MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT

PALM BEACH COUNTY

REGULAR BOARD MEETING

NOVEMBER 20, 2026

10:00 A.M.

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.marshharbourcdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
MARSH HARBOUR
COMMUNITY DEVELOPMENT DISTRICT
Marsh Harbour Community Clubhouse
1000 Marsh Harbour Drive
Riviera Beach, Florida 33404
REGULAR BOARD MEETING
November 20, 2026
10:00 a.m.

A. Call to Order

B. Proof of Publication……..Page 1

C. Seat New Board Members

D. Administer Oath of Office & Review Board Member Responsibilities and Duties

E. Establish Quorum

F. Election of Officers

- Chairman
- Vice Chairman
- Secretary/Treasurer
- Assistant Secretaries

G. Additions or Deletions to Agenda

H. Comments from the Public for Items Not on the Agenda

I. Approval of Minutes

1. October 16, 2026 Regular Board Meeting…….…….....Page 2

J. Old Business

1. Update Regarding Envera
2. Discussion Regarding Russ Landscape and Maintenance Contract……..Page 5

K. New Business

L. Administrative Matters

M. Board Member Comments

N. Adjourn

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Marsh Harbour Cdd
2501 BURNS RD
STE A

PALM BEACH GARDENS FL 334105207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

WPB Palm Beach Post 10/02/2026
WPB palmbeachpost.com 10/02/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/02/2026

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$243.02	
Tax Amount:	$0.00	
Payment Cost:	$243.02	
Order No:	12662210	# of Copies:
Customer No:	730531	1
PO #:	mtg schedule	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Marsh Harbour Community Development District will hold Regular Meetings at 10:00 a.m. in the Marsh Harbour Community Clubhouse located at 1000 Marsh Harbour Drive, Riviera Beach, Florida 33404 on the following dates:

October 16, 2026
November 20, 2026
December 18, 2026
January 8, 2027
February 19, 2027
March 19, 2027
April 16, 2027
May 21, 2027
June 11, 2027
July 16, 2027
August 20, 2027
September 17, 2027

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT
www.marshharbourcdd.org
PUBLISH: PALM BEACH POST 10/02/26
No.12662210 OCT 2, 2026

MARSH HARBOUR
COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 16, 2026

A. CALL TO ORDER

The October 16, 2026, Regular Board Meeting of the Marsh Harbour Community Development District (the "District") was called to order at 10:03 a.m. in the Marsh Harbour Community Clubhouse located at 1000 Marsh Harbour Drive, Riviera Beach, Florida 33404.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Palm Beach Post* on October 2, 2026, as part of the District's Fiscal Year 2026/2027 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of Chairman Allen Walker, Vice Chairman Kent Pollock and Supervisor Judy Briggs constituted a quorum and it was in order to proceed with the meeting.

Staff present included: District Manager Sylvia Bethel of Special District Services, Inc.; .; District Counsel Ginger Wald of Billing, Cochran, P.A.; and Onsite HOA Manager, Tara Bennett who arrived at 10:14 a.m.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. September 18, 2026, Regular Board Meeting

The minutes of the September 18, 2026, Regular Board Meeting were presented.

A **motion** was made by Mr. Walker, seconded by Ms. Briggs and unanimously passed approving the minutes of the September 18, 2026, Regular Board Meeting, as presented.

G. OLD BUSINESS

1. Update Regarding Envera

Ms. Bethel stated that the Envera contract was sent back with the corrections made however, Ms. Wald found another error. Ms. Bethel and Ms. Wald discussed the Board's options with Envera: they could cancel, pay the fee or wait to see if we could resolve this. The Board opted to wait.

Ms. Wald pointed out the corrected areas of the contract and suggested taking the corrected documents and utilizing those to keep from going back and forth.

A **motion** was made by Mr. Walker, seconded by Ms. Briggs approving Envera's terms from September's version with an addendum that was presented to the Board and a corrected Exhibit A predicated subject to the HOA's approval with their agreement authorizing Mr. Pollock to execute the agreement.

H. NEW BUSINESS

1. Discussion Regarding Russ Landscape and Maintenance

Ms. Bethel advised that she had been contacted by Mr. Pollock who stated that the hurricane cut had not completed and requested that an email be sent notifying the vendor. The vendor stated via email that the hurricane cut would be completed within two weeks. When Ms. Bethel followed up with a phone call, the vendor stated the hurricane cut would be completed by next Tuesday. Mr. Walker stated that the hurricane cut should be completed early. Ms. Wald stated that the hurricane cut portion could be removed from the monthly maintenance payment via what the contract states. The Board stated they would like to remove the hurricane cut portion from the monthly maintenance. Ms. Bethel indicated she would verify the payments for this project to be sure the vendor has been paid to completion and remove the hurricane portion going forward.

2. Consider Resolution No. 2026-04 – Goals and Objectives Annual Report

Resolution No. 2026-04 was presented, entitled:

RESOLUTION NO. 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ANNUAL REPORT OF GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Ms. Wald stated that all goals District goals had been met. Ms. Bethel indicated that these goals were the same as last year and confirmed that all goals had been met.

A **motion** was made by Mr. Pollock, seconded by Mr. Walker adopting Resolution No. 2026-04, as presented, adopting the same standards for fiscal year 2026/2027.

3. Consider Resolution No. 2026-05 – Adopting a Fiscal Year 2025/2026 Amended Budget

Resolution No. 2026-05 was presented, entitled:

RESOLUTION NO. 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL

YEAR 2025/2026 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Pollock, seconded by Ms. Briggs and unanimously passed adopting Resolution No. 2026-05, as presented.

4. Consider Audit Renewal

Ms. Wald recommended utilizing the company for both fiscal years for the same amount and the Board agreed.

A **motion** was made by Mr. Walker, seconded by Mr. Pollock and unanimously passed approving the audit renewal with Nowlen, Holt & Miner, P.A.

I. ADMINISTRATIVE MATTERS

Ms. Bethel reminded the Board that their 4 hours of ethics training was due by December 31, 2026. She further indicated that she would resend the training link.

J. BOARD MEMBER COMMENTS

There were no further Board Member comments.

K. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:50 a.m. on a **motion** made by Mr. Pollock, seconded by Mr. Walker and the **motion** passed unanimously.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS LANDSCAPE MAINTENANCE SERVICES AGREEMENT is made and entered into this 21 day of October, 2022 (the "Effective Date"), by and between:

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Riviera Beach, Palm Beach County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"), and

RUSS TOTAL LAWN MAINTENANCE, LLC, a Florida limited liability company, whose principal address is 1731 Avenue F, Riviera Beach, Florida 33404 party of the second part (hereinafter "Contractor").

Recitals

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for those certain lands within the boundaries of the Marsh Harbour Community Development District identified in **Exhibit A** attached hereto (the "District Lands"); and

WHEREAS, Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to provide to the District those services (the "Services") identified in the Contractor's proposal, dated April 18, 2022, attached as **Exhibit B** (the "Proposal"); and Contractor has agreed to perform such Services in accordance with this Agreement.

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

Section 1. Recitals. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Duties. The duties, obligations and responsibilities of Contractor are described in the Proposal, the Exhibits to this Agreement and in the Agreement itself. 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 the District to purchase landscape or plant materials from Contractor or to require District to utilize Contractor to furnish all labor, materials, equipment and supervision to maintain healthy turf and foliage, except as specified herein. Mowing and Weeding shall be performed twenty (24) times per year, with each mowing to include, but not be limited to, mowing, plant material trimming, bed edging, weed eating, air blowing, leaf removal, and debris clean-up. All trees, turf and shrubs shall be treated with the required fertilizer twice per year. Spraying pf pesticides will be applied on an as-needed basis. A complete wet check of the irrigation system shall be performed once per month.

Section 3. Compensation. In exchange for providing the Landscape Maintenance Services identified in the Proposal, the District shall make monthly payments to Contractor in an amount not to exceed NINE THOUSAND FIVE HUNDRED AND 00/100 ($9,500.00) DOLLARS, for an annual contract amount of ONE HUNDRED FOURTEEN THOUSAND AND 00/100 ($114,000.00) DOLLARS per year (the "Contract Amount") for services performed for the period beginning on the Effective Date, and ending on September 30, 2025 (the "Initial Term"). Any additional compensation for additional duties or services (i.e. mulching or tree trimming as identified in Proposal) shall be paid only upon the written authorization of the District or its designee, and further provided that any additional compensation for additional duties shall not cause the total amount for landscape and irrigation 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 on the first day of each month for that month, and payment shall be made within 30 days thereafter. All invoices will be otherwise paid in accordance with the Florida Prompt Payment Act.

Section 4. Special Conditions.

A. Contractor shall maintain all applicable licenses, provide all materials, equipment and labor necessary to fulfill the terms of this Agreement, except as specifically excluded in the Proposal.

B. District agrees that the District Manager or his designees shall be the liaison with the community. Any comments from the residents shall be made to the liaison, who will relay such comments to the Contractor.

C. Contractor agrees to respond to all emergencies within 24 hours and non-emergency matters within 48 hours. Contractor shall respond with either written (by email) or verbal acknowledgement of the situation or complaint and shall specify Contractor's plan of action. Any verbal complaints or emergencies shall be followed up or confirmed in writing (by email) by the District.

D. In the event of a hurricane or other natural disaster, Contractor shall use its best efforts and full resources to assist the community to recover for an appropriate and negotiated fee, including, but not limited to, removal of debris and the uprighting trees and shrubs. Assistance with FEMA reimbursement procedures, where applicable, shall also be performed by Contractor with the assistance of the District Manager of the District.

E. At the beginning of each month, Contractor shall furnish District with a calendar detailing that month's schedule for services.

F. Contractor shall ensure that all Contractor's employees wear identifying shirts while within the community. A foreman shall be on the job supervising Contractor's employees at all times. Contractor shall be responsible for the security and welfare of any of its vehicles, tools, materials, or work while on District's property.

G. Contractor shall give notice and shall comply with all local ordinances, requirements of city and county codes, and of federal and state authorities, which are applicable to any of the services provided under or performed pursuant to this Agreement.

Section 5. Contractor's Acceptance of Conditions. The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform the Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

Section 6. 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 the Proposal, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement.

Section 7. Indemnification. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District, its directors, officers, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise.

Section 8. Insurance. Contractor shall furnish District with a Certificate of Insurance evidencing the following concurrent with the execution of this Agreement with District listed as an additional insured:

A. Workers Compensation $1,000,000;
B. Comprehensive General Liability Coverage in the minimum amount of $1,000,000;
C. Comprehensive Automobile Liability Coverage in the minimum amounts of:
    i. Bodily injury by incident $300,000 per person;
    ii. Bodily injury by incident $1,000,000 per incident;
    iii. Property damage by incident $100,000 per incident; and
D. Umbrella policy coverage of $1,000,000;

Contractor shall maintain such insurance at Contractor's cost throughout the term or any extended term of this Agreement. At District's request, a copy of the certificate of insurance shall be provided by Contractor to District.

Section 9. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

Section 10. Site Manager. The foreman for Contractor shall communicate with the District's designee on a regular basis for matters relating to the Services and upon each occurrence of the performance of the Services. The District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding the Services.

The Contractor will notify the District's designee by the first of every month of the maintenance schedule for the subsequent month.

Section 11. Term. This Agreement shall commence on the Effective Date and continue until September 30, 2025, unless terminated as provided herein. Thereafter, the Agreement may be extended for annual one-year periods unless otherwise canceled or terminated as provided 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. To the extent that provisions in this Agreement conflict with the provisions of the Proposal, the provisions of this Agreement shall be binding.

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 ninety (90) days written notice to the District. In the event this Agreement is terminated by either party, the Contractor shall bill the District, and receive payment for those Services provided prior to the date of termination.

Section 16. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A.	**If to the District:**	Marsh Harbour Community Development District 2501A Burns Road Palm Beach Gardens, Florida 33410 Attn: District Manager
	With copy to:	Billing, Cochran, Lyles, Mauro & Ramsey, P.A. Las Olas Square, Suite 600 515 E. Las Olas Boulevard Fort Lauderdale, Florida 33301 Attn: Dennis E. Lyles, Esq.
B.	**If to Contractor:**	Russ Total Lawn Maintenance, LLC 1731 Avenue F Riviera Beach, Florida 33404 Attn: President

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. 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 contract 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:**

SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: 1 (877) 737-4922
EMAIL: fware@sdcinc.org

Section 19. 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 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 20. 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 21. 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 Broward County, Florida.

Section 22. Definitions. Terms used in this Agreement that are defined in the Proposal shall have the meanings indicated therein.

Section 23. 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 24. 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 25. 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 26. Conflicts. In the event of a conflict between any terms or provisions of this main Agreement and the term or provision of Exhibit A and Exhibit B, then the terms and provisions of this Agreement shall control. In the event of a conflict between the terms or provisions of any Exhibit to this Agreement, the terms and provisions of Exhibit A shall prevail over those in Exhibit B.

Section 27. 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.

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

Attest:

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT

_____

Print name: S. Bethel
Secretary/Assistant Secretary

By: _____

Print name: Allen Walker
Chair/Vice-Chair

16 day of December 2022

RUSS TOTAL LAWN MAINTENANCE, LLC.,
a limited liability company

_____

Print Name

_____

Print Name

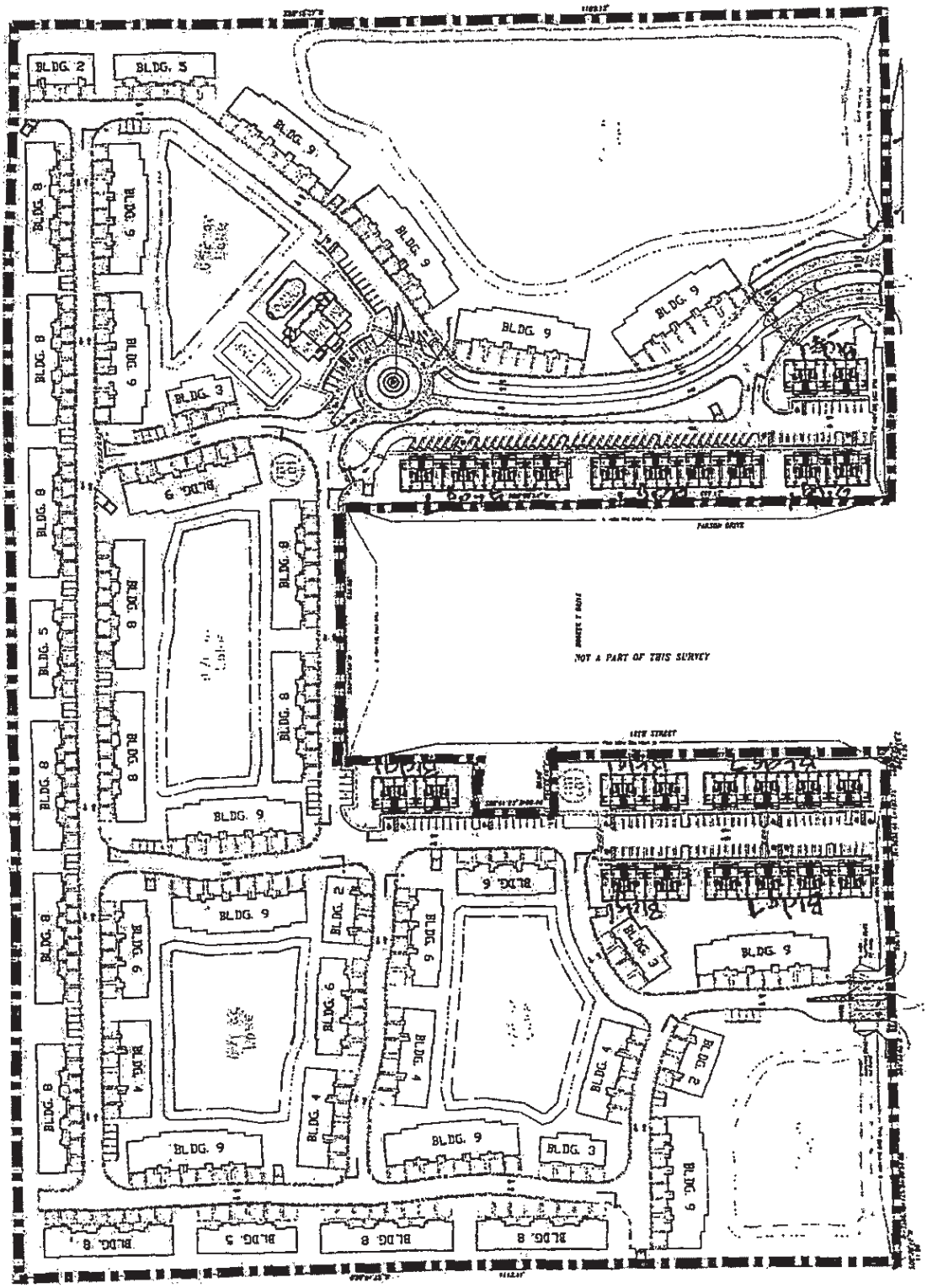
(CORPORATE SEAL)

By: _____

Print name/title: John Russ / President

6 day of 1, 2023

EXHIBIT B
MAP OF DISTRICT
MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT



Ordinance-Exhibit B

Gregory F. George

From: Sylvia Bethel <sbethel@sdsinc.org>
Sent: Friday, October 21, 2022 12:21 PM
To: Gregory F. George
Subject: FW: Lawn Maintenance for Marsh Harbour Proposal (Revision)

Proposal from John Russ

For Marsh Harbour

Best Regards,

Sylvia Bethel
Special District Services
2501A Burns Road
Palm Beach Gardens, FL 33410
P: 561-630-4922 Ext 227
F: 561-630-4923

www.sdsinc.org

BOARD MEMBERS: Please do not use the "Reply All" feature of your e-mail, as it may be deemed a violation of the Sunshine Law. Please reply only to the management office. Thank you!
NOTE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

From: JOHN RUSS [mailto:john_a_russ@yahoo.com]
Sent: Monday, April 18, 2022 5:26 PM
To: Sylvia Bethel <sbethel@sdsinc.org>
Subject: Lawn Maintenance for Marsh Harbour Proposal (Revision)

Marsh Harbour Community Development District,

Thank you for allowing Russ Total Lawn Maintenance (R.T.L.M.) the opportunity to entertain your bidding request. As promise the following is the proposal for the Marsh Harbour property at 1000 Marsh Habour Dr. in Riviera Beach. If any questions please do not hesitate to contact me at: (561) 319-7110.

Lawn Maintenance Proposal Introduction

This document proposes that Russ Total Lawn Maintenance L.L.C. will perform the necessary

maintenance in an effort to maintain the beauty of this property. The goal is to maintain a conspicuous landscape for the properties owner and tenants.

Deliverables

R.T.L.M. will be responsible for the following deliverables

- Trim all planted material up to 12ft. Planted material over 12ft. will be trimmed upon discussion with management
- All planted material beds will be weeded by hand or manually
- Cut and trim grass during the growing season, edge all road and concrete areas
- Blow off all road and concrete areas each visit throughout the year
- Keep all leaves, trash and other debris picked up each visit
- All trees, turf and shrubs will be treated with required fertilizer 2 times per year
- Spraying of Pesticides will be applied on an as needed basis
- A complete wet check of the irrigation will be performed once per month. All additional work such as breaks or reconfiguring irrigation material for better coverage will take place upon discussion with management.

Compensation

R.T.L.M. will perform 24 maintenance visits per year. The Lawn Maintenance schedule will be Bi-weekly . Our complete price for this maintenance base on the deliverables outlined is: **$9,500.00 monthly which totals: $114,000 yearly.**

Thanks again for allowing Russ Total Lawn Maintenance to submit this proposal. Our company is small enough to give your properties the attention it deserves and yet we are large enough to handle the equipment and labor necessary to do the job right and on time!

FIRST AMENDMENT AND EXTENSION OF LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS FIRST AMENDMENT AND EXTENSION OF LANDSCAPE MAINTENANCE SERVICES AGREEMENT is made and entered into this 17th day of October, 2025 ("the Effective Date"), by and between:

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Riviera Beach, Palm Beach County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District");

and

RUSS TOTAL LAWN MAINTENANCE, LLC, a Florida limited liability company, having as its principal address 1731 Avenue F, Riviera Beach, Florida 33404 (the "Contractor").

RECITALS

WHEREAS, the District and the Contractor entered into that certain Landscape Maintenance Agreement effective October 21, 2022 (the "Agreement") with a termination date of September 30, 2025 which provided for extension of annual one-year periods; and

WHEREAS, the District and the Contractor have agreed to extend the Agreement pursuant to the original terms of the Agreement and also provide for annual tree trimming services; and

WHEREAS, at its meeting of September 19, 2025, the Board of Supervisors of the District authorized its proper officials to proceed with the extension of the Agreement and include the additional tree trimming services by the Contractor in the amount of $34,500; and

WHEREAS, since the Agreement was entered into additional sections shall be included in the First Amendment to be consistent with Florida law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt and adequacy are acknowledged, the District and the Contractor agree as follows:

Section 1. The parties agree that the above recitals are true and correct and are incorporated into this Agreement.

Section 2. That "Section 2. Duties." of the Agreement is amended to include the additional tree trimming services as follows:

The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality trimming of trees within the District on a yearly basis as needed.

Section 3. That "Section 3. Compensation." of the Agreement is hereby amended to include the following:

District shall compensate the Contractor for annual tree trimming services in amount not to exceed **THIRTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 ($34,500.00) DOLLARS.**

Section 4. That the Agreement is hereby amended to provide for **Section 28. Scrutinized Company Certification, Section 29. Convicted Vendor list, Section 30. Responsible Vendor Determination and Section 31. Anti-human trafficking affidavit**, as follows:

SECTION 28. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes Contractor further certifies that:

A. Contractor 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. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    2. Have a material business relationship involving the supply of military equipment, or
    3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    4. Have been complicit in the genocidal campaign in Darfur.
C. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
D. Contractor is not engaged in business operations in Cuba or Syria.

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

ATTEST:

Secretary/Assistant Secretary

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chair Allen Walker

21 day of Oct, 2025

WITNESS:

Print Name:

Pamela Baker
Print Name:

RUSS TOTAL LAWN MAITNENANCE, LLC, a Florida limited liability company

By: _____
Name: Jon Russ
Title: Owner

(CORPORATE SEAL)

13 day of Nov, 2025

If Contractor acknowledges that this Agreement may be terminated at the option of the District if Contractor is found to have submitted a false certification.

SECTION 29. 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 30. 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 31. ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor shall provide the District with an affidavit executed by an officer or a 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(13), Florida Statutes.

Section 5. Except as otherwise set forth in this First Amendment, all other terms of the Agreement between the parties are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

Section 6. This First Amendment shall be effective October 1, 2025, nunc pro tunc.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]