule



**Item 26**

Assigned To Sitex

Ponds still is showing excessive  
growth algae





**Item 27**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 28**

Assigned To Inframark

Create a work order to install rubber mulch at around the exercise station





**Item 29**

Assigned To Bladerunner  
Landscaping

Provide schedule for bush hogging  
behind backyard at Juneberry Way



**Item 30**

Assigned To Inframark

Create a work order to install rubber  
mulch at around the bicycle rack



**Item 31**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 32**

Assigned To Sitex

Ponds still is showing excessive growth algae

Brighton Lakes CDD Board of Directors,

In September of 2023 I attended a CDD meeting and raised the issue of how we spend the funds of the residents on pond treatment (Sitex), security at the Community Center (Magnosec), and our landscape company (Blade Runners Commercial Landscaping). The majority of this communication is to address issues that exist in our community withur landscape company (Blade Runners Commercial Landscaping).

The Brighton Lakes CDD (District) has a legally binding, narrowly defined, contract with Blade Runners Commercial Landscaping. That contract protects the vendor and the CDD. If the vendor satisfies the contract then they are guaranteed to be paid the previously agreed upon amounts in the contract. If the vendor fails to satisfy the contract the CDD has the right and responsibility to withhold funds for the work that was not performed. Both the vendor and the District may terminate this contract with a 30-day notice.

The contract in question is named the LANDSCAPE/GROUNDS MAINTENANCE SERVICES and the responsibilities are clearly defined in the PROJECT MANUAL. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, were made available for public inspection prior to Proposers submitting bids on the contract.

**Brighton Lakes Community Development District  
Landscape/Grounds Maintenance  
Scope of Services**



## 2.12 QUALITY CONTROL

**...Throughout the entire Landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from the irrigation system as directed by the Owner...**





*(Where are the replacement plants that died long ago under warranty? Along the boulevard on the inbound side there are a number of such viburnum that died shortly after installed. In the past few weeks some of those dead viburnum plants were replaced but already some have leaves that are now fully turned brown yet the others right next to them, planted at the same time, are doing well so far. And this time we are planting them in the wet season and not in the dry times as we have in the past.)*



There is a provision in the contract (RFP-018-101 Form of Contract Page-2) that if the vendor falls behind on scheduled work due to things like “Rainy Days” and that contractor is unable to complete all scheduled services within a two week period due to the extensive time lost due to “Rainy Days” the contractor agrees to negotiate a price adjustment to the monthly compensation amount identified in Section 7.b herein in good faith with the district for that particular month. The falling behind is not just for rainy days and has not just been occurring for a few months. We are now into several years and I feel compelled to bring this to your attention because it is not getting any better, except for the past few days now that I raised this issue at the September CDD meeting.

I want to make sure you fully understand my intentions here. I am not seeking the removal of Blade Runners. (I have a totally different opinion on Sitex, saved for another discussion) Blade Runners has the ability to do an excellent job complying with their contract and Scope of Services and they clearly showed that to us in the past. During Covid (2019 and since then) Blade Runners was allowed to slip a little but that was years ago at this point. For several years now there has been little excuse for non-compliance with their contract. It is time for this board to take control of this situation immediately and if compliance is not quickly obtained the clause we have in the contract (RFP-018-101 Form of Contract Page-3) of a \$100 per day reduction in compensation should then be considered. If that does not result in a substantial positive change in their compliance with our contract more substantial measures would need to be taken. This idea is not new. The vendor bid on this contract knowing those provisions exist in the contract and we have a written copy of the contract that they signed.

This communication is extensive and detailed. I spent hours walking the community, taking photos, and obtaining documentation to prepare this communication. I extracted only current issues with the contract and Scope of Services so please read this entire document. There is nothing here that does not need to be here for you to fully understand the totality of our situation.

## 4.1 TURF CARE

### 4.1.1 Mowing

a. All lawns, located in developed areas, including St. Augustine and Bahia, shall be mowed (1) once per week from April through September, three (3) times per month in March and October and once every other week from November through February. Mowing shall be performed at a minimum frequency of 40 times a year.

f. Visible clippings after mowing shall be removed to prevent thatch build up.

*(There rarely is any effort to go back over large clumps of grass after mowing)*

### 4.1.2 Edging

a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all trees rings and planting beds, etc. by the use of a mechanical edger.

c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.





*(Look at the photos. There is no edging performed along planting areas and that is supposed to be done every three weeks at minimum)*

#### 4.1.3 Trimming

All areas inaccessible to mowers, and/or otherwise unmowable due to trees, light poles, chain-link fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed at the same height, same day, in the

same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means.







*(Look at the photos. The pond edges are supposed to be trimmed every day mowing occurs and completed by the end of that day. Those photos show it has been weeks since that was last done and this is the regular way they perform the edge of the pond trimming.)*

#### 4.1.1 Mowing

- a. All lawns, located in developed areas, including St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October and once every other week from November through February. Mowing shall be performed at a minimum frequency of 40 times a year.



- f. Visible clippings after mowing shall be removed to prevent thatch build up.
- h. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

#### 4.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all trees rings and planting beds, etc.  
by the use of a mechanical edger
- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.











*(All of our planting areas have not been edged at all to maintain the shape of the area and to keep the grass and weeds from growing into those areas)*

4.1.4a Weed and Disease Control- is to be applied 2X annually in March & November







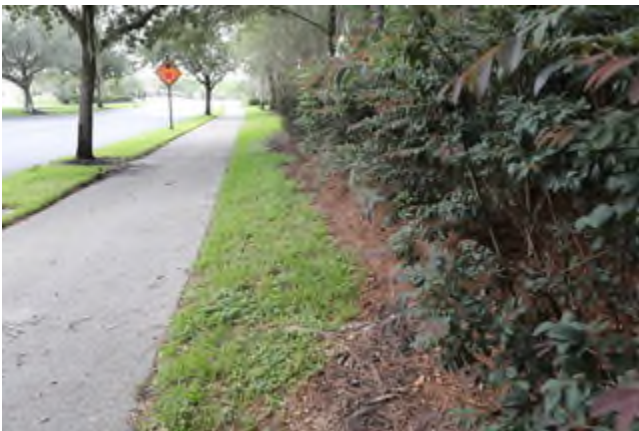






























*(Look at the photos. Does anyone not see the massive weeds that are so prevalent throughout our St Augustine turf that there is very little turf any more. If the weed control was applied as scheduled and fertilizer applied as scheduled we would have either thick turf or dirt because the weeds would be dead. How long do you think it has been since weed control was applied to our turf to create turf that looks like this? How much do we pay for the weed control, fertilization, pest control, irrigation and mowing to have this as our St Augustine and Bahia turf?)*

*Stand by because you will learn at the meeting what we pay and you will be shocked at what we pay to maintain this massive amounts of weeds.)*

4.1.5a Fertilization- is to be applied 4X annually in Feb/April/June/September to all St Augustine

Fertilization- is to be applied 3X annually to all Bahia upon Owner request.



(Note: Russ, the then Field Manager, was directed to send an email to request this on 1-12-19)

4.1.6a Pest Control- 4X annually,  
March/May/July/September to all St. Augustine turf  
2X May & July for Bahia turf



*(Fire ant mounds.)*

## 4.2 SHRUB/GROUND COVER CARE

a. Detailing of planted areas shall be performed in a sectional method, with the frequency of 1X every 3-weeks...

4.2.2 Weeding- The Contractor shall be required to maintain all mulched areas free of weeds, to a level that is acceptable to the Owner, by hand pulling...

Weeding shall be preformed in conjunction with the detailing of planted areas at a minimum frequency of 1X every 3-weeks.

It shall be weeded once (1) per month in conjunction with its detailing schedule...

Weeds around impervious surfaces shall be sprayed as soon as observed... (crack weeds)









*(frequency of 1X every 3-weeks... The shrubs here did not die within the last three weeks, neither did the branches you see on the ground. Does the mulch look like it has had leaves and other debris removed and the mulch fluffed as stated in the Scope?)*



*(This weed is taller than the shrubs. How long has that been growing there?)*





*(See the tall green shrubs (viburnum shrubs) behind the unkempt row of other shrubs? They are located to the right*



*as you approach the main gate area and they extend all the way to the bridge. We had to pay our current landscape company to prune them down to a manageable height and that cost us around \$12-15K because the previous landscape company did not take care of them and some were almost 30' tall. They are supposed to be pruned at the same time the viburnum shrubs along the boulevard are pruned. At the time we did that in the past Juan asked how high to maintain them and I asked him what he thought so that he could regularly maintain them. He agreed to prune them to a 8' height. I made a stink about them not being maintained just a handful of years ago and they were then trimmed as we agreed. That is the last time they were pruned. How much do you think we pay to have our shrubs pruned? You will lean that at the meeting.)*

#### 4.2.3 SHRUB FERTILIZATION

- a. Fertilizer- 3X annually, February/May/October
- b. Fertilizers shall be applied at a rate of 12 pounds of nitrogen per 1,000 SF of bed area.
- e. Granular fertilizer shall be applied by hand or hand operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days





*(I walk the boulevard (2.75 miles) every other day for years. I regularly look for granular fertilizer around the shrubs as I walk but I have not observed see any in years. I use granular fertilizer on my own shrubs so I know what it looks like and you can see it on the ground for many weeks or more. I grew viburnum hedges like this to chest high in two years by regularly applying granular fertilizer. We have installed new plants following car crashes and other things and many of those plants die, never to be replaced even though they are under warranty, and the ones that lived for a few years are still very small due to lack of fertilization. How much do you think we pay to have that done 3X annually, February/May/October? Don't worry, you will find out at the meeting.)*

#### 4.2.4 SHRUB PEST AND DISEASE CONTROL

a. The Owner shall be notified (1) one week prior to any chemical application



c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February/April/June/August/October/December.

4.2.5 MULCHING- Premium grade pine needle or Pine Bark shall be installed (1) one time a year in November at a depth of 2”.

(NOTE: Originally it was in March however, on 6-19-19 it was changed to November so it was not so close to the beginning of hurricane season)

(NOTE: Chocolate colored mulch was chosen because Juan said it does not float)

(NOTE: We have maps in the contract that shows where the mulch is to be installed)

















*(The mulch around all trees and plantings has been mostly missing throughout the community. The mulch you do see has been there for years. When mulch has been brought in only the trees along the boulevard get any and the planting beds have not. There is supposed to be 2" of mulch placed in those area but areas like along PHR at the front of the community have not been done since before Covid 2019. Recently because I raised the issue a sprinkle of mulch has been laid along the front of the shrubs there but not 2" and since my latest complaint at the last CDD meeting more was placed there, but only in the front of the plants. Much of the rear of the plants has nothing and inside large planting beds there is nothing. The planting areas are defined by map and that includes around our clusters of palms next to our shrubs. Look at the photos, there is no mulch there, just some weeds that have now grown around*



*those palms. How much do you think we pay for that mulch to be installed? You will soon see at the meeting.)*



*(This is the north end of the berm between Patrician and the Lowe's Shipping Center. It is supposed to be covered entirely with 2" of pine straw and as far as the eye can see there is only the remnants of pine straw from years past. The pine straw is supposed to be on each side of the berm because that is all CDD property. On the map there are two other large areas of Brighton Lakes that are required to have pine mulch and they all look just like this area.)*





*(These photos are from the south end of the Lowe's Berm. No pine straw here either. The contract calls for an estimated 1,200 bails of Pine straw in all the areas on the map that require pine straw. How much do you think 1,200 bails of pine straw cost us and multiply that by the number of years the pine straw was never applied? Yes, in the contract we already paid for those 1,200 bails of pine straw each year)*





*(The man in the beige colored home is Jose. When I was there he recognized me from being behind his house in years past checking on the berm. Look at the photo of the plant growth that has now grown into and up the trees on the end of the berm. Jose pointed out that that growth was always maintained until a few years ago when the pine straw stopped and then the maintenance of that area stopped also.)*



*(This is a drainage area between Patrician and Sweetspire, behind the houses. During the wet season, like we have now, this area is very wet and cannot be mowed with*

*machines but is supposed to be knocked down with power tools. In the photos you can see where it has not been knocked down is quite a while and its places is almost chest high. While it is wet in the center of this area I walked around to take those photos where it was dry so others can do so also.)*

4.3 TREE CARE- Tree care shall pertain to all trees located in CDD common areas and rights-of-way.

#### 4.3.1 Tree Pruning

a. Street tree pruning shall occur on all of the trees 2-times per year on a rotating schedule...

Any trees that are being damaged by vehicular traffic due to low hanging branches must be pruned immediately...

b. All street trees shall be pruned over roadways on an as needed basis to a minimum height of 14' to allow emergency vehicle access and minimum height of 8' over

sidewalks for pedestrian access and 5' away from any structure, building, or residences trees shall be pruned away from streetlights to allow proper roadway lighting...

d. Trees located in buffer areas shall be pruned twice (2) a year.

4.3.2 Tree Fertilizer- Trees shall be fertilized as per the requirements of 4.2.3.

## 4.4 IRRIGATION SYSTEM

### 4.4.1 General Requirements



a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractors responsibility, as per Section 2.12.

Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.

b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.

#### 4.4.2 Monitoring/Adjustments

a. The Contractor shall inspect the entire operation of the system no less than once every (2) two weeks. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following daily reports:

Activate each zone of the existing system.

Visually check for and replace any damaged heads or ones needing repair.

Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.

#### 4.5 LITTER REMOVAL

a. All trash receptacles throughout the Project site shall be emptied of trash a minimum of (1) one time per week...

Replacement liners shall be provided by the Contractor. CDD will provide doggie pot bags.

#### 4.6.2 Landscape Areas

Any litter found in planting beds or in turf areas shall be collected and disposed of off-site prior to each mowing cycle.



*(How long do you think that trash has been there are when was the last time areas like this were detailed? Hint: It has been years. How much do we pay to have this work performed? It is in the contract, just wait for the answer.)*

#### 4.6.3 Road Right-of-Way, Ponds, and Parks

Contractor shall monitor all road rights-of-way, storm water ponds, and parks areas (1) one time weekly to collect any litter and dispose the litter off-site.

It is my understanding that the CDD Board claims the Contractor has provided free services to offset the sections of the contract that have not been met.

What is the free work that was performed?

What is the value of the free work that was performed?

What does the CDD Board think is the value of the work that was not performed in accordance with the contract?

Much of the work that has not been performed has been not performed for many years.

Some of the work that has not been performed has not been performed since Covid began in 2019.

I have the dollar amount that this contract assesses to performing the tasks I outlined here.

Those amounts are an annual cost that must be multiplied by the years that have passed since the work started to not be performed.

In addition to the work not performed there is considerable damages that have resulted in the failure to not perform the required work in the contract and those values must be added to this overall total.

The contract has no work in it that is not needed to keep the community in the condition this contract is expected to maintain. Other than a Rainy period that would restrict the Contractor from performing the required work outlined in the contract all other work was required to be performed regularly and in the detail outlined in the contract.

I am open to listening to all the free work that was provided to hear that it evenly offset all the work that has not been provided for a long time now. When you see how much the contract states we pay for each of those tasks I anticipate you will not come close to showing a balance on this issue. Remember, this has been going on for years.

What is the resolution expected here? The Board must justify to the residents that what they paid for has been received. How you will do that is up to you, but it does need to be done.

What needs to be done in the future? The concept that it is OK to not first determine all contract requirements were met and then pay a vendor the agreed upon contract amount is unacceptable.

**Suggestion:** The Management Company should extract from the Scope of Services and the contract itself what work is supposed to have occurred since the last CDD meeting (Similar to what you see I have done here) and have a check off form from the Field Manager that has inspected the work and noted that each task has been preformed properly and those documents need to be dated and present in the Agenda Package.

That is what we pay Inframark for, to manage the operations of all vendors in our community. Only then should the Board approve the payment to any Contractor and not continue to just pay them as if they did the work, as we do now.

Page 3 of the Landscape & Irrigation Maintenance Service Agreement states: The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month...

After reviewing all the documentation I have provided here, including photographs showing the work not performed, how can you conclude the requirements of the contract and Scope of Services have been met?

**You live here.** You drive up and down the community and have the opportunity to see for yourself the conditions we have in our community.

Get out of the car and look for yourself but first familiarize yourself with the requirements of the Scope of Services so you know what was supposed to have been performed and what services we pay for and are not receiving.



The 751 homesteads in Brighton Lakes that fund the CDD to hire all our vendors and I appreciate your time to consider a real solution.

Respectfully submitted,  
Gerry Frawley

#108

**LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into to be effective the 4<sup>th</sup> day of JANUARY, 2018, by and between:

**Brighton Lakes Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Osceola County, Florida, and whose mailing address is 313 Campus Street, Celebration, Florida 34747 ("District"); and

**Blade Runners Commercial Landscaping, Inc.**, a Florida corporation, whose address is 3851 Center Loop, Orlando, Florida 32808 ("Contractor," and collectively with the District, "Parties").

**RECITALS**

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

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

**WHEREAS**, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

**WHEREAS**, Contractor desires to provide such services, and represents that it is qualified to do so.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services and materials described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** (together, "Work"). The Contractor agrees that the Landscape and Irrigation Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District's best estimate of the District's landscape and irrigation needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with high quality

standards and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. 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. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below). In the event that Contractor is unable to complete all scheduled services within a two-week period due to extensive time lost due to Rain Days, Contractor agrees to negotiate a price adjustment to the monthly compensation amount identified in Section 7.b. herein in good faith with the District for that particular month.

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives 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. This authority shall include but not be limited to verification of correct timing of services to be performed,



methods of pruning, pest control and disease control. The District hereby designates the District Manager (Inframark Infrastructure Management Services) and Gerry Frawley to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement. The Contractor shall also have a representative attend the regularly scheduled meetings of the District Board of Supervisors to provide an oral report regarding the current conditions of the Landscape and Irrigation Maintenance Areas.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation identified in Section 7.b. herein; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

**5. SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

**6. EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

**7. COMPENSATION; TERM.**

- a. Work under this Agreement shall begin January 1, 2018 and end December 31, 2019 ("Initial Term"), unless terminated earlier pursuant to the terms of this

Agreement. At the end of the Initial Term, this Agreement may be renewed on the same terms on an annual basis, in the District's sole discretion.

- b. As compensation for the Work, the District agrees to pay Contractor \$217,850.00 per year, in monthly amounts of \$18,154.17. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any

attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

**8. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability as set forth in the certificates attached as **EXHIBIT E**. With the exception of the Worker's Compensation policy, the Contractor's insurance policies shall include and list as additional insureds the following: "The Brighton Lakes Community Development District, and its supervisors, staff, attorneys, engineers, consultants, employees, contractors and representatives." At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least 30 days written notice to the District. An insurance certificate and any necessary endorsements evidencing compliance with this section shall be sent to the District at the time of execution of this Agreement.

- a. Each insurance policy required by this Contract shall:
  - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
  - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- b. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- c. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- d. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- e. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- f. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- g. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may



appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.

- h. 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.

**9. INDEMNIFICATION.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives (together, "Indemnitees") 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 Work 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. 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. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

**10. 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.

**11. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced

seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**12. ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

**1. ACCEPTANCE OF THE LANDSCAPE MAINTENANCE AREAS.** By executing this Agreement, Contractor agrees that Contractor was able to inspect the Landscape Maintenance Areas prior to the time of submission of the bid, and that Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation infrastructure, in its current condition, and on an "as is" basis, except for any areas identified by Contractor in advance of execution of the Agreement in writing, provided to the District. Contractor shall be strictly liable for the decline or death of any plant material due to the negligence of Contractor, except that Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism unless the same was in the Contractor's control. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of Contractor's failure to perform the Services specified

herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

13. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits (including but not limited to water use permits or regulations), licenses, or other requirements or approvals. Further, the Contractor shall 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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

14. **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 for breach of this Agreement, 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.

15. **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.

16. **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.

17. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) 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, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, 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.

18. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

19. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

20. **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.

21. **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.

22. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

23. **ENFORCEMENT OF AGREEMENT.** 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, paralegal fees and costs for trial, mediation, or appellate proceedings.

24. **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.

25. **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.

26. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. **If to the District:** Brighton Lakes Community Development District  
313 Campus Street

Celebration, Florida 34747  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, PA  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Tucker F. Mackie

**B. If to Contractor:** Blade Runners Commercial Landscaping, Inc.  
3851 Center Loop  
Orlando, Florida 32808  
Attn: Travis Forester

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.

27. **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.

28. **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. Venue for any legal actions regarding this Agreement shall be Osceola County, Florida.

29. **PUBLIC RECORDS.** The 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 Sandra Demarco ("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 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747; (407) 566-1935; Sandra.Demarco@Inframark.com**

30. **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.

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

32. **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.

[THIS SPACE INTENTIONALLY LEFT BLANK]



[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**BRIGHTON LAKES  
COMMUNITY DEVELOPMENT  
DISTRICT**

Kristen Sutt  
By: Kristen Sutt  
 Secretary  
 Assistant Secretary

Mickelle Incandice  
By: Mickelle Incandice  
 Chairperson Acting Temporary  
 Vice Chairperson

Date: January 17, 2019

ATTEST: [CONTRACTOR NAME]

BETA FORA  
By: [Signature]  
Its: V.P.

BIADE LUNDEN COMMERCIAL  
By: BETA FORA  
Its: V.P.  
Date: 1-4-19

- Exhibit A: Scope of Services
- Exhibit B: Proposal Pricing (Part \_\_\_ of Proposal Form)
- Exhibit C: Proposal Frequency Form
- Exhibit D: Maintenance Map
- Exhibit E: Certificate of Insurance

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



**Scope of Services**

1. Project Scope
  - 1.1 General Overview
  
2. General Contractor Requirements and Procedures
  - 2.1 Operation Procedures
  - 2.2 Key Personnel
  - 2.3 Personnel Dress Code
  - 2.4 Personnel Conduct
  - 2.5 Safety Program
  - 2.6 Facility Location
  - 2.7 Subcontractors
  - 2.8 Consultants
  - 2.9 Document Control and Data Maintenance
  - 2.10 Verification of Data
  - 2.11 Ownership of Data
  - 2.12 Quality Control
  
3. Coordination
  - 3.1 General Coordination
  - 3.2 Contractor's Project Manager
  
4. Scheduled Operations and Maintenance
  - 4.1 Turf Care
  - 4.2 Shrubs/Ground Cover Care/Annuals
  - 4.3 Tree Care
  - 4.4 Irrigation System
  
5. Unscheduled Maintenance and Repairs
  - 5.1 General
  - 5.2 Damaged Facilities
  - 5.3 Emergency Repairs
  - 5.4 Unscheduled Maintenance
  
6. Administration/Maintenance/Operations Program
  - 6.1 General
  - 6.2 Administration
  - 6.3 Operations
  
7. Response Time
  - 7.1 General

**1. PROJECT SCOPE**

The Contractor shall provide landscape, irrigation and general grounds maintenance for Brighton Lakes. The following is a project overview describing the various community development districts within Brighton Lakes and the limits of work.

**1.1 General Overview**

Brighton Lakes CDD is located in the city of Kissimmee, on Pleasant Hill, in Osceola County, FL. It is a planned residential community.

**2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES**

The Contractor shall meet the requirements and follow the procedures associated with all items in this Agreement. These general requirements and procedures are as follows:

**2.1 Operation Procedures**

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and unless specified otherwise or directed by the Owner. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Owner. The Owner will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the Owner.

**2.2 Key Personnel**

2.2.1 All work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the Owner. Where applicable, the Contractor shall require certifications, training,

etc. be secured and updated for all employees for the maintenance and technical services performed under this contract.

2.2.2 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site. This Project Manager shall serve as the point of contact between the Owner and Contractor. The Project Manager shall be responsible for coordinating all scheduled services with the Owner and for the timely scheduling of unscheduled maintenance services.

2.2.3 Contractor shall provide at least one (1) Field Supervisor to observe and monitor the activities including landscape, irrigation, and general grounds maintenance operations.

**2.3 Personnel Dress Code**

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly

for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

**2.4 Personnel Conduct**

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees that communicate and interact with the Brighton Lakes community and any other customer/party associated with the Brighton Lakes Project are knowledgeable of the Project and the Services the Contractor is performing.

**2.5 Safety Program**

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to items necessary to protect its employees and the general public, if applicable.

**2.6 Facility Location**

The Owner shall not provide a facility on the Project Site for the Contractor as part of this scope of Services. The Contractor shall, upon receipt of written approval from the Owner, be allowed to temporarily store, if necessary, its materials and equipment on site at an Owner-

selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage. Any costs associated with leases or rentals will be the Contractor's responsibility.

**2.7 Subcontractors**

If the Contractor, as a part of the performance of its Services, elects to employ subcontractors, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the contract documents.



**2.8 Consultants**

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the contract documents.

**2.9 Document Control and Data Maintenance****2.9.1 Document Control**

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A document log shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The log shall outline document titles and dates, the originator, received dates, and to/from information. This log shall be updated monthly and submitted to the Owner when requested.

**2.9.2 Data Maintenance**

The Contractor shall, after review with the Owner, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Project plan after verification for compatibility and consistency of the information received with existing information.

**2.9.3 Highlight Report**

The Contractor shall provide to the Field Manager a highlight report identifying monthly maintenance and unscheduled maintenance activities for the previous month. The highlight report shall be provided 15 days prior to each Board meeting and shall contain information helpful to the District and its staff as it relates to all landscape maintenance issues.

**2.9.4 Data Dispersal**

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer

- Purpose of transfer, or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the Owner.

#### **2.10 Verification of Data**

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the Owner verbally and in writing, upon discovery.

#### **2.11 Ownership of Data**

It is to be understood that all data transmitted, and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the Owner or third parties, are the sole properties of the Owner. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the Owner at the conclusion of the Project, after which no copies of the data may be kept by the Contractor without the express written permission of the Owner.

The Owner shall retain the right to require that the Contractor transfer all Project data, material, or equipment to the Owner immediately upon fourteen days written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the Owner.

#### **2.12 Quality Control**

The Owner will have the right, at any stage of the operation, to reject any or all of the Contractor's Services and materials, which in the Owner's opinion does not meet the requirements of these specifications. Throughout the entire landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from the irrigation system as directed by the Owner. All replacements shall meet the current size, specification, and quality of surrounding related material. Any other CDD items damaged due to Contractor's negligence shall be repaired or replaced as directed by the Owner at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the Owner.

If requested by the Owner, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the Owner, during these site visits. A monthly Maintenance Report shall be generated by the Contractor and submitted to the Owner outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the Owner with a weekly updated maintenance log addressing all activities occurring in that week.

### 3. COORDINATION

The Contractor shall provide coordination with the Owner for all items associated with the requirements of this Agreement.

#### 3.1 General Coordination

The Contractor shall meet with the Owner and its separate consultants as appropriate, on a monthly basis. Those meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the Owner or the Contractor. The Contractor shall prepare the agenda for those meetings and submit it to the Owner two working days prior to the date of each meeting. The Contractor shall record and distribute minutes of each meeting to all attendees within five (5) business days, as well as other parties with a need-to-know. The Owner shall provide the meeting location.

In addition, Contractor shall provide a representative to attend the meetings of the Brighton Lakes Board of Supervisors if requested to do so by the Owner. This representative shall be knowledgeable of this Project Scope and Scope of Services and shall be able to respond to any questions the Board may have as to the day to day activities at the Project site pursuant to this Agreement.

Coordination of the construction, operation, and general maintenance at Brighton Lakes is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with a need-to-know is crucial to the success of the Project. While all parties involved with the Brighton Lakes Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager
- CDD District Engineer
- CDD District Representative
- CDD Aquatic Weed Control Maintenance Contractor
- Duke Energy
- Florida Department of Transportation
- SFWMD
- Adjacent property Owners, as directed by the Owner

#### 3.2 Contractor's Project Manager

Contractor shall designate an onsite representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (cellular phone) and shall respond to such calls within twenty minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by Owner.



**4. SCHEDULED OPERATIONS AND MAINTENANCE**

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system, as required in this Agreement. The Contractor shall make a complete site inspection of Brighton Lakes, specifically the areas of CDD maintenance. Attachment D includes maps identifying the general limits of CDD maintenance by area. All landscaping (entry features) within the CDD areas shall be maintained by this Contractor in accordance with the following requirements:

**4.1 Turf Care****4.1.1 Mowing**

- a. All lawns, located in developed areas, including St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October and once every other week from November through February. Mowing shall be performed at a minimum frequency of 42 times a year.
- b. Turf areas shall be cut to a height of no more than three (3-4) inches nor less than two and one-half (2 ½) inches, to foster photosynthesis and healthy root development.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Mulching type-mowing equipment is preferred and no side discharges are permitted on walk-behind mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up.
- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.
- h. Quarterly bush hogging behind fences. See Exhibit C

**4.1.2 Edging**

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all trees rings and planting beds, etc. by the use of a mechanical edger.
- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.

- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufactures guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance, Clippings shall not be blown or swept into drainage basins or ponds.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.), along roadways as required by federal, state or local law, as deemed necessary by the Contractor and/or as directed by the Owner.

#### 4.1.3 Trimming

All areas inaccessible to mowers, and/or otherwise unmowable due to trees, light poles, chain-link fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed at the same height, same day, in the same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use shall be encouraged when working within 6" of any vinyl fence posts and for crack weeds on roadways and sidewalks. All other chemical use will not be permitted unless approved by Owner.

#### 4.1.4 Weed and Disease Control

- a. Two (2) applications (full coverage) of weed and disease/fungus control shall be provided in the month of March and November of each year for all St. Augustine and Bahia areas. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeding shall be performed to a level that is acceptable to the Owner. Additional requirements for weed control are defined in paragraph 4.2.2.
- b. Turf areas shall be continuously monitored for infestations of disease/fungus, and weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All state and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any

changes in chemical use to the Owner, prior to application, throughout the entire contract period.

#### 4.1.5 Fertilization

All fertilizers shall be applied (full coverage) according to manufacturer's instructions. Fertilizers shall be applied when the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage.

- a. A custom blended granular fertilizer shall be applied at least four (4) times per year (February, April, June, and October) for St. Augustine. Bahia shall be fertilized three (3) times per year upon request. Additional applications of micronutrients may be needed in July or August for St. Augustine turf. Analysis, scheduled applications, and application rates per 1000 s.f. shall be approved by the Owner and at a minimum include a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application, and should always meet the specific site conditions. The minimum application rate shall be 1 lb. of Nitrogen per 1000 s.f. per application. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. The Owner reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- c. A state inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- d. To maintain uniform turf color, fertilization shall be completed within ten (10) working days for Phase I in its entirety.
- e. All fertilizers shall be kept out of canals and stormwater retention ponds and be removed immediately from all sidewalks and roadways.
- f. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- g. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- h. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.



**4.1.6 Pest Control**

- a. The Contractor shall provide four (4) applications (full coverage) of insect control per year in the months of March, May, July and September for St. Augustine, and two (2) applications of insect control per year in May and July for Bahia. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Turf areas shall be continuously monitored for infestations of insects and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire term of the Agreement.

**4.1.7 pH Adjustment**

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the Owner, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the Owner. These areas will be monitored and, as directed by the Owner, follow-up tests will be required. The soil tests and the pH adjustments shall be considered part of the base Scope of Services.

**4.2 Shrubs/Ground Cover Care****4.2.1 Pruning**

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of once every month. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation, and the fluffing of bark or chips. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice-to-proceed.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least 3' full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.

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- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February - April).
- f. Spring flowering shrubs shall be pruned yearly after blooming.
- g. Broad leaf evergreen shrubs shall be hand-pruned yearly to maintain their natural appearance after the new growth has hardened off.
- h. Conifers shall be pruned yearly after the foliage of the new growth has changed color.
- i. Ground covers shall be edged and pruned to contain them within the planting beds.
- j. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- k. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- l. A schedule for pruning shall be submitted within 30 calendar days of the notice-to-proceed with the Services for Owner's approval.
- m. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

#### 4.2.2 Weeding

- a. The Contractor shall be required to maintain all mulched areas free of weeds, to a level that is acceptable to the Owner, by hand pulling or chemical means, as environmental, horticultural, and weather conditions permit. An appropriate combination of "pre" and "post" emergent is strongly recommended. Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of once every three weeks. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed off-site.

- b. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.
- d. Spray of weeds in street cracks, between curb and asphalt at all roads and any CDD sidewalks within the maintenance area.

#### 4.2.3 Fertilization

- a. A custom blend fertilizer shall be applied at least three (3) times per year (February, May, and October). Analysis shall include a trace element of iron, magnesium, zinc, and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of 12 pounds of nitrogen per 1,000 SF of bed area.
- c. Fertilizers shall have the following:
  1. Forty- percent nitrogen derived from ammonium sulfate; 60% from controlled release.
  2. A ratio of nitrogen to potassium at 1 to 1.
  3. Two percent iron - minimum.
  4. Two percent magnesium - minimum.
  5. One percent magnesia - minimum.
  6. Three percent phosphorous - minimum.
  7. Include elements of calcium, boron, copper, zinc, and phosphor.
- d. Alternative fertilizer analysis may be approved by the Owner, if the Contractor substantiates reasons for healthier plant growth.
- e. Granular fertilizer shall be applied by hand or hand operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
- f. A state inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.
- g. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.

- h. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- i. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- j. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

#### 4.2.4 Pest and Disease Control

- a. The Owner shall be notified one week prior to any chemical application. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus, and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February, April, June, August, October, and December. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with federal, state, and county directives on environmental control and carry an EPA approval number.
- e. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire term of the Agreement.

#### 4.2.5 Mulching

Premium grade pine needle or Pine Bark shall be installed one time a year in March at a depth of 2".



**4.2.6 pH Adjustment**

A soil analysis and pH adjustment shall be provided for shrubs/ground covers as per section 4.1.7.

**4.2.7 Annuals****December through March**

A combination of pink petunias, dusty miller and holiday poinsettias. Replace Poinsettias with Dwarf(Sonnet, Snapshot or similar) snapdragons after the holidays or when the poinsettias decline

**April through June**

Plant a combination of purple Angelonia, red Salvia and Dwarf Zinnias(of the Profusion or Zahara series)

**July through November**

Beds of a blend of Pentas colors or single colors or a combination of Pentas, Dwarf Zinnias(of the Profusion or Zahara series), Farinacea Salvia, and Torenia

**November and December**

Red and white petunias

\*\* Alternatives could include Begonias, Sunpatiens, Marigolds, Wheat Celosia, Joseph's coat or Geraniums

**4.3 Tree Care**

Tree care shall pertain to all trees located in CDD common areas and rights-of-way.

**4.3.1 Pruning**

- a. Street tree pruning shall occur on all of the trees 2 times per year on a rotating schedule. The trees shall be thinned and lifted in order for the trees to mature structurally to avoid traffic notching and a top heavy appearance. Larger live branches may have to be removed. Any trees that are being damaged by vehicular traffic due to low hanging branches must be pruned immediately.

Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.

- b. All street trees shall be pruned over roadways on an as needed basis to a minimum height of 14' to allow for emergency vehicle access and minimum height of 8' over sidewalks for pedestrian access and 5' away from any structure, building or residences trees shall be pruned away from street lights to allow for proper roadway lighting. Lifting of trees shall be kept consistent for proper tree character.

- c. Remove all sucker growth from base of trees on a regular basis. Remove any limbs, which in the Owner's opinion, poses a threat to public safety. Provide specific pruning practices, unless otherwise directed by the Owner, for the following items:
- Oaks - Generally prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
  - Crape Myrtle - Crape Myrtles shall be trimmed on the sides.
  - Wax Myrtle - Wax Myrtles shall be tipped mildly in January, cleaned at the base to 2' clear trunk and dead wood removed.
  - Holly - Burford Hollies shall be kept full headed, and pruned only to bring clear trunk level to 2' above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Severe shearing into "pyramids or lollipops" shall be avoided.
  - Ligustrum - Hand clipped for natural form. Severe shearing into "globes" shall be avoided, unless directed by the Owner.
  - Magnolias - Prune only sucker growth and to maintain an attractive, clear trunk appearance.
  - All Palms - Condition and appearance of booted trunks shall be monitored monthly and clean-up/boot removal shall be provided as directed by the Owner. Once the fronds have drooped to a 8:00 to 4:00 angle, the Contractor shall remove the fronds to a maximum 9:00 to 3:00 angle. Fronds shall be removed a minimum two (2) times per year.
- d. Trees located in buffer areas shall be pruned twice (2) a year. These trees shall be pruned to promote dense canopy for screening and to provide a neat appearance. The Owner shall provide specific instructions for pruning trees in buffer areas.
- e. Other ornamental trees shall be pruned yearly during late winter/early spring (late February - April).
- f. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
- g. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the property. This service will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.
- h. Selective pruning and shaping shall be performed as needed to expose landscape lights. Street lights and regulatory signage.

**4.3.2 Fertilizer**

Trees shall be fertilized as per the requirements of 4.2.3. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

**4.3.3 Pest Control**

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 4.2.4.

**4.3.4 Mulch**

All individual isolated trees shall have their tree ring re-mulched as per requirements of 4.2.5.

**4.3.5 pH Adjustment**

Soil testing and pH adjustment shall be provided as per the requirements of 4.1.7.

**4.4 Irrigation System****4.4.1 General Requirements**

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility, as per Section 2.12. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.
- c. Automatic irrigation system will be updated monthly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. Any modifications to the irrigation system shall be submitted in writing for approval. Approval will be in writing to the Contractor. If the original request is not satisfactory to the Owner, an alternate plan may be requested. A detailed sketch for record documents will also be supplied to the Owner, prior to work commencing.

**4.4.2 Monitoring/Adjustments**

- a. The Contractor shall inspect the entire operation of the system no less than once every two (2) weeks. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following:

- Activate each zone of the existing system.
  - Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
  - Fix any broken pipes, valves or irrigation heads the same day of inspection.
- c. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Owner.
  - d. Any adjustments to the spray nozzles spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as needed basis as part of the base Scope of Services.
  - e. Notify the Owner if there are any major repairs, such as mainline or controller to be fixed.

#### 4.4.3 Valve/Valve Boxes

- a. Provide any miscellaneous cleaning of valves for proper functioning on an as needed basis.
- b. Ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean.
- c. All repairs shall be done in a timely manner.

### 4.5 Litter Removal

#### 4.5.1 Trash Receptacles

- a. All trash receptacles throughout the Project site shall be emptied of trash a minimum of t e times per week. All trash shall be disposed of off- site. Replacement liner shall be provided by the Contractor. CDD will provide doggie pot bags.

#### 4.6.2 Landscape Areas

Any litter found in planting beds or in turf areas shall be collected and disposed of off-site prior to each mowing cycle.

#### 4.6.3 Road Right-of-Way, Ponds, and Parks

Contractor shall monitor all road rights-f-way, storm water ponds, and parks areas once weekly to collect any litter and dispose litter off-site.

### 5. **UNSCHEDULED MAINTENANCE AND REPAIRS**

The Contractor shall be equipped and organized to provide any unscheduled maintenancce and repairs required in this Agreement. The following addresses the general procedures for unscheduled



maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

#### 5.1 General

The Contractor shall be responsible for all repairs within all limits of work, within the Brighton Lakes Community unless otherwise directed by the Owner. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and therefore shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Owner's opinion are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Owner's

election, be made by the Contractor upon receipt of a Work Authorization from the Owner. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Owner a Work Authorization form together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Owner seven (7) calendar days in advance of the Contractor performing the Services. The Owner shall return one executed copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time and material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Owner, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Owner and if requested by the Owner shall include copies of invoices from others providing work or materials on the repair.

#### 5.2 Damaged Facilities

5.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the Owner as soon as possible. If the Owner elects to have the Contractor perform the repair, the Owner shall issue a Work Authorization to the Contractor to proceed with the repair.

##### 5.2.2 Irrigation Repairs

- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Aboveground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no charge to the Owner.

- d. Any damage on property due to wash outs created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Owner.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Owner immediately. Execution and payment for these repairs is explained in Section 5.1.

### 5.3 Emergency Repairs

- 5.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by either the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time and material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.
- 5.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within three hours of notification from the Owner. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time and material basis.
- 5.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner.

The Owner shall use the contractor's labors to revise the irrigation or hardscape at times. The Owner will compensate the Contractor by trading irrigation reviews, as accepted by both parties.

### 5.4 Unscheduled Maintenance

The Contractor shall provide occasional unscheduled maintenance that is in Addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the Owner and shall respond and complete the request within two weeks or a mutually agreeable time with the Owner. The Contractor's cost estimate to provide the work shall be approved by the Owner prior to commencement. The Contractor shall be available and willing to provide the following unscheduled maintenance services:

- Raise the height of irrigation heads.
- Provide clean up and touch-up finishes (paint, stucco, etc.), as necessary for any hardscape item in response to vandalism or acts of God.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.
- Provide mowing of undeveloped areas.
- Provide selective weeding and pruning for existing wooded areas.

**6. ADMINISTRATION/MAINTENANCE/OPERATIONS PROGRAM**

The Contractor shall develop policies and procedures and implement an Administration, Operation, and Maintenance Program. That program shall include, but not be limited to, the following:

**6.1 General**

- 6.1.1 This program shall be a comprehensive narrative and where applicable, graphic/diagrammatic explanation of policies and procedures, which shall govern the Contractor's Services provided under this Agreement as generally outlined in this Scope of Services. The program document shall contain key information relative to the major components described below.

The program document shall be presented in a three-ring binder using standard 8 ½ x 11 pages, single-spaced for text, graphics, and/or diagrams, and with, if necessary, 11x17 pages for diagrams and/or graphics that fold out if necessary. The document shall include as a minimum, a table of contents, section dividers, numbered pages, issuance date on each page, and appendices as required. Each copy shall be numbered and a log shall be kept by the Contractor of document holders (refer to Section 2.9.3, Data dispersal).

- 6.1.2 The program document shall be kept up-to-date at all times by the Contractor. Revisions to the document shall be indicated by footnote on the revised pages. Revisions shall be distributed by the Contractor to all document holders.
- 6.1.3 The Contractor shall prepare draft copies of the document for review and comment by the Owner within thirty (30) calendar days of the notice to proceed with the Services. The Contractor shall anticipate at least two (2) more additional reviews by the Owner prior to issuance of the final document. All Owner comments shall be incorporated into the document. The Contractor shall be responsible for preparing and submitting the following number of copies of the program document to the Owner.

- First draft            Eight (8) bound copies, one (1) unbound copy
- Second draft        Eight (8) bound copies, one (1) unbound copy
- Third draft           Eight (8) bound copies, one (1) unbound copy
- Final document     Eight (8) bound copies, two (2) digital copies

**6.2 Administration**

- 6.2.1 The administrative section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all administrative matters generally described in the Scope of Services and as outlined below.
- 6.2.2 Organization charts for administrative management functions include key personnel names, job titles, and phone numbers.
- 6.2.3 Policies and procedures related to the Contractor's program for communications with the Brighton Lakes community relative to general maintenance operations, customer services, and irrigation user issues.

6.2.4 Personnel policies and procedures related to the Contractor's personnel performing services on the site.

**6.3 Operations**

6.3.1 The operations section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all operations/customer service matters generally described in the Scope of Services and as outlined below.

6.3.2 Organization charts for operations and customer service related functions. Include key personnel names, job titles, and phone numbers.

6.3.3 Policies and procedures related to emergency situations including 24 hour notification, emergency phone numbers, Contractor mobilization and response time (refer to Section 7.2, Emergency Response Program for further details), and so forth.

6.3.4 Policies and procedures related to the Contractor's safety program.

**7. RESPONSE TIME**

The Contractor shall provide services and repairs within the amount of time indicated in this Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

**7.1 General**

The Contractor shall, on a timely and efficient basis, respond to any and all requests, and perform all repairs, inspections, and observations, etc. stipulated in the Project Manual. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, 7 days per week to respond to and correct any problems with any of the elements covered by this agreement.

Response time, unless otherwise directed by the Owner, required by the Contractor for various maintenance activities is as follows:

- Standard maintenance activity adjustments - varies; as directed by Owner
- Irrigation adjustments - 24 hours
- Standard repairs – 2 days
- Emergency repairs – same day
- Unscheduled maintenance request - as needed, as soon as four hours
- Plant material replacement - two weeks

Should the Contractor fail to respond to a request for any services addressed in this Project Scope within the required allotted time, the Owner shall, at the Contractor's sole expense, provide the requested services.



**EXHIBIT "B"**

**PRICING PROPOSAL (PART \_\_\_ OF PROPOSAL FORM)**

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
 Landscape/Grounds Maintenance Services - RFP 2018-101  
**PROPOSAL PRICING FORM**

Proposal Bid Form.

November 2018

Optional Year

Optional Year

TASK	Year 1	Year 2	Year 3	Year 4
<b>Turf Care - Bahia</b>				
Mowing Blowing Edging	\$56,800.00	\$56,800.00	\$56,800.00	\$56,800.00
Weed/ Disease Control	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00
Fertilization	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Pest Control	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
Subtotal	<b>\$64,600.00</b>	<b>\$64,600.00</b>	<b>\$64,600.00</b>	<b>\$64,600.00</b>

<b>Turf Care - St. Augustine</b>				
Mowing Blowing Edging	\$50,400.00	\$50,400.00	\$50,400.00	\$50,400.00
Weed/ Disease Control	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00
Fertilization	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Pest Control	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00
Subtotal	<b>\$59,800.00</b>	<b>\$59,800.00</b>	<b>\$59,800.00</b>	<b>\$59,800.00</b>

<b>Shrubs/Ground Care</b>				
Pruning	\$12,600.00	\$12,600.00	\$12,600.00	\$12,600.00
Weeding	\$12,600.00	\$12,600.00	\$12,600.00	\$12,600.00
Fertilization	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00
Pest/ Disease Control	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00
Mulching	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Subtotal	<b>\$51,500.00</b>	<b>\$51,500.00</b>	<b>\$51,500.00</b>	<b>\$51,500.00</b>

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
 Landscape/Grounds Maintenance Services - RFP 2018-101  
**PROPOSAL PRICING FORM**

Proposal Bid Form: November 2018

Optional Year      Optional Year

TASK	Year 1	Year 2	Year 3	Year 4
<b>Tree Care</b>				
Pruning	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Fertilization	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
Pest/Disease Control	\$800.00	\$800.00	\$800.00	\$800.00
Mulching	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
All Palms	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
Subtotal	<b>\$13,150.00</b>	<b>\$13,150.00</b>	<b>\$13,150.00</b>	<b>\$13,150.00</b>

<b>Irrigation System Monitoring</b>				
Twice Per Month	\$28,800.00	\$28,800.00	\$28,800.00	\$28,800.00
Subtotal	<b>\$28,800.00</b>	<b>\$28,800.00</b>	<b>\$28,800.00</b>	<b>\$28,800.00</b>

<b>Grand Total</b>	<b>\$217,850.00</b>			
	<b>Two Year Total</b>	<b>\$435,700.00</b>	<b>Four Year Total</b>	<b>\$871,400.00</b>

**Notes:**

- 1 The amounts listed above are fixed fees for the time period noted. The fixed fee shall include the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including without limitation, trench safety, labor, equipment, materials and all taxes)
- 2 Refer to the scope of services for the specific description and frequency of services to be provided

<b>Bush Hogging Total</b>				
Not included in contract	\$1,500. perday			

**EXHIBIT "C"**  
**OTHER FORMS**



**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
 Landscape/Grounds Maintenance Services - RFP 2018-101  
 Worksheet for Frequency and Unit Prices

TASK	Frequency	Unit Cost	Total
<b>Turf Care - St. Augustine</b>			
Mowing Blowing Edging	42	\$800.00	\$33,600.00
Edging	42	\$400.00	\$16,800.00
Weed/ Disease Control	4	\$800.00	\$3,200.00
Fertilization	2	\$1,500.00	\$3,000.00
Pest Control	4	\$800.00	\$3,200.00
Subtotal		\$4,300.00	\$59,800.00

<b>Turf Care - bahia</b>			
Mowing Blowing Edging	42	\$1,100.00	\$48,400.00
Edging	42	\$200.00	\$8,400.00
Weed/ Disease Control	3	\$800.00	\$3,200.00
Fertilization	2	\$1,500.00	\$3,000.00
Pest Control	2	\$800.00	\$1,600.00
Subtotal		\$4,400.00	\$64,600.00

<b>Shrub Care/Ground Cover Care</b>			
Pruning	42	\$300.00	\$12,600.00
Weeding/Edging	42	\$300.00	\$12,600.00
Fertilization	3	\$900.00	\$2,700.00
Pest/Disease Control	6	\$600.00	\$3,600.00
Mulching	2	\$20,000.00	\$40,000.00
Subtotal		\$22,100.00	\$71,500.00

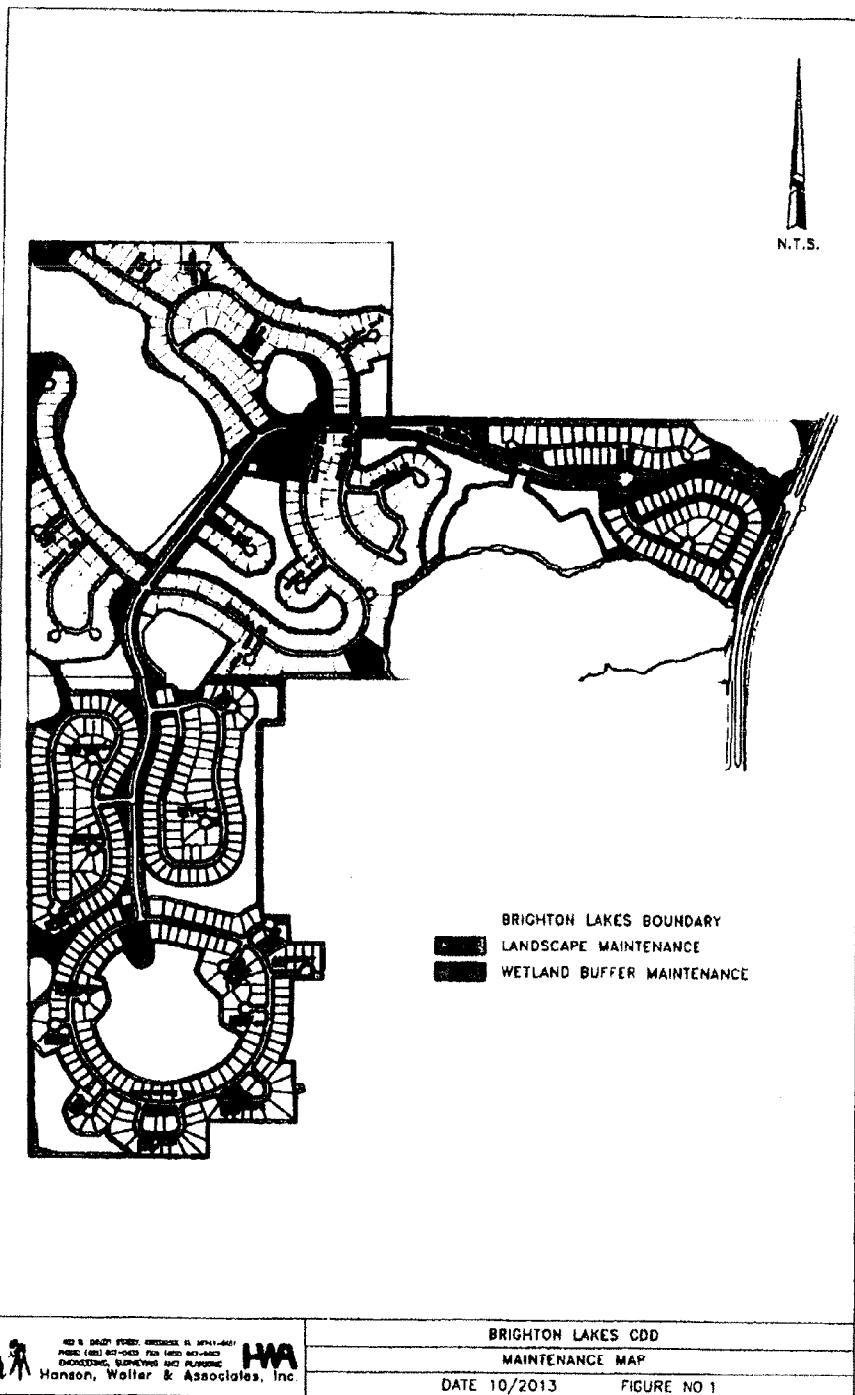
<b>Tree Care</b>			
Pruning	2	\$6,000.00	\$12,000.00
Fertilization	3	\$1,250.00	\$2,500.00
Pest/Disease Control	6	\$800.00	\$4,800.00
Mulching	2	\$4,000.00	\$8,000.00
All Palms	2	\$1,100.00	\$2,200.00
Subtotal		\$13,150.00	\$29,500.00

TASK	frequency	Unit Cost	Total
<b>Irrigation System Monitoring</b>			
Clocks -6	12	\$600.00	\$7,200.00
Valves/Zones -87	12	\$600.00	\$7,200.00
Subtotal		\$1,200.00	<b>\$14,400.00</b>

## Notes:

- 1 The amounts listed above are fixed fees for the time period noted. The fixed fee shall include the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including without limitation, trench safety, labor, equipment, materials and all taxes).
- 2 Refer to the scope of services for the specific description and frequency of services to be provided
- 3 Invoices will be submitted monthly, prorated, based on the above fee

**EXHIBIT "D"**  
**MAINTENANCE MAP**





**EXHIBIT "E"**  
**CERTIFICATE OF INSURANCE**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
12/5/2018

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 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).

<b>PRODUCER</b> LRA Insurance 498 S Lake Destiny Dr  Orlando FL 32810		<b>CONTACT NAME:</b> Brittany Petratos <b>PHONE (AC, No, Ext):</b> (407) 838-3445 <b>FAX (AC, No):</b> (407) 838-3440 <b>E-MAIL ADDRESS:</b> bpetratos@lrainsurance.com	
<b>INSURED</b> Blade Runners Commercial Landscaping Inc 3851 Center Loop  Orlando FL 32808		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Westfield Insurance Company NAIC # 24112 INSURER B: Bridgefield Employers Ins Co 10701 INSURER C: INSURER D: INSURER E: INSURER F:	


**COVERAGES** **CERTIFICATE NUMBER:** 18/19 **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	ADDC/INSR INSD 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		004914922	9/11/2018	9/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTALS PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		004914922	9/11/2018	9/11/2019	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP - Basic \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		004914922	9/11/2018	9/11/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		0830-55901	9/11/2018	9/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 F L DISEASE POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment		004914922	9/11/2018	9/11/2019	Limit \$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Brighton Lakes Community Development District, and its supervisors, staff, attorneys, engineers, consultants, employees, contractors and representatives are included as additional insured with respects to the General Liability Auto Liability and Umbrella Liability coverage where required by written contract.

<b>CERTIFICATE HOLDER</b> Brighton Lakes Community Development Dist 313 Campus Street Celebration, FL 34747	<b>CANCELLATION</b> 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 John Lumbra/BRITTP
--	--

 <b>WESTFIELD</b> INSURANCE <small>Sharing Knowledge Building Trust™</small>		<b>SR</b> <b>RENEWAL</b> <b>COMMERCIAL LIABILITY UMBRELLA DECLARATIONS</b>			
<b>COMPANY PROVIDING COVERAGE</b>		<b>WESTFIELD INSURANCE COMPANY</b>			
<b>NAMED INSURED AND MAILING ADDRESS</b>		<b>AGENCY</b>	<b>09-09870</b>   <b>PROD.</b>   <b>000</b>		
BLADE RUNNERS COMMERCIAL LANDSCAPING INC 3851 CENTER LOOP ORLANDO FL 32808		LRA INSURANCE PO BOX 948173 MAITLAND FL 32794-8173 TELEPHONE 407-838-3445			
<b>Policy Number: CMM 4 914 922</b>		<b>11</b>	<b>WIC Account Number: 0970005009</b>   <b>M</b>		
<b>Policy Period</b>	<b>From</b> 09/11/18 <b>To</b> 09/11/19	<b>at 12:01 A.M. Standard Time at your mailing address shown above.</b>			
<b>LIMITS OF INSURANCE</b>					
\$1,000,000	EACH OCCURRENCE LIMIT				
\$1,000,000	GENERAL AGGREGATE LIMIT				
\$1,000,000	PERSONAL & ADVERTISING INJURY LIMIT				
\$0	SELF INSURED RETENTION				
<b>SCHEDULE OF UNDERLYING INSURANCE</b>					
<b>POLICY NUMBER</b>	<b>TYPE OF COVERAGE</b>	<b>INSURER</b>	<b>LIMITS OF LIABILITY</b>	<b>POLICY PERIOD</b>	
CMM 4914922	General Liability	Westfield Insurance	\$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal And Advertising Injury \$1,000,000 Each Occurrence	09/11/18 To 09/11/19	
CMM 4914922	Auto Liability	Westfield Insurance	\$1,000,000 Bodily Injury And Property Damage Each Accident	09/11/18 To 09/11/19	
<b>PREMIUM BASIS: FLATCHARGE</b>					
<b>COMMERCIAL UMBRELLA ANNUAL PREMIUM</b>			\$17,780.00		
<b>TOTAL ADVANCE ANNUAL PREMIUM</b>			\$17,780.00		
<b>Forms And Endorsements Applicable To This Coverage Part:</b>					
CUDS01	0900	, CU0001 0413	, CU0203 0312	, CU7000 1206	, CU2127 1204
CU2108	0413	, CU2125 1201	, CU2123 0202	, CU2432 0413	, CU7033 0911
CU2142	1204	, CU2150 0305	, CU0126 0413	, CU2186 0514	, CU2130 0115
CU2430	0413				

**FIRST ADDENDUM TO AGREEMENT BETWEEN THE BRIGHTON LAKES  
COMMUNITY DEVELOPMENT DISTRICT AND BLADE RUNNERS COMMERCIAL  
LANDSCAPING, LLC., FOR LANDSCAPE AND IRRIGATION MAINTENANCE  
SERVICES**

**THIS FIRST ADDENDUM** (the "**Addendum**"), dated March 4, 2021, authorizes certain additional services in accordance with that certain *Landscape & Irrigation Maintenance Services Agreement*, dated January 4, 2018, (the "**Agreement**"), as amended from time to time, by and between:

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, with a mailing address of 313 Campus Street, Celebration, Florida 34747 (the "**District**"); and

**BLADE RUNNERS COMMERCIAL LANDSCAPING, LLC.**, a Florida corporation, with a mailing address of 19 North Texas Avenue, Orlando, Florida 32805 ("**Contractor**" and, together with the District, the "**Parties**").

**1. DEFINED TERMS.** All definitions and capitalized terms shall have the same meanings as in the Agreement unless otherwise defined herein.

**2. SCOPE OF SERVICES.** In addition to the Services described in the Agreement and any Exhibits, Amendments, and Addendums thereto, the Services provided by Contractor pursuant to the Contract shall additionally include performance of quarterly brush hog maintenance services in the areas depicted in the attached **Exhibit A**, incorporated herein by this reference ("**Additional Services**"). The Additional Services shall be performed four (4) times annually, during each January, April, July and October during the term of the Agreement.

**3. COMPENSATION.** In exchange for the Additional Services the District shall pay Three Thousand Dollars (\$3,000.00) per Additional Service event, not to exceed Twelve Thousand Dollars (\$12,000.00) annually. The Contractor shall invoice the District after each Additional Service event, and the District shall provide payment within thirty (30) days of receipt of such an invoice.

**4. FINAL AGREEMENT.** This Addendum, together with the Agreement, represents the entire understanding between the District and the Contractor with regard to the Additional Services. Except as expressly amended herein, the Agreement shall remain unchanged and in full force and effect, and the Parties hereby ratify and confirm all terms of the Agreement as modified herein. The terms of the Agreement shall govern the terms of this Addendum, except this Addendum shall control to the extent that any of the provisions of this Addendum are in conflict with the provisions of the Agreement.

**5. EFFECTIVE DATE.** This Addendum shall have an effective date as of the day and year first written above.

MK  
3/16/21



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

DocuSigned by:  
Kristen Suit  
5D400426E85841D  
\_\_\_\_\_  
Witness

BRIGHTON LAKES COMMUNITY  
DEVELOPMENT DISTRICT  
*Marcel Kodjia Jr* 3/16/21  
\_\_\_\_\_  
Chairperson, Board of Supervisors

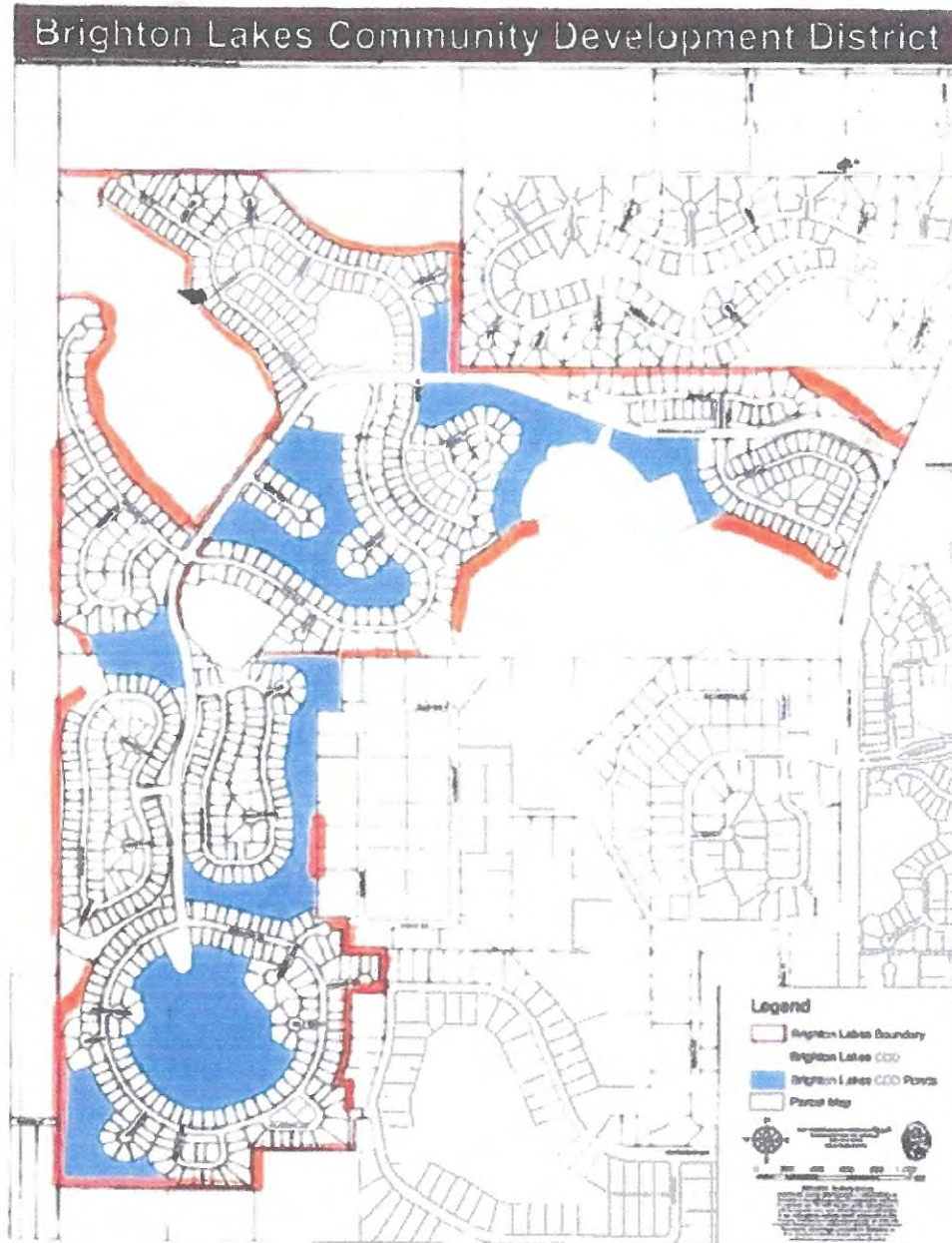
*[Signature]*  
\_\_\_\_\_  
Witness

BLADE RUNNERS COMMERCIAL LANDSCAPING,  
LLC, a Florida corporation  
*[Signature]*  
By: *Christina Ramirez*  
Its: *Manager*

Exhibit A: Brush Hog Maintenance Area

**Exhibit A:**

**Brush Hog Maintenance Area**



**AGREEMENT BETWEEN BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT AND SITEX AQUATICS FOR THE PROVISION OF AQUATIC MAINTENANCE SERVICES**

This Agreement (the "Agreement") is made and entered into as of the 1<sup>st</sup> day of April, 2018, by and between:

**Brighton Lakes Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida and whose mailing address is 313 Campus Street, Celebration, Florida 34747 (the "District"); and

**Sitex Aquatics, LLC**, a Florida limited liability company, whose address is 7643 Gate Parkway, Suite 104-127, Jacksonville, Florida 32256 (the "Contractor").

**RECITALS**

**WHEREAS**, the District was established to plan, construct, install, acquire, finance, manage, and operate public improvements and community facilities pursuant to Chapter 190, *Florida Statutes*.; and

**WHEREAS**, the District has a need to retain an independent contractor to provide aquatic maintenance services for nine (9) lakes located within the boundaries of the District; and

**WHEREAS**, the Contractor submitted a proposal and represents that it is qualified to serve as an aquatic maintenance contractor and provide such services to the District.

**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. MANNER OF CONTRACTOR'S PERFORMANCE.**

**A.** The Contractor shall provide the specific aquatic maintenance services as shown in **Exhibit A**, attached and incorporated herein (the "Services") within the nine (9) lakes within the District as identified in **Exhibit B**, attached and incorporated herein.

**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 including the Florida Friendly green industry standards of the Florida Department of Environmental Protection. Any

additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.

1. At no time shall the Contractor utilize any products, compounds, or materials that contain copper in any form in any of the water bodies within the project area unless such products, compounds, or materials are specifically approved for usage in water bodies by both the U.S. Environmental Protection Agency and the State of Florida. Usage of such products, compounds, or materials must also be in compliance with applicable Southwest Florida Water Management District ("SWFWMD") rules and any and all SWFWMD permits issued to the District.
  2. Contractor shall ensure that employees who work with registered and restricted-use herbicides are certified as to qualifications for handling and applying material safely and correctly in accordance with the Florida Pesticide Law administered by the Florida Department of Agriculture and Consumer Services. Due to the presence of wetlands, such employees shall possess a Florida Aquatic Pesticide License and other applicable certifications. The Contractor shall also be familiar with the Fish and Wildlife Conservation Commission's Chapter 68F-20: Aquatic Plant Management Permits. Prior to the utilization of herbicides on site, the Contractor will furnish to the District, copies of all required licenses and applicable permits for treatment and/or removal of aquatic plants in waters of the State. The Contractor shall at all times abide by each herbicide label.
- 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 and the District's Field Inspector. 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 Services set forth in **Exhibit A**. 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 Services described in this Agreement and **Exhibit A**, the District shall pay Contractor a one-time start-up fee of Three Thousand Nine Hundred Dollars (\$3,900.00). Thereafter, the District shall pay Contractor One Thousand Nine Hundred Fifty Dollars (\$1,950.00) per month, which amount includes all tools, labor, and materials necessary to complete the Services, for an annual amount not-to-exceed Twenty-Five Thousand Three Hundred Fifty Dollars (\$25,350.00) for the first year of Services. The District shall pay Contractor an annual amount not-to-exceed Twenty-



Three Thousand Four Hundred Dollars (\$23,400.00) for each year of Services provided after the first year. The term of this Agreement shall be from April 1, 2018 through March 31, 2019, and shall automatically renew for two (2) additional one-year terms unless terminated earlier in accordance with the terms of this Agreement.

- A. If the District should desire additional work or services not provided in **Exhibit A**, 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 as set forth in Section 4 herein.
- B. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that 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.
- C. 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 forty-five (45) days of receipt by the District, or in accordance with Florida's Prompt Payment Act, whichever is sooner. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 4. CHANGE ORDERS.** Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service represents a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor.

**SECTION 5. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of the 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 (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
Pollution Liability	\$1,000,000
Herbicide/Pesticide Applicators Coverage	\$1,000,000

Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

**SECTION 6. 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 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 7. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.** 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 8. 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 9. 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 substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 10. 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 11. 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 12. 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:

- |                             |  |
|-----------------------------|--|
| <b>A. If to District:</b>   | Brighton Lakes Community Development District<br>313 Campus Street<br>Celebration, Florida 34747<br>Attn: District Manager |
| <b>With a copy to:</b>      | Hopping Green & Sams, P.A.<br>119 South Monroe Street, Suite 300<br>Tallahassee, Florida 32301<br>Attn: District Counsel   |
| <b>B. If to Contractor:</b> | Sitex Aquatics, LLC<br>7643 Gate Parkway, Suite 104-127  |

Jacksonville, Florida 32256  
Attn: Joseph T. Craig

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 13. 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 14. 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 15. 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 16. 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. Venue shall be in Osceola County, Florida.

**SECTION 17. INDEMNIFICATION.**

- A. Contractor, its employees, agents and subcontractors 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, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 18. 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 19. 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 offsets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 20. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 21. 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 Sandra Demarco ("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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747; (407) 566-1935; Sandra.Demarco@STServices.com**

**SECTION 22. 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 23. 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 24. 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. To the extent that any of the terms of this Agreement are determined to conflict with any terms included in the attached Proposal, the terms of this Agreement are agreed and deemed to be controlling.

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Chairman, Board of Supervisors

SITEX AQUATICS, LLC

\_\_\_\_\_  
Witness

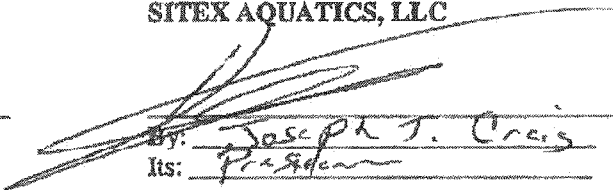
  
By: Joseph T. Craig  
Its: President

Exhibit A: Proposal/Scope of Services

Exhibit B: Map of Lakes

**Exhibit A**  
**Proposal/Scope of Services**



7643 Gate Parkway  
 Suite 104-127  
 Jacksonville, FL 32256  
 407-717-5851

**Aquatic Management Agreement**

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Brighton Lakes CDD hereafter called "customer"

Customer: Brighton Lakes CDD  
 C/O: Inframark  
 Contact: Mrs. Maria Fuentes  
 Address: 313 Campus St, Celebration, FL 34747  
 Email: Maria.Fuentes@inframark.com  
 Phone: 407.709.0205

- Sitex agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this agreement in the following sites:

Nine (9) Lakes @ Brighton Lakes Community located in Kissimmee, FL (see attached map)

- Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:
 

1. Shoreline Grass and Blush Control	Included
2. Underwater, Floating and Algae Treatment	Included
3. All Services Performed by State Licensed Applicator	Included
4. Treatment Report Issued After Each Visit	Included
5. Use of EPA Regulated Materials Only	Included
6. Callback service as needed	Included

Service shall consist of Twelve (12) treatments per year.

- Customer agrees to pay Sitex the following amount during the term of this agreement

The terms of this agreement shall be: 4/01/18 thru 4/01/19  
 Agreement will automatically renew as per Term and Conditions

Start-up charge:	<u>\$3,900.00</u>
Monthly Service Amount:	<u>\$1,950.00</u>
<b>Total 1<sup>st</sup> year Cost:</b>	<u><b>\$25,350.00</b></u>
<b>Total Annual cost after 1<sup>st</sup> year</b>	<u><b>\$23,400.00</b></u>

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

- Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Submitted: Joe Craig      Date: 3/1/18

Accepted      Date:

Joseph T. Craig  
 President

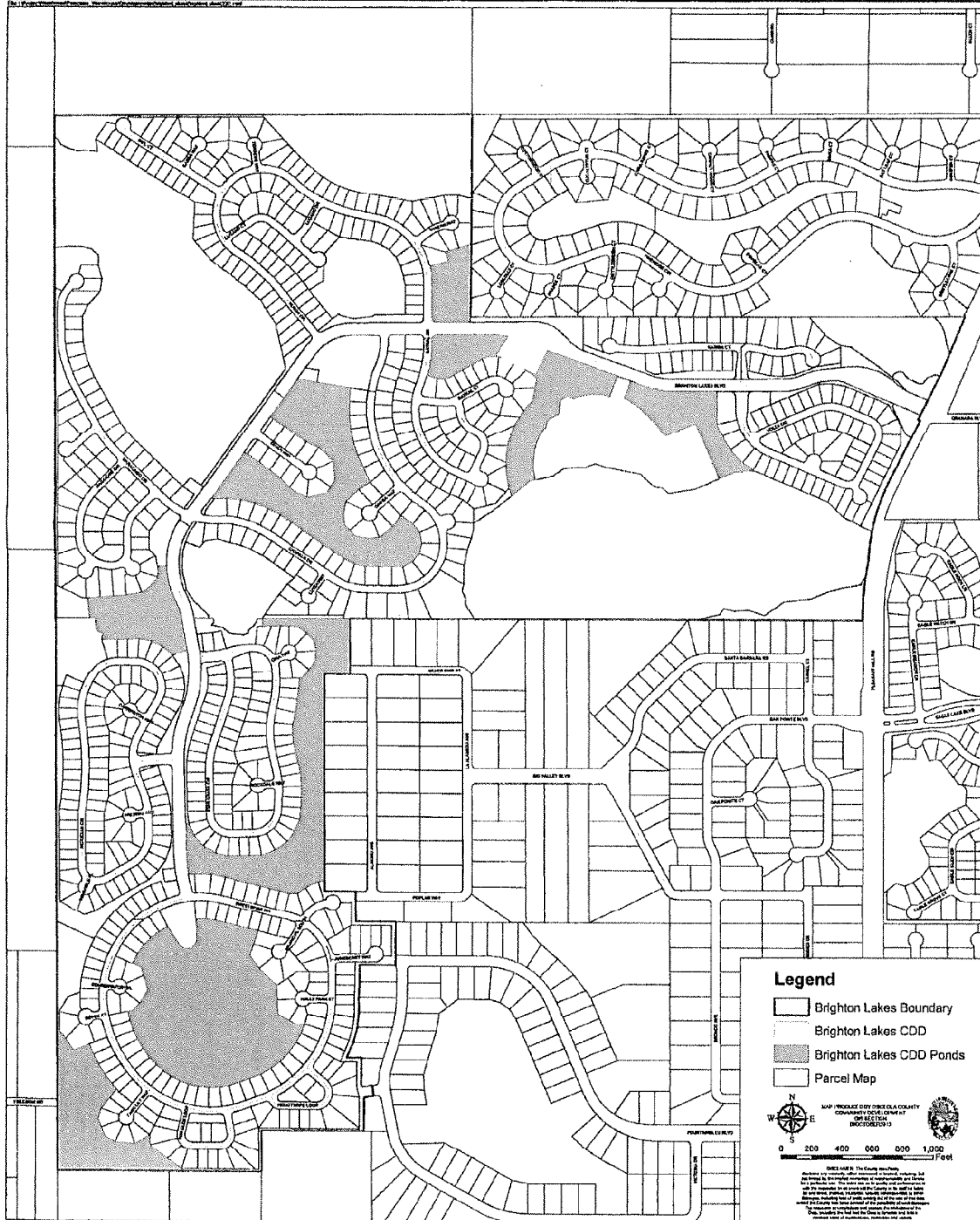
\_\_\_\_\_  
 Customer



### Terms and Conditions

- Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated though an addendum.
- The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30<sup>th</sup> of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.
- This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.
- Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.
- Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination. If cancellation does occur, there may be a start-up charge of fifty percent (50%) of the normal monthly investment of each month that service is suspended.
- Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
- Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.
- It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.
- Sitex shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability. A Certificate of Insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage.
- This Agreement shall be governed by the laws of the state of Florida.

# Brighton Lakes Community Development District



**Exhibit B**  
**Map of Lakes**



5273 Giron Cir  
Kissimmee, FL 34758

813.558.2125  
www.sitexaquatics.com

# Aquatic Management Agreement

*This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Brighton Lakes CDD hereafter called "customer"*

Customer: Brighton Lakes CDD  
C/O: Inframark  
Contact: Mr. Freddy Blanco  
Address: 313 Campus St Celebration, FL 34747  
Email: Freddy.Blanco@Inframark.com  
Phone: 407.566.1935

*Sitex agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this agreement in the following sites:*

Nine (9) Ponds (51 acres) located at the Brighton Lakes Community in Kissimmee, FL (see attached map)

*Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:*

1. Shoreline Grass and Brush Control	Included
2. Underwater, Floating and Algae Treatment	Included
3. All Services Performed by State Licensed Applicator	Included
4. Treatment Report Issued After Each Visit	Included
5. Use of EPA Regulated Materials Only	Included
6. Algae callback service as needed	Included
7. Non-construction Trash	Included

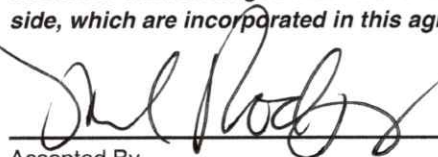
*Service shall consist of Twenty-Four (24) treatments a year as needed.*

*Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 08/01/22 thru 08/01/23 Agreement will automatically renew as per Term and Conditions:*

Total Monthly Service Amount: \$2,690.00  
Total Annual Maintenance Cost: \$32,280.00

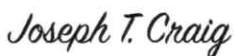
*Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.*

*Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.*



Accepted By

Date



07/13/2022

President, Sitex Aquatics llc.

Date

**AGREEMENT BETWEEN THE BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT AND MAGNOSEC CORP., REGARDING THE PROVISION OF SECURITY SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between:

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is 313 Campus Street, Celebration, Florida 34747 (the “District”); and

**MAGNOSEC CORP.**, a Florida corporation, with a mailing address of 600 N. Tracker Avenue, Suite D35, Kissimmee, Florida 34741 (“Contractor,” together with District the “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* (the “Act”), by ordinance adopted by Osceola County, Florida; 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 security services for District facilities, including the Clubhouse and pool, located within the District (the “Facilities”); and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide security 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 security 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 SECURITY SERVICES.** The Contractor will provide Services for the Facilities within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services as scheduled in the schedule of services, attached as **Exhibit A**. 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 seventy-two (72) hours. Requests for additional time to repair damages are subject to District approval in writing.

#### **SECTION 5. COMPENSATION; TERM.**

**A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor a regular rate of Nineteen Dollars (\$19.00) per hour worked, or a holiday rate of Twenty Eight Dollars and Fifty-One Cents (\$28.51) per hour worked, pursuant to the schedule of services identified in **Exhibit A**. The number of regular hours billed to the District shall not exceed 2,848 hours per calendar year (56 hours per week/7 days per week), for a total yearly payment of Fifty-Four Thousand One Hundred Twelve Dollars (\$54,112.00). The number of holiday hours billed to the District shall not exceed 192 hours per calendar year (8 days per year), for a total yearly payment of Five Thousand Four Hundred Seventy Three Dollars and Six Cents (\$5,473.06). The term of this Agreement shall be from the May 5, 2022 through May 4, 2023, unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms on September 30, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

**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. The Contractor shall invoice the District for all services performed and any other sums due to the Contractor on a semi-monthly basis. 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.
- 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.**

- A.** 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 or Contractor 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.
- B.** Notwithstanding anything in the Agreement to the contrary, the District reserves



the right to terminate the Agreement immediately for any reason related to COVID-19, including but not limited to a reported positive case of COVID-19 at the Facilities, an increase in COVID-19 cases in the community at large, failure to follow the requirements in this Agreement, or governmental orders or policies making it impractical, infeasible, or inadvisable to allow group activities or events at the Facilities.

**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 entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such 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:** Brighton Lakes  
Community Development District  
313 Campus Street  
Celebration, Florida 34747  
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:** Magnosec, Corp.  
600 North Thacker Avenue  
Suite D35  
Kissimmee, Florida 34741  
Attn: Lemuel Rivera

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 Osceola 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 **Sandra DeMarco** (“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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT SANDRA.DEMARCO@INFRAMARK.COM, OR 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747.**

**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 instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

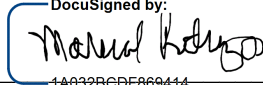
**SECTION 30. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *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.

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

Attest:

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**

DocuSigned by:  
  
FE304A98E07240C...  
\_\_\_\_\_  
Secretary/Assistant Secretary

DocuSigned by:  
  
1A032BCDF869414...  
\_\_\_\_\_  
Chairman, Board of Supervisors

**MAGNOSEC, CORP.**

  
\_\_\_\_\_

By: Lemuel Rivera

Its: President

Date: 08/5/2022

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Print Name of Witness)

**Exhibit A:** Schedule of Services

## Exhibit A

### Schedule of Services

The Contractor agrees to provide the following Services:

- The Contractor will provide security officers to monitor the capacity limits, enforce all of the District's Pool Rules and Amenity Center Policies, and provide monitoring of the Facility's entry gates. The Contractor will also provide one (1) CPR informational course per year at no additional cost to residents of the community and a certification course to limited staff and Supervisors of the Board at no additional cost to the District.
- *Schedule.* The schedule shall be agreed upon separately in writing by the Contractor and District and subject to seasonal change.
- *Reports.* Contractor will provide reports of incidents. These reports shall include summaries of all incidents that occur while the guard is on duty, descriptions of all documents received, and, if applicable, descriptions of all documents issued by Contractor.
- *Attendance at Meetings.* Contractor shall attend District meetings.
- *Investigation and Report of Accidents/Claims.* Contractor shall promptly provide a full written report as to all accidents or claims for damage including any damage or destruction of property and shall cooperate and make any and all reports required by any insurance company or District in connection therewith.
- *District Facilities.* All access control equipment will be maintained in proper working condition by District. Any problems with equipment function will be noted and reported to District immediately.
- *Personnel.* Contractor, as an independent contractor, shall be solely responsible for hiring, training, and administration of its personnel, as necessary, to produce and maintain highly motivated, responsible, and professional security personnel. Contractor shall not permit any of its personnel to perform services for District unless reference, background, and criminal records checks have been completed on said personnel.

### Security Personnel

- At all times, security personnel shall maintain a professional appearance and demeanor and address persons in a COURTEOUS and RESPECTFUL manner.
- All security personnel will become familiar with and have an operating knowledge of the emergency procedures, life safety systems, fire alarm systems, and access control systems of District's facilities.



- Daily Logs will be completed for each shift.
- Daily inspections of on-duty security personnel will be made by Contractor's supervisory personnel. These reviews will be conducted to ensure the following:
  - All assigned security personnel are on duty.
  - All assigned security personnel are properly uniformed.
  - All assigned security personnel fully understand the duties associated with their post.



License # B1700193  
600 N Thacker Ave.  
Suite D35,  
Kissimmee, FL 34741  
888-883-5877

## CONTRACT and AGREEMENT for SECURITY SERVICES

This Agreement for Security Services (the “Agreement”) is made by and between representants of Brighton Lakes Community Development (hereinafter the “Client”), and Magnosec, Corp, a Florida Corporation, with its principal office located at 600 North Thacker Ave, Suite D35, Kissimmee, FL 34741, FL State License # B1700193, (hereinafter the “Company”).

WHEREAS, the Client finds that the Company is willing to perform certain security related tasks hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be a benefit to Client’s community.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

### 1. SERVICES

1.1 Services to Client. The Company shall provide Security Services (“Services”) to the Client for a Twelve (12) months term. Services to be provided to client are more specifically identified below and in line with the Proposal for Services:

- A) Company's officers will provide security to Client to deter crime, nuisance and disorder, and ensure a safe and pleasant environment for all of the residents, owners and guests in the communal area; and
- B) Company will work with the Client's representatives to ensure that all applicable Federal, State and local By-Laws are upheld in a fair and even manner with any breaches being reported in an appropriate and timely fashion; and
- C) Company will assist and cooperate with any Law Enforcement or other Emergency Service personnel as necessary, offering their services as a point of contact if required; and
- D) Company's officers will make physical on foot inspections of the facilities ensuring that these areas are being used appropriately, to deter criminal activity and are free from damage; and
- E) Company's officers will secure/lock the facilities, as so required, as part of their patrol duties; and
- F) Company will work with the Client to ensure that, as requested and appropriate, recorded deed restrictions and Board adopted rules and regulations are adhered to and if necessary, will gather photographic evidence, and advise residents as to appropriate compliance; and
- G) The on-duty security officer will bring any issues deemed serious to the immediate attention of the appropriate Client representative, including urgent maintenance issues such as inoperative lights, water leaks etc.; and
- H) Company and its staff will undertake any other lawful requests made by the Client within its remit as a private security provider; and
- I) All scheduled security services will be personally managed and directed by Mr. Lemuel Rivera or designated member; and
- J) Company shall provide Client with a toll-free telephone number to enable contact with Mr. Lemuel Rivera or a designated member of staff 24 hours per day, 365 days per year; and
- K) Company will provide a professional and courteous security officer to patrol the community facilities. All personnel will wear a corporate uniform and name badge; and
- L) Company will provide an unarmed uniformed security officer for 56 hours per calendar week.

M) Company will provide a \$1,000,000 General Liabilities Insurance, and \$1,000,000 Workers Compensation Insurance.

## 2. PAYMENT AND INVOICING TERMS.

2.1 Payment for Services. The Company will be compensated as follows:  
Company will invoice the Client every two-week based on the contracted hours at a rate of \$21.00 per hour inclusive of all fees, insurances, and services. Sales tax isn't included.

What else is included for the same price? (**Over \$10,000 discounted every year!**)

- 24/7 Customer Service & Supervision
- Supervisor Roving Patrol in the area with Security Lights On (\$35 per hour + taxes waived)
- On the Job Training to our Security Officers
- Employee Performance Tracking System through Checkpoints, GPS & Geo-fence Alert
- Security Online Platform Reporting Set Up (\$250.00 waived)
- Real-Time Security Online Platform: Includes guard management system, reporting, post order compliance with workflow, and smartphone (\$199.00 a month + taxes waived)
- Editor Manager to review the reports and admin fee (\$1 per hour + taxes waived)
- Daily / Weekly / Monthly / Quarterly / Yearly incident reports
- Direct access to the owner as a deeper service for faster response
- Security Advice: When security challenges are in line, the proper advice of a former law enforcement and security instructor can be decisive to mitigate real situations - **Priceless**
- MagnoSec guarantees the service, or you don't pay

Designated Public Holidays (New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day) will be invoiced at the rate of 1.5 (one and one half) of the regular contracted hourly rate.

Invoiced services are to be paid within 15 days of receipt.

## 3. CHANGES

Client may, with the approval of the Company, issue written directions of any services to be ordered. Such changes (the "Change Order") may be for additional work, but no change will be allowed unless agreed by the Company in writing. Change requests are for additional work that may be submitted on Client Letterhead signed by an authorized representative of the Client who is able to enter into a binding agreement with the Company. If there's an emergency extra service requested, not part of the shifts already established are not guaranteed, but we will do our best to assist, and it will be invoiced at the rate of 1.5 (one and one half) of the regular contracted hourly rate.

## 4. LICENSING

All security officers employed by Company are fully trained and maintain a Class D Security License issued by the Florida State Department in accordance with Florida State Statute Chapter #493. Company shall maintain all licenses as may be required by law for the providing of Company services, which shall also include any required business or operational licenses.

## 5. DAMAGE TO CLIENT PROPERTY

Company shall be solely responsible for the repair of any and all damage caused by Company in performance of its duties hereunder or otherwise. Repairs shall be made promptly in a manner acceptable to the Client. Company will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to, the prevention of damage, injury or loss to all persons who may be affected by the performance of its operations, including its own employees.

## 6. MISCELLANEOUS

6.1 Insecurity and Adequate Assurances. If reasonable grounds for insecurity arise with respect to in Client's ability to pay for the Services in a timely fashion, the Company may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. A 5% late fee will be applied monthly after 30 days due, without exceeding the annually rate established by Florida law. Unless Client provides the assurances in a reasonable time and manner acceptable to the Company, in addition to any other rights and remedies available, Client may partially or totally suspend its performance while awaiting assurances, without Liability to Client.

6.2 Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including and such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.3 Modification and Waiver. Waiver of breach of this Agreement by either party shall not be considered a waiver of any subsequent breach.

6.4 Independent Contractor. Company shall perform all services solely as an independent contractor and shall not be considered an employee of the Client or under Client's supervision or control. This Agreement is not intended, and shall not be construed, to create a relationship of agent, servant, employer/employee, partnership, joint venture, or



association of any kind as between Client and Company. Company shall be responsible for his own taxes and will receive a 1099 IRS form for filing at the end of the year.

6.5 Notices. All notices or communications hereunder shall be in writing, sent by courier, e-mail or the fastest possible means, provided that the recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address provided or such other address as may be specified in a written notice in accordance with this section.

Any party may, by giving notice in accordance with this section to the other parties, designate another address or person or entity for receipt of notices hereunder.

6.6 Assignment. This Agreement is not assignable or transferable by Client. This Agreement is not assignable or transferable by the Company, except in the case of complete and wholesale of the Company, without the written consent of the Client, which consent shall not be unreasonably withheld or delayed.

6.7 Disputes. The Company and the Client recognize that disputes arising under this Agreement are best resolved at the working level by the Client and the Company. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, the Company and the Client agree that any remaining conflicts arising out or relating to this Contract shall be submitted to non-binding mediation unless the Company and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement. The resolution of disputes shall be conducted within 30 days.

6.8 Section Headings. Title and headings of sections of this Agreement are for convenience of reference only.

6.9 Representations; Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full rights and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement shall be executed by original signature of each party.

6.10 Residuals. Nothing in this Agreement or elsewhere will prohibit or limit the Company's ownership and use of ideas, concepts, know-how, methods, data, techniques, skill and knowledge and experience that were used, developed or gained in connection with this Agreement. The Company and Client shall each have the right to use all data collected or generated under this Agreement.

6.11 Security Officers. All security officers are further vetted, and subject to criminal and credit background checks, and random drug and alcohol testing programs. Officers will be professional, courteous, and fully trained to perform their specific duties. The Company's officers will not engage in or display any behavior that may be construed to be derogatory or inflammatory in nature regarding any race, color, religion or persuasion of any nature whatsoever. The Company's officers will not become confrontational towards residents, owners or guests under any circumstances.

6.12 Cooperation. Client will cooperate with the Company in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. Client agrees that the Company's performance is dependent on Client's timely and effective cooperation with the Company. Accordingly, Client acknowledges that any delay by Client may result in the Company being released from an obligation or scheduled deadline or in Client having to pay extra fees for the Company's Agreement to meet a specific obligation or deadline despite the delay.

To maintain the good relations, and avoid conflict of interests, both parties agree to not directly or indirectly hire any employee, security officer, or personnel of the other party while working together, except six (6) months after this agreement end, without a written consent. In case that this happens, the party who did, agrees to pay 20% of the yearly billable rate per person hired to the other party for the cost of recruiting, training, preparation, etc.

6.13 Governing Law and Construction. This Agreement will be governed by and construed in accordance with the Laws of Florida, without regard to the principles of conflict law. The language in this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party. Each party (i) agrees that any action arising out of or in connection with this Agreement shall be brought solely in the Courts of the State of Florida, in Orange or Osceola County, or the United States Middle District Court of Florida, (ii) hereby consents to the jurisdiction of the Courts of the State of Florida and the United States Middle District of Florida Court, and (iii) agrees that, whenever a party is requested to execute one or more documents evidencing such consent, it shall do so immediately.

6.14 Compliance with Law. Company agrees to be bound by and to comply with all applicable federal, state and local laws and applicable regulations and governmental directives as they pertain to the performance of this Agreement.

6.15 Interpretation. No provision of this Agreement is to be interpreted for or against either party, as both parties agree that this Agreement was negotiated and drafted after discussions by both parties hereto.

6.16 Entire Agreement Survival. This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between the Client and the Company respecting the subject matter hereof. This Agreement may only be amended in writing executed by the parties hereto.

6.17 Force Majeure. The Company shall not be responsible for delays (including any delay by the Company to make progress in the prosecution of any Services) if such delay arises out of cause beyond its control. Such causes may include, but are not restricted to, Acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, special outages, computer or communications failures, and/or severe weather.

6.18 Use By Third Party. Worked performed by the Company pursuant to this Agreement is only for the purpose intended and may be misleading if used in another context. Client agrees not to use any documents produced under this Agreement for anything other than the intended purpose without the Company's written permission. This Agreement shall, therefore, not create any rights or benefits to parties other than to the Client and the Company.

6.19 Termination of Contract. Either party may terminate this Agreement at any time provided that they give the other party a thirty (30) day written notice prior to the effective termination date. Client also has the right to immediately terminate the Agreement for failure to correct non-performance issues after a fifteen (15) day notice and opportunity to cure period. Upon termination, Company shall be entitled to compensation that has yet to be paid by Client for services performed up to and including the date of termination by prorating this Agreement from the date of commencement through the termination date.

6.20 Disputes/Attorneys' Fees. If any legal action, proceeding, or hearing is brought by either party to enforce the terms and conditions of this Agreement, then the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs incurred at trial and all appellate levels, including bankruptcy proceedings.

This Agreement represents the party's entire understanding and supersede any prior Agreement. The parties acknowledge that there are no other understandings between them in this regard, except as may be evidenced by written memorandum. This contract commences on \_\_\_\_\_, year 2023 and ends on \_\_\_\_\_, year 2024. After this date, the contract remains under the same conditions, until someone decides to cancel it through written notice, or a contract is made for extension/edition.

## 7.0 GENERAL PROVISIONS

7.1 These Conditions (together with the terms set out in the Proposal) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. The company is not responsible for occurrences that aren't stated in this agreement.

7.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

7.3 No failure or delay by either party in exercising any of its rights under these Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

7.5 Any agreement to which these Terms and Conditions apply shall be governed and construed in accordance with Florida Legislation, and the parties agree to submit to the exclusive jurisdiction of the State of Florida.

In witness whereof the parties hereto have accepted and made and executed this Agreement as of the signature dates below.

CLIENT:  
Brighton Lakes Community Dev. District

COMPANY:  
MagnoSec, Corp.

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

Printed Name:

Printed Name: Lemuel Rivera

Position:

Position: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BRIGHTON LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE  
October 12, 2023 – 6:00 p.m.**

**Join on your computer or mobile app  
[Click here to join the meeting](#)**

**Or call in (audio only)  
[646-838-1601, 679937019](tel:646-838-1601)**



313 CAMPUS STREET  
CELEBRATION, FLORIDA 34747



## Brighton Lakes Community Development District

### Board of Supervisors

Marcial Rodriguez, Jr., Chairman  
 John Crary, Vice Chairman  
 Michelle Incandela, Assistant Secretary  
 Mark Peters, Assistant Secretary  
 Nadine Singh, Assistant Secretary

### Staff:

Gabriel Menna, District Manager  
 Tucker Mackie, District Counsel  
 Mark Vincutonis/ Peter Glassrock, District Engineer  
 Freddy Blanco Field Inspection  
 Dennis Hisler, CDD Landscaping & Maintenance Liaison

### Workshop Agenda

Tuesday, October 12, 2023 – 6:00 p.m.

- 
1. **Call to Order and Roll Call**
  2. **Pledge of Allegiance**
  3. **Audience Comments** -Limit to 3 Minutes
  4. **Staff Reports**
    - A. Field Management
      1. Review of the Field Inspection Report ..... P. 3
      2. Response to the Field Inspection Report ..... P. 20
  5. **Discussion Items**
    - A. Blade Runner
    - B. Sitex
      1. Review of the Sitex Aquatic Service 2018 Agreement ..... P. 69
      2. Review of the Sitex Aquatic Agreement ..... P. 83
    - C. MagnoSec
      1. Review of the MagnoSec Security Services Agreement ..... P. 84
      2. Review of the MagnoSec Contract for Security Services 2023-2024 ..... P. 96
  6. **Supervisor Requests**
  7. **Adjournment**

*The next regular meeting is scheduled for Thursday, November 2, 2023, at 6:00 p.m.*

#### District Office:

313 Campus Street  
 Celebration, FL 34747  
 407-566-1935  
[www.BrightonLakesCDD.org](http://www.BrightonLakesCDD.org)

#### Meeting Location:

Brighton Lakes Clubhouse  
 4250 Brighton Lakes Boulevard  
 Kissimmee, FL 34746  
 Call In: 646-838-1601, 679937019#

# SEPTEMBER 2023 FIELD INSPECTION

Brighton Lakes CDD

Tuesday, September 19, 2023

Prepared For Board Of Supervisors

32 Item Identified

Freddy Blanco Field  
Manager  
Inframark





**Item 1**

Assigned To Techni Pools  
New equipment installation is completed



**Item 2**

Assigned To Bladerunner  
Landscaping  
Provide weeds control service around the pool equipment area



**Item 3**

Assigned To Techni Pools  
Pool is working normally



**Item 4**

Assigned To Inframark  
Replace key box located at the  
exterior storage room door at the  
recreation center





**Item 5**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 6**

Assigned To Bladerunner

Landscaping

Provide schedule for trimming service to the palms located next to bridge





**Item 7**

Assigned To Inframark

Create a work order to repair "Do no feed alligators" sign located behind the playground at Volta Circle



**Item 8**

Assigned To Bladerunner

Landscaping

Irrigation main line repair at Brighton Lakes Blvd is completed.



**Item 9**

Assigned To District Engineer  
New speed bumps near to Volta Cir  
are coming off



**Item 10**

Assigned To District Engineer  
Several Speed bumps signs (poles  
base) are loose





**Item 11**

Assigned To Inframark  
Contact ToHo Water Company  
regarding damage (grass damage )at  
the community exit



**Item 12**

Assigned To Inframark  
Contact ToHo Water Company  
regarding damage (broken sidewalk  
)at the community exit.



**Item 13**

Assigned To Inframark

Create work order for replacement of photocell at the community entrance



**Item 14**

Assigned To Inframark

Contact ToHo Water Company regarding damage (sidewalk removal )at the community exit





**Item 15**

Assigned To Board Of Supervisors  
Resident from 3615 Kariba Court  
planted fruit trees in CDD easement



**Item 16**

Assigned To Bladerunner  
Landscaping  
Mowing service at Kariba Court  
easement is completed according to  
the schedule





**Item 17**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 18**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 19**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 20**

Assigned To Bladerunner

Landscaping

Mowing service along the Brighton Lakes Blvd is ongoing





**Item 21**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 22**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 23**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 24**

Assigned To Bladerunner

Landscaping

Trimming trees and moving service behind backyards at Patrician Cir. Is completed according to schedule





**Item 25**

Assigned To Bladerunner  
Landscaping

Trimming trees and moving service  
behind backyards at Patrician Cir. Is  
completed according to schedule



**Item 26**

Assigned To Sitex

Ponds still is showing excessive  
growth algae





**Item 27**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 28**

Assigned To Inframark

Create a work order to install rubber mulch at around the exercise station





**Item 29**

Assigned To Bladerunner  
Landscaping

Provide schedule for bush hogging  
behind backyard at Juneberry Way



**Item 30**

Assigned To Inframark

Create a work order to install rubber  
mulch at around the bicycle rack



**Item 31**

Assigned To Sitex

Ponds still is showing excessive growth algae



**Item 32**

Assigned To Sitex

Ponds still is showing excessive growth algae

Brighton Lakes CDD Board of Directors,

In September of 2023 I attended a CDD meeting and raised the issue of how we spend the funds of the residents on pond treatment (Sitex), security at the Community Center (Magnosec), and our landscape company (Blade Runners Commercial Landscaping). The majority of this communication is to address issues that exist in our community withur landscape company (Blade Runners Commercial Landscaping).

The Brighton Lakes CDD (District) has a legally binding, narrowly defined, contract with Blade Runners Commercial Landscaping. That contract protects the vendor and the CDD. If the vendor satisfies the contract then they are guaranteed to be paid the previously agreed upon amounts in the contract. If the vendor fails to satisfy the contract the CDD has the right and responsibility to withhold funds for the work that was not performed. Both the vendor and the District may terminate this contract with a 30-day notice.

The contract in question is named the LANDSCAPE/GROUNDS MAINTENANCE SERVICES and the responsibilities are clearly defined in the PROJECT MANUAL. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, were made available for public inspection prior to Proposers submitting bids on the contract.

**Brighton Lakes Community Development District  
Landscape/Grounds Maintenance  
Scope of Services**



## 2.12 QUALITY CONTROL

**...Throughout the entire Landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from the irrigation system as directed by the Owner...**







*(Where are the replacement plants that died long ago under warranty? Along the boulevard on the inbound side there are a number of such viburnum that died shortly after installed. In the past few weeks some of those dead viburnum plants were replaced but already some have leaves that are now fully turned brown yet the others right next to them, planted at the same time, are doing well so far. And this time we are planting them in the wet season and not in the dry times as we have in the past.)*

There is a provision in the contract (RFP-018-101 Form of Contract Page-2) that if the vendor falls behind on scheduled work due to things like “Rainy Days” and that contractor is unable to complete all scheduled services within a two week period due to the extensive time lost due to “Rainy Days” the contractor agrees to negotiate a price adjustment to the monthly compensation amount identified in Section 7.b herein in good faith with the district for that particular month. The falling behind is not just for rainy days and has not just been occurring for a few months. We are now into several years and I feel compelled to bring this to your attention because it is not getting any better, except for the past few days now that I raised this issue at the September CDD meeting.

I want to make sure you fully understand my intentions here. I am not seeking the removal of Blade Runners. (I have a totally different opinion on Sitex, saved for another discussion) Blade Runners has the ability to do an excellent job complying with their contract and Scope of Services and they clearly showed that to us in the past. During Covid (2019 and since then) Blade Runners was allowed to slip a little but that was years ago at this point. For several years now there has been little excuse for non-compliance with their contract. It is time for this board to take control of this situation immediately and if compliance is not quickly obtained the clause we have in the contract (RFP-018-101 Form of Contract Page-3) of a \$100 per day reduction in compensation should then be considered. If that does not result in a substantial positive change in their compliance with our contract more substantial measures would need to be taken. This idea is not new. The vendor bid on this contract knowing those provisions exist in the contract and we have a written copy of the contract that they signed.

This communication is extensive and detailed. I spent hours walking the community, taking photos, and obtaining documentation to prepare this communication. I extracted only current issues with the contract and Scope of Services so please read this entire document. There is nothing here that does not need to be here for you to fully understand the totality of our situation.

## 4.1 TURF CARE

### 4.1.1 Mowing

a. All lawns, located in developed areas, including St. Augustine and Bahia, shall be mowed (1) once per week from April through September, three (3) times per month in March and October and once every other week from November through February. Mowing shall be performed at a minimum frequency of 40 times a year.

f. Visible clippings after mowing shall be removed to prevent thatch build up.

*(There rarely is any effort to go back over large clumps of grass after mowing)*

### 4.1.2 Edging

a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all trees rings and planting beds, etc. by the use of a mechanical edger.

c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.







*(Look at the photos. There is no edging performed along planting areas and that is supposed to be done every three weeks at minimum)*

#### 4.1.3 Trimming

All areas inaccessible to mowers, and/or otherwise unmowable due to trees, light poles, chain-link fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed at the same height, same day, in the

same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means.







*(Look at the photos. The pond edges are supposed to be trimmed every day mowing occurs and completed by the end of that day. Those photos show it has been weeks since that was last done and this is the regular way they perform the edge of the pond trimming.)*

#### 4.1.1 Mowing

- a. All lawns, located in developed areas, including St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October and once every other week from November through February. Mowing shall be performed at a minimum frequency of 40 times a year.

- f. Visible clippings after mowing shall be removed to prevent thatch build up.
- h. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

#### 4.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all trees rings and planting beds, etc.  
by the use of a mechanical edger
- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.













*(All of our planting areas have not been edged at all to maintain the shape of the area and to keep the grass and weeds from growing into those areas)*

4.1.4a Weed and Disease Control- is to be applied 2X annually in March & November





































*(Look at the photos. Does anyone not see the massive weeds that are so prevalent throughout our St Augustine turf that there is very little turf any more. If the weed control was applied as scheduled and fertilizer applied as scheduled we would have either thick turf or dirt because the weeds would be dead. How long do you think it has been since weed control was applied to our turf to create turf that looks like this? How much do we pay for the weed control, fertilization, pest control, irrigation and mowing to have this as our St Augustine and Bahia turf?)*

*Stand by because you will learn at the meeting what we pay and you will be shocked at what we pay to maintain this massive amounts of weeds.)*

4.1.5a Fertilization- is to be applied 4X annually in Feb/April/June/September to all St Augustine

Fertilization- is to be applied 3X annually to all Bahia upon Owner request.

(Note: Russ, the then Field Manager, was directed to send an email to request this on 1-12-19)

4.1.6a Pest Control- 4X annually,  
March/May/July/September to all St. Augustine turf  
2X May & July for Bahia turf



*(Fire ant mounds.)*

## 4.2 SHRUB/GROUND COVER CARE

a. Detailing of planted areas shall be performed in a sectional method, with the frequency of 1X every 3-weeks...

4.2.2 Weeding- The Contractor shall be required to maintain all mulched areas free of weeds, to a level that is acceptable to the Owner, by hand pulling...

Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of 1X every 3-weeks.

It shall be weeded once (1) per month in conjunction with its detailing schedule...

Weeds around impervious surfaces shall be sprayed as soon as observed... (crack weeds)











*(frequency of 1X every 3-weeks... The shrubs here did not die within the last three weeks, neither did the branches you see on the ground. Does the mulch look like it has had leaves and other debris removed and the mulch fluffed as stated in the Scope?)*



*(This weed is taller than the shrubs. How long has that been growing there?)*



*(See the tall green shrubs (viburnum shrubs) behind the unkempt row of other shrubs? They are located to the right*

*as you approach the main gate area and they extend all the way to the bridge. We had to pay our current landscape company to prune them down to a manageable height and that cost us around \$12-15K because the previous landscape company did not take care of them and some were almost 30' tall. They are supposed to be pruned at the same time the viburnum shrubs along the boulevard are pruned. At the time we did that in the past Juan asked how high to maintain them and I asked him what he thought so that he could regularly maintain them. He agreed to prune them to a 8' height. I made a stink about them not being maintained just a handful of years ago and they were then trimmed as we agreed. That is the last time they were pruned. How much do you think we pay to have our shrubs pruned? You will lean that at the meeting.)*

#### 4.2.3 SHRUB FERTILIZATION

- a. Fertilizer- 3X annually, February/May/October
- b. Fertilizers shall be applied at a rate of 12 pounds of nitrogen per 1,000 SF of bed area.
- e. Granular fertilizer shall be applied by hand or hand operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days









*(I walk the boulevard (2.75 miles) every other day for years. I regularly look for granular fertilizer around the shrubs as I walk but I have not observed see any in years. I use granular fertilizer on my own shrubs so I know what it looks like and you can see it on the ground for many weeks or more. I grew viburnum hedges like this to chest high in two years by regularly applying granular fertilizer. We have installed new plants following car crashes and other things and many of those plants die, never to be replaced even though they are under warranty, and the ones that lived for a few years are still very small due to lack of fertilization. How much do you think we pay to have that done 3X annually, February/May/October? Don't worry, you will find out at the meeting.)*

#### 4.2.4 SHRUB PEST AND DISEASE CONTROL

a. The Owner shall be notified (1) one week prior to any chemical application

c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February/April/June/August/October/December.

4.2.5 MULCHING- Premium grade pine needle or Pine Bark shall be installed (1) one time a year in November at a depth of 2”.

(NOTE: Originally it was in March however, on 6-19-19 it was changed to November so it was not so close to the beginning of hurricane season)

(NOTE: Chocolate colored mulch was chosen because Juan said it does not float)

(NOTE: We have maps in the contract that shows where the mulch is to be installed)

















*(The mulch around all trees and plantings has been mostly missing throughout the community. The mulch you do see has been there for years. When mulch has been brought in only the trees along the boulevard get any and the planting beds have not. There is supposed to be 2” of mulch placed in those area but areas like along PHR at the front of the community have not been done since before Covid 2019. Recently because I raised the issue a sprinkle of mulch has been laid along the front of the shrubs there but not 2” and since my latest complaint at the last CDD meeting more was placed there, but only in the front of the plants. Much of the rear of the plants has nothing and inside large planting beds there is nothing. The planting areas are defined by map and that includes around our clusters of palms next to our shrubs. Look at the photos, there is no mulch there, just some weeds that have now grown around*



*those palms. How much do you think we pay for that mulch to be installed? You will soon see at the meeting.)*





*(This is the north end of the berm between Patrician and the Lowe's Shipping Center. It is supposed to be covered entirely with 2" of pine straw and as far as the eye can see there is only the remnants of pine straw from years past. The pine straw is supposed to be on each side of the berm because that is all CDD property. On the map there are two other large areas of Brighton Lakes that are required to have pine mulch and they all look just like this area.)*





*(These photos are from the south end of the Lowe's Berm. No pine straw here either. The contract calls for an estimated 1,200 bails of Pine straw in all the areas on the map that require pine straw. How much do you think 1,200 bails of pine straw cost us and multiply that by the number of years the pine straw was never applied? Yes, in the contract we already paid for those 1,200 bails of pine straw each year)*



*(The man in the beige colored home is Jose. When I was there he recognized me from being behind his house in years past checking on the berm. Look at the photo of the plant growth that has now grown into and up the trees on the end of the berm. Jose pointed out that that growth was always maintained until a few years ago when the pine straw stopped and then the maintenance of that area stopped also.)*



*(This is a drainage area between Patrician and Sweetspire, behind the houses. During the wet season, like we have now, this area is very wet and cannot be mowed with*



*machines but is supposed to be knocked down with power tools. In the photos you can see where it has not been knocked down is quite a while and its places is almost chest high. While it is wet in the center of this area I walked around to take those photos where it was dry so others can do so also.)*

4.3 TREE CARE- Tree care shall pertain to all trees located in CDD common areas and rights-of-way.

#### 4.3.1 Tree Pruning

a. Street tree pruning shall occur on all of the trees 2-times per year on a rotating schedule...

Any trees that are being damaged by vehicular traffic due to low hanging branches must be pruned immediately...

b. All street trees shall be pruned over roadways on an as needed basis to a minimum height of 14' to allow emergency vehicle access and minimum height of 8' over

sidewalks for pedestrian access and 5' away from any structure, building, or residences trees shall be pruned away from streetlights to allow proper roadway lighting...

d. Trees located in buffer areas shall be pruned twice (2) a year.

4.3.2 Tree Fertilizer- Trees shall be fertilized as per the requirements of 4.2.3.

## 4.4 IRRIGATION SYSTEM

### 4.4.1 General Requirements

a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractors responsibility, as per Section 2.12.

Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.

b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.

#### 4.4.2 Monitoring/Adjustments

a. The Contractor shall inspect the entire operation of the system no less than once every (2) two weeks. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following daily reports:

Activate each zone of the existing system.

Visually check for and replace any damaged heads or ones needing repair.

Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.

#### 4.5 LITTER REMOVAL

a. All trash receptacles throughout the Project site shall be emptied of trash a minimum of (1) one time per week...

Replacement liners shall be provided by the Contractor. CDD will provide doggie pot bags.

#### 4.6.2 Landscape Areas

Any litter found in planting beds or in turf areas shall be collected and disposed of off-site prior to each mowing cycle.



*(How long do you think that trash has been there are when was the last time areas like this were detailed? Hint: It has been years. How much do we pay to have this work performed? It is in the contract, just wait for the answer.)*

#### 4.6.3 Road Right-of-Way, Ponds, and Parks

Contractor shall monitor all road rights-of-way, storm water ponds, and parks areas (1) one time weekly to collect any litter and dispose the litter off-site.

It is my understanding that the CDD Board claims the Contractor has provided free services to offset the sections of the contract that have not been met.

What is the free work that was performed?

What is the value of the free work that was performed?

What does the CDD Board think is the value of the work that was not performed in accordance with the contract?

Much of the work that has not been performed has been not performed for many years.

Some of the work that has not been performed has not been performed since Covid began in 2019.

I have the dollar amount that this contract assesses to performing the tasks I outlined here.

Those amounts are an annual cost that must be multiplied by the years that have passed since the work started to not be performed.

In addition to the work not performed there is considerable damages that have resulted in the failure to not perform the required work in the contract and those values must be added to this overall total.

The contract has no work in it that is not needed to keep the community in the condition this contract is expected to maintain. Other than a Rainy period that would restrict the Contractor from performing the required work outlined in the contract all other work was required to be performed regularly and in the detail outlined in the contract.

I am open to listening to all the free work that was provided to hear that it evenly offset all the work that has not been provided for a long time now. When you see how much the contract states we pay for each of those tasks I anticipate you will not come close to showing a balance on this issue. Remember, this has been going on for years.

What is the resolution expected here? The Board must justify to the residents that what they paid for has been received. How you will do that is up to you, but it does need to be done.

What needs to be done in the future? The concept that it is OK to not first determine all contract requirements were met and then pay a vendor the agreed upon contract amount is unacceptable.

**Suggestion:** The Management Company should extract from the Scope of Services and the contract itself what work is supposed to have occurred since the last CDD meeting (Similar to what you see I have done here) and have a check off form from the Field Manager that has inspected the work and noted that each task has been preformed properly and those documents need to be dated and present in the Agenda Package.

That is what we pay Inframark for, to manage the operations of all vendors in our community. Only then should the Board approve the payment to any Contractor and not continue to just pay them as if they did the work, as we do now.

Page 3 of the Landscape & Irrigation Maintenance Service Agreement states: The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month...

After reviewing all the documentation I have provided here, including photographs showing the work not performed, how can you conclude the requirements of the contract and Scope of Services have been met?

**You live here.** You drive up and down the community and have the opportunity to see for yourself the conditions we have in our community.

Get out of the car and look for yourself but first familiarize yourself with the requirements of the Scope of Services so you know what was supposed to have been performed and what services we pay for and are not receiving.



The 751 homesteads in Brighton Lakes that fund the CDD to hire all our vendors and I appreciate your time to consider a real solution.

Respectfully submitted,  
Gerry Frawley

**AGREEMENT BETWEEN BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT AND SITEX AQUATICS FOR THE PROVISION OF AQUATIC MAINTENANCE SERVICES**

This Agreement (the "Agreement") is made and entered into as of the 1<sup>st</sup> day of April, 2018, by and between:

**Brighton Lakes Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida and whose mailing address is 313 Campus Street, Celebration, Florida 34747 (the "District"); and

**Sitex Aquatics, LLC**, a Florida limited liability company, whose address is 7643 Gate Parkway, Suite 104-127, Jacksonville, Florida 32256 (the "Contractor").

**RECITALS**

**WHEREAS**, the District was established to plan, construct, install, acquire, finance, manage, and operate public improvements and community facilities pursuant to Chapter 190, *Florida Statutes*.; and

**WHEREAS**, the District has a need to retain an independent contractor to provide aquatic maintenance services for nine (9) lakes located within the boundaries of the District; and

**WHEREAS**, the Contractor submitted a proposal and represents that it is qualified to serve as an aquatic maintenance contractor and provide such services to the District.

**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. MANNER OF CONTRACTOR'S PERFORMANCE.**

**A.** The Contractor shall provide the specific aquatic maintenance services as shown in **Exhibit A**, attached and incorporated herein (the "Services") within the nine (9) lakes within the District as identified in **Exhibit B**, attached and incorporated herein.

**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 including the Florida Friendly green industry standards of the Florida Department of Environmental Protection. Any

additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.

1. At no time shall the Contractor utilize any products, compounds, or materials that contain copper in any form in any of the water bodies within the project area unless such products, compounds, or materials are specifically approved for usage in water bodies by both the U.S. Environmental Protection Agency and the State of Florida. Usage of such products, compounds, or materials must also be in compliance with applicable Southwest Florida Water Management District ("SWFWMD") rules and any and all SWFWMD permits issued to the District.
  2. Contractor shall ensure that employees who work with registered and restricted-use herbicides are certified as to qualifications for handling and applying material safely and correctly in accordance with the Florida Pesticide Law administered by the Florida Department of Agriculture and Consumer Services. Due to the presence of wetlands, such employees shall possess a Florida Aquatic Pesticide License and other applicable certifications. The Contractor shall also be familiar with the Fish and Wildlife Conservation Commission's Chapter 68F-20: Aquatic Plant Management Permits. Prior to the utilization of herbicides on site, the Contractor will furnish to the District, copies of all required licenses and applicable permits for treatment and/or removal of aquatic plants in waters of the State. The Contractor shall at all times abide by each herbicide label.
- 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 and the District's Field Inspector. 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 Services set forth in **Exhibit A**. 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 Services described in this Agreement and **Exhibit A**, the District shall pay Contractor a one-time start-up fee of Three Thousand Nine Hundred Dollars (\$3,900.00). Thereafter, the District shall pay Contractor One Thousand Nine Hundred Fifty Dollars (\$1,950.00) per month, which amount includes all tools, labor, and materials necessary to complete the Services, for an annual amount not-to-exceed Twenty-Five Thousand Three Hundred Fifty Dollars (\$25,350.00) for the first year of Services. The District shall pay Contractor an annual amount not-to-exceed Twenty-

Three Thousand Four Hundred Dollars (\$23,400.00) for each year of Services provided after the first year. The term of this Agreement shall be from April 1, 2018 through March 31, 2019, and shall automatically renew for two (2) additional one-year terms unless terminated earlier in accordance with the terms of this Agreement.

- A. If the District should desire additional work or services not provided in **Exhibit A**, 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 as set forth in Section 4 herein.
- B. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that 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.
- C. 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 forty-five (45) days of receipt by the District, or in accordance with Florida's Prompt Payment Act, whichever is sooner. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 4. CHANGE ORDERS.** Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service represents a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor.

**SECTION 5. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of the 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 (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
Pollution Liability	\$1,000,000
Herbicide/Pesticide Applicators Coverage	\$1,000,000

Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

**SECTION 6. 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 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 7. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.** 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 8. 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 9. 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 substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 10. 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 11. 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 12. 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 District:** Brighton Lakes Community Development District  
313 Campus Street  
Celebration, Florida 34747  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Sitex Aquatics, LLC  
7643 Gate Parkway, Suite 104-127

Jacksonville, Florida 32256  
Attn: Joseph T. Craig

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 13. 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 14. 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 15. 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 16. 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. Venue shall be in Osceola County, Florida.

**SECTION 17. INDEMNIFICATION.**

- A. Contractor, its employees, agents and subcontractors 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, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 18. 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 19. 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 offsets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 20. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 21. 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 Sandra Demarco ("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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747; (407) 566-1935; Sandra.Demarco@STServices.com**

**SECTION 22. 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 23. 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.

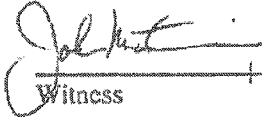
**SECTION 24. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. To the extent that any of the terms of this Agreement are determined to conflict with any terms included in the attached Proposal, the terms of this Agreement are agreed and deemed to be controlling.

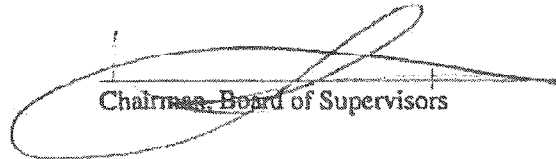
[SIGNATURES ON NEXT PAGE]

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

ATTEST:

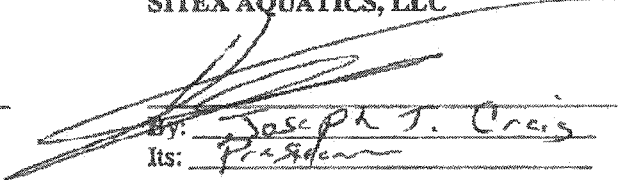
BRIGHTON LAKES COMMUNITY  
DEVELOPMENT DISTRICT

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Chairman, Board of Supervisors

SITEX AQUATICS, LLC

\_\_\_\_\_  
Witness

  
By: Joseph J. Craig  
Its: President

- Exhibit A: Proposal/Scope of Services
- Exhibit B: Map of Lakes

**Exhibit A**  
**Proposal/Scope of Services**



7643 Gate Parkway  
 Suite 104-127  
 Jacksonville, FL 32256  
 407-717-5851

**Aquatic Management Agreement**

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Brighton Lakes CDD hereafter called "customer"

Customer: Brighton Lakes CDD  
 C/O: Inframark  
 Contact: Mrs. Maria Fuentes  
 Address: 313 Campus St, Celebration, FL 34747  
 Email: Maria.Fuentes@inframark.com  
 Phone: 407.709.0205

- Sitex agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this agreement in the following sites:

Nine (9) Lakes @ Brighton Lakes Community located in Kissimmee, FL (see attached map)

- Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:
 

1. Shoreline Grass and Blush Control	Included
2. Underwater, Floating and Algae Treatment	Included
3. All Services Performed by State Licensed Applicator	Included
4. Treatment Report Issued After Each Visit	Included
5. Use of EPA Regulated Materials Only	Included
6. Callback service as needed	Included

Service shall consist of Twelve (12) treatments per year.

- Customer agrees to pay Sitex the following amount during the term of this agreement

The terms of this agreement shall be: 4/01/18 thru 4/01/19  
 Agreement will automatically renew as per Term and Conditions

Start-up charge:	<u>\$3,900.00</u>
Monthly Service Amount:	<u>\$1,950.00</u>
<b>Total 1<sup>st</sup> year Cost:</b>	<u><b>\$25,350.00</b></u>
<b>Total Annual cost after 1<sup>st</sup> year</b>	<u><b>\$23,400.00</b></u>

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

- Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Submitted: Joe Craig      Date: 3/1/18

Accepted      Date:

Joseph T. Craig  
 President

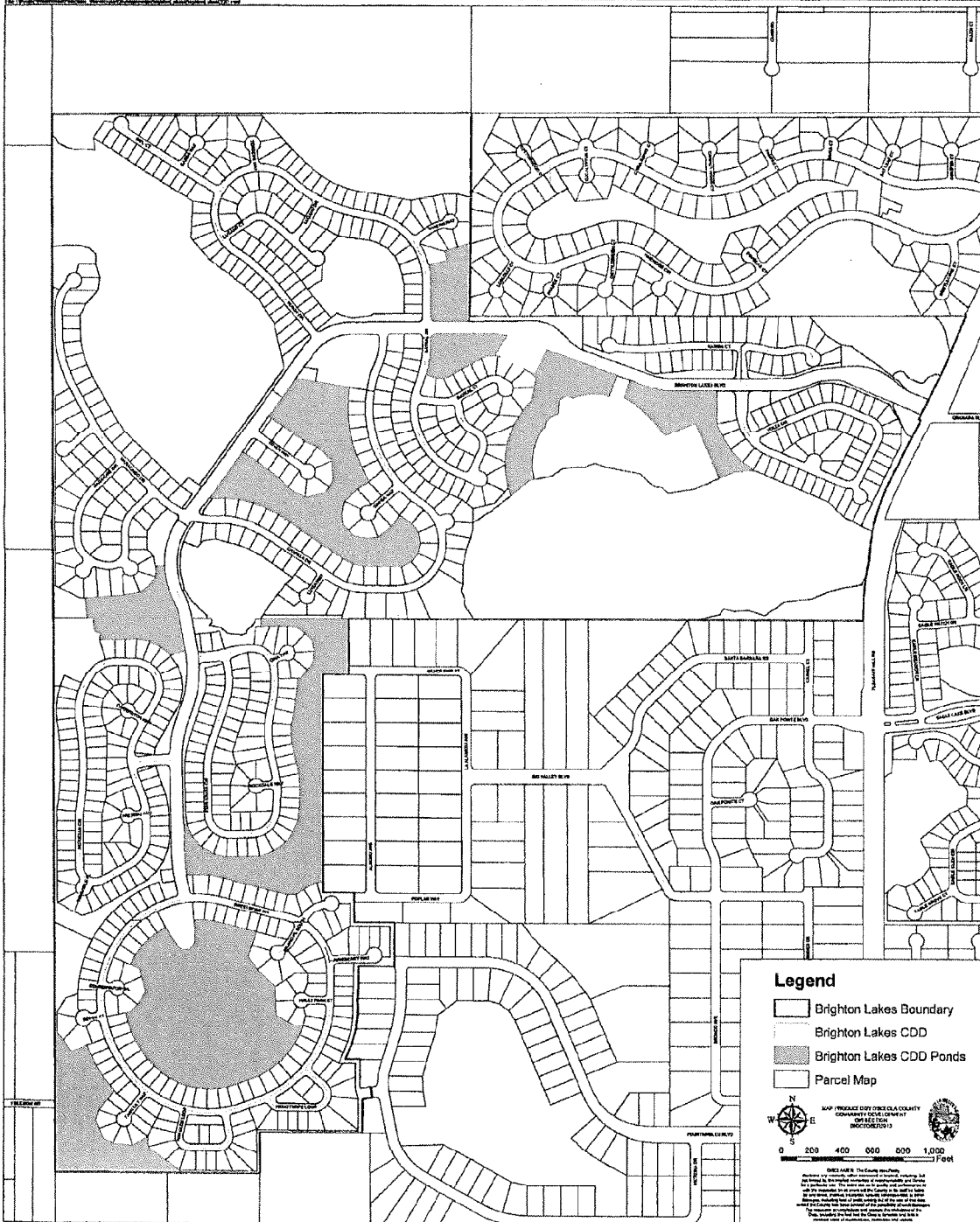
\_\_\_\_\_  
 Customer



### Terms and Conditions

- Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated though an addendum.
- The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30<sup>th</sup> of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.
- This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.
- Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.
- Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination. If cancellation does occur, there may be a start-up charge of fifty percent (50%) of the normal monthly investment of each month that service is suspended.
- Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
- Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.
- It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.
- Sitex shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability. A Certificate of Insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage.
- This Agreement shall be governed by the laws of the state of Florida.

# Brighton Lakes Community Development District



**Exhibit B**  
**Map of Lakes**



5273 Giron Cir  
Kissimmee, FL 34758

813.558.2125  
www.sitexaquatics.com

# Aquatic Management Agreement

*This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Brighton Lakes CDD hereafter called "customer"*

**Customer:** Brighton Lakes CDD  
**C/O:** Inframark  
**Contact:** Mr. Freddy Blanco  
**Address:** 313 Campus St Celebration, FL 34747  
**Email:** Freddy.Blanco@Inframark.com  
**Phone:** 407.566.1935

*Sitex agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this agreement in the following sites:*

Nine (9) Ponds (51 acres) located at the Brighton Lakes Community in Kissimmee, FL (see attached map)

*Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:*

- |  |          |
|--|----------|
| 1. Shoreline Grass and Brush Control                   | Included |
| 2. Underwater, Floating and Algae Treatment            | Included |
| 3. All Services Performed by State Licensed Applicator | Included |
| 4. Treatment Report Issued After Each Visit            | Included |
| 5. Use of EPA Regulated Materials Only                 | Included |
| 6. Algae callback service as needed                    | Included |
| 7. Non-construction Trash                              | Included |

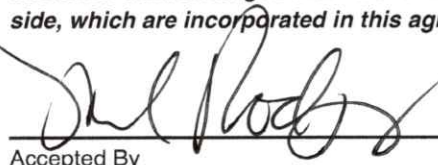
*Service shall consist of Twenty-Four (24) treatments a year as needed.*

*Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 08/01/22 thru 08/01/23 Agreement will automatically renew as per Term and Conditions:*

**Total Monthly Service Amount:** \$2,690.00  
**Total Annual Maintenance Cost:** \$32,280.00

*Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.*

*Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.*

  
Accepted By

Date



President, Sitex Aquatics llc.

07/13/2022

Date



**AGREEMENT BETWEEN THE BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT AND MAGNOSEC CORP., REGARDING THE PROVISION OF SECURITY SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between:

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is 313 Campus Street, Celebration, Florida 34747 (the “District”); and

**MAGNOSEC CORP.**, a Florida corporation, with a mailing address of 600 N. Tracker Avenue, Suite D35, Kissimmee, Florida 34741 (“Contractor,” together with District the “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* (the “Act”), by ordinance adopted by Osceola County, Florida; 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 security services for District facilities, including the Clubhouse and pool, located within the District (the “Facilities”); and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide security 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 security 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 SECURITY SERVICES.** The Contractor will provide Services for the Facilities within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services as scheduled in the schedule of services, attached as **Exhibit A**. 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 seventy-two (72) hours. Requests for additional time to repair damages are subject to District approval in writing.

#### **SECTION 5. COMPENSATION; TERM.**

**A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor a regular rate of Nineteen Dollars (\$19.00) per hour worked, or a holiday rate of Twenty Eight Dollars and Fifty-One Cents (\$28.51) per hour worked, pursuant to the schedule of services identified in **Exhibit A**. The number of regular hours billed to the District shall not exceed 2,848 hours per calendar year (56 hours per week/7 days per week), for a total yearly payment of Fifty-Four Thousand One Hundred Twelve Dollars (\$54,112.00). The number of holiday hours billed to the District shall not exceed 192 hours per calendar year (8 days per year), for a total yearly payment of Five Thousand Four Hundred Seventy Three Dollars and Six Cents (\$5,473.06). The term of this Agreement shall be from the May 5, 2022 through May 4, 2023, unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms on September 30, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

**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. The Contractor shall invoice the District for all services performed and any other sums due to the Contractor on a semi-monthly basis. 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.
- 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.**

- A.** 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 or Contractor 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.
- B.** Notwithstanding anything in the Agreement to the contrary, the District reserves

the right to terminate the Agreement immediately for any reason related to COVID-19, including but not limited to a reported positive case of COVID-19 at the Facilities, an increase in COVID-19 cases in the community at large, failure to follow the requirements in this Agreement, or governmental orders or policies making it impractical, infeasible, or inadvisable to allow group activities or events at the Facilities.

**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 entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such 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:** Brighton Lakes  
Community Development District  
313 Campus Street  
Celebration, Florida 34747  
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:** Magnosec, Corp.  
600 North Thacker Avenue  
Suite D35  
Kissimmee, Florida 34741  
Attn: Lemuel Rivera

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 Osceola 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 **Sandra DeMarco** (“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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT SANDRA.DEMARCO@INFRAMARK.COM, OR 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747.**

**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.

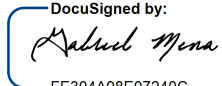
**SECTION 29. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

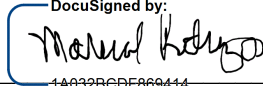
**SECTION 30. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *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.

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

Attest:

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**

DocuSigned by:  
  
FE304A98E07240C...  
\_\_\_\_\_  
Secretary/Assistant Secretary

DocuSigned by:  
  
1A032BCDF869414...  
\_\_\_\_\_  
Chairman, Board of Supervisors

**MAGNOSEC, CORP.**

  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

By: Lemuel Rivera

Its: President

\_\_\_\_\_  
(Print Name of Witness)

Date: 08/5/2022

**Exhibit A:** Schedule of Services

## Exhibit A

### Schedule of Services

The Contractor agrees to provide the following Services:

- The Contractor will provide security officers to monitor the capacity limits, enforce all of the District's Pool Rules and Amenity Center Policies, and provide monitoring of the Facility's entry gates. The Contractor will also provide one (1) CPR informational course per year at no additional cost to residents of the community and a certification course to limited staff and Supervisors of the Board at no additional cost to the District.
- *Schedule.* The schedule shall be agreed upon separately in writing by the Contractor and District and subject to seasonal change.
- *Reports.* Contractor will provide reports of incidents. These reports shall include summaries of all incidents that occur while the guard is on duty, descriptions of all documents received, and, if applicable, descriptions of all documents issued by Contractor.
- *Attendance at Meetings.* Contractor shall attend District meetings.
- *Investigation and Report of Accidents/Claims.* Contractor shall promptly provide a full written report as to all accidents or claims for damage including any damage or destruction of property and shall cooperate and make any and all reports required by any insurance company or District in connection therewith.
- *District Facilities.* All access control equipment will be maintained in proper working condition by District. Any problems with equipment function will be noted and reported to District immediately.
- *Personnel.* Contractor, as an independent contractor, shall be solely responsible for hiring, training, and administration of its personnel, as necessary, to produce and maintain highly motivated, responsible, and professional security personnel. Contractor shall not permit any of its personnel to perform services for District unless reference, background, and criminal records checks have been completed on said personnel.

### Security Personnel

- At all times, security personnel shall maintain a professional appearance and demeanor and address persons in a COURTEOUS and RESPECTFUL manner.
- All security personnel will become familiar with and have an operating knowledge of the emergency procedures, life safety systems, fire alarm systems, and access control systems of District's facilities.

- Daily Logs will be completed for each shift.
- Daily inspections of on-duty security personnel will be made by Contractor's supervisory personnel. These reviews will be conducted to ensure the following:
  - All assigned security personnel are on duty.
  - All assigned security personnel are properly uniformed.
  - All assigned security personnel fully understand the duties associated with their post.





License # B1700193  
600 N Thacker Ave.  
Suite D35,  
Kissimmee, FL 34741  
888-883-5877

## CONTRACT and AGREEMENT for SECURITY SERVICES

This Agreement for Security Services (the “Agreement”) is made by and between representants of Brighton Lakes Community Development (hereinafter the “Client”), and Magnosec, Corp, a Florida Corporation, with its principal office located at 600 North Thacker Ave, Suite D35, Kissimmee, FL 34741, FL State License # B1700193, (hereinafter the “Company”).

WHEREAS, the Client finds that the Company is willing to perform certain security related tasks hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be a benefit to Client’s community.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

### 1. SERVICES

1.1 Services to Client. The Company shall provide Security Services (“Services”) to the Client for a Twelve (12) months term. Services to be provided to client are more specifically identified below and in line with the Proposal for Services:

- A) Company's officers will provide security to Client to deter crime, nuisance and disorder, and ensure a safe and pleasant environment for all of the residents, owners and guests in the communal area; and
- B) Company will work with the Client's representatives to ensure that all applicable Federal, State and local By-Laws are upheld in a fair and even manner with any breaches being reported in an appropriate and timely fashion; and
- C) Company will assist and cooperate with any Law Enforcement or other Emergency Service personnel as necessary, offering their services as a point of contact if required; and
- D) Company's officers will make physical on foot inspections of the facilities ensuring that these areas are being used appropriately, to deter criminal activity and are free from damage; and
- E) Company's officers will secure/lock the facilities, as so required, as part of their patrol duties; and
- F) Company will work with the Client to ensure that, as requested and appropriate, recorded deed restrictions and Board adopted rules and regulations are adhered to and if necessary, will gather photographic evidence, and advise residents as to appropriate compliance; and
- G) The on-duty security officer will bring any issues deemed serious to the immediate attention of the appropriate Client representative, including urgent maintenance issues such as inoperative lights, water leaks etc.; and
- H) Company and its staff will undertake any other lawful requests made by the Client within its remit as a private security provider; and
- I) All scheduled security services will be personally managed and directed by Mr. Lemuel Rivera or designated member; and
- J) Company shall provide Client with a toll-free telephone number to enable contact with Mr. Lemuel Rivera or a designated member of staff 24 hours per day, 365 days per year; and
- K) Company will provide a professional and courteous security officer to patrol the community facilities. All personnel will wear a corporate uniform and name badge; and
- L) Company will provide an unarmed uniformed security officer for 56 hours per calendar week.

M) Company will provide a \$1,000,000 General Liabilities Insurance, and \$1,000,000 Workers Compensation Insurance.

## 2. PAYMENT AND INVOICING TERMS.

2.1 Payment for Services. The Company will be compensated as follows:  
Company will invoice the Client every two-week based on the contracted hours at a rate of \$21.00 per hour inclusive of all fees, insurances, and services. Sales tax isn't included.

What else is included for the same price? (**Over \$10,000 discounted every year!**)

- 24/7 Customer Service & Supervision
- Supervisor Roving Patrol in the area with Security Lights On (\$35 per hour + taxes waived)
- On the Job Training to our Security Officers
- Employee Performance Tracking System through Checkpoints, GPS & Geo-fence Alert
- Security Online Platform Reporting Set Up (\$250.00 waived)
- Real-Time Security Online Platform: Includes guard management system, reporting, post order compliance with workflow, and smartphone (\$199.00 a month + taxes waived)
- Editor Manager to review the reports and admin fee (\$1 per hour + taxes waived)
- Daily / Weekly / Monthly / Quarterly / Yearly incident reports
- Direct access to the owner as a deeper service for faster response
- Security Advice: When security challenges are in line, the proper advice of a former law enforcement and security instructor can be decisive to mitigate real situations - **Priceless**
- MagnoSec guarantees the service, or you don't pay

Designated Public Holidays (New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day) will be invoiced at the rate of 1.5 (one and one half) of the regular contracted hourly rate.

Invoiced services are to be paid within 15 days of receipt.

## 3. CHANGES

Client may, with the approval of the Company, issue written directions of any services to be ordered. Such changes (the "Change Order") may be for additional work, but no change will be allowed unless agreed by the Company in writing. Change requests are for additional work that may be submitted on Client Letterhead signed by an authorized representative of the Client who is able to enter into a binding agreement with the Company. If there's an emergency extra service requested, not part of the shifts already established are not guaranteed, but we will do our best to assist, and it will be invoiced at the rate of 1.5 (one and one half) of the regular contracted hourly rate.

## 4. LICENSING

All security officers employed by Company are fully trained and maintain a Class D Security License issued by the Florida State Department in accordance with Florida State Statute Chapter #493. Company shall maintain all licenses as may be required by law for the providing of Company services, which shall also include any required business or operational licenses.

## 5. DAMAGE TO CLIENT PROPERTY

Company shall be solely responsible for the repair of any and all damage caused by Company in performance of its duties hereunder or otherwise. Repairs shall be made promptly in a manner acceptable to the Client. Company will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to, the prevention of damage, injury or loss to all persons who may be affected by the performance of its operations, including its own employees.

## 6. MISCELLANEOUS

6.1 Insecurity and Adequate Assurances. If reasonable grounds for insecurity arise with respect to in Client's ability to pay for the Services in a timely fashion, the Company may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. A 5% late fee will be applied monthly after 30 days due, without exceeding the annually rate established by Florida law. Unless Client provides the assurances in a reasonable time and manner acceptable to the Company, in addition to any other rights and remedies available, Client may partially or totally suspend its performance while awaiting assurances, without Liability to Client.

6.2 Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including and such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.3 Modification and Waiver. Waiver of breach of this Agreement by either party shall not be considered a waiver of any subsequent breach.

6.4 Independent Contractor. Company shall perform all services solely as an independent contractor and shall not be considered an employee of the Client or under Client's supervision or control. This Agreement is not intended, and shall not be construed, to create a relationship of agent, servant, employer/employee, partnership, joint venture, or

association of any kind as between Client and Company. Company shall be responsible for his own taxes and will receive a 1099 IRS form for filing at the end of the year.

6.5 Notices. All notices or communications hereunder shall be in writing, sent by courier, e-mail or the fastest possible means, provided that the recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address provided or such other address as may be specified in a written notice in accordance with this section.

Any party may, by giving notice in accordance with this section to the other parties, designate another address or person or entity for receipt of notices hereunder.

6.6 Assignment. This Agreement is not assignable or transferable by Client. This Agreement is not assignable or transferable by the Company, except in the case of complete and wholesale of the Company, without the written consent of the Client, which consent shall not be unreasonably withheld or delayed.

6.7 Disputes. The Company and the Client recognize that disputes arising under this Agreement are best resolved at the working level by the Client and the Company. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, the Company and the Client agree that any remaining conflicts arising out or relating to this Contract shall be submitted to non-binding mediation unless the Company and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement. The resolution of disputes shall be conducted within 30 days.

6.8 Section Headings. Title and headings of sections of this Agreement are for convenience of reference only.

6.9 Representations; Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full rights and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement shall be executed by original signature of each party.

6.10 Residuals. Nothing in this Agreement or elsewhere will prohibit or limit the Company's ownership and use of ideas, concepts, know-how, methods, data, techniques, skill and knowledge and experience that were used, developed or gained in connection with this Agreement. The Company and Client shall each have the right to use all data collected or generated under this Agreement.



6.11 Security Officers. All security officers are further vetted, and subject to criminal and credit background checks, and random drug and alcohol testing programs. Officers will be professional, courteous, and fully trained to perform their specific duties. The Company's officers will not engage in or display any behavior that may be construed to be derogatory or inflammatory in nature regarding any race, color, religion or persuasion of any nature whatsoever. The Company's officers will not become confrontational towards residents, owners or guests under any circumstances.

6.12 Cooperation. Client will cooperate with the Company in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. Client agrees that the Company's performance is dependent on Client's timely and effective cooperation with the Company. Accordingly, Client acknowledges that any delay by Client may result in the Company being released from an obligation or scheduled deadline or in Client having to pay extra fees for the Company's Agreement to meet a specific obligation or deadline despite the delay.

To maintain the good relations, and avoid conflict of interests, both parties agree to not directly or indirectly hire any employee, security officer, or personnel of the other party while working together, except six (6) months after this agreement end, without a written consent. In case that this happens, the party who did, agrees to pay 20% of the yearly billable rate per person hired to the other party for the cost of recruiting, training, preparation, etc.

6.13 Governing Law and Construction. This Agreement will be governed by and construed in accordance with the Laws of Florida, without regard to the principles of conflict law. The language in this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party. Each party (i) agrees that any action arising out of or in connection with this Agreement shall be brought solely in the Courts of the State of Florida, in Orange or Osceola County, or the United States Middle District Court of Florida, (ii) hereby consents to the jurisdiction of the Courts of the State of Florida and the United States Middle District of Florida Court, and (iii) agrees that, whenever a party is requested to execute one or more documents evidencing such consent, it shall do so immediately.

6.14 Compliance with Law. Company agrees to be bound by and to comply with all applicable federal, state and local laws and applicable regulations and governmental directives as they pertain to the performance of this Agreement.

6.15 Interpretation. No provision of this Agreement is to be interpreted for or against either party, as both parties agree that this Agreement was negotiated and drafted after discussions by both parties hereto.

6.16 Entire Agreement Survival. This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between the Client and the Company respecting the subject matter hereof. This Agreement may only be amended in writing executed by the parties hereto.

6.17 Force Majeure. The Company shall not be responsible for delays (including any delay by the Company to make progress in the prosecution of any Services) if such delay arises out of cause beyond its control. Such causes may include, but are not restricted to, Acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, special outages, computer or communications failures, and/or severe weather.

6.18 Use By Third Party. Worked performed by the Company pursuant to this Agreement is only for the purpose intended and may be misleading if used in another context. Client agrees not to use any documents produced under this Agreement for anything other than the intended purpose without the Company's written permission. This Agreement shall, therefore, not create any rights or benefits to parties other than to the Client and the Company.

6.19 Termination of Contract. Either party may terminate this Agreement at any time provided that they give the other party a thirty (30) day written notice prior to the effective termination date. Client also has the right to immediately terminate the Agreement for failure to correct non-performance issues after a fifteen (15) day notice and opportunity to cure period. Upon termination, Company shall be entitled to compensation that has yet to be paid by Client for services performed up to and including the date of termination by prorating this Agreement from the date of commencement through the termination date.

6.20 Disputes/Attorneys' Fees. If any legal action, proceeding, or hearing is brought by either party to enforce the terms and conditions of this Agreement, then the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs incurred at trial and all appellate levels, including bankruptcy proceedings.

This Agreement represents the party's entire understanding and supersede any prior Agreement. The parties acknowledge that there are no other understandings between them in this regard, except as may be evidenced by written memorandum. This contract commences on \_\_\_\_\_, year 2023 and ends on \_\_\_\_\_, year 2024. After this date, the contract remains under the same conditions, until someone decides to cancel it through written notice, or a contract is made for extension/edition.

7.0 GENERAL PROVISIONS

7.1 These Conditions (together with the terms set out in the Proposal) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. The company is not responsible for occurrences that aren't stated in this agreement.

7.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

7.3 No failure or delay by either party in exercising any of its rights under these Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

7.5 Any agreement to which these Terms and Conditions apply shall be governed and construed in accordance with Florida Legislation, and the parties agree to submit to the exclusive jurisdiction of the State of Florida.

In witness whereof the parties hereto have accepted and made and executed this Agreement as of the signature dates below.

CLIENT:  
Brighton Lakes Community Dev. District

COMPANY:  
MagnoSec, Corp.

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

Printed Name:

Printed Name: Lemuel Rivera

Position:

Position: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_