

PURCHASE ORDER

Tern Bay Community Community Development District

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: (954) 921-7781
JimWard@JPWardAssociates.com

P.O. NO. 25-0006
DATE June 6, 2025
REF N/A

VENDOR Premier Lakes
1936 Bruce B Downs Blvd, Suite 308
Wesley Chapel, FL 33543
239-707-4899
Bill Kurth
alex.kurth@premierlakesfl.com

SHIP TO James Ward
Tern Bay CDD
2301 NE 37th Street
Fort Lauderdale, FL 33308
954-658-4900
jimward@jpwardassociates.com

Services	Payment Term - Monthly
Annual Lake Maintenance	One-Time Start-up Fee: \$4,000.00 Annual Agreement Amount: \$72,000.00 Monthly Agreement Amount: \$6,000.00

DESCRIPTION	Months	LINE TOTAL
Service Area: The "Service Area" is described as 39 Lakes, consisting of approximately 81,019 linear feet and 141.79 acres. Monthly Agreement Amount: \$6,000.00	12	\$72,000.00
One-Time Start-up Fee: \$4,000.00	1	\$4,000.00
Service Area: The "Service Area" is described as 39 Lakes, consisting of approximately 81,019 linear feet and 141.79 acres. a. Aquatic Weed Control: Growth of undesired aquatic vegetation will be treated upon identification by applying aquatic herbicides and adjuvants. Most of the time, these treatments will occur immediately upon inspection. However, timing may be adjusted to ensure the best results. All efforts will be made to ensure that unwanted vegetation is controlled before it becomes unsightly. b. Algae Control: Algae will be controlled by applying algaecides and adjuvants as needed. c. Shoreline Weed: Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand pulling where appropriate up to control elevation year-round. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that when spraying in beneficial littoral plants, minor damage to native vegetation may occur. d. Littoral Shelf Control (Quarterly Backpack Crews): Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand pulling where appropriate. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that when spraying in beneficial littoral plants, minor damage to native vegetation may occur. e. Water Quality Analysis: Dissolved oxygen, pH, and temperature will be included as needed. More detailed water quality testing will be an additional charge based on the agreed-upon parameters. Remediation will be priced separately. f. Trash Pickup: Premier Lakes will provide minor trash and debris pickup when on-site. In some circumstances, for example, in a community where a significant amount of new home construction is ongoing, and the amount of trash and debris is excessive, trash pickup will be an additional service to be added.		

g. Management Reporting: Service reports detailing the services rendered will be provided following each inspection.

h. Aquatic Consultation: Attendance to monthly board meetings when requested.

SUBTOTAL \$76,000.00

FREIGHT Included

TOTAL **\$76,000.00**

THE PURCHASE ORDER SUBJECT TO THE TERMS AND CONDITIONS
ATTACHED HERE TO AND MADE A PART HEREOF.

SALES TAX EXEMPT NUMBER: 85-8013228253C-7

Authorized by

Date

**COMMUNITY DEVELOPMENT DISTRICT
PURCHASE ORDER -TERMS AND CONDITIONS
EXHIBIT A**

1. Offer: This offer is subject to cancellation by the DISTRICT without notice if not accepted by VENDOR within fourteen (14) days of issuance.

2. Acceptance and Confirmation: This Purchase Order (including all documents attached to or referenced herein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the DISTRICT on the face of this Purchase Order. Each delivery of goods and/or services received by the DISTRICT from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added, and Purchase Order may not be changed except by written instrument executed by the DISTRICT. VENDOR is deemed to be on notice that the DISTRICT objects to any additional or different terms and conditions contained in any acknowledgment, invoice, or other communication from VENDOR, notwithstanding the DISTRICT'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

3. Inspection: All goods and/or services delivered hereunder shall be received subject to the DISTRICT'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the DISTRICT prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are in non-conforming or otherwise rejected by the DISTRICT.

4. Shipping and Invoices:

a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the DISTRICT at the time and place of delivery, provided that risk of loss prior to actual receipt of the goods by the DISTRICT nonetheless remain with VENDOR.

b) No charges will be paid by the DISTRICT for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued, nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.

c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each carload of equipment. The DISTRICT reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

**COMMUNITY DEVELOPMENT DISTRICT
PURCHASE ORDER -TERMS AND CONDITIONS
EXHIBIT A**

d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of DISTRICT Commissioners Purchasing Policy.

5. Time Is of the Essence: Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the DISTRICT alone, shall entitle the DISTRICT to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the DISTRICT for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the DISTRICT'S right to insist upon further compliance with all specifications.

6. Changes: The DISTRICT may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities, and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the DISTRICT and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. Warranties: VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples, or other descriptions furnished or specified by the DISTRICT, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the DISTRICT.

8. Statutory Conformity: Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. Advertising: No VENDOR providing goods and services to the DISTRICT shall advertise the fact that it has contracted with the DISTRICT for goods and/or services, or appropriate or make use of the DISTRICT'S name or other identifying marks or property without the prior written consent of the DISTRICT'S Purchasing Department.

10. Indemnification: VENDOR shall indemnify and hold harmless the DISTRICT from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to

**COMMUNITY DEVELOPMENT DISTRICT
PURCHASE ORDER -TERMS AND CONDITIONS
EXHIBIT A**

employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the DISTRICT or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. Warranty of Non-Infringement

a) VENDOR represents and warrants that all goods sold, or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

b) VENDOR shall indemnify and hold harmless the DISTRICT from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the DISTRICT'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

c) If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the DISTRICT'S option, procure for the DISTRICT the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or t:dditional cost to the DISTRICT).

12. Insurance Requirements: The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. Compliance with Laws In fulfilling the terms of this Purchase Order: VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and Ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and He DISTRICT shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the DISTRICT as a material and substantial breach of the contract arising from this Purchase Order.

14. Force Majeure: Neither the DISTRICT nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with

**COMMUNITY DEVELOPMENT DISTRICT
PURCHASE ORDER -TERMS AND CONDITIONS
EXHIBIT A**

respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the DISTRICT.

15. Assignment: VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the DISTRICT. Any assignment made without such consent shall be deemed void.

16. Taxes: Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. Annual Appropriations: The DISTRICT'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. Termination: This Purchase Order may be terminated at any time by the DISTRICT upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the DISTRICT for breach by VENDOR of the terms and conditions of this Purchase Order, provided that DISTRICT has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. General:

a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and condition of this Purchase Order shall be in and for Manatee County, Florida.

b) Failure of the DISTRICT to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the DISTRICT by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.

c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery, and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.

d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees, and authorized persons.

e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the DISTRICT and/or provide the greatest protection to the DISTRICT shall govern.

**COMMUNITY DEVELOPMENT DISTRICT
PURCHASE ORDER -TERMS AND CONDITIONS
EXHIBIT A**

APPENDIX D: MINIMUM INSURANCE REQUIREMENTS

for

Miromar Lakes Community Development District- Field Maintenance & Management Services

Type of Insurance	Minimum Amount Required
Commercial General & Contractual Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate
Comprehensive Automobile Liability for all owned (private and others), hired and non-owned vehicles	Bodily Injury: \$1,000,000 per occurrence \$1,000,000 aggregate Property Damage: \$1,000,000 per occurrence \$1,000,000 aggregate
Workers Compensation	Employer's Liability: \$1,000,000 per occurrence



Annual Management Program Agreement

Customer Name: Tern Bay CDD

Property Contact: Richard Freeman

Agreement Effective Date: June 1st, 2025 - May 31st, 2026

Program Description: Annual Lake Maintenance

Premier Lakes Consultant: Bill Kurth

Consultant Phone Number: 239-707-4899

This Agreement, dated **May 13th, 2025**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Tern Bay CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
2. **Service Area:** The "Service Area" is described as **39 Lakes, consisting of approximately 81,019 linear feet and 141.79 acres.**
3. **Contract Services:** Premier Lakes will perform **(52) Fifty-Two** inspections per year of the Service Area and provide the following service as necessary.
 - a. **Aquatic Weed Control:** Growth of undesired aquatic vegetation will be treated upon identification by applying aquatic herbicides and adjuvants. Most of the time, these treatments will occur immediately upon inspection. However, timing may be adjusted to ensure the best results. All efforts will be made to ensure that unwanted vegetation is controlled before it becomes unsightly.
 - b. **Algae Control:** Algae will be controlled by applying algaecides and adjuvants as needed.
 - c. **Shoreline Weed:** Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand pulling where appropriate up to control elevation year-round. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that when spraying in beneficial littoral plants, minor damage to native vegetation may occur.



- d. **Littoral Shelf Control (Quarterly Backpack Crews):** Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand pulling where appropriate. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that when spraying in beneficial littoral plants, minor damage to native vegetation may occur.
 - e. **Water Quality Analysis:** Dissolved oxygen, pH, and temperature will be included as needed. More detailed water quality testing will be an additional charge based on the agreed-upon parameters. Remediation will be priced separately.
 - f. **Trash Pickup:** Premier Lakes will provide minor trash and debris pickup when on-site. In some circumstances, for example, in a community where a significant amount of new home construction is ongoing, and the amount of trash and debris is excessive, trash pickup will be an additional service to be added.
 - g. **Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.
 - h. **Aquatic Consultation:** Attendance to monthly board meetings when requested.
4. **One-Time Start-Up Fee:** A one-time charge of **\$4,000.00** for additional products and labor necessary to return lakes to management condition will be invoiced at the commencement of this agreement.
5. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.
6. **Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **\$6,000.00** per **Month** commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.

7. **Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.
8. **Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.
9. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.
10. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.
11. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
12. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
13. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
14. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.

15. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
16. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
17. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
18. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

One-Time Start-up Fee: \$4,000.00

Annual Agreement Amount: \$72,000.00

Monthly Agreement Amount: \$6,000.00

Invoicing Frequency: Monthly

Accepted and Approved:

Tern Bay CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name:

Title:

Date:

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.