



Rizzetta & Company

New Port Corners Community Development District

Board of Supervisors' Meeting

February 10, 2026

**District Office:
5844 Old Pasco Road Suite 100
Wesley Chapel, FL 33544
813.533.2950**

newportcornerscdd.org

NEW PORT CORNERS COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, 5844 Old Pasco Road Suite 100, Wesley Chapel, FL 33544

District Board of Supervisors	Kelly Evans	Chair
	Lori Campagna	Vice-Chair
	Jacob Walsh	Assistant Secretary
	Bradley Gilley	Assistant Secretary
	Momo Bautista	Assistant Secretary
District Manager	Scott Brizendine	Rizzetta & Company, Inc.
District Counsel	John Vericker	Straley, Robin & Vericker
District Engineer	Brian Surak	Clearview Land Design

All Cellular phones and pagers must be turned off while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

NEW PORT CORNERS COMMUNITY DEVELOPMENT DISTRICT

District Office – Wesley Chapel, Florida (813) 994-1001
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614
www.newportcornerscdd.org

February 3, 2026

Board of Supervisors
New Port Corners Community
Development District

FINAL AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the New Port Corners Community Development District will be held on **Tuesday, February 10, 2026 at 9:00 a.m.**, or immediately after the SageBrush CDD meeting at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, FL 33558. The following is the agenda for the meeting:

BOS MEETING:

1. **CALL TO ORDER**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of Board of Supervisors Regular Meeting Minutes for January 13, 2026 Tab 1
 - B. Ratification of Operation & Maintenance Expenditures for December 2025..... Tab 2
4. **BUSINESS ITEMS**
 - A. Consideration of Landscape and Irrigation Maintenance Services Agreement Tab 3
 - B. Ratification of Field Services Contract..... Tab 4
 - C. Consideration of Resolution 2026-02; Appointing Assistant Secretary..... Tab 5
5. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager Report..... Tab 6
 - i. Review of 4th Quarter Website Audit Report Tab 7

6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,
Scott Brizendine
Scott Brizendine
District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**NEW PORT CORNERS
COMMUNITY DEVELOPMENT DISTRICT**

The regular Meeting of the Board of Supervisors of New Port Corners Community Development District was held on **Tuesday, January 13, 2026, at 9:46 a.m.** at the Hilton Garden Inn, 2155 Northpointe Parkway, Lutz, FL 33558.

Present and constituting a quorum:

Kelly Evans	Chair
Lori Campagna	Vice Chair
Bradley Gilley	Assistant Secretary
Jacob Walsh	Assistant Secretary
Momo Bautista	Assistant Secretary <i>(joined in progress)</i>

Also present were:

Scott Brizendine	District Manager, Rizzetta & Company
Lisa Castoria	District Manager, Rizzetta & Company
John Vericker	District Counsel, Straley Robin Vericker
KC Hopkinson	District Counsel, Straley Robin Vericker

Audience: **None**

FIRST ORDER OF BUSINESS

Call to Order

Mr. Brizendine opened the meeting at 9:46 a.m.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience members present.

THIRD ORDER OF BUSINESS

**Consideration of Board of Supervisors
Meeting Minutes for December 9, 2025**

On a Motion by Mr. Gilley, seconded by Ms. Evans, with all in favor, the Board of Supervisors approved minutes of the Board of Supervisors meeting on December 9, 2025, as presented, for the New Port Corners Community Development District.
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NEW PORT CORNERS COMMUNITY DEVELOPMENT DISTRICT
January 13, 2026 – Meeting of Minutes
Page 2

FOURTH ORDER OF BUSINESS

**Ratification of Operation &
Maintenance Expenditures for
November 2025**

On a Motion by Ms. Evans, seconded by Mr. Walsh, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures for November 2025 (\$33,137.10), as presented, for the New Port Corners Community Development District.

FIFTH ORDER OF BUSINESS

**Ratification of Construction
Requisition #1**

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors ratified the Construction Requisition, for the New Port Corners Community Development District.

SIXTH ORDER OF BUSINESS

**Appointment of New Board
Supervisor Seat 3 (2025-2028)**

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors appointed Momo Bautista to Seat 3 for a term of (2025-2028), for the New Port Corners Community Development District.

Ms. Bautista was sworn in and accepted compensation.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report. Ms. Evans requested an update on the expansion process and stated purchasing Phase III is estimated to close April 3, 2026. This land should be included in the expansion. Ms. Evans would like to have a kick-off call with the team in March. Counsel recommended including the resolution approving the expansion on the February agenda. Ms. Evans requested that Straley Robin Vericker handle the submission of the expansion petition.

B. District Engineer

No report.

C. District Manager

The next regular meeting will be on February 10, 2026, at 5:00 p.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, Florida 33558.

NEW PORT CORNERS COMMUNITY DEVELOPMENT DISTRICT
January 13, 2026 – Meeting of Minutes
Page 3

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors approved to hold the February 10, 2026 meeting at 9:00 a.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, Florida 33558, for the New Port Corners Community Development District.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

Ms. Evans stated the landscape acceptance walk is scheduled for January 23, 2026. We will need a proposal for landscape maintenance from Steadfast for the February 10, 2026 CDD meeting.

NINTH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Evans, seconded by Mr. Gilley, with all in favor, the Board of Supervisors adjourned the meeting at 9:54 a.m., for New Port Corners Community Development District.

Assistant Secretary

Chairman / Vice-Chairman

Tab 2

NEW PORT CORNERS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures Presented For Board Approval December 2025

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2025 through December 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:

\$ 24,928.15

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

New Port Corners Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bradley Gilley	300080	BG120925-649	Board of Supervisors Meeting 12/09/25	\$ 200.00
Gig Fiber, LLC	300084	5816	Solar Lighting 12/25	\$ 8,200.00
Jacob Walsh	300081	JW120925-649	Board of Supervisors Meeting 12/09/25	\$ 200.00
Kelly Evans	300082	KE120925-649	Board of Supervisors Meeting 12/09/25	\$ 200.00
Lori Campagna	300083	LC120925-649	Board of Supervisors Meeting 12/09/25	\$ 200.00
Rizzetta & Company, Inc.	300077	INV0000100275	Preparation of boundary amendment SERC 06/25	\$ 3,500.00
Rizzetta & Company, Inc.	300078	INV0000105344	Accounting Services 12/25	\$ 4,100.00
Sitex Aquatics, LLC	300085	10359-b	Monthly Lake Maintenance 11/25	\$ 1,724.00
Sitex Aquatics, LLC	300079	10458-b	Monthly Lake Maintenance 12/25	\$ 1,724.00
Straley Robin Vericker	300086	27276	Legal Services 09/25	\$ 2,915.25
Straley Robin Vericker	300086	27625	Legal Services 11/25	<u>\$ 1,964.90</u>
Total				<u>\$ 24,928.15</u>

NEW PORT CORNERS CDD
Meeting Date: December 9, 2025

SUPERVISOR PAY REQUEST

Name of Board Supervisor	Check if Paid
Kelly Evans	<input checked="" type="checkbox"/>
Lori Campagna	<input checked="" type="checkbox"/>
Jacob Walsh	<input checked="" type="checkbox"/>
Bradley Gilley	<input checked="" type="checkbox"/>

(*) Does not get paid

NOTE: Supervisors are only paid if checked present.

EXTENDED MEETING TIMECARD

Meeting Start Time:	9:45
Meeting End Time:	9:49
Total Meeting Time:	:04

Time Over _____ (3) Hours:	
------------------------------	--

Total at \$175 per Hour:	\$0.00
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ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.700
Mileage to Charge	\$0.00

DM Signature: _____



Gig Fiber, LLC
2502 N Rocky Point Dr
Ste 1000
Tampa, FL 33607
813-800-5323

INVOICE



Invoice #:	5816
Invoice Date:	12/01/25
Amount Due:	\$8,200.00

Bill To:

New Port Corners CDD
United States

Due Date
12/31/25

Item	Description	Quantity	Price	Amount
Solar Equipment Lease Income	New Port Corners CDD - Phase 1_Dec 2025	164	\$50.00	\$8,200.00

Subtotal:	\$8,200.00
Sales Tax:	\$0.00
Total:	\$8,200.00
Payments:	\$0.00
Amount Due:	\$8,200.00

Make Payable to Gig Fiber LLC

To pay online, go to <https://app02.us.bill.com/p/streetleaf>

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
6/23/2025	INV0000100275

Bill To:

New Port Corners CDD
3434 Colwell Ave
Suite 200
Tampa FL 33614

[illegible]

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
12/2/2025	INV0000105344

Bill To:

New Port Corners CDD
3434 Colwell Ave
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
December	Upon Receipt	00649

[illegible]

INVOICE

Sitex Aquatics, LLC
PO Box 917
Parrish, FL 34219

office@sitexaquatics.com
+1 (813) 564-2322



Bill to

New Port Corners CDD
Rizzetta & Company
3434 Colewell Ave Suite 200
Tampa, FL 33614

Invoice details

Invoice no.: 10359-b
Terms: Net 30
Invoice date: 11/01/2025
Due date: 12/01/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Aquatic Maintenance	Monthly Lake Maintenance: 5 Waterways	1	\$750.00	\$750.00
2.		Aquatic Maintenance	Monthly Lake Maintenance: 5 Waterways Ponds: 6-10	1	\$974.00	\$974.00

Total **\$1,724.00**

Ways to pay



Overdue 12/01/2025

[View and pay](#)

INVOICE

Sitex Aquatics, LLC
PO Box 917
Parrish, FL 34219

office@sitexaquatics.com
+1 (813) 564-2322



Bill to
New Port Corners CDD
Rizzetta
P.O. Box 32414 Charlotte, NC 28232

Invoice details

Invoice no.: 10458-b
Terms: Net 30
Invoice date: 12/01/2025
Due date: 12/31/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Aquatic Maintenance	Monthly Lake Maintenance: 5 Waterways	1	\$750.00	\$750.00
2.		Aquatic Maintenance	Monthly Lake Maintenance: 5 Waterways Ponds: 6-10	1	\$974.00	\$974.00

Total **\$1,724.00**

Ways to pay



[View and pay](#)

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

New Port Corners CDD
3434 Colwell Avenue. Suite 200
Tampa, FL 33614

October 07, 2025

Client: 001580

Matter: 000001

Invoice #: 27276

Page: 1

RE: General

For Professional Services Rendered Through September 30, 2025

SERVICES

Date	Person	Description of Services	Hours	Amount
9/2/2025	KCH	REVIEW AGENDA PACKAGE.	0.4	\$150.00
9/5/2025	KCH	REVIEW AND REVISE SNDA WITH GIG FIBER AND VALLEY NATIONAL BANK.	1.0	\$375.00
9/6/2025	JMV	REVIEW EMAIL FROM D. KRONICK; REVIEW LEGAL NOTICE.	0.2	\$81.00
9/8/2025	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING.	0.4	\$162.00
9/9/2025	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.6	\$243.00
9/9/2025	KCH	PREPARE FOR AND ATTEND BOS MEETING IN PERSON.	0.7	\$262.50
9/16/2025	JMV	REVIEW EMAIL FROM K. REALI; DRAFT EMAIL TO K. REALI.	0.3	\$121.50
9/17/2025	AM	DRAFT AMENDED NOTICE OF ESTABLISHMENT.	1.0	\$195.00
9/24/2025	JMV	REVIEW CORRESPONDENCE FROM STATE OF FLORIDA; REVIEW UPDATED ORDINANCE; PREPARE AMENDED NOTICE OF ESTABLISHMENT.	0.8	\$324.00
9/24/2025	AM	REVIEW NEW ORDINANCE; UPDATE AMENDED NOTICE OF ESTABLISHMENT; FILE AMENDED NOTICE OF ESTABLISHMENT.	1.5	\$292.50
9/24/2025	KCH	EMAILS WITH K. ZINE FROM PASCO COUNTY REGARDING ORDINANCE CORRECTING BOUNDARY; PHONE CALL WITH E. ZOTIAN REGARDING AMENDED ORDINANCE; REVIEW FILED AMENDED ORDINANCE.	1.3	\$487.50
9/30/2025	KCH	REVIEW AND REVISE AGENDA; EMAILS WITH D. KRONICK REGARDING SAME.	0.3	\$112.50

SERVICES

Date	Person	Description of Services	Hours	Amount
Total Professional Services			8.5	\$2,806.50

DISBURSEMENTS

Date	Description of Disbursements	Amount
9/26/2025	Simplefile E-Recording- Filing Fee- E-Filing	\$108.75
Total Disbursements		\$108.75

Total Services	\$2,806.50
Total Disbursements	\$108.75
Total Current Charges	\$2,915.25
Previous Balance	\$13,406.82
Less Payments	(\$10,639.32)
PAY THIS AMOUNT	\$5,682.75

Please Include Invoice Number on all Correspondence

Outstanding Invoices

Invoice Number	Invoice Date	Services	Disbursements	Interest	Tax	Total
27134	September 16, 2025	\$2,767.50	\$0.00	\$0.00	\$0.00	\$5,682.75
Total Remaining Balance Due						\$5,682.75

AGED ACCOUNTS RECEIVABLE

0-30 Days	31-60 Days	61-90 Days	Over 90 Days
\$5,682.75	\$0.00	\$0.00	\$0.00

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

New Port Corners CDD

P.O. Box 32414

Charlotte, NC 28232

December 15, 2025

Client: 001580

Matter: 000001

Invoice #: 27625

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RE: General

For Professional Services Rendered Through November 30, 2025

SERVICES

Date	Person	Description of Services	Hours	Amount
11/3/2025	KCH	REVIEW AGENDA PACKAGE.	0.4	\$150.00
11/10/2025	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING.	0.3	\$121.50
11/11/2025	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.7	\$283.50
11/11/2025	KCH	PREPARE FOR AND ATTEND BOS MEETING IN PERSON.	0.5	\$187.50
11/13/2025	JMV	REVIEW EMAILS FROM K. REALI; REVIEW PROPERTY RECORDS FOR CDD EXPANSION PARCELS; CONFERENCE CALL WITH K. REALI.	1.5	\$607.50
11/13/2025	LC	RESEARCH RE EXPANSION PARCELS AND QUESTIONS ABOUT DUSTY ROAD AND PLATHE EXTENSION BEING CONTAINED IN THE EXPANSION OF THE DISTRICT; REVIEW MATERIALS FROM K. REALI FOR CONFERENCE CALL RE EXPANSION OF THE DISTRICT; CONFERENCE CALL WITH K. REALI AND LENNAR TEAM RE ROADS IN THE EXPANSION PARCEL; CORRESPONDENCE TO THE TEAM RE COST SHARING AGREEMENT FOR COMMERCIAL TRACTS OUTSIDE THE DISTRICT.	1.1	\$214.50
11/13/2025	KCH	REVIEW FINANCIAL STATEMENTS FOR SEPTEMBER.	0.3	\$112.50
Total Professional Services			4.8	\$1,677.00

December 15, 2025
Client: 001580
Matter: 000001
Invoice #: 27625

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DISBURSEMENTS

Date	Description of Disbursements	Amount
11/28/2025	Simplefile E-Recording- Filing Fee- E-Filing	\$241.25
11/30/2025	Photocopies	\$46.65
Total Disbursements		\$287.90
Total Services		\$1,677.00
Total Disbursements		\$287.90
Total Current Charges		\$1,964.90
Previous Balance		\$7,541.10
Less Payments		(\$4,625.85)
PAY THIS AMOUNT		\$4,880.15

Please Include Invoice Number on all Correspondence

Outstanding Invoices

Invoice Number	Invoice Date	Services	Disbursements	Interest	Tax	Total
27276	October 07, 2025	\$2,806.50	\$108.75	\$0.00	\$0.00	\$4,880.15
Total Remaining Balance Due						\$4,880.15

AGED ACCOUNTS RECEIVABLE

0-30 Days	31-60 Days	61-90 Days	Over 90 Days
\$1,964.90	\$0.00	\$2,915.25	\$0.00

Tab 3

Landscape and Irrigation Maintenance Services Agreement

This Landscape and Irrigation Maintenance Services Agreement (this “**Master Agreement**”) is entered into as of February 1, 2026, between the **New Port Corners Community Development District**, a special purpose unit of local government organized under Chapter 190, Florida Statutes (the “**District**”) and **Steadfast Contractors Alliance, LLC**, a Florida limited liability company (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping and irrigation within and around the District. The Contractor is the original installer of the landscaping and irrigation within and around the District. The Contractor is familiar with the District property. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor, the parties desire to enter into this Master Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material due to the negligence of the Contractor, and in no event shall Contractor be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. 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.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.

3. Description of Work

- a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Scope of Work attached hereto as **Exhibit A** (the “**Work**”).
- b. A map of the areas to be maintained is attached hereto as **Exhibit B**. The Contractor agrees that the map is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance.
- c. 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 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. Contractor shall in no way be responsible for the landscape installation performed by any such third party hired by the District.
- d. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

4. Emergency Services. In the event of an emergency, hurricane, or disaster, Contractor shall provide the District the following services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor’s personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster Recovery Assistance Services shall not exceed a total of 70 hours worked for each emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District’s election to terminate these activities pursuant to this paragraph.

5. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as

may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.

- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- 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.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected.
- e. 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 at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the road ways of the community must be legally equipped.
- h. 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 the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Work that may result in the damage and/or loss of plant material. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
- j. 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's representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

6. **Time of Commencement.** The work to be performed under this Agreement will commence on February 1, 2026.
7. **Term and Renewal.** The initial term of this Agreement shall be for one (1) year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent one-year terms pursuant to the compensation as stated herein and with the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
8. **Request for Proposals.** It is understood that at the conclusion of the warranty period for the full installation of landscaping within the District, the District will go through a formal Request for Proposals (“RFP”) for Landscape and Irrigation Maintenance Services for the District. The Contractor will be able to formally bid during this RFP process.
9. **Termination.**
 - a. Contractor's Termination. Contractor may terminate this Agreement with 90 days' written notice with or without cause.
 - b. District's Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have.
 - c. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor under this Agreement. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.
10. **District Representatives and Inspections.**
 - a. The District hereby designates the District Manager, other representatives of the District Manager's office, and the District's Landscape Specialist to act as the District's Representatives. The District's 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 Work.
 - b. The Contractor agrees to meet with a District Representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
 - c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
 - d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
 - e. If the District Representatives identify any deficient areas, the District

Representatives shall notify the Contractor 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 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 5 business days and prior to submitting any invoices to the District.

11. Additional Work. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor will perform such work or services pursuant to the pricing included in the Proposal. If such work or services are not included in the Proposal, then Contractor agrees to negotiate in good faith to undertake such additional work or services. The parties shall agree in writing to a work order authorization, addendum, addenda, or change order to this Agreement. Any additional work shall be subject to the terms of this Agreement.

12. Compensation

- a. Landscape Maintenance Totals are as follows:
 - i. General Maintenance Services = \$21,104.00 per Month
 - ii. Irrigation Inspections = \$3,528.00 per Month
 - iii. Fertilization Plan = \$4,816.00 per Month
 - iv. **Total Price Per Month = \$29,448.00**
 - v. Total Price Per Year = \$353,376.00
- b. As compensation for any additional work authorized in writing by the District, the District agrees to pay Contractor the agreed upon sum after such services are rendered.
- c. Contractor shall invoice the District monthly for the percentage of services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by the District and at a minimum shall include 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 service, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.
- d. The District shall provide payment within 30 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- e. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- f. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the

dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.

- g. 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.

13. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. Responsibility for and Supervision of the Work: Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. Discipline, Employment, Uniforms: 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 of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men'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 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.
- d. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in

connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 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 material men, 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 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 immediately upon the giving of notice of termination.

- e. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. The Contractor has a duty to provide the District a monthly maintenance report, in a form acceptable to the District, that highlights any significant work done in the previous month, issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.
- h. 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.

14. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents

and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.

- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

15. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

16. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
 - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation

policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.

- ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement 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.
 - c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
 - d. 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.
 - e. 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.
 - f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
 - g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
 - h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they

apply to subcontractors.

- i. 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 volunteers 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 volunteers.

17. 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.

18. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer- employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

19. No 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.

20. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.

- c. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

21. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

22. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

23. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

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 (813) 933-5571, BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL 33614.

- 24. Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
- 25. Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
- 26. Controlling Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county in which the District is located.
- 27. Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- 28. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 29. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- 30. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
- 31. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. 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.
- 33. Authorization.** The execution of this Agreement has been duly authorized by 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 Agreement.
- 34. Notices.** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the District:

c/o Rizzetta
3434 Colwell Ave., Ste. 200
Tampa, FL 33614
Attn: Scott Brizendine
sbrizendine@rizzetta.com

To the Contractor:

Steadfast Contractors Alliance, LLC
30435 Commerce Dr., Unit 102
San Antonio, FL 33576
maint@steadfastgalliance.com

- 35. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

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

Steadfast Contractors Alliance, LLC

**New Port Corners
Community Development District**

Name: _____
Title: _____

Name: Kelly Evans
Title: Chair of the Board of Supervisors

Exhibit A: Scope of Work

Exhibit B: Landscape Maintenance Map

STATE OF FLORIDA
COUNTY OF _____

Affidavit for Anti-Human Trafficking

Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared _____, who being duly
sworn, deposes and says (the “**Affiant**”):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the _____ (Title) of _____ (the “**Company**”) and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the _____ Community Development District.
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Signature of Affiant

Sworn before me on _____, 2026

Notary Public Signature

Notary Stamp



Landscape Maintenance Proposal

New Port Corners CDD

January, 2026

Little Rd. and Connection Way | New Port Richey, FL

New Port Corners CDD
C/O Rizzetta & Company
3434 Colwell Avenue Suite 200
Tampa, FL 33614
Attn: Scott Brizendine

We appreciate the opportunity to present this proposal to show how Steadfast will enhance the quality of your landscape.
We hereby propose the following for your review:

Landscape Maintenance Program Common Areas

Service	Price Per Month	Price Per Year
General Maintenance Services	\$21,104.00	\$253,248.00
Irrigation Inspections	\$3,528.00	\$42,336.00
Fertilization Plan	\$4,816.00	\$57,792.00
Total	\$29,448.00	\$353,376.00

Additional Services

Estimate for service(s) available upon request.

Service	Estimated # of Units	Price per Unit Installed
Mulch	TBD	\$60.00 per yard*
Annuals	TBD	\$2.75 per 4" plant*
Tree Trimming (above 10')	TBD	\$TBD
Top Choice (annual fire ant program)	TBD	\$TBD

*Estimated price for additional services subject to change due to fluctuations in cost of goods sold.

SCOPE OF WORK

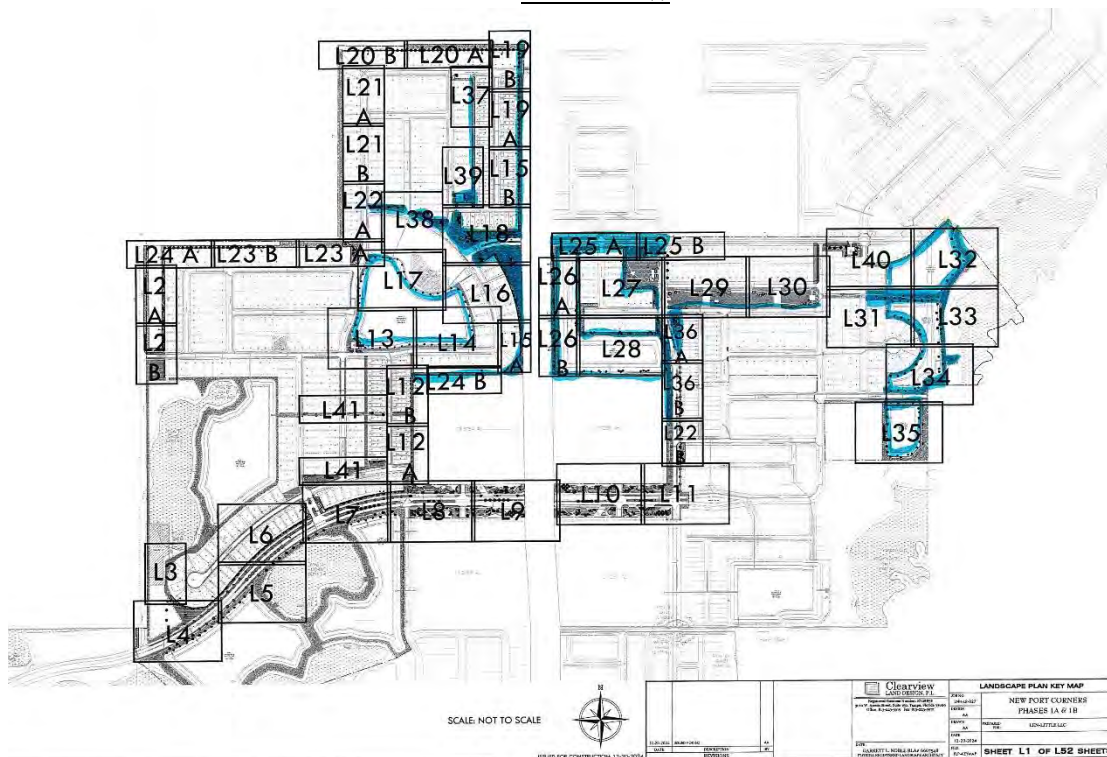
1. **Mowing:** Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean, and uncluttered appearance 42 times per calendar year depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season, April through October, and every other week during the non-growing season or as needed November through March. Lake banks and retention areas will be mowed to the water's edge. Retention areas too wet for mowing will be mowed once ground is firm enough for normal safe operation.

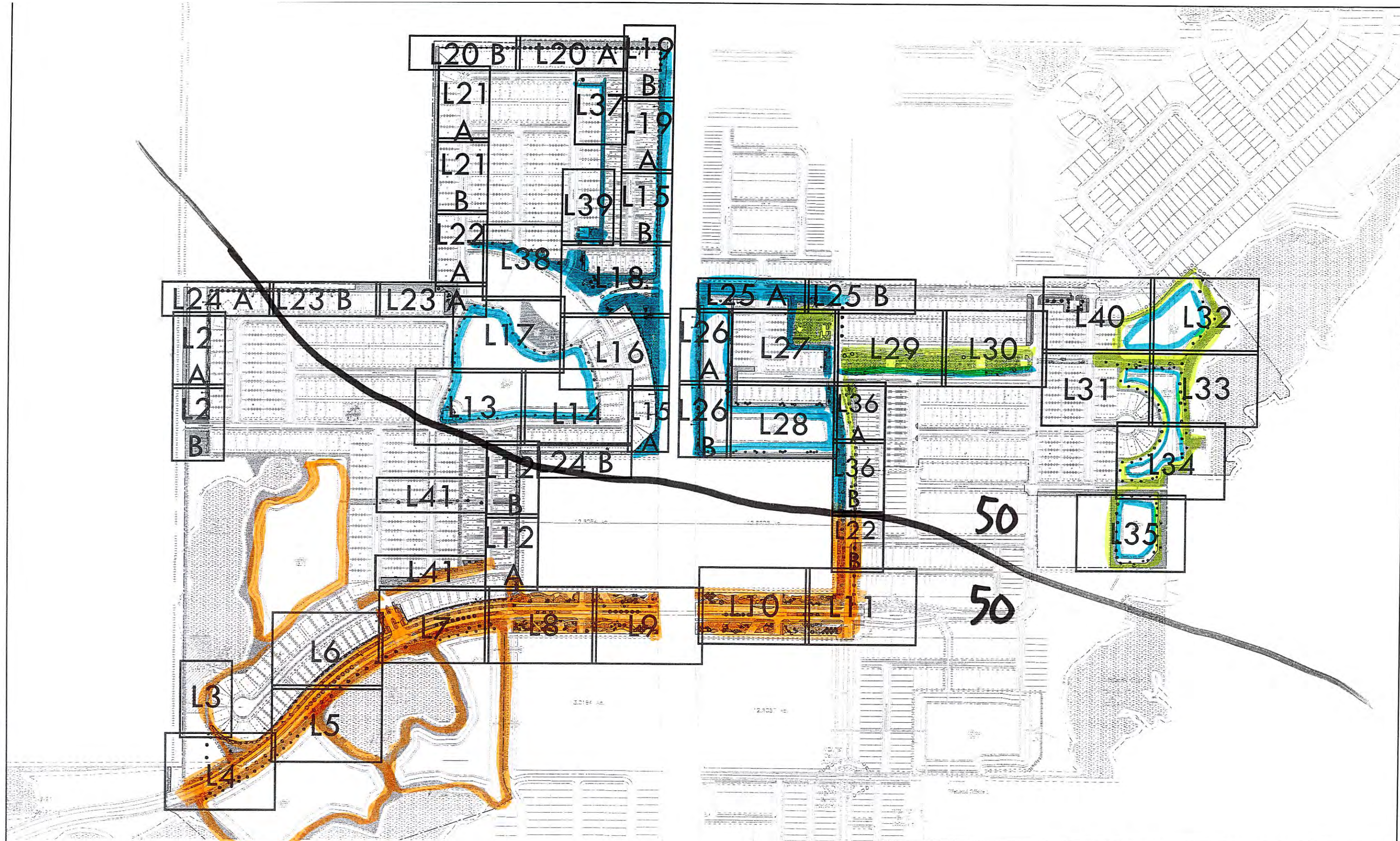


Landscape Maintenance Proposal

- Turf Trimming:** Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by weed eaters. When weed eating, a continuous cutting height will be maintained to prevent scalping.
- Edging:** All turf edges of walks, curbs, and driveways shall be performed every mowing. A soft edge of all bed areas will be performed every other mowing; power edging will be used for this purpose. Weed eater may be used only in areas not accessible to power edger.
- Pruning:** Tree Management Program – All Hardwood trees to be pruned for safety clearance of eye level branches up to 8' eight feet monthly (12 times per year). All palms to be pruned up to 12' twelve feet for low hanging fronds or seedpods monthly (12 times per year). Palms and Hardwoods to be pruned with a pole saw from a flat-footed, on the ground. Trees located within a right-of-way ("R/W") shall be maintained as detailed on each "R/W" planting plan. Trees located within the "R/W" shall be maintained as such that fronds do not fall onto the roadway and / or bike path. Pruning of Sabal Palms is not included within this maintenance contract. Tree pruning within the maintenance specification does not provide for ladder work or structural pruning of any kind. Tree pruning services may be provided for an additional charge.
- Pest Control and Fertilization:** Fertilization of St Augustine and Bermuda Turf shall be performed six (6) times per year. Shrubs and ground covers will be inspected four (4) times per year and fertilized at rates designed to address site-specific nutritional needs. Trees will be fertilized two (2) times per year at rates designed to address site-specific nutritional needs. All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the year. We employ an IPM (Integrated Pest Management) program, which calls for chemicals to be used only as needed. Any infestations will be treated on an as needed basis. Plants will be monitored, and issues addressed as necessary to effectively control insect infestations and disease as environmental, horticultural, and weather conditions permit.
- Irrigation:** Irrigation System Inspection: Throughout the contract, all irrigation zones throughout the turf areas and planting beds shall be inspected once a month to ensure proper operation. Repairs will be made on a time and materials basis. Contractor is not responsible for turf or plant loss due to water restrictions.
- Weeding:** Weeds will be removed from all plants, tree, and flower beds once a month during the non-growing season and twice a month during the growing season (18x per year) or as necessary to keep beds weed free. Manual (hand pulling) and chemical (herbicides) will be used as control methods.
- Clean-Up:** All non-turf areas will be cleaned with a backpack or street blower. All trash shall be picked up throughout the common areas before each mowing. Trash shall be disposed of offsite.

Service Area(s)





SCALE: NOT TO SCALE



ISSUED FOR CONSTRUCTION: 12-20-2024

			Clearview LAND DESIGN, P.L.		LANDSCAPE PLAN KEY MAP	
			Registered Business Number: RY8898 3010 W. Azalea Street, Suite 150, Tampa, Florida 33609 Office: 813-223-3919 Fax: 813-223-3975		JOB NO. LNH-18-027	
					DESIGN AA	
					DRAWN AA	
					DATE 12-20-2024	
					FILE FLP-KEYMAP	
			DATE GARRETT L. NOBLE RLA# 6667548 FLORIDA REGISTERED LANDSCAPE ARCHITECT		PREPARED FOR LEN-LITTLE LLC	
					SHEET L1 OF L52 SHEETS	

Tab 4

CONTRACT FOR PROFESSIONAL LANDSCAPE INSPECTION SERVICES

DATE: January 30, 2026

BETWEEN: **RIZZETTA & CO., INC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "Landscape Inspector")

AND: **NEW PORT CORNERS COMMUNITY DEVELOPMENT DISTRICT**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "District," and together with Landscape Inspector, the "Parties.")

- I. The purpose of this contract for professional field management services (hereinafter referred to as "**Contract**") is for the Landscape Inspector to provide professional field services to the District pursuant to industry standards and best practices. A detailed description of these services is provided below.

A. STANDARD ON-GOING SERVICES. The Landscape Inspector shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. Perform one (1) monthly landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape maintenance and irrigation contracts – should the District desire additional inspections, the Parties agree to negotiate a fee for such additional services in good faith and such additional fee(s) shall be reduced to writing and executed by both Parties.
- ii. Provide the District with one (1) monthly landscape maintenance inspection report, which shall be provided in the District's agenda



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package and include, among other things, recommended action items.

- iii. Upon request of the District, attend up to six (6) monthly District meetings per fiscal year in person or via phone to review landscape maintenance inspection report.
- iv. Notify landscape maintenance contractors about deficiencies in service or need for additional care.
- v. Monitor the progress of landscape maintenance contractors in accordance with scope of work provided in maintenance contracts with the District, which may be amended from time to time.
- vi. Provide input for preparation of the District's annual budget.
- vii. Upon request, and following fee agreement, prepare and develop a scope of services for landscape maintenance proposals and oversee bidding process. Additional requests for this service shall require a proposal be presented to the Board and approval by the District prior to conducting such additional services; and
- viii. Obtain landscape maintenance/enhancement proposals as requested by the District and provide them to the District Manager.

B. TIME FRAME. The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

II. ADDITIONAL SERVICES. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Landscape Inspector. Any services not specifically provided for in the scope of services above, as well as any changes in the scope requested by the District, shall be considered additional services. Such additional services may include, but are not limited to, attendance at additional meetings, District presentations, and vendor responses. If any additional services are required or requested, the Landscape Inspector shall provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Landscape Inspector shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the Landscape Inspector.

III. LITIGATION SUPPORT SERVICES. Upon the District's request, the Landscape Inspector shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the

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subject matter of this Contract. If the District requires or requests any litigation support services, the Landscape Inspector shall provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Landscape Inspector shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Landscape Inspector.

- IV. **TERM.** The Landscape Inspector's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Landscape Inspector acknowledges that the prices of this Contract are firm and that the Landscape Inspector may change the prices only with the District's written consent. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

V. **FEES AND EXPENSES; PAYMENT TERMS.**

A. **FEES AND EXPENSES.**

- i. A schedule of fees for the services described in Sections I of this Contract is shown in **Exhibit A** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Landscape Inspector for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit A**. Unless otherwise specified by this Contract, the Landscape Inspector shall invoice the District for the Landscape Inspector's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit A**. The fees for those services which are not being requested at the time this Contract is approved shall be provided to the District at such time as those services are required. Payment shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice.
- ii. Fees for the Standard On-Going Services in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses.
- iii. In the event the District authorizes a change in the scope of services requested, Landscape Inspector shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change



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in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Landscape Inspector is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the Landscape Inspector or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit A**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services shall be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.
- v. Fees for services to be billed on an hourly basis shall be billed at the Landscape Inspector's current hourly rates at the time of the execution of this Contract, as set forth in **Exhibit A**. The hourly rate for the services may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Landscape Inspector's current hourly rates are shown in **Exhibit A** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services shall be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit A**.
- ii. **Additional Services.** Additional Services shall be billed monthly on an hourly basis for the hours incurred at the Landscape Inspector's current hourly rate as shown in **Exhibit A**.
- iii. **Litigation Support Services.** Litigation Support Services shall be billed monthly on an hourly basis for the hours incurred at the Landscape Inspector's current hourly rate as shown in **Exhibit A**.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses of the Landscape Inspector shall be billed monthly as incurred.

All invoices shall be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.



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- VI. SUSPENSION OF SERVICES FOR NON-PAYMENT.** The Landscape Inspector shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Landscape Inspector's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Landscape Inspector shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VII. NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- VIII. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Landscape Inspector.
- IX. RESPONSIBILITIES.**
- A. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Landscape Inspector to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
- B. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Landscape Inspector shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Landscape Inspector. Landscape Inspector shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.
- X. DISAGREEMENTS BETWEEN DISTRICT AND LANDSCAPE CONTRACTOR.** Landscape Inspector shall, as necessary, render a written opinion on all claims of District and the landscape contractor relating to the acceptability of the landscape contractor's work or the interpretation of the requirements of the landscape and irrigation contract documents pertaining to the progress of landscape contractor's work.
- XI. TERMINATION.** This Contract may be terminated as follows:

- A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Landscape

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Inspector. Termination for "good cause" shall be effected by written notice to Landscape Inspector at the address noted herein.

- B. By the Landscape Inspector for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Landscape Inspector for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Landscape Inspector to undertake any action or implement a policy of the Board which Landscape Inspector deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District at the address noted herein.
- C. By the Landscape Inspector or District, for any reason, upon provision of a minimum of thirty (30) days written notice of termination to the address noted herein.
- D. Upon any termination, Landscape Inspector shall be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any offsets that the District may have for services not performed. Landscape Inspector shall make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XII. GENERAL TERMS AND CONDITIONS.

- A. All invoices are due and payable within thirty (30) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70, Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Manatee County, Florida.
- E. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.

- D. The rights and obligations of the District as defined by this Contract shall inure to Rizzetta & Company



to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Landscape Inspector

- E. The Landscape Inspector and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Landscape Inspector agrees to take steps to repair any damage resulting from the Landscape Inspector's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- F. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

A. DISTRICT INDEMNIFICATION. To the extent allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Landscape Inspector, the District agrees to indemnify, defend, and hold harmless the Landscape Inspector and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Landscape Inspector may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Landscape Inspector may be entitled and shall continue after the Landscape Inspector has ceased to be engaged under this Contract.

LANDSCAPE INSPECTOR INDEMNIFICATION. The Landscape Inspector agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Landscape Inspector. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Landscape Inspector has ceased to be engaged under this Contract.



B. INDEMNIFICATION OBLIGATIONS. Indemnification obligations under this
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Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

The terms of this Section shall survive the termination of this Contract.

XIV. INSURANCE.

- A. The District shall provide and maintain Directors and Officers Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B. The Landscape Inspector shall always provide and maintain the following levels of insurance coverage throughout the term of this Contract:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v. Comprehensive Automobile Liability Insurance for all vehicles used by the Landscape Inspector's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees shall be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Landscape Inspector shall furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D. If the Landscape Inspector fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such



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required insurance, in which event the Landscape Inspector 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.

- XV. ASSIGNMENT.** Except as provided in this section, neither the District nor the Landscape Inspector may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Landscape Inspector or the District without the prior written approval of the other party is void.
- XVI. NOTICES.** All notices, requests, consents and other communications under this Contract ("**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:

If to the District:

New Port Corners
Community Development District
3434 Colwell Avenue, Ste. 200
Tampa, FL 33614
Attn: District Manager

With a copy to:

Straley Robin Vericker
1510 W. Cleveland St.
Tampa, FL 33606
Attn: John M. Vericker

If to the Landscape Inspector:

Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Except as otherwise provided in this Contract, 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 Contract 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 Landscape Inspector may deliver Notice on behalf of the District and the Landscape Inspector, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XVII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Landscape Inspector and shall remain effective until terminated by either the District or the Landscape Inspector in accordance with the provisions



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of this Contract.

- XVIII. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XIX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Landscape Inspector relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XX. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Landscape Inspector under this Contract 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 Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXI. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Landscape Inspector 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 Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Landscape Inspector any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Landscape Inspector and their respective representatives, successors, and assigns.
- XXII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Landscape Inspector shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the Landscape Inspector 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 a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Landscape Inspector 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,



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order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.

- XXIII. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Landscape Inspector as an arm's length transaction. The District and the Landscape Inspector participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language shall not be interpreted or construed against any party.
- XXIV. COUNTERPARTS.** This Contract 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.
- XXV. E-VERIFICATION.** Pursuant to Section 448.095(2), Florida Statutes,
- A. Landscape Inspector represents that Landscape Inspector is eligible to contract with the District and is currently in compliance and shall remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
 - B. If the District has a good faith belief that the Landscape Inspector has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Landscape Inspector otherwise complied with its obligations thereunder, the District shall promptly notify the Landscape Inspector and the Landscape Inspector shall immediately terminate its contract with the subcontractor.
 - C. If this Agreement is terminated in accordance with this section, then the Landscape Inspector shall be liable for any additional costs incurred by the District.
- XXVI. SAFE AND HEALTHY WORK ENVIRONMENT.** District agrees to provide a safe and healthy work environment for all employees provided by Landscape Inspector. If Landscape inspector, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees,



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the Landscape Inspector shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit employees from going to the areas managed by the District to provide services upon written notice to the District. During the period of time that employees are prohibited from going to areas managed by the District, the Landscape Inspector shall have no responsibility for performance of services under this Contract. Further, the Landscape Inspector shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the Landscape Inspector's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the Landscape Inspector's employees are prevented from going to areas managed by the District.

XXVII. FORCE MAJEURE. The parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "**Force Majeure**"), except with respect to amounts to be paid by the District for services actually provided by the Landscape Inspector pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to the Landscape Inspection by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

XXVIII. DISCLAIMER. Landscape Inspection is not responsible to detect or uncover dangerous conditions in water or on land, construction defects, environment or hazardous material issues, water intrusions, mold, fungi, spores or other defects and does not provide these types of professional services under this Contract. Notwithstanding anything to the contrary in this Contract, it is not Landscape Inspector's responsibility to determine whether the height and location of the hedges, foliage, and/or other landscaping is in compliance with federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the District. Any third-party contractor, vendor, professional, or other consultant providing goods or performing



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services to District is solely responsible for the performance of the work or the quality of the goods. In addition, Landscape Inspector shall not be liable to District or residents, guests, or invitees for any loss, harm, or damage of any kind caused by any third-party contractor, vendor, professional, or other consultant engaged to perform services or provide goods for District. Landscape Inspector disclaims any and all liability related to, arising out of or associated with the services referenced in this paragraph and Landscape Inspector has no liability for any claims or lawsuits related to, arising out of, or associated with the services referenced in this paragraph or for any lack of response or effort by vendors and contractors, lack of quality of any parts or work performed by contractors, or their negligent or wrongful acts or inaction, including those actions which may result in the destruction of any property, injury or death of any person. This paragraph survives the expiration or termination of this Contract.

XXIV. DISCLOSURE. Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc.

(remainder of page intentionally left blank)



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CONTRACT FOR PROFESSIONAL LANDSCAPE INSPECTION SERVICES
PROSPERITY LAKES COMMUNITY DEVELOPMENT DISTRICT

14

Therefore, the Landscape Inspector and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & CO., INC.

BY: William J. Rizzetta
PRINTED NAME: William J. Rizzetta
TITLE: President
DATE: Jan 30, 2026

PROSPERITY LAKES
COMMUNITY DEVELOPMENT DISTRICT

BY: Kelly Evans
Kelly Evans (Feb 3, 2026 09:41:42 EST)
PRINTED NAME: Kelly Evans
TITLE: Chairman
DATE: Feb 3, 2026

ATTEST:

Scott Brizendine
Secretary/Assistant Secretary
Board of Supervisors
Scott Brizendine
Print Name



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EXHIBIT A

Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule beginning _____:

MONTHLY

\$750

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

Job Title:	Hourly Rate:
President	\$500.00
Chief Financial Manager	\$450.00
Vice President	\$400.00
Regional District Manager	\$300.00
Accounting Manager	\$300.00
Finance Manager	\$300.00
District Manager	\$250.00
Amenity Services Manager	\$250.00
Clubhouse Manager	\$250.00
Landscaping Inspections Service Manager	\$250.00
Landscape Specialists	\$200.00
Senior Accountant	\$225.00
Staff Accountant	\$150.00
Financial Associate	\$150.00
Administrative Assistant	\$100.00
Administration Clerk	\$100.00



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EXHIBIT B

Affidavit for Anti-Human Trafficking
Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared William J. Rizzetta, who
being duly sworn, deposes and says (the "Affiant"):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the President (Title) of Rizzetta & Company, Incorporated (the "Company") and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the Prosperity Lakes Community Development District ("CDD").
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.


Signature of Affiant

Sworn before me on January 30, 2026


Notary Public Signature
SCOTT A. BRIZENDINE
Commission # HH 620801
Expires January 25, 2029
Notary Stamp



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EXHIBIT C

Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



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New Port Corners CDD - Landscape Inspections

Final Audit Report

2026-02-03

Created:	2026-02-02
By:	Scott Brizendine (sbrizendine@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgmQq_1TPfdFG5FNS8z7yEjNaMPCF8Xd

"New Port Corners CDD - Landscape Inspections" History

-  Document created by Scott Brizendine (sbrizendine@rizzetta.com)
2026-02-02 - 7:02:45 PM GMT
-  Document emailed to Kelly Evans (kelly.evans@lennar.com) for signature
2026-02-02 - 7:02:56 PM GMT
-  Email viewed by Kelly Evans (kelly.evans@lennar.com)
2026-02-03 - 5:15:19 AM GMT
-  Document e-signed by Kelly Evans (kelly.evans@lennar.com)
Signature Date: 2026-02-03 - 2:41:42 PM GMT - Time Source: server
-  Agreement completed.
2026-02-03 - 2:41:42 PM GMT

Tab 5

RESOLUTION 2026-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEW PORT
CORNERS COMMUNITY DEVELOPMENT DISTRICT APPOINTING
AN ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, New Port Corners Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Pasco County, Florida; and

WHEREAS, the Board of Supervisors of the District now desires to appoint an Assistant Secretary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF NEW PORT CORNERS COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. Lisa Castoria is appointed as Assistant Secretary.

Section 2. This Resolution shall not supersede any appointments made by the Board other than specified in Section 1.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 10TH DAY OF FEBRUARY 2026.

**NEW PORT CORNERS
COMMUNITY DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Tab 6



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UPCOMING DATES TO REMEMBER

- **Next Meeting:** March 10, 2026 @ 9am
- **Proposed Budget:** May 12, 2026

District Manager's Report

February 10,

2026

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FINANCIAL SUMMARY

12/31/2025

General Fund Cash & Investment Balance: \$604,424

Debt Service Fund Cash & Inv. Balance: \$253,723

Capital Project Fund Cash & Inv. Balance: \$581,487

**Total Cash and Investment
Balances:**

\$1,439,634

General Fund Expense Variance: \$169,832 Under Budget

Tab 7



Quarterly Compliance Audit Report

New Port Corners

Date: December 2025 - 4th Quarter

Prepared for: Matthew Huber

Developer: Rizzetta

Insurance agency:



Preparer:

Susan Morgan - *SchoolStatus Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

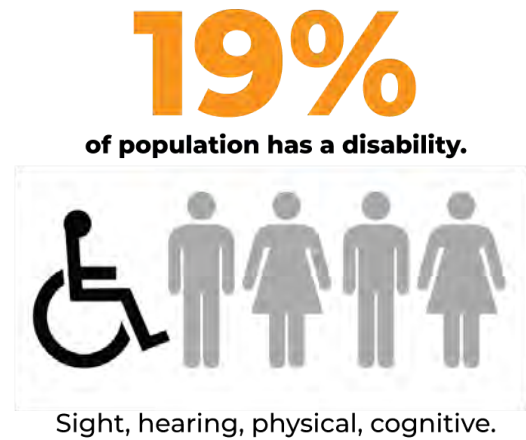
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
X	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web