


# *Silver Palms West*

# *Community Development District*

***https://www.silverpalmswestcdd.com***

**Yani Lopez Castillo, Chair**

**Mailie-Jo Lopez, Vice Chair**

**Teanna Peralta, Assistant Secretary**

**Teresa Baluja, Assistant Secretary**

**Raisa Krause, Assistant Secretary**

**October 15, 2026**

GMS
Governmental
Management Services

# Silver Palms West

## Community Development District

### Agenda

| | |
|---|---|
| Seat 3: Yani Lopez Castillo – (C.) | |
| Seat 4: Mailie-Jo Lopez – (V.C.) | |
| Seat 5: Teanna Peralta – (A.S.) | |
| Seat 1: Teresa Baluja – (A.S.) | |
| Seat 2: Raisa Krause – (A.S.) | |

**Thursday**
**October 15, 2026**
**4:00 p.m.**

**The Corsica Club**
**24455 S.W. 119th Avenue, Miami, FL**
**Join the meeting now**
**Meeting ID: 250 597 673 174 and Passcode: 2eT22ti2**
**1 872-240-4685 and Phone Conference ID: 956 575 858#**

1. Roll Call

2. Approval of Minutes of the September 17, 2026 Meeting **– Page 3**

3. Consideration of **Resolution #2027-01** Completion Bond Series 2022 **– Page 13**

4. Staff Reports
   A. Attorney – Update on Agreement with the HOA Regarding the 2026 Holiday Lighting

   B. Engineer

   C. Field – Monthly Report **– Page 17**

   D. Manager

5. Financial Reports
   A. Check Register **– Page 23**

   B. Unaudited Financials **– Page 25**

6. Opening/Selection of Sealed Bids for Landscaping Maintenance Services and Roving Security Services
   A. Roving Security Services Agreement **– Page 38**

   B. Landscape and Irrigation Maintenance Services Agreement **– Page 55**

7. Supervisors Requests and Audience Comments

8. Adjournment

***Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: https://www.silverpalmswestcdd.com***

# MINUTES OF MEETING
# SILVER PALMS WEST
# COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Silver Palms West Community Development District was held on Thursday, September 17, 2026 at 4:00 p.m. at the Corsica Club, 24455 S.W. 119th Avenue, Miami, Florida.

Present and constituting a quorum were:

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| Yani Lopez Castillo | Chairman |
| Maillie Jo Lopez | Vice Chairperson |
| Teanna Peralta | Assistant Secretary |

Also present were:

| | |
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| Ben Quesada | District Manager |
| Gabriella Fernandez | District Counsel |
| Wendy Lopez | HOA Property Manager (Corsica) |
| Javier Castillo | Veridian Group |
| Sebastian Martinez | Veridian Group |
| Several Residents | (present and by phone) |

## FIRST ORDER OF BUSINESS — Roll Call

Mr. Quesada called the meeting to order and called the roll.

## SECOND ORDER OF BUSINESS — Approval of Minutes of the August 20, 2026 Meeting

Mr. Quesada: Jumping into item No. 2 of the agenda which is approval of the minutes from the August 20, 2026 meeting, are there any comments from the Board?

Mr. Yani Castillo: No, I reviewed them, none from me.

Ms. Mailie-Jo Lopez: None from me.

Mr. Quesada: Ok, I just need a motion to approve the minutes.

> On MOTION by Mr. Yani Castillo seconded by Ms. Mailie-Jo Lopez with all in favor, the Minutes of the August 20, 2026 Meeting were approved.

## THIRD ORDER OF BUSINESS Acceptance of Audit for Fiscal Year Ending in September 30, 2025

Mr. Quesada: Item No. 3 on today's agenda is acceptance of the audit for the fiscal year ending on September 30, 2025 which starts on page 33. Usually about page, and let me give you the exact page, this is just to let you guys know everything was found to be in good standing there's a summary report, it's usually around page 20.

Mr. Yani Castillo: This is the new one that we selected?

Mr. Quesada: Yes. Ok, so starting on page 23 of the audit they provides a summary, oh no this was the last one, so you're right, so the new audit will be done this year, this is still Grau.

Mr. Yani Castillo: Ok.

Mr. Quesada: So, it's on page 25 of the audit, your audit was found to be in good standing which starts on page 25, goes to page 26, and also on page 27 they give you a full summary. If there are no questions, I just need a motion from the Board to accept the audit.

Mr. Yani Castillo: No, I see that on page 25, that's the minutes.

Mr. Quesada: No, I mean by page 25 of the audit so it would be starting on page, the summary of the audit starts on page 59 of the agenda.

Mr. Yani Castillo: Ok.

Mr. Quesada: And they give you another one on page 29, that's page 63 of the agenda. If I have no other comments, I just need a motion from the Board to accept the audit report.

> On MOTION by Mr. Yani Castillo seconded by Ms. Mailie-Jo Lopez with all in favor, accepting the audit for Fiscal Year ending in September 30, 2025 was approved.

## FOURTH ORDER OF BUSINESS Discussion of Landscaping and Security Services

Mr. Quesada: We'll skip over section 4 for now so we can get through other items on the agenda and then we'll circle back really quickly for that.

## FIFTH ORDER OF BUSINESS Staff Reports

Mr. Quesada: Moving on to staff report, anything from our attorney?

### A. Attorney

Ms. Fernandez: Just a reminder that your ethics training is due December 31st, that's the same 4 hour video that you have to watch every year. Right now the only place that you'll indicate that you have completed it is in next year's Form 1, so the Form 1 that's due July 1st, that's on an honor system but, I always recommend that when you receive the little certificate at the end of the video or once you've done it just send Ben an email so that it becomes part of the record in the off chance that they do request any sort of proof of completion to go ahead and have that, just in your back pocket. That's all I have unless you guys have any questions for me.

Mr. Yani Castillo: None, not at this time.

Ms. Mailie-Jo Lopez: I don't have any.

### B. Engineer

Mr. Quesada: Engineer, I have nothing, I did speak to him earlier today they'll be attending the next meeting in October where we're have plenty of information to go over with the engineer.

### C. Field - Monthly Report

Mr. Quesada: Field report, just a couple of things that popped up during one of our more recent inspections, there was obviously a tree that we re-staked recently in front of the homes on 119th Place, so it's touch and go over there so there's nothing really happening but, it's something where we need to monitor it.

Mr. Yani Castillo: We re-staked it but what we, the association re-staked it, but that's because and this was the one, right?

Ms. Wendy Lopez: No, that was the owner who purchased the tree, it fell and then they re-staked it.

Mr. Yani Castillo: Ok, got it.

Mr. Quesada: And I'm only monitoring it for us for a while, after a certain point the CDD called it in because of road hazard.

Ms. Wendy Lopez: Yes.

Mr. Quesada: Then there was another item, Wendy, thank you for pointing it out noticed that there was a missing stop sign, I don't think there was one ever installed there, there was no evidence of there having been a sign there previously. So, we did check the

plans, we did see that there was a stop sign missing there, just because of a safety hazard we actually could need to have that addressed as you can see on page 69 of the agenda, also that's page 4 of the field report we had the stop sign installed there.

Mr. Yani Castillo: Ok.

Mr. Quesada: Nothing else to really cover under the field, unless there are any other comments.

## D. Manager

### 1) Final Approval of the FY2025-FY2026 Report Performance Measures and Standards

Mr. Quesada: We can jump into the manager's section, it's an annual requirement, I know we went over the legislative session stuff but I was hoping to hear some good news but, we have to perform this measure stuff that comes up every year. This Board has set three criteria for its performance measures and annual standards which is community communication and engagement, infrastructure and facilities maintenance and financial transparency and accountability. So, I put together a final report for you all, it starts on page 73 of your agenda, the actual cover page for it, and it just goes into all those criteria in a little bit more detail, you have a goal of a minimum of three meetings for the year, you had nine meetings this fiscal year including today, so we accepted that standard, we achieved it. Then meeting compliance, everything was posted as required in the newspaper and on the District's website, field inspections, you guys were receiving monthly reports from your staff whether we had a meeting or not. District engineer inspection, you had your annual engineering report on the August 20th agenda, and that was accepted. Your annual budget preparation, you guys adopted your budget on August 20th, financial reports are posted on every agenda and on the District's website, and the annual financial audit which we just covered and actually finished that.

Mr. Yani Castillo: Ok.

Mr. Quesada: You did also have some stormwater stuff mentioned in here as part of your report so we continue to revisit that on a year to year basis. If there are no questions, I just need a motion from the Board to accept final report for this fiscal year.

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| On MOTION by Mr. Yani Castillo seconded by Ms. Mailie-Jo Lopez with all in favor, final approval of the FY2025-FY2026 Report Performance Measures and Standards was approved. |

**2) Consideration of FY2026-FY2027 Performance Measures and Standards by Florida Statute 189.0694**

Mr. Quesada: And for the next fiscal year since we're getting to the end of the calendar year, we do have to present the criteria for fiscal year 2027, so if there are no comments or changes by the Board which you guys are welcomed to revisit at any time, we just need to post at least on the website to be in compliance, the performance measures for the upcoming fiscal year.

Mr. Yani Castillo: I don't have any adjustments to it, I think it's fine.

Ms. Mailie-Jo Lopez: Yes, I think so too.

Mr. Quesada: Ok, I appreciate that, and again, if you ever want to revisit we can bring it to another meeting.

Mr. Yani Castillo: Ok.

Ms. Mailie-Jo Lopez: Ok.

Mr. Quesada: I just need a motion to approve.

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| On MOTION by Mr. Yani Castillo seconded by Ms. Mailie-Jo Lopez with all in favor, accepting the FY2026-FY2027 Performance Measures and Standards as required by Florida Statute 189.0694 was approved. |

## SIXTH ORDER OF BUSINESS Financial Reports

**A. Check Register**

**B. Unaudited Financials**

*(No Action was taken on this item as requested by the Board at the previous meeting)*

Mr. Quesada: That covers pretty much the entire agenda, we need to jump into one final section, section No. 4.

## FOURTH ORDER OF BUSINESS Discussion of Landscaping and Security Services (Cont.)

Mr. Yani Castillo: Ok, so on agenda item No. 4, I will recuse myself, and I'll enter into the record Form 8B and I'll give one to counsel, and one to the manager. Agenda item No.

4, this measure before my agency and the nature of my conflicting interest in the measure is as follows; the measure before the Silver Palms West Community Development District Board of Supervisors involves District action relating to services and procurement in which Veridian Group, Inc. has a financial interest or is a prospective participant. I have a conflicting interest because I am an owner and officer of Veridian and receive compensation from Veridian. Accordingly, I publicly disclosed the nature of my interest prior to the review, deliberation and vote on agenda item No. 4. I will abstain from the review, deliberation and vote of the measure. I have presented a verbal and written version of this disclosure for the record. I'm going to turn off my phone and I will leave the room.

Mr. Quesada: For the record Yani Castillo has left the meeting, we are now in section 4 which is the discussion on the landscaping and security services which starts on page 64. I was presented from the HOA management some invoices that are related to the landscaping and security over the last 3 months but, based on the timeline and where the District is at they are requesting payment for the month of October as well which is forthcoming. I brought on today's agenda I just need direction and discussion from the Board as far as how you want to handle that request.

Ms. Mailie-Jo Lopez: Is there a way of amending the first reimbursement and adding those 4 months until we get the sealed bids completed and then we'll move forward from there?

Ms. Fernandez: We don't recommend amending the reimbursement agreement, just rather creating one completely new one just for the 3 to 4 months that were contemplated in the original agreement.

Ms. Mailie-Jo Lopez: Ok, so that will be 4 months because October, by the time we finish it will be already done, so that way we don't have any issues we just keep it that way November we start with a new one.

Ms. Fernandez: Yes, that way it will be up until October and hopefully like you said, by November the sealed bid process will already be complete and you guys have a vendor selected and then the contract will be directly with the CDD and we won't have to do any of this anymore.

Ms. Mailie-Jo Lopez: Ok.

Mr. Quesada: And just for the record, the District has assessed the dollar amounts necessary to be able to pay for any services for landscaping and security in its fiscal year

2026 budget, we're going to be entering the 2027 fiscal year which starts a new but, the assessments are the same, so as far as budgetary impact to the CDD there is sufficient funds to be able to take care of that.

Ms. Mailie-Jo Lopez: Ok. If we move forward with creating a new contract is that wasting a lot of time or we're going to be waiting potentially for getting the funds for that amount of time?

Mr. Quesada: Do you know how long it would take to draft and prepare an agreement?

Ms. Fernandez: A week or a week and a half.

Ms. Mailie-Jo Lopez: Ok, perfect.

Ms. Fernandez: Because the next time I can sit in the office and do it.

Ms. Mailie-Jo Lopez: Ok.

Mr. Quesada: Ok, perfect. Just for the record, for landscaping the dollar amount is $79,545.24 and the for security it's $93,166.40 for 4 months, and each of those covers July through October, 2026 which is 4 months.

Ms. Mailie-Jo Lopez: Perfect.

Mr. Quesada: I just need a motion from the Board to authorize District counsel to prepare the agreement.

> On MOTION by Ms. Peralta seconded by Ms. Mailie-Jo Lopez with all in favor, authorizing District Counsel to prepare a Reimbursement Agreement with Corsica HOA for $79,545.24 for landscaping services, and also $93,166.40 for security services from July, 2026 to October, 2026 was approved.

Mr. Quesada: Is there any other discussion on this subject, if not, I can go grab Yani before we adjourn.

Ms. Mailie-Jo Lopez: No.

Mr. Quesada: Ok. Alright, just for the record Yani Castillo has rejoined the Silver Palms West CDD meeting.

## SEVENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

Mr. Quesada: We've already covered all the items of today's agenda with the exception of Supervisor's requests and audience comments. So, right now we are under audience comments is there anyone in the audience in person or on the phone now that would wish to address the Board? Hearing none, are there any Supervisor's requests?

Mr. Yani Castillo: No, just a question to put on the radar because we are engaging Holiday Outdoor Décor again this year, what's the plan for District owned property, the same process?

Mr. Quesada: Yes, and a question for you because it's just something, I know we did it last year, we did a reimbursement agreement with Corsica which goes to a third party, which the holiday lighting with Holiday Outdoor Décor, it was done last year, it is something that we would have to amend or just revisit this year, there are CDD areas that are lit and so the HOA carries the bulk of it, and they entered into an agreement with the lighting company and the CDD areas get reimbursed to the HOA.

Ms. Fernandez: You're better off doing a new reimbursement, like a reimbursement agreement you can amend it, it's just not recommend because it's again, just for a one-time reimbursement, so you can just create a new agreement for the next year.

Mr. Quesada: Ok, so as long as we're operating within the approved line item with Holiday lighting which is what we were able to do last year, can I just get direction from the Board for authorization to have new agreement.

Mr. Yani Castillo: But it would mean within the budget.

Mr. Quesada: We would need, so basically the way we would work it is with any agreement that the HOA entered into and any CDD areas that are covered within the Board approved line item, and we can go over it again but, if it's similar to last year there is sufficient funds for that display, then the CDD attorney would prepare and use that exhibit, we would haven't do a proposal, like last year should have the CDD areas itemized and we could reimburse the HOA for those dollar amounts.

Ms. Malie-Jo Lopez: Ok.

Mr. Yani Castillo: Ok.

Mr. Quesada: So, I just need direction from the Board so that counsel can prepare the reimbursement agreement using the HOA's agreement with Holiday Outdoor Décor as the exhibit.

Mr. Yani Castillo: Yes, ok and I just want to confirm you said are we limited to this line item amount $16,214?

Mr. Quesada: No, that was one line item.

Mr. Yani Castillo: So, we're not limited to $16,214?

Mr. Quesada: No, and let me pull up your financials, give me one second.

Mr. Yani Castillo: Ok, everything else I'm good, I just want to make sure of that.

Mr. Quesada: No, you're right, it was more than that.

Ms. Fernandez: It's $20,000, it's what's on the budget.

Mr. Quesada: Correct, so it would be the $16,000 that you have now and then you do have enough money in contingency to cover another $9,000 if necessary, but there are other items like sidewalk repairs just for the record.

Mr. Yani Castillo: Ok, and I don't think we'll get that high, I just wanted to make sure.

Mr. Quesada: And I want you to know when I look at your O&M, it's all one bank account, even though you have line items broken down. What I can tell you is we have done thankfully because you're such a new community there hasn't been a need to repair any trip hazards or sidewalks issues this year, so right there you have a full line item that's untouched this year at $13,613 on sidewalk repairs.

Mr. Yani Castillo: Ok.

Mr. Quesada: So there's sufficient funds in your budget, and so what happens at the end of every year, this is just to refresh your memories, any line items that are unused it rolls into what's called your fund balance and that's used to offset assessments for next year. We just finished covering the budget, the last one, but I can assure you just looking at a handful of some of those line items, there's going to be savings and there's going to be a fund balance so what I would need direction from the Board is using any funds available in the existing O&M to be able to authorize counsel to prepare a reimbursement agreement for Holiday Outdoor Décor.

Ms. Fernandez: Did you set a not to exceed amount in that motion?

Mr. Quesada: No, but it would just be save we could do that, what would be a comfortable number from the Board?

Mr. Yani Castillo: I mean last year we did $33,000, right?

Ms. Malie-Jo Lopez: For lighting?

Mr. Yani Castillo: Yes, let me check, so last year we did, oh no we did $16,214, ok so not to exceed $20,000.

Ms. Malie-Jo Lopez: Yes, ok $20,000.

Mr. Quesada: Ok, so for record we have the motion from the Board for the holiday reimbursement not to exceed $20,000 for CDD areas.

> On MOTION by Mr. Yani Castillo seconded by Ms. Mailie-Jo Lopez with all in favor, authorizing staff to prepare a Reimbursement Agreement with Corsica HOA of a not to exceed amount of $20,000 for holiday lighting of CDD areas provided by Holiday Outdoor Décor was approved.

## EIGHTH ORDER OF BUSINESS Adjournment

Mr. Quesada: Any other Supervisor's comments? I'm still hearing no comments from the audience. I just need a motion to adjourn.

> On MOTION by Mr. Yani Castillo seconded by Ms. Mailie-Jo Lopez with all in favor, the meeting was adjourned.

_____ _____

Secretary /Assistant Secretary Chairman / Vice Chairman

**RESOLUTION 2027-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT DECLARING CERTAIN PUBLIC IMPROVEMENTS WITHIN THE SERIES 2022 PROJECT TO BE COMPLETE; ACCEPTING SAME; AND ESTABLISHING THE THIRTY (30) DAY PERIOD PROVIDED IN SECTION 170.09, *FLORIDA STATUTES* ("*F.S.*"), WITHIN WHICH PROPERTY OWNERS WITHIN THE DISTRICT MAY PRE-PAY THEIR DEBT ASSESSMENTS WITHOUT INTEREST; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to Chapter 190, Florida Statutes, the Silver Palms West Community Development District (the "District") was established on December 11, 2020, by Ordinance No. 20-126 enacted by the Board of County Commissioners ("BOCC") of Miami-Dade County, Florida (the "County"), and the boundaries of the District were expanded on December 26, 2025, enacted by Ordinance No. 25-119 of the BOCC of the County; and

**WHEREAS,** Section 190.012, *F.S.*, authorized the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructure for public benefit, including, but not limited to, including, without limitation, stormwater management and control facilities, including earthwork related thereto; water distribution and sanitary sewer systems, including related connection fees; onsite and offsite roadway improvements, including related impact fees; if determined necessary, the acquisition of interests in land related to the foregoing; related soft and incidental costs; and other related improvements, which public infrastructure systems, facilities and improvements are more specifically described in the Engineer's Report for Silver Palms West Community Development District, dated January 15, 2021, prepared by Ford Engineers, Inc., as may be further amended or supplemented from time to time, as amended or supplemented from time to time (collectively, the "Engineer's Report"); and

**WHEREAS**, in order to provide funding for such public infrastructure improvements constituting the Project serving the development of the lands located within the District, on January 31, 2022, the District issued its $15,085,000 Special Assessment Bonds, Series 2022 (2022 Project) (the "Series 2022 Bonds"); and

**WHEREAS**, the specific public infrastructure improvements funded by the District through the issuance of the Series 2022 Bonds are collectively identified as the Project; and

**WHEREAS**, in order to provide the revenue necessary to pay the debt service on the Series 2022 Bonds, the District's Board of Supervisors adopted Resolution 2021-20 on March 19, 2021, pursuant to Section 170.05, *F.S.*, levying debt special assessments on the lands located in the District's original boundaries benefitted by the Project; and

**WHEREAS**, Section 170.09, *F.S.* provides that the owners of parcels of non-exempt real property within the District's boundaries, that are subject to such a debt special assessment may pay his/her/its pro rata share of the special assessment without interest at any time within thirty (30) days after the Project is completed and a resolution accepting same has been adopted by the governing authority of the District; and

**WHEREAS**, the District Engineer of the District has submitted to the District a certificate dated September 30, 2026 certifying to the District that the Project has been completed, a copy of which certificate is attached hereto as Exhibit "A";

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT, THAT:**

1. The Project, funded through the issuance of the Series 2022 Bonds and benefitting the lands within the District are hereby declared to be complete and, by adoption of this Resolution, are accepted by the District.

2. Unless otherwise waived by a property owner expressly or by operation of law, the 30-day period provided in Section 170.09, *F.S.*, shall run from the date of adoption of this Resolution, within which period the owners of non-exempt real property within the District's boundaries shall have the right to pre-pay without interest the debt special assessment allocated to their non-exempt real property.

**PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT and EFFECTIVE** this _____ day of _____, 2026.

**ATTEST:**

By:_____
Ben Quesada, Assistant Secretary

**SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT**

By:_____

Print name: _____
Chairperson, Board of Supervisors

**EXHIBIT "A"**

**DISTRICT ENGINEER'S CERTIFICATE**

Alvarez Engineers

8935 NW 35 Lane, Suite 101 Doral, FL 33172
Tel (305) 640-1345
Email juan.alvarez@alvarezeng.com

September 30, 2026

Mr. Ben Quesada
District Manager
Silver Palms West Community Development District
c/o Governmental Management Services – South Florida, LLC
5385 N Nob Hill Road
Sunrise, FL 33351

**Reference: Silver Palms West Community Development District**
**Certificate of Consulting Engineer Regarding the Completion of the Special Assessment Bonds, Series 2022 (the "2022 Project").**

**Via Email Only: BQuesada@gmssf.com**

Dear Mr. Quesada:

This certificate is furnished in accordance with Section 5.01(c) of the Master Indenture (the "Indenture") between Silver Palms West Community Development District ("District") and U.S. Bank National Association ("Trustee") dated as of January 1, 2022, and is intended to evidence the completion of the Special Assessment Bonds Series 2022 Project (the "2022 Project") undertaken by the District.

As of the date of this certificate, the Project described in the Engineer's Report for Silver Palms West Community Development District prepared by Ford Engineers, Inc. dated January 15, 2021, has been completed.

There are no amounts that need to be retained by the Trustee in the Series 2024 Project Account for costs of the Project not then due and payable. This certificate is given without prejudice to any rights against third parties which exist as of the date of this certificate, or which may subsequently come into being.

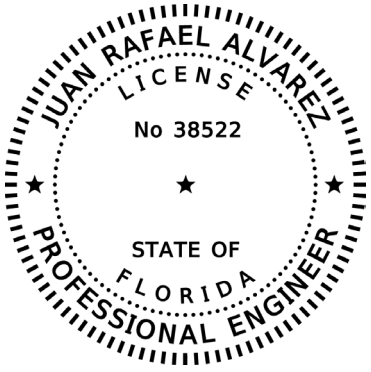
**Alvarez Engineers, Inc.**

Juan R Alvarez

Digitally signed by Juan R Alvarez
Date: 2026.09.30 10:37:21 -04'00'

President
District Engineer

Cc Mr. Michael Pawelczyk,
District Legal Counsel
mjp@bclmr.com




This item has been digitally signed and sealed by Juan R. Alvarez, PE on the date adjacent to the seal.

Signature must be verified on any electronic copies.

# Silver Palms West CDD




## FIELD REPORT

**October 15, 2026**

**Governmental Management Services-South Florida, LLC**
**5385 N. Nob Hill Road Sunrise, FL 33351**

FIELD DIVISION REPORT
Ben Quesada
bquesada@gmssf.com
(954) 721-8681 EXT 219

## ***LANDSCAPING***

Landscaping services were provided by Corsica HOA.







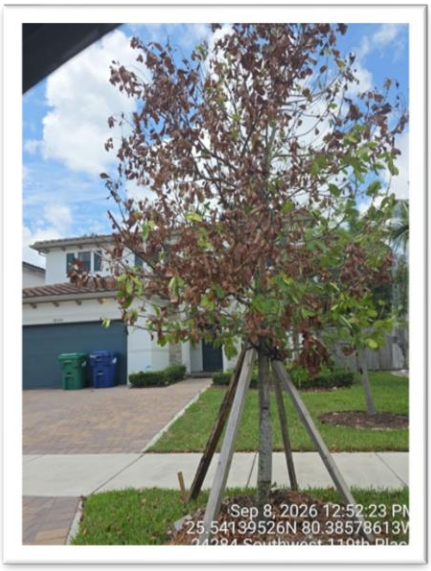






- Holiday lights installed at 117 AVE entrance palms.

FIELD DIVISION REPORT
Ben Quesada
bquesada@gmssf.com
(954) 721-8681 EXT 219




- Monitoring recently re-staked tree in front of 24300 SW 119 PL.




- Hedge plant replacement pending on SW 247 TER.

FIELD DIVISION REPORT
Ben Quesada
bquesada@gmssf.com
(954) 721-8681 EXT 219













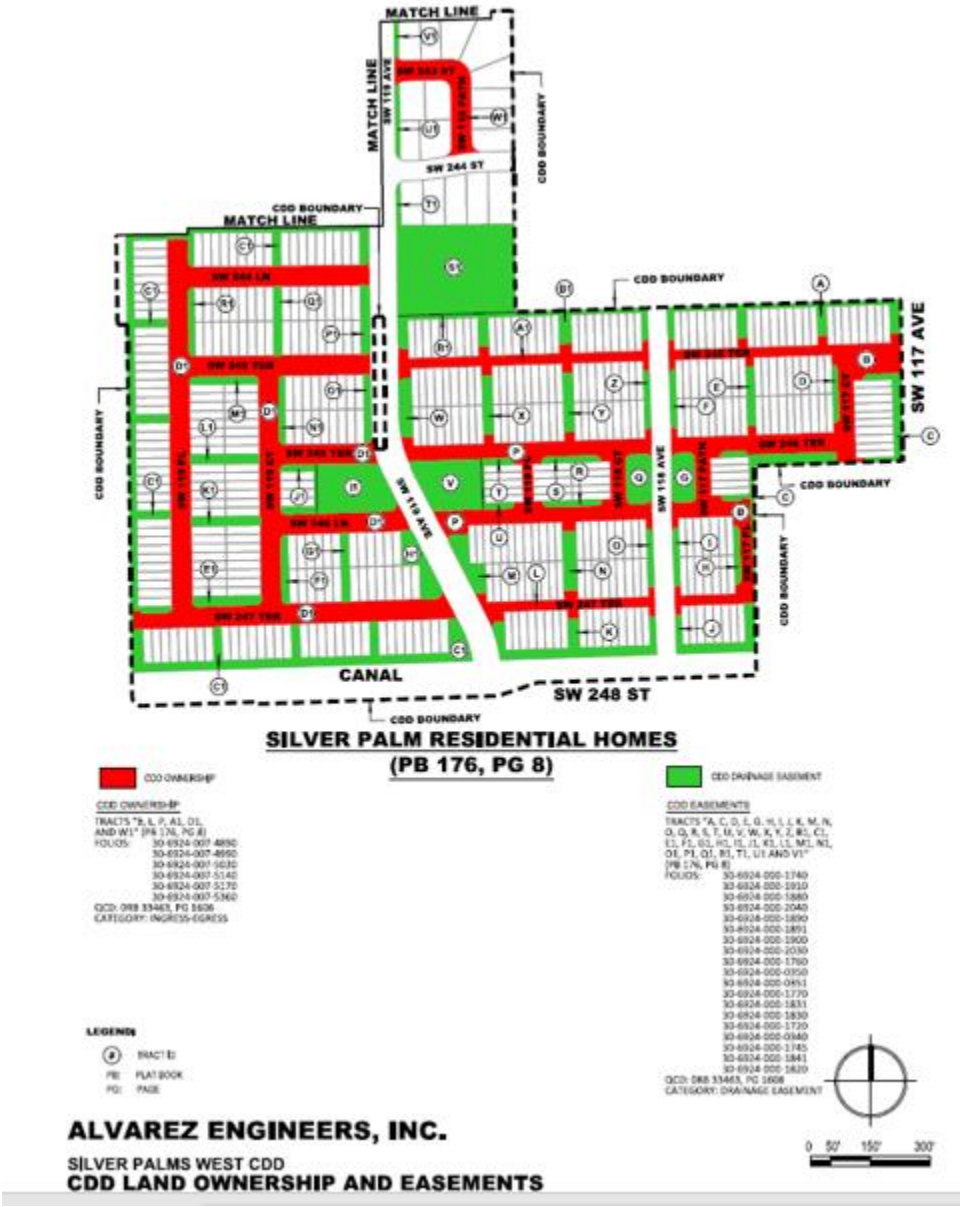
- Observed vehicle parked at SW 247 TER during school pickup time 10.6.2026.

- Observed maintenance vehicle parked on SW 119 PL on 10.6.2026.

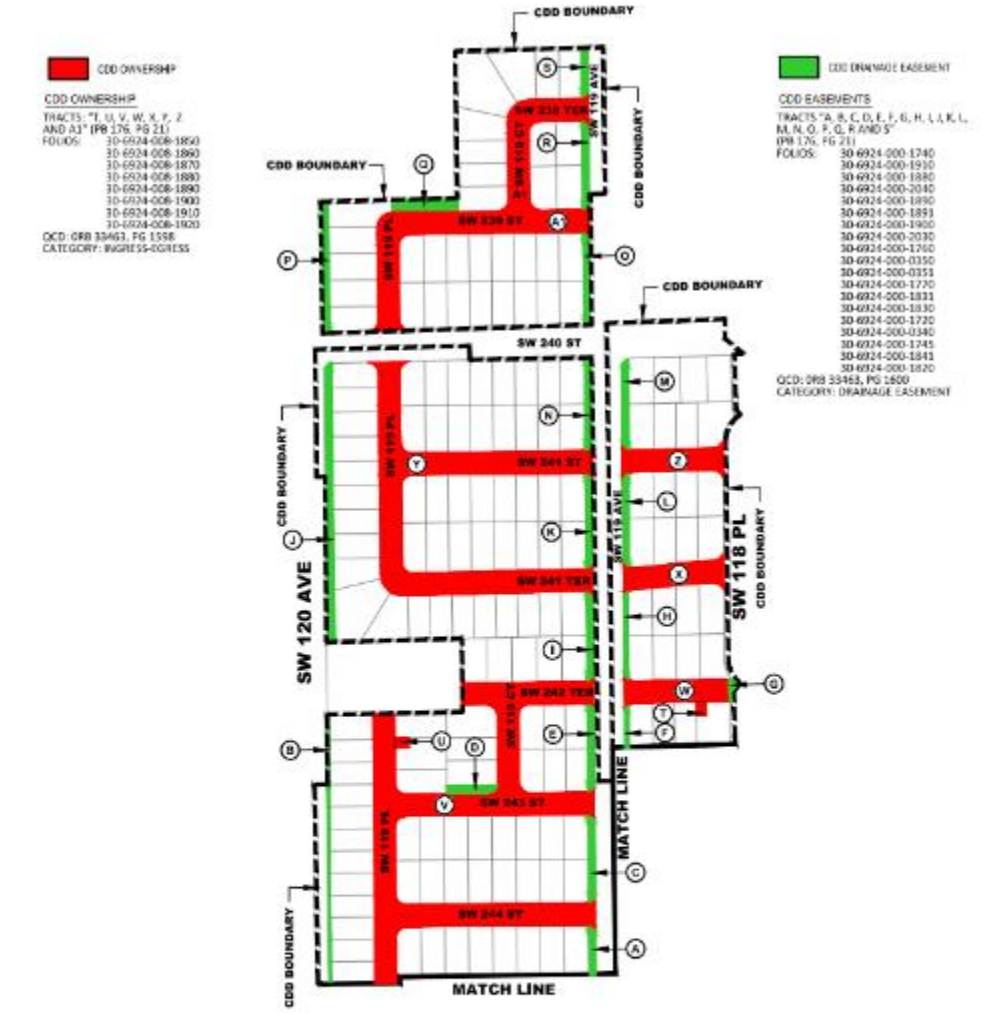
FIELD DIVISION REPORT
Ben Quesada
bquesada@gmssf.com
(954) 721-8681 EXT 219

# ***EXHIBIT A***

District Ownership Map



FIELD DIVISION REPORT
Ben Quesada
bquesada@gmssf.com
(954) 721-8681 EXT 219




**ESTATES AT SILVER PALM**
**(PB 176, PG 21)**

LEGEND:
(S) TRACT ID
PB: PLAT BOOK
PG: PAGE

0 50 150 300

**ALVAREZ ENGINEERS, INC.**

SILVER PALMS WEST CDD
**CDD LAND OWNERSHIP AND EASEMENTS**

EXHIBIT 4

Page 7

# Silver Palms West
## COMMUNITY DEVELOPMENT DISTRICT

### Fiscal Year 2026
## Check Register

### 9/1/26 - 9/30/26

| *Date* | *check #'s* | | *Amount* |
|---|---|---|---|
| 9/1 - 9/30 | *230 - 234* | $ | 15,961.22 |
| | **TOTAL** | | **$15,961.22** |

*** CHECK DATES 09/01/2026 - 09/30/2026 *** SILVER PALMS WEST - GENERAL
BANK A REGIONS BANK

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO... YRMO | DPT ACCT# SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 9/03/26 | 00003 | 7/31/26 | 199999 | 202607 | 310-51300-31500 | | | * | 2,214.50 | | |
| | | | JUL 26 - GENERAL COUNSEL | | | | | | | | |
| | | | | | | | BILLING COCHRAN, P.A. | | | 2,214.50 | 000230 |
| 9/03/26 | 00001 | 9/01/26 | 95 | 202609 | 320-53800-34000 | | | * | 1,070.00 | | |
| | | | SEP 26 - FIELD SERVICES | | | | | | | | |
| | | 9/01/26 | 96 | 202609 | 310-51300-34000 | | | * | 3,091.25 | | |
| | | | SEP 26 - MGMT FEES | | | | | | | | |
| | | 9/01/26 | 96 | 202609 | 310-51300-35100 | | | * | 47.67 | | |
| | | | SEP 26 - COMPUTER TIME | | | | | | | | |
| | | 9/01/26 | 96 | 202609 | 310-51300-31300 | | | * | 190.83 | | |
| | | | SEP 26 - DISSEMINATION | | | | | | | | |
| | | 9/01/26 | 96 | 202609 | 310-51300-49500 | | | * | 95.42 | | |
| | | | SEP 26 - WEBSITE ADMIN | | | | | | | | |
| | | 9/01/26 | 96 | 202609 | 310-51300-42000 | | | * | .78 | | |
| | | | SEP 26 - POSTAGE | | | | | | | | |
| | | 9/01/26 | 96 | 202609 | 310-51300-42500 | | | * | 1.20 | | |
| | | | SEP 26 - COPIES | | | | | | | | |
| | | | | | | | GMS-SF, LLC | | | 4,497.15 | 000231 |
| 9/03/26 | 00016 | 8/31/26 | IN182075 | 202608 | 310-51300-48000 | | | * | 756.04 | | |
| | | | BUDGET ADOPTION/BOS MTGS | | | | | | | | |
| | | 8/31/26 | IN182076 | 202608 | 310-51300-48000 | | | * | 795.01 | | |
| | | | BUDGET ADOPTION/BOS MTGS | | | | | | | | |
| | | 8/31/26 | IN182077 | 202608 | 310-51300-48000 | | | * | 792.07 | | |
| | | | LANDSCAPE/IRRIGATION BID | | | | | | | | |
| | | 8/31/26 | IN182078 | 202608 | 310-51300-48000 | | | * | 673.95 | | |
| | | | SECURITY SERVICES BID | | | | | | | | |
| | | | | | | | MCCLATCHY COMPANY, LLC | | | 3,017.07 | 000232 |
| 9/24/26 | 00008 | 9/09/26 | 9488 | 202608 | 310-51300-31100 | | | * | 3,265.00 | | |
| | | | AUG 26 - ENGINEERING SVCS | | | | | | | | |
| | | | | | | | ALVAREZ ENGINEERS | | | 3,265.00 | 000233 |
| 9/24/26 | 00003 | 8/31/26 | 200425 | 202608 | 310-51300-31500 | | | * | 2,967.50 | | |
| | | | AUG 26 - GENERAL COUNSEL | | | | | | | | |
| | | | | | | | BILLING COCHRAN, P.A. | | | 2,967.50 | 000234 |

TOTAL FOR BANK A 15,961.22

TOTAL FOR REGISTER 15,961.22

# *Silver Palms West*

## *Community Development District*

## *Unaudited Financial Reporting*

*September 30, 2026*

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# Silver Palms West
## Community Development District
### Combined Balance Sheet
### September 30, 2026

| | General Fund | Debt Service Fund | Capital Project Fund | Totals Governmental Funds |
|---|---|---|---|---|
| **Assets:** | | | | |
| Cash: | | | | |
| Operating Account | $ 26,307 | $ - | $ - | $ 26,307 |
| Due from General Fund | - | - | - | - |
| | | | | |
| Investments: | | | | |
| State Board of Administration (SBA) | 420,142 | - | - | 420,142 |
| | | | | |
| Series 2022 | | | | |
| Reserve | - | 416,453 | - | 416,453 |
| Revenue | - | 349,018 | - | 349,018 |
| Acq & Construction | - | - | 24,323 | 24,323 |
| | | | | |
| Series 2026 | | | | |
| Reserve | - | 14,662 | - | 14,662 |
| Interest | - | 39,765 | - | 39,765 |
| Revenue | - | 267 | - | 267 |
| Acq & Construction | - | - | 81,130 | 81,130 |
| Cost of Inssuance | - | - | 447 | 447 |
| | | | | |
| **Total Assets** | **$ 446,449** | **$ 820,165** | **$ 105,900** | **$ 1,372,514** |
| | | | | |
| **Liabilities:** | | | | |
| Accounts Payable | $ 214 | $ - | $ - | $ 214 |
| Due to Debt Service | - | - | - | - |
| | | | | |
| **Total Liabilites** | **$ 214** | **$ -** | **$ -** | **$ 214** |
| | | | | |
| **Fund Balance:** | | | | |
| Restricted for: | | | | |
| Debt Service | $ - | $ 820,165 | $ - | $ 820,165 |
| Capital Project | | | 105,900 | 105,900 |
| Unassigned | 446,235 | - | - | 446,235 |
| | | | | |
| **Total Fund Balances** | **$ 446,235** | **$ 820,165** | **$ 105,900** | **$ 1,372,301** |
| | | | | |
| Total Liabilities & Fund Balance | $ 446,449 | $ 820,165 | $ 105,900 | $ 1,372,514 |

# Silver Palms West

## Community Development District

### General Fund

### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

| | Adopted Budget | Prorated Budget Thru 09/30/26 | Actual Thru 09/30/26 | Variance |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Special Assessments - Tax Roll | $ 742,151 | $ 742,151 | $ 747,301 | $ 5,150 |
| Interest Income | 3,000 | 3,000 | 23,749 | 20,749 |
| **Total Revenues** | **$ 745,151** | **$ 745,151** | **$ 771,050** | **$ 25,899** |
| **Expenditures:** | | | | |
| ***General & Administrative:*** | | | | |
| Supervisor Fees | $ 12,000 | $ 12,000 | $ 5,200 | $ 6,800 |
| FICA Taxes | 918 | 918 | 398 | 520 |
| Engineering | 10,000 | 10,000 | 16,422 | (6,422) |
| Attorney | 15,000 | 15,000 | 31,114 | (16,114) |
| Annual Audit | 5,200 | 5,200 | 5,200 | - |
| Assessment Administration | 3,000 | 3,000 | 3,000 | - |
| Arbitrage Rebate | 550 | 550 | 550 | - |
| Dissemination Agent | 2,290 | 2,290 | 2,290 | - |
| Trustee Fees | 4,434 | 4,434 | 4,434 | - |
| Management Fees | 37,095 | 37,095 | 37,095 | - |
| Information Technology | 572 | 572 | 572 | - |
| Website Maintenance | 1,145 | 1,145 | 1,145 | - |
| Telephone | 50 | 50 | - | 50 |
| Postage & Delivery | 150 | 150 | 55 | 95 |
| Insurance General Liability | 7,041 | 7,041 | 6,163 | 878 |
| Printing & Binding | 750 | 750 | 18 | 732 |
| Legal Advertising | 2,000 | 2,000 | 14,104 | (12,104) |
| Other Current Charges | 1,500 | 1,500 | 2,216 | (716) |
| Office Supplies | 90 | 90 | 0 | 90 |
| Dues, Licenses & Subscriptions | 175 | 175 | 175 | - |
| **Total General & Administrative** | **$ 103,960** | **$ 103,960** | **$ 130,151** | **$ (26,190)** |

# Silver Palms West

## Community Development District

### General Fund

### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

| | Adopted Budget | Prorated Budget Thru 09/30/26 | Actual Thru 09/30/26 | Variance |
|---|---|---|---|---|
| ***Field Expenditures*** | | | | |
| ***Field Expenditures*** | | | | |
| Field Management | $ 12,840 | $ 12,840 | $ 12,840 | $ - |
| Landscape Maintenance | 195,000 | 195,000 | 178,977 | 16,023 |
| Landscape - One Time Enhancement Project | 112,500 | 112,500 | 67,273 | 45,227 |
| Security Service | 253,000 | 253,000 | 297,124 | (44,124) |
| Porter Services | 12,000 | 12,000 | - | 12,000 |
| Plant Replacement | 10,000 | 10,000 | 13,500 | (3,500) |
| Repairs & Maintenance | 11,000 | 11,000 | 2,775 | 8,225 |
| Drainage Maintenenance | 10,000 | 10,000 | - | 10,000 |
| Sidewalk Repair | 14,851 | 14,851 | - | 14,851 |
| Holiday Lighting | - | - | 16,214 | (16,214) |
| Contingency | 10,000 | 10,000 | - | 10,000 |
| **Subtotal Field Expenditures** | **$ 641,191** | **$ 641,191** | **$ 588,703** | **$ 52,488** |
| **Total Expenditures** | **$ 745,151** | **$ 745,151** | **$ 718,853** | **$ 26,298** |
| **Excess (Deficiency) of Revenues over Expenditu** | $ - | $ - | $ 52,197 | $ 52,197 |
| **Net Change in Fund Balance** | **$ -** | **$ -** | **$ 52,197** | **$ 52,197** |
| **Fund Balance - Beginning** | $ - | | $ 394,039 | |
| **Fund Balance - Ending** | $ - | | $ 446,235 | |

# Silver Palms West

## Community Development District

### Debt Service Fund Series 2022

### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

| | Adopted Budget | Prorated Budget Thru 09/30/26 | Actual Thru 09/30/26 | Variance |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Special Assessments - Tax Roll | $ 832,906 | $ 832,906 | $ 836,740 | $ 3,834 |
| Interest Income | 15,000 | 15,000 | 32,683 | $ 17,683 |
| **Total Revenues** | **$ 847,906** | **$ 847,906** | **$ 869,424** | **$ 21,518** |
| **Expenditures:** | | | | |
| Interest - 12/15 | $ 250,819 | $ 250,819 | $ 250,819 | $ - |
| Principal - 06/15 | 335,000 | 335,000 | 335,000 | - |
| Interest - 06/15 | 250,819 | 250,819 | 250,819 | - |
| **Total Expenditures** | **$ 836,638** | **$ 836,638** | **$ 836,638** | **$ -** |
| **Excess (Deficiency) of Revenues over Expenditures** | $ 11,268 | $ 11,269 | $ 32,786 | $ 21,518 |
| **Other Financing Sources/(Uses):** | | | | |
| Transfer In/(Out) | $ (10,000) | $ (10,000) | $ (13,524) | $ (3,524) |
| **Total Other Financing Sources/(Uses)** | $ (10,000) | $ (10,000) | $ (13,524) | $ (3,524) |
| **Net Change in Fund Balance** | **$ 1,268** | **$ 1,269** | **$ 19,262** | **$ 17,993** |
| **Fund Balance - Beginning** | $ 276,168 | | $ 746,209 | |
| **Fund Balance - Ending** | $ 277,436 | | $ 765,471 | |

# Silver Palms West

## Community Development District

### Capital Projects Fund Series 2022

### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

| | Adopted Budget | Prorated Budget Thru 09/30/26 | Actual Thru 09/30/26 | Variance |
|---|---|---|---|---|
| **Revenues** | | | | |
| Interest Income | $ - | $ - | $ 2,401 | $ 2,401 |
| **Total Revenues** | **$ -** | **$ -** | **$ 2,401** | **$ 2,401** |
| **Expenditures:** | | | | |
| Capital Outlay/Improvements | $ - | $ - | $ 86,312 | $ (86,312) |
| **Total Expenditures** | **$ -** | **$ -** | **$ 86,312** | **$ (86,312)** |
| **Excess (Deficiency) of Revenues over Expenditures** | **$ -** | **$ -** | **$ (83,911)** | **$ (83,911)** |
| **Other Financing Sources/(Uses)** | | | | |
| Transfer In/(Out) | $ - | $ - | $ 13,524 | $ 13,524 |
| **Total Other Financing Sources (Uses)** | **$ -** | **$ -** | **$ 13,524** | **$ 13,524** |
| **Net Change in Fund Balance** | **$ -** | | **$ (70,387)** | |
| **Fund Balance - Beginning** | $ - | | $ 94,710 | |
| **Fund Balance - Ending** | $ - | | $ 24,323 | |

# Silver Palms West

## Community Development District

### Debt Service Fund Series 2026

### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

| | Adopted Budget | Prorated Budget Thru 09/30/26 | Actual Thru 09/30/26 | Variance |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Special Assessments - Tax Roll | $ - | $ - | $ - | $ - |
| Interest Income | - | - | 365 | 365 |
| **Total Revenues** | **$ -** | **$ -** | **$ 365** | **$ 365** |
| **Expenditures:** | | | | |
| Interest - 11/1 | $ - | $ - | $ - | $ - |
| Principal - 05/1 | - | - | - | - |
| Interest - 05/1 | - | - | - | - |
| **Total Expenditures** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Excess (Deficiency) of Revenues over Expenditures** | $ - | $ - | $ 365 | $ 365 |
| **Other Financing Sources/(Uses):** | | | | |
| Bond Proceeds | $ - | $ - | $ 54,427 | $ 54,427 |
| Transfer In/(Out) | - | - | (98) | (98) |
| **Total Other Financing Sources/(Uses)** | $ - | $ - | $ 54,329 | $ 54,329 |
| **Net Change in Fund Balance** | **$ -** | **$ -** | **$ 54,694** | **$ 54,694** |
| **Fund Balance - Beginning** | $ - | | $ - | |
| **Fund Balance - Ending** | $ - | | $ 54,694 | |

# Silver Palms West

## Community Development District

### Capital Projects Fund Series 2026

### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

| | Adopted Budget | Prorated Budget Thru 09/30/26 | Actual Thru 09/30/26 | Variance |
|---|---|---|---|---|
| **Revenues** | | | | |
| Interest Income | $ - | $ - | $ 9,144 | $ 9,144 |
| **Total Revenues** | **$ -** | **$ -** | **$ 9,144** | **$ 9,144** |
| **Expenditures:** | | | | |
| Capital Outlay/Improvements | $ - | $ - | $ 1,721,064 | $ (1,721,064) |
| Cost of Issuance | - | - | 297,174 | (297,174) |
| **Total Expenditures** | **$ -** | **$ -** | **$ 2,018,238** | **$ (1,721,064)** |
| **Excess (Deficiency) of Revenues over Expenditures** | **$ -** | **$ -** | **$ (2,009,094)** | **$ (1,711,919)** |
| **Other Financing Sources/(Uses)** | | | | |
| Bond Proceeds | $ - | $ - | $ 2,090,573 | $ 2,090,573 |
| Transfer In/(Out) | - | - | 98 | 98 |
| **Total Other Financing Sources (Uses)** | **$ -** | **$ -** | **$ 2,090,671** | **$ 2,090,671** |
| **Net Change in Fund Balance** | **$ -** | | **$ 81,577** | |
| **Fund Balance - Beginning** | $ - | | $ - | |
| **Fund Balance - Ending** | $ - | | $ 81,577 | |

# Silver Palms West

## Community Development District

### Month to Month

| | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Revenues:** | | | | | | | | | | | | | |
| Special Assessments - Tax Roll | $ - | $ 89,338 | $ 582,062 | $ 13,563 | $ 7,343 | $ 19,691 | $ 13,091 | $ 5,862 | $ 16,353 | $ - | $ - | $ - | $ 747,301 |
| Interest Income | 752 | 706 | 1,315 | 2,999 | 2,684 | 2,916 | 2,800 | 2,882 | 2,523 | 1,421 | 1,400 | 1,352 | 23,749 |
| **Total Revenues** | **$ 752** | **$ 90,044** | **$ 583,377** | **$ 16,561** | **$ 10,026** | **$ 22,607** | **$ 15,891** | **$ 8,744** | **$ 18,876** | **$ 1,421** | **$ 1,400** | **$ 1,352** | **$ 771,050** |
| **Expenditures:** | | | | | | | | | | | | | |
| ***General & Administrative:*** | | | | | | | | | | | | | |
| Supervisor Fees | $ 600 | $ - | $ - | $ 600 | $ - | $ 1,000 | $ 600 | $ 600 | $ 600 | $ - | $ 600 | $ 600 | $ 5,200 |
| FICA Taxes | 46 | - | - | 46 | - | 77 | 46 | 46 | 46 | - | 46 | 46 | $ 398 |
| Engineering | - | - | 366 | 3,301 | 154 | 115 | 4,645 | 788 | - | 3,575 | 3,479 | - | $ 16,422 |
| Attorney | 3,417 | 500 | 567 | 5,929 | 3,363 | 3,010 | 1,778 | 2,600 | 4,770 | 2,215 | 2,968 | - | $ 31,114 |
| Annual Audit | - | - | - | 5,200 | 500 | (500) | - | - | - | - | - | - | $ 5,200 |
| Assessment Administration | 3,000 | - | - | - | - | - | - | - | - | - | - | - | $ 3,000 |
| Arbitrage Rebate | - | - | - | - | 550 | - | - | - | - | - | - | - | $ 550 |
| Dissemination Agent | 191 | 191 | 191 | 191 | 191 | 191 | 191 | 191 | 191 | 191 | 191 | 191 | $ 2,290 |
| Trustee Fees | - | - | - | - | 4,434 | - | - | - | - | - | - | - | $ 4,434 |
| Management Fees | 3,091 | 3,091 | 3,091 | 3,091 | 3,091 | 3,091 | 3,091 | 3,091 | 3,091 | 3,091 | 3,091 | 3,091 | $ 37,095 |
| Information Technology | 48 | 48 | 48 | 48 | 48 | 48 | 48 | 48 | 48 | 48 | 48 | 48 | $ 572 |
| Website Maintenance | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | $ 1,145 |
| Telephone | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| Postage & Delivery | 5 | 4 | 1 | 2 | 13 | 5 | 5 | 7 | 1 | 8 | 2 | 1 | $ 55 |
| Insurance General Liability | 6,163 | - | - | - | - | - | - | - | - | - | - | - | $ 6,163 |
| Printing & Binding | - | - | - | - | 11 | - | 1 | 0 | 0 | 0 | 4 | 1 | $ 18 |
| Legal Advertising | - | - | - | 618 | 7,112 | 321 | - | 1,143 | - | 1,892 | 3,017 | - | $ 14,104 |
| Other Current Charges | 136 | 153 | 156 | 140 | 170 | 198 | 352 | 173 | 172 | 219 | 146 | 201 | $ 2,216 |
| Office Supplies | - | - | - | - | 0 | - | - | - | - | - | - | - | $ 0 |
| Dues, Licenses & Subscriptions | 175 | - | - | - | - | - | - | - | - | - | - | - | $ 175 |
| **Total General & Administrative** | **$ 16,967** | **$ 4,081** | **$ 4,516** | **$ 19,261** | **$ 19,733** | **$ 7,650** | **$ 10,851** | **$ 8,782** | **$ 9,014** | **$ 11,334** | **$ 13,686** | **$ 4,274** | **$ 130,151** |

# Silver Palms West
## Community Development District
### Month to Month

| | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ***Operations & Maintenance*** | | | | | | | | | | | | | |
| **Field Expenditures** | | | | | | | | | | | | | |
| Field Management | $ 1,070 | $ 1,070 | $ 1,070 | $ 1,070 | $ 1,070 | $ 1,070 | $ 1,070 | $ 1,070 | $ 1,070 | $ 1,070 | $ 1,070 | $ 1,070 | $ 12,840 |
| Landscape Maintenance | - | - | - | - | - | - | - | - | 178,977 | - | - | - | 178,977 |
| Landscape - One Time Enhanacement Project | - | - | - | - | - | - | - | - | 67,273 | - | - | - | 67,273 |
| Security Service | - | - | - | - | 87,500 | - | - | - | 209,624 | - | - | - | 297,124 |
| Porter Services | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Plant Replacement | - | - | - | - | 13,500 | - | - | - | - | - | - | - | 13,500 |
| Repairs & Maintenance | - | 2,775 | - | - | - | - | - | - | - | - | - | - | 2,775 |
| Drainage Maintenenance | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Sidewalk Repair | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Holiday Lighting | - | - | - | - | 16,214 | - | - | - | - | - | - | - | 16,214 |
| Contingency | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **Subtotal Field Expenditures** | **$ 1,070** | **$ 3,845** | **$ 1,070** | **$ 1,070** | **$ 118,284** | **$ 1,070** | **$ 1,070** | **$ 1,070** | **$ 456,944** | **$ 1,070** | **$ 1,070** | **$ 1,070** | **$ 588,703** |
| **Total Expenditures** | **$ 18,037** | **$ 7,926** | **$ 5,586** | **$ 20,331** | **$ 138,017** | **$ 8,720** | **$ 11,921** | **$ 9,852** | **$ 465,958** | **$ 12,404** | **$ 14,756** | **$ 5,344** | **$ 718,853** |
| **Excess (Deficiency) of Revenues over Exper** | $ (17,286) | $ 82,117 | $ 577,791 | $ (3,769) | $ (127,991) | $ 13,887 | $ 3,970 | $ (1,108) | $ (447,082) | $ (10,983) | $ (13,356) | $ (3,993) | $ 52,197 |
| **Net Change in Fund Balance** | **$ (17,286)** | **$ 82,117** | **$ 577,791** | **$ (3,769)** | **$ (127,991)** | **$ 13,887** | **$ 3,970** | **$ (1,108)** | **$ (447,082)** | **$ (10,983)** | **$ (13,356)** | **$ (3,993)** | **$ 52,197** |

# Silver Palms West

## Community Development District

## Long Term Debt Report

| Series 2022, Special Assessment Bonds | | |
|---|---|---|
| Original Bond Issue Amount: | | $15,085,000 |
| Term 1: | $1,625,000 | |
| Interest Rate: | 2.60% | |
| Maturity Date: | June 15, 2027 | |
| Term 2: | $1,865,000 | |
| Interest Rate: | 3.00% | |
| Maturity Date: | June 15, 2032 | |
| Term 3: | $4,755,000 | |
| Interest Rate: | 3.25% | |
| Maturity Date: | June 15, 2042 | |
| Term 4: | $6,840,000 | |
| Interest Rate: | 4.00% | |
| Maturity Date: | June 15, 2052 | |
| Reserve Fund Definition | 50% of Maximum Annual Debt Service | |
| Reserve Fund Requirement | $416,453 | |
| Reserve Fund Balance | $416,453 | |
| Bonds Outstanding - 1/31/22 | | $15,085,000 |
| Less: Principal Payment - 6/15/23 | | ($310,000) |
| Less: Principal Payment - 6/15/24 | | ($315,000) |
| Less: Principal Payment - 6/15/25 | | ($325,000) |
| Less: Principal Payment - 6/15/26 | | ($335,000) |
| **Current Bonds Outstanding** | | **$13,800,000** |

| Series 2026, Special Assessment Bonds | | |
|---|---|---|
| Original Bond Issue Amount: | | $2,145,000 |
| Term 1: | $400,000 | |
| Interest Rate: | 4.25% | |
| Maturity Date: | May 1, 2036 | |
| Term 2: | $640,000 | |
| Interest Rate: | 5.15% | |
| Maturity Date: | May 1, 2046 | |
| Term 3: | $1,105,000 | |
| Interest Rate: | 5.60% | |
| Maturity Date: | May 1, 2056 | |
| Reserve Fund Definition | 10% of Maximum Annual Debt Service | |
| Reserve Fund Requirement | $14,662 | |
| Reserve Fund Balance | $14,662 | |
| Bonds Outstanding - 6/23/26 | | $2,145,000 |
| **Current Bonds Outstanding** | | **$2,145,000** |

# Silver Palms West

## COMMUNITY DEVELOPMENT DISTRICT

### Special Assessment Receipts - Miami/Dade County

### Fiscal Year 2026

| | | | |
|---|---|---|---|
| Gross Assessments | $ 781,213.36 | $ 876,743.15 | $ 1,657,956.51 |
| Net Assessments | $ 742,152.69 | $ 832,905.99 | $ 1,575,058.68 |

**ON ROLL ASSESSMENTS**

| | | | |
|---|---|---|---|
| allocation in % | 47.12% | 52.88% | 100.00% |

| *Date* | *Gross Amount* | *Discount/ Penalty* | *Commission* | *Interest* | *Net Receipts* | *O&M Portion* | *2022 Debt Service* | *Total* |
|---|---|---|---|---|---|---|---|---|
| 11/14/25 | $ 51,853.93 | $ 2,074.11 | $ 497.80 | $ - | $ 49,282.02 | $ 23,221.22 | $ 26,060.80 | $ 49,282.02 |
| 11/15/25 | 3,589.35 | 157.38 | 34.32 | - | 3,397.65 | 1,600.94 | 1,796.71 | 3,397.65 |
| 11/28/25 | 144,066.02 | 5,762.50 | 1,383.03 | - | 136,920.49 | 64,515.63 | 72,404.86 | 136,920.49 |
| 12/05/25 | 1,254,969.00 | 50,199.06 | 12,047.70 | - | 1,192,722.24 | 561,999.39 | 630,722.85 | 1,192,722.24 |
| 12/19/25 | 44,546.81 | 1,538.48 | 430.09 | - | 42,578.24 | 20,062.46 | 22,515.78 | 42,578.24 |
| 01/09/26 | 24,463.75 | 733.90 | 237.30 | - | 23,492.55 | 11,069.47 | 12,423.08 | 23,492.55 |
| 01/09/26 | 2,050.91 | 61.53 | 19.89 | - | 1,969.49 | 928.00 | 1,041.49 | 1,969.49 |
| 01/23/26 | - | - | - | 1,565.17 | 1,565.17 | 1,565.17 | - | 1,565.17 |
| 02/11/26 | 16,187.20 | 446.81 | 157.40 | - | 15,582.99 | 7,342.56 | 8,240.43 | 15,582.99 |
| 03/11/26 | 42,662.45 | 450.79 | 422.12 | - | 41,789.54 | 19,690.83 | 22,098.71 | 41,789.54 |
| 04/17/26 | 27,705.56 | 277.05 | - | - | 27,428.51 | 12,924.05 | 14,504.46 | 27,428.51 |
| 04/22/26 | - | - | - | 166.65 | 166.65 | 166.65 | - | 166.65 |
| 05/15/26 | 12,199.87 | (365.99) | 125.66 | - | 12,440.20 | 5,861.70 | 6,578.50 | 12,440.20 |
| 06/17/26 | 8,011.21 | (240.33) | 82.52 | - | 8,169.02 | 3,849.16 | 4,319.86 | 8,169.02 |
| 06/29/26 | 25,650.45 | (1,154.30) | 268.05 | - | 26,536.70 | 12,503.84 | 14,032.86 | 26,536.70 |
| **TOTAL** | **$ 1,657,956.51** | **$ 59,940.99** | **$ 15,705.88** | **$ 1,731.82** | **$ 1,584,041.46** | **$ 747,301.07** | **$ 836,740.39** | **$ 1,584,041.46** |

| | |
|---|---|
| **100.00%** | **Percent Collected** |
| **$ -** | **Balance Remaining to Collect** |

**SERVICES AGREEMENT**
**(Roving Security Services)**

**THIS SERVICES AGREEMENT** is made and entered into this _____ day of _____, 2026 (the "Agreement"), by and between:

**SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami-Dade County, Florida, and whose mailing address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District");

and

_____, a Florida _____, whose principal and mailing address is _____ (the "Contractor").

## RECITALS

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

**WHEREAS,** the District desires to retain an independent contractor to provide security services for those certain lands and areas within the boundaries of the District, as more particularly described in Exhibit "A", attached hereto and incorporated herein, and solicited for such services through a Security Services RFP (the "RFP"), which RFP is incorporated herein and made a part hereof by reference; and

**WHEREAS**, Contractor has submitted its proposal in response to the RFP dated _____ __, 2026, to provide security services to the District, said proposal, being attached hereto and incorporated herein as Exhibit "B" (the "Proposal"); and

**WHEREAS,** Contractor represents that it is qualified to serve as a security services contractor and has agreed to provide to the District such services identified, herein, in the RFP, and in the Proposal (the "Security Services"); and

**WHEREAS**, the District Board of Supervisors, at its meeting of _____ __, 2026 selected Contractor to provide Security Services to the District; and

**WHEREAS**, District desires to engage Contractor to provide Security Services, as hereinafter described and upon the terms and conditions set forth herein.

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

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

**SECTION 2. DUTIES**

A. The duties, obligations and responsibilities of Contractor are more particularly described herein (the work described therein being referred to as "Security Services"), in the RFP, and in the Proposal attached hereto. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Included as part of the Security Services to be provided by Contractor, but not limited to, are the following:

1.

2.

3.

4.

5.

B. All personnel provided by Contractor pursuant to this Agreement shall perform the Security Services hereunder in a professional manner, consistent with the standard rules and code of conduct of such professionals and in compliance with all state, local, and federal laws, rules, and ordinances. Contractor agrees that the Security Services covered by this agreement shall be performed in accord with accepted security practices and standards.

C. District may adjust the services and number of hours in which Security Services are to be provided under this Agreement.

D. Contractor shall furnish all labor, uniforms, badges, equipment, materials, vehicle(s), supplies, and supervision to satisfactorily perform the protection and patrol services in the manner and at the frequencies set forth herein and in the post orders.

E. Safety: Perform all necessary services to assure, to the degree reasonable and customary in the industry, the safety and protection of residents, guests and public and real and personal property against injury, molestation, loss or damage from any preventable cause including, but not limited to, fire, theft, trespass, malicious mischief, and sabotage. In the event security personnel witness a wrongdoing or crime, security personnel shall attempt to acquire information and report names, addresses, and phone numbers from the offenders and witnesses without exposing himself or herself to possible harm

F. Hazardous Conditions: Report daily to District's representatives potentially hazardous conditions and items in need of repair, including, but not limited to, inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, trip hazards and other potentially dangerous conditions, within the guardhouse.

G. Unauthorized Access: Discover and take appropriate action in response to persons

gaining unauthorized access to the property.

H. Reports and Records: Prepare required orders, instructions and reports, including, but not limited to reports on accidents, gate issues and other incidents witnesses or reported to security personnel, and maintain and make available all records in connection with the duties and responsibilities of this work. Provide a monthly summary of the reports to the District shall be submitted to the District Manager.

I. Emergency Assistance: In the event of emergency or unusual occurrence, summon appropriate assistance such as the local police and/or fire departments and immediately notify District's representatives or other persons, as deemed necessary.

J. Civil Disturbances: Perform such other functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit sabotage or other acts adversely affecting the security and/or safety of District, its employees, property and the general public lawfully in buildings or on the grounds under control of District.

K. Safety Rules and Regulations: Observe and enforce posted rules and regulations.

L. Change of Duties: District reserves the right to act through its representatives to amend, modify, and reissue policies and guidelines, post orders, and special orders. This will not require modification to the basic contract unless such changes increase or decrease the number of productive hours required.

M. All Security Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in Miami-Dade County, Florida. All Security Services performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.

N. Should any Security Services and/or services be required which are not specified in this Agreement or any amendment thereto, 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. District may adjust the scope of services and number of hours in which Security Services are to be provided under this Agreement upon reasonable advanced notice (by e-mail, telephone or in writing) to Contractor which adjustment may result in an adjustment in compensation paid under this Agreement.

O. Contractor agrees that District shall not be liable for the payment of any Security Services or other services not included as part of this Agreement, unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such services.

P. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

Q. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law. At the request of the District Representative, Contractor agrees to reasonably meet with District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

**SECTION 3. COMPENSATION.** In exchange for providing the Security Services identified in the Proposal, as amended from time to time, the District agrees to an annual contract amount not to exceed _____ **AND 00/100 ($___,___.__) DOLLARS**, payable to Contractor as follows:

A**.** The annual contract amount shall not exceed $_____ without the prior approval of the District Board of Supervisors (the "Annual Contract Amount").

B. District shall pay to the Contractor for the Security Services as follows:

1. **Physical guard services**: The Contractor shall provide physical security guard and rover services at a rate of $__.__ per hour (the "Standard Rate") for each security officer furnished pursuant to this Agreement. Security Services shall include ___ (_) rover(s) providing ___ (___) hours of coverage per week. The holiday hourly rate shall be $__.__ per hour for all hours worked. Any holiday not expressly included within the Annual Contract Amount shall be subject to prior approval by the District's Board of Supervisors.

2. **Marked patrol vehicle**: The Contractor shall provide __ (__) marked patrol vehicle at a rate of $___.__ per week, which amount is included in the Annual Contract Amount. Fuel charges associated with the marked patrol vehicle shall be billed separately, and each invoice shall be accompanied by a log of vehicle mileage and corresponding fuel receipts.

3. Increases in the rates specified herein or in the Annual Contract Amount must be approved by the District Board of Supervisors in advance. The District reserves the right to adjust the services and number of work hours authorized under this Agreement. District may request additional security officers at the Standard Rate by giving Contractor no less than 24 hours prior notice, by telephone or in writing, to Contractor. Compensation shall be paid to Contractor on a monthly basis.

4. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable upon receipt by the District within thirty (30) days, unless properly disputed by the District under the Florida "Local Government Prompt Payment Act", Florida Statutes Section 218.70, et seq. (the "Prompt Payment

Act"). District, as a local government entity, is exempt from sales tax on this transaction.

Additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his or her designee, shall not exceed the rates set forth in the Proposal, and further provided that any additional compensation for additional duties shall not cause the total amount for services to exceed the statutory public bidding threshold for service contracts pursuant to Florida Statutes. Following the Contractor's provision of the Security Services during a given month, Contractor shall provide the District with an invoice describing the monthly services provided before the last day of the month representing the pro rata installment of the Contract Amount due for that month. All invoices will be paid in accordance with the Florida Prompt Payment Act.

**SECTION 4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS.** The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform Security Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

**SECTION 5. WAIVER.** It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement and related Specifications, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement and related Specifications.

**SECTION 6. PROTECTION OF PROPERTY AND PUBLIC.**

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Security Services provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Security Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Security Services are being performed, from sunset to sunrise. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of the District or on any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, landscaping, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

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

**SECTION 7. INDEMNIFICATION.**

A. Contractor shall indemnify and hold harmless the District and its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible properly (other than the work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the District or any of its officers, 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 shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any other statute.

**SECTION 8. INSURANCE.**

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and 00/100 Dollars ($100,000.00) per accident. Contractor shall be responsible for

the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

   $1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

   a. Premises and Operations;
   b. Independent Contractors;
   c. Product and Completed Operations Liability;
   d. Broad Form Property Damage; and
   e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
   f. Pollution Damage.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

   $1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Silver Palms West Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal

refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

**SECTION 9. INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

**SECTION 10. SITE MANAGER.** The foreman for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Security Services and upon each occurrence of the performance of the Security Services. The District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding the Security Services. The Contractor will notify the District Manager by the first of every month of the service schedule for the subsequent month.

**SECTION 11. TERM.** This Agreement shall commence on the Effective Date of _____ __, 2026, upon the execution by the parties, and, unless otherwise terminated in accordance with this Agreement, shall end and terminate on September 30, 2027, which thereafter shall automatically be extended for extension terms of one year each, coinciding with the Fiscal Year of the District, unless otherwise terminated as provided in this Agreement herein, and subject to the Contractor's acceptable level of performance and approved funding by District.

**SECTION 12. AGREEMENT.** This instrument, together with its exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

**SECTION 13. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor.

**SECTION 14. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

**SECTION 15. TERMINATION.** This Agreement may be terminated by the District at any time and at the discretion of the District, with or without cause, upon thirty (30) days written notice to Contractor. This Agreement may be terminated by Contractor at any time, with or without cause, upon thirty (30) days written notice to the District.

Upon the effective date of the termination and except as otherwise directed, the Contractor shall:

A. Cease the performance of all Security Services under this Agreement; and

B. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the Security Services under this Agreement as is not terminated; and

C. Terminate all orders and subcontractors, effective on the termination date, to the extent that they relate to the performance of Security Services terminated by the notice of termination; and

D. Complete performance of the Security Services through the effective date of termination; and

E. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Agreement, which is in the possession of the Contractor and in which the District has or may acquire an interest; and

F. Deliver to District releases and satisfactions of liens for all labor, materials, and supplies provided prior to the termination date; and

G. Prior to the termination date, take all other necessary action to transfer or coordinate the transfer of the Security Services to the District or the District's new provider of such Security Services.

The total sum to be paid to the Contractor upon termination shall not exceed the amount due to Contractor pursuant to Agreement for any completed Security Services. The fair value, as determined by the District, of property which is destroyed, lost, stolen, or damaged so as to

become undeliverable to the District, shall be removed from and excluded from any amounts due and payable to the Contractor.

**SECTION 16. NOTICES.** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT: **Silver Palms West Community Development District**
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attention: District Manager

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

CONTRACTOR: _____
_____
_____
Attention: _____

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. 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 in this Agreement.

**SECTION 17. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

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

**SECTION 19. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Miami-Dade County, Florida.

**SECTION 20. PUBLIC RECORDS.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

2. Upon the request of 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 in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. 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 the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. **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/CONTRACT, THE**

**CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**GOVERNMENTAL MANAGEMENT SERVICES-SOUTH FLORIDA, LLC**
**5385 N. NOB HILL ROAD**
**SUNRISE, FLORIDA 33351**
**TELEPHONE: (954) 721-8681**
**EMAIL: records@gmssf.com**

**SECTION 21. DEFINITIONS.** Terms used in this Agreement that are defined in the Security Services Proposal shall have the meanings indicated therein.

**SECTION 22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 23. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

**SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 25. 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.

**SECTION 26. FAMILIARITY WITH LAWS.** Contractor shall be required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Security Services being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

**SECTION 27. E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section

448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

**SECTION 28. RESPONSIBLE VENDOR DETERMINATION.** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

**SECTION 29. SCRUTINIZED COMPANY OR OTHER ENTITY CERTIFICATION.** Contractor hereby certifies that as of the date below Contractor is not listed on a scrutinized companies or other entities list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

A. For agreements of one hundred thousand dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement, Contractor is not on the Scrutinized Company or Other Entities that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement:

    1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List.

    2. Contractor does not appear on the Scrutinized Companies with Activities in Iran Terrorism Sectors List.

    3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List,

the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

**SECTION 30. CONVICTED VENDOR LIST.** Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

**SECTION 31. ANTI-HUMAN TRAFFICKING AFFIDAVIT.** Contractor shall provide the District with an affidavit executed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(14), Florida Statutes.

**SECTION 32. EXTRA WORK.** Contractor shall perform all Extra Work not specified herein that may be ordered in writing by the District. For the Extra Work, the Contractor shall be paid at the rate named in the this Agreement for such Extra Work of a similar nature and character or at the agreed upon rate or fee as set forth in a written proposal, work authorization, or task order detailing such Extra Work. Except as hereinafter provided, all Extra Work ordered and performed in accordance with the above paragraph will be paid for at the price in the written order for such Extra Work. The price (or rate) shall have been approved by the District and mutually agreed by the Contractor.

**SECTION 33. CONFLICTS.** To the extent that there is a conflict with respect to any provisions of this Agreement, the RFP, or the Proposal, the provision in the main body of the Agreement shall govern over the Proposal and the RFP, and the Proposal shall govern over the RFP.

**SECTION 34. DAMAGE TO DISTRICT PROPERTY.** Contractor will be held responsible for the care, protection, and condition of all work performed pursuant to this Agreement and will be required to make good at its own cost, or reimburse the District for, any damage or injury to the District's property, including, but not limited to, damage to or destruction of sodded areas owned or maintained by the District, resulting from Contractor's performance of the Scope of Work or otherwise occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its employees, agents, subcontractors, or suppliers.

**IN WITNESS WHEREOF**, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

ATTEST:

**SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes**

_____

Print name: _____
Secretary/Assistant Secretary

_____

Print name:_____
Chairman/Vice-Chairman

_____ day of _____, 2026

WITNESSES: (not needed if this instrument is executed via DocuSign in accordance with the requirements of Chapter 688, F.S.)

**CONTRACTOR:**

_____
_____, a Florida _____

_____

_____
[PRINT NAME OF WITNESS]

By:_____

_____

Print name: _____

_____
[PRINT NAME OF WITNESS]

Title: _____

_____ day of _____, 2026

(CORPORATE SEAL)

## EXHIBIT "A"

## DISTRICT BOUNDARY MAP

**EXHIBIT "B"**

**PROPOSAL**

**SERVICES AGREEMENT**
**(LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT)**

**THIS SERVICES AGREEMENT** is made and entered into this _____ day of _____, 2026 (the "Agreement"), by and between:

**SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami-Dade County, Florida, and whose mailing address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District");

and

_____, a Florida _____, whose principal and mailing address is _____ (the "Contractor").

## RECITALS

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

**WHEREAS,** the District is responsible for the landscape maintenance of certain areas located within the boundaries of the District, which areas are more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Landscape Areas"); and

**WHEREAS,** the District has a need to retain an independent landscape maintenance service provider to provide such services to the Landscape Areas within the District (the "Landscape Maintenance Services"), and solicited for such services through a Landscape and Irrigation Maintenance Services RFP (the "RFP"), which RFP is incorporated herein and made a part hereof by reference; and

**WHEREAS**, Contractor has submitted its proposal in response to the RFP dated ____ __, 2026, to provide Landscape Maintenance Services to the District, said proposal, being attached hereto and incorporated herein as Exhibit "B" (the "Proposal"); and

**WHEREAS,** Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to furnish to the District those Landscape Maintenance Services identified, herein, in the RFP, and in the Proposal; and

**WHEREAS**, the District Board of Supervisors, at its meeting of _____ __, 2026 selected Contractor to provide Landscape Maintenance Services to the District.

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

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

**SECTION 2. DUTIES**

A. The duties, obligations and responsibilities of Contractor are described herein, in the RFP, and in the Proposal, attached hereto. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Nothing in this Agreement shall be construed to obligate either party to conduct business exclusively with the other party.

B. Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality Landscape Maintenance Services in accordance with this Agreement and the Proposal.

C. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. Contractor shall perform all the work and provide all the labor required by and pursuant to this Agreement.

E. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the performance of the work.

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

G. At the request of the District Representative, the Contractor agrees to meet with the District Representative to walk the property to discuss conditions, schedules, times, and other matters of concern regarding this Agreement.

H. The Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Landscape Maintenance Services within five (5) calendar days.

I. On a monthly basis, the Contractor shall perform inspections of the Landscape Area to ensure the quality of the Landscape Maintenance Services, proactively identify and resolve landscape and irrigation maintenance issues, and conduct wet checks according to its Standard Operating Procedure for Wet Checks (collectively, the "Monthly Inspections"). Further, Contractor shall provide written reports detailing Landscape Maintenance Services performed during the prior month and the results of Contractor's Monthly Inspections to the District Manager or his or her designee on a monthly basis.

J. Contractor shall regularly notify the District Manager of the District or his or her designee via email or as otherwise approved by the District Manager of the time and dates when

Landscape Maintenance Services are scheduled to be performed and after such services have been performed. On no more than a monthly basis, Contractor shall prepare and deliver to the District Manager or his or her designee via email reports detailing Landscape Maintenance Services performed during the prior month.

K. Contractor agrees, as an independent contractor, to undertake and perform the Landscape Maintenance Services specified in this Agreement, as amended from time to time, or in any authorized work order by the District issued in connection with this Agreement and accepted by Contractor.

L. All Landscape Maintenance Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in Miami-Dade County, Florida. All Landscape Maintenance Services performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.

M. Should any Landscape Maintenance Services and/or services be required which are not specified in this Agreement or any amendment thereto, 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.

N. Contractor agrees that District shall not be liable for the payment of any Landscape Maintenance Services or other services not included as part of this Agreement, unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such services.

O. Nothing in this Agreement shall be construed to obligate the District to purchase landscape or plant materials from Contractor or to require District to utilize Contractor to perform landscape and plant installation or trimming.

P. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor’s acts or omissions or the acts or omissions of its subcontractors or suppliers.

Q. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

R. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor.

Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law. At the request of the District Representative, Contractor agrees to reasonably meet with District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

S. To the extent applicable to this Agreement, Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2023 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to said all such rules, regulations, and standards in connection with all work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

**SECTION 3. COMPENSATION.**

A. In exchange for providing the Landscape Maintenance Services pursuant to this Agreement, as amended from time to time, the District agrees to an annual contract amount not to exceed _____ **AND 00/100 DOLLARS ($0,000.00)**, payable to the Contractor as follows:

**Service:** **Compensation**

B. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or its designee, shall not exceed the rates set forth on Contractor's Proposal or the RFP and provided that any additional compensation for additional duties shall not cause the total amount for landscape services to exceed the statutory public bidding threshold for maintenance contracts pursuant to Sections 190.033 and 287.017, Florida Statutes. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable upon receipt. Charges remaining unpaid forty-five (45) days after receipt of the invoice shall bear interest at the rate of one percent (1%) per month.

C. Neither the amount of compensation per service visit nor the Annual Contract Amount shall be increased unless an increase in either or both is approved in writing by both parties and reflected in an amendment to this Agreement made in accordance with Section 13 of this Agreement.

**SECTION 4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS.** The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform Landscape Maintenance Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

**SECTION 5. WAIVER.** It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement and related Proposal, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement and related Proposal.

**SECTION 6. PROTECTION OF PROPERTY AND PUBLIC.**

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Landscape Maintenance Services provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Landscape Maintenance Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Landscape Maintenance Services are being performed, from sunset to sunrise. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of the District or on any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, landscaping, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

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

**SECTION 7. INDEMNIFICATION.**

A. Contractor shall indemnify and hold harmless the District and its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible properly (other than the work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the District or any of its officers, 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 shall not be limited in any way by any limitation in the amount of

type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any other statute.

**SECTION 8. INSURANCE.**

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and 00/100 Dollars ($100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

   $1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

   a. Premises and Operations;
   b. Independent Contractors;
   c. Product and Completed Operations Liability;
   d. Broad Form Property Damage; and
   e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
   f. Pollution Damage.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Silver Palms West Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

**SECTION 9. INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities

and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

**SECTION 10. SITE MANAGER.** The foreman for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Landscape Maintenance Services and upon each occurrence of the performance of the Landscape Maintenance Services. The District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding the Landscape Maintenance Services. The Contractor will notify the District Manager by the first of every month of the service schedule for the subsequent month.

**SECTION 11. TERM.** This Agreement shall commence on the Effective Date of _____, 2026, upon the execution by the parties, and, unless otherwise terminated in accordance with this Agreement, shall end and terminate on September 30, 2027, which thereafter shall automatically be extended for extension terms of one year each, coinciding with the Fiscal Year of the District, unless otherwise terminated as provided in this Agreement herein, and subject to the Contractor's acceptable level of performance and approved funding by District.

**SECTION 12. AGREEMENT.** This instrument, together with its exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

**SECTION 13. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor.

**SECTION 14. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

**SECTION 15. TERMINATION.** This Agreement may be terminated by the District at any time and at the discretion of the District, with or without cause, upon thirty (30) days written notice to Contractor. This Agreement may be terminated by Contractor at any time, with or without cause, upon thirty (30) days written notice to the District.

Upon the effective date of the termination and except as otherwise directed, the Contractor shall:

A. Cease the performance of all Landscape Maintenance Services under this Agreement; and

B. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the Landscape Maintenance Services under this Agreement as is not terminated; and

C. Terminate all orders and subcontractors, effective on the termination date, to the extent that they relate to the performance of Landscape Maintenance Services terminated by the notice of termination; and

D. Complete performance of the Landscape Maintenance Services through the effective date of termination; and

E. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Agreement, which is in the possession of the Contractor and in which the District has or may acquire an interest; and

F. Deliver to District releases and satisfactions of liens for all labor, materials, and supplies provided prior to the termination date; and

G. Prior to the termination date, take all other necessary action to transfer or coordinate the transfer of the Landscape Maintenance Services to the District or the District's new provider of such Landscape Maintenance Services.

The total sum to be paid to the Contractor upon termination shall not exceed the amount due to Contractor pursuant to Agreement for any completed Landscape Maintenance Services. The fair value, as determined by the District, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District, shall be removed from and excluded from any amounts due and payable to the Contractor.

**SECTION 16. NOTICES.** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT: **Silver Palms West Community Development District**
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attention: District Manager

With copy to: **District Counsel**
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

CONTRACTOR: _____
_____
_____
Attention: _____

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. 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 in this Agreement.

**SECTION 17. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

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

**SECTION 19. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Miami-Dade County, Florida.

**SECTION 20. PUBLIC RECORDS.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

2. Upon the request of 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 in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. 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 the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. **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/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**GOVERNMENTAL MANAGEMENT SERVICES-SOUTH FLORIDA, LLC**
**5385 N. NOB HILL ROAD**
**SUNRISE, FLORIDA 33351**
**TELEPHONE: (954) 721-8681**
**EMAIL: records@gmssf.com**

**SECTION 21. DEFINITIONS.** Terms used in this Agreement that are defined in the Landscape Maintenance Services Proposal shall have the meanings indicated therein.

**SECTION 22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 23. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. All parties participated

fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

**SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 25. 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.

**SECTION 26. FAMILIARITY WITH LAWS.** Contractor shall be required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Landscape Maintenance Services being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

**SECTION 27. E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

**SECTION 28. RESPONSIBLE VENDOR DETERMINATION.** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

**SECTION 29. SCRUTINIZED COMPANY OR OTHER ENTITY CERTIFICATION.** Contractor hereby certifies that as of the date below Contractor is not listed on a scrutinized companies or other entities list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

A. For agreements of one hundred thousand dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement, Contractor is not on the Scrutinized Company or Other Entities that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement:

    1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List.

    2. Contractor does not appear on the Scrutinized Companies with Activities in Iran Terrorism Sectors List.

    3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

**SECTION 30. CONVICTED VENDOR LIST.** Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

**SECTION 31. ANTI-HUMAN TRAFFICKING AFFIDAVIT.** Contractor shall provide the District with an affidavit executed by an officer or representative of the Contractor under penalty of

perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(14), Florida Statutes.

**SECTION 32. EXTRA WORK.** Contractor shall perform all Extra Work not specified herein that may be ordered in writing by the District. For the Extra Work, the Contractor shall be paid at the rate named in the this Agreement for such Extra Work of a similar nature and character or at the agreed upon rate or fee as set forth in a written proposal, work authorization, or task order detailing such Extra Work. Except as hereinafter provided, all Extra Work ordered and performed in accordance with the above paragraph will be paid for at the price in the written order for such Extra Work. The price (or rate) shall have been approved by the District and mutually agreed by the Contractor.

**SECTION 33. CONFLICTS.** To the extent that there is a conflict with respect to any provisions of this Agreement, the RFP, or the Proposal, the provision in the main body of the Agreement shall govern over the Proposal and the RFP, and the Proposal shall govern over the RFP.

**SECTION 34. DAMAGE TO DISTRICT PROPERTY.** Contractor will be held responsible for the care, protection, and condition of all work performed pursuant to this Agreement and will be required to make good at its own cost, or reimburse the District for, any damage or injury to the District's property, including, but not limited to, damage to or destruction of sodded areas owned or maintained by the District, resulting from Contractor's performance of the Scope of Work or otherwise occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its employees, agents, subcontractors, or suppliers.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

ATTEST:

**SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT**

_____ _____

Print name: _____
Secretary/Assistant Secretary

Print name:_____
Chairman/Vice-Chairman

_____ day of _____, 2026

WITNESSES: (not needed if this instrument is executed via DocuSign in accordance with the requirements of Chapter 688, F.S.)

**CONTRACTOR:**

_____
_____, a Florida _____

_____

_____
[PRINT NAME OF WITNESS]

By:_____

_____

Print name: _____

_____
[PRINT NAME OF WITNESS]

Title: _____

_____ day of _____, 2026

(CORPORATE SEAL)

# EXHIBIT "A"

# LANDSCAPE AREA

# EXHIBIT "B"

# CONTRACTOR'S PROPOSAL