

**HERITAGE OAK PARK COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this 7 day of February 2025, by and between:

Heritage Oak Park Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Charlotte County, Florida, and having offices at c/o Inframark at 11555 Heron Bay Boulevard, Suite 201, Coral Springs, Florida 33076 (“**District**” or “**CDD**”); and

Joya Tree Service & Lawn Care, LLC, located at 227 West Lake Damon Drive, Avon Park, Florida 33825, the “**Contractor**,” and collectively with the District, the “**Parties**”).

RECITALS

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

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

WHEREAS, the Contractor desires to provide such services, and represents that it is qualified to do so in accordance with its proposal submitted to the District;

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

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

2. **CONTRACTOR OBLIGATIONS.**

- a. *Scope of Services.* The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B** (collectively the “**Work**”). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price.

The Contractor shall perform the Work consistently with the presently established, high quality standards of the District, and shall assign such staff as may be required for

coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

- b. ***Acceptance of Site.*** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that 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. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, and except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
- c. ***Manner of Contractor’s Performance.*** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. 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. ***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 on District property will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- e. ***Scheduling.*** In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on **Saturdays** if needed to make up Rain Days with prior notification to and

approval by, the District Representatives (defined herein). All mowing operations should begin on Monday morning to minimize need for using Saturdays for “make up” days.

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

- g. ***Reporting Services.*** The Contractor agrees to meet with a District representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District representative will compile a list of landscape related items (Landscape Inspection Report) that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (within seven (7) calendar days) what actions shall be taken to remedy those findings within the Landscape Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not provide a response within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense may terminate this contract for cause at the District’s discretion. If the deficient items have not been rectified to the District’s satisfaction within the stated time provided in the response to the Landscape Inspection Report, (but in no circumstance no longer than a 1-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor’s next monthly invoice. (See Paragraph “h” below for further remedies.)

The District shall designate in writing one or more persons to act as the District’s on-site representatives with respect to the services to be performed under this Agreement (“**District Representatives**”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates onsite manager to act as the District’s on-site Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor. The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, upon request, the Contractor agrees to meet an on-site District Representative at least bi-weekly to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement, and to attend all meetings of the District’s Board of Supervisors.

- h. ***Deficiencies.*** If the on-site District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified

by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and without intending to limit the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity, impose liquidated damages against the Contractor of \$100 per day; withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

- i. ***Compliance with Laws.*** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.
- j. ***Safety.*** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for 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.
- k. ***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.
- l. ***Payment of Taxes; Procurement of Licenses and Permits.*** 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.
- m. ***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.

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

3. **COMPENSATION; TERM.**

- a. ***Term.*** Work under this Agreement shall begin on March 10, 2025 and continue for through five ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, this Agreement shall automatically renew on an annual basis.
- b. ***Compensation.*** As compensation for the Work, the District agrees to pay Contractor at a rate of **Nine-Thousand, Two-Hundred and 50/100 Dollars (\$9,200.50) per month.** All additional work or services, and related compensation, shall be governed by Section 3.c. of this Agreement. The monthly rate shall remain the same at any subsequent annual renewal.

If the Contractor intends to propose an increase in the monthly rate, the Contractor must provide written notice to the District at least sixty (60) days prior to the expiration date of the then current term. Any proposed increase in rates must be approved by the District prior to commencement of contractual services.

- c. ***Additional Work.*** Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. ***Payments by District.*** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District

to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District. The District agrees to pay Contractor for the Contract Work, a not to exceed sum of **One Hundred and Ten Thousand Four-Hundred and Six and 00/100 Dollars (\$110,406.00)** per year, payable in monthly installments as detailed herein. Work shall commence upon execution of this Agreement and shall continue for a period of twelve (12) months, unless terminated earlier in accordance with Section 13 below or renewed in accordance with Section 5(B), below. Compensation covers only the items specified in the Contractor's Proposal Form.

- e. **Payments by Contractor.** Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. 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.

4. **TERMINATION.** Either Party may terminate this Agreement by providing sixty (60) days written notice of termination. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

On a default by Contractor, the District may elect not to terminate the 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. On a default by Contractor, the District further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

5. INSURANCE.

- a. ***Insurance Required.*** Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. 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.
- b. ***Types of Insurance Coverage Required.*** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. 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 sub-contractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Employer's Liability Coverage with limits of at least \$500,000 per accident or disease.
 - iii. Commercial General Liability Insurance covering liability for, among other things, bodily injury, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, \$2,000,000 aggregate and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.
- c. ***Additional Insureds.*** 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, and shall name the District, and its Supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) on a primary and non-contributory basis 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 and its Supervisors, officers, staff, agents, employees, and representatives.
- d. ***Sub-Contractors.*** Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors 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 sub-contractors.

- e. ***Payment of Premiums.*** 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. ***Notice of Claims.*** 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.
- g. ***Failure to Provide Insurance.*** The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. **INDEMNIFICATION.**

- a. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives. The foregoing indemnification includes agreements 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 by or utilized by the Contractor in the performance of this agreement.
- b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants' limitations on liability contained in section 768.28, Florida Statutes or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.
- d. 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 or type 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.

- e. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Agreement.

7. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- a. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms ("**Requisitions**") for all materials to be directly purchased by the District.
- c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- d. The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as Bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- h. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

8. **MISCELLANEOUS PROVISIONS.**

- a. ***Default & Protection Against Third Party Interference.*** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive

relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

- b. **Custom & Usage.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- c. **Successors.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. No employees, agents or representatives of the District are personally or individually bound by this Agreement.
- d. **Assignment.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.
- e. **Headings for Convenience.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- f. **Agreement.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the **EXHIBITS**, this document shall control.
- g. **Attorney's Fees.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings as well as attorney's fees and costs incurred in determining entitlements to and reasonableness of fees and costs.
- h. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.
- i. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

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

A. **If to the District:** Heritage Oak Park
Community Development District
11555 Heron Bay Boulevard, Suite 201
Coral Springs, Florida 33076
Attn: District Manager

With a copy to: Andrew H. Cohen
6853 Energy Court
Lakewood Ranch, FL 34240

B. **If to Contractor:** Joya Tree Services & Lawn Care LLC
227 West Lake Damon Drive
Avon Park, Florida 33825
Attn: _____

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

- k. **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.
- l. **Controlling Law & Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Charlotte County, Florida.
- m. **Public Records.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall

be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise 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, and (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 the Contract 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S PUBLIC RECORDS CUSTODIAN, SANDRA DEMARCO, 11555 HERON BAY BOULEVARD, SUITE 201, CORAL SPRINGS, FLORIDA 33076, TEL. (954) 482-0081, SANDRA.DEMARCO@INFRAMARK.COM.

- n. ***E-Verify Requirement.*** Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Contract. Notwithstanding, if the District has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall terminate the Contract. If the District has a good faith belief that a subcontractor performing work under this Contract knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Contract based on Contractor's failure to comply with the E-Verify requirements referenced herein.
- o. ***Severability.*** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- p. ***Arm's Length Transaction.*** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this

Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

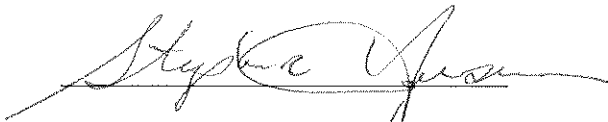
- q. ***Signatures.*** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Moreover, electronic records of signatures shall constitute original signatures for all purposes.
- r. ***Affidavit of Non-Coerced Labor.*** Contractor shall execute an affidavit of non-coerced labor or services pursuant to Section 787.06, Florida Statutes.

Signatures next page

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

ATTEST:

HERITAGE OAK PARK
COMMUNITY DEVELOPMENT
DISTRICT



By: STEPHEN HORSMAN
 Secretary
 Assistant Secretary

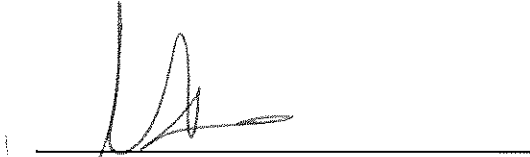


By: Paul J Foburo Jr
 Chairperson
 Vice Chairperson

Date: 3/7/25

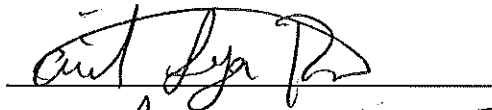
ATTEST:

JOYA TREE SERVICE &
LAWN CARE, LLC



By: Michelle Ray

Its: project manager



By: Ariel Joya Duran

Its: owner

Date: 3/7/25

Exhibit A: Scope of Services
Exhibit B: Landscape Maintenance Areas

Exhibit A

SCOPE OF SERVICES

SERVICE DESCRIPTION AND SPECIFICATIONS

Part 1 - Landscape Maintenance Program/Lawn Care Specifications

Mowing

1. All turf areas shall be mowed weekly during the summer growing season (April through October) and on an as-needed basis but not less than two times per month during the months of November through March.
2. Mower blades will be kept sharp at all times to prevent the tearing of the grass blades.

Turf Edging

1. All turf areas shall be edged with a mechanical edger weekly during the summer growing season (April through October) and on an as-needed basis but not less than two times per month during the months of November through March.

Turf Trimming

1. Turf areas inaccessible to mowing machinery will be controlled by manual or chemical means, as environmental conditions permit.
2. Areas of clear ground will be maintained and trimming around turf irrigation heads twelve (12) times a year to permit un-obstructed water distribution.

Debris Removal

1. All shrub and tree clippings shall be either picked up by hand-raking and removed from the property or mulched.
2. All non-turf areas littered in the mowing process will be swept by hand or power blown as conditions permit.
3. Incidental trash should be picked up by the Contractor within all designated work areas. Items include **ALL** palm fronds that have fallen (to include fronds on turf when mowing so proper mowing can occur) paper, bags, cans, bottles, etc. Debris (trash) pickup will occur one (one) time a week.

Turf Fertilization

1. All turf areas shall be fertilized four (4) times per year with specially formulated fertilizer with trace elements that is 100% slow release. Fertilization subject to change per the Charlotte County ordinances currently in draft stage. Office must be notified 2 days prior to treatment to ensure that correct irrigation is applied.

Turf Weed Control/Pest Control

1. All turf shall be treated times two (2) per year for broadleaf weed control, and four (4) times per year for insect control, including treatment for fire ants, army worms, grubs, cutworms, and chinch bugs. The program shall provide preventative control where required as well as curative chemical control. Continued spot treatment of any problem areas on an as-needed basis throughout the year. Prompt removal and eradication of the listed invasive plants as specified by Charlotte County Environmental Services include; Brazilian peeper, Australian Pine and Ear leaf Acacia. Office must be notified two (2) days prior.

Part 2 - Plant Beds, Shrubs, Woody Ornamentals, Groundcovers, Palms and Tree less than fifteen (15) feet in overall height

Pruning

1. Selective pruning shall be performed as needed to balance infiltrating light, to remove dead wood, fronds, or seedpods, and to promote planned growth patterns.
2. With the exception of hedges, all pruning and thinning will have the distinct objective of retaining the plant's natural shape.
3. Plants, hedges, bushes and trees obstructing pedestrian or automobile traffic, and damaged plants, will be pruned on a regular basis as stated in items 7, 8 and 9.
4. Work will be scheduled to give the least possible interference to property, occupants and visitors.
5. Contractor is not responsible for trees and palms over 15' in overall height and a tree trimming company must service these. However if the Contractor is properly insured they may submit an additional bid for the maintenance of all trees and palms over 15' in overall height. **Please provide an addendum to add a tree trimming contract for palms over 15' feet.**
6. Plant material and trees located between lake walkway and lake should be pruned monthly to 5 ft on the lakeside of the walkway, and Contractor shall be responsible for debris removal, 5 feet from the sidewalk toward the lake bank, to ensure no floating debris in lake water or left on bank shore.
7. All plant beds shall be kept up on a regular monthly schedule.
8. Plants, bushes and palm trees below 15' located around the small fishpond shall be pruned on a regular monthly schedule. Hardwood trees below 15' located around the small fishpond shall be pruned as needed.
9. Plants, bushes and palm trees below 15' located within **ALL** greenbelt areas shall be maintained on a regular monthly schedule. Hardwood trees below 15' in the green belt areas shall be maintained as needed.

Edging and Trimming

1. Ground covers will be confined to plant bed areas by manual or chemical means, as environmental conditions permit. Plant beds shall be edged at least twenty (20) times a year.

Fertilization

1. To be applied to palms two (2) times a year, trees three (3) times a year, plantings and hedges and shrubbery three (3) times per year with the proper fertilizers as recommended by the Charlotte County Extension Service. Fertilization subject to change per the Charlotte County ordinances currently in draft stage.

Weed Control

1. Open ground between plants will be kept free of weeds by chemical or manual means, as environmental, horticultural and weather conditions permit two (2) times a year. Areas included but not limited to the entire lodge complex, parking lot, entry features and all islands within the roadways.

Annual Rotation of Flowers

1. Annual rotation of flowers in the two (2) front entrance flower beds and the two (2) rear entrance flower beds shall be changed as needed.

Part 3 – Natural Disaster Response and Recovery²

1. Natural Disaster and Response and Recovery Operations defined:
 - a. A Natural Disaster is defined as any weather-related incident (storm, tornado or hurricane) which results in tree falling and/or debris from plants and trees being dislodged and deposited on the roads, walkways, parking areas and any other Heritage Oak Park owned parcels.
 - b. Natural Disaster Response is defined as:
 - i. The initial on-site assessment of Heritage Oak Park damages and debris clutter after the incident has been determined by the assigned Landscape Company Manager or his/her designee and the arrival of Landscape Personnel. Heritage Oak Park CDD on-site manager will be able to authorize the start of the process and where to begin clean up if necessary.
 - c. Natural Disaster Recovery is defined as:
 - i. The removal of all debris, including all loose debris, fallen trees and branches that were damaged in the incident and need to be trimmed or removed from all areas within Heritage Oak Park Community.
2. Requirements
 - a. The Landscaping Company will agree to prioritize the Natural Disaster Recovery/Response for Heritage Oak Park. No additional contract or Addendum will be

required for this prioritization., and by

- b. The assigned Landscape site Manager or his/her designee is expected to be in contact with Heritage Oak Park and completing his/her assignment within four (4) hours of the incident ending.
- c. The Recovery Team to affect the debris removal is expected to be on site within eight (8) hours of the end of the incident to address road blockages and debris that compromises buildings and essential areas, and by 6:00 pm of the day following the incident ending to address all other debris.

3. Exclusions

The Heritage Oak Park CDD reserves the right to contract with other/additional entities to ensure timely removal of debris from a natural disaster.

Exhibit B

Landscape Maintenance Areas

