

This instrument prepared by (and return to):

Russell G. Ward

Office of the City Attorney

121 SW Port St Lucie Blvd

Port St. Lucie, FL 34984

INTERLOCAL AGREEMENT TO MAINTAIN CERTAIN LANDSCAPING AND HARDSCAPE IMPROVEMENTS — VERANDA COMMUNITY DEVELOPMENT DISTRICT II

THIS AGREEMENT (this “**Agreement**”) is made and entered into as of this _____ day of _____, 2026, by and between VERANDA COMMUNITY DEVELOPMENT DISTRICT II (the “**District**”), a community development district organized under Chapter 190, *Florida Statutes*, and the CITY OF PORT ST. LUCIE (the “**City**”), a municipal corporation of the State of Florida.

PRELIMINARY STATEMENT

A. The District encompasses the mixed-use development referred to as “Veranda” (the “**Development**”).

B. The lands within the District, as established in City of Port St. Lucie Ordinance 18-30, (the “**District Lands**”) are located entirely within municipal limits of the City.

C. The principal purpose of the District is to exercise its special powers to provide infrastructure, public improvements and community facilities and services for the benefit of the District Lands within its boundaries, as provided in Section 190.012, *Florida Statutes*.

D. The Fourth Amendment to Development Agreement between Veranda St. Lucie Land Holdings, LLC, a Delaware limited liability company (“**Developer**”), and the City was entered into on April 13, 2020, recorded in the Official Records at Book 4416, Page 2316, of the Public Records of St. Lucie County, Florida, and provided that the District would be responsible for the construction and funding of all costs associated with the administration, CEI, design and construction of SE Becker Road to NW Gilson Road, to include the section of SE Becker Road from SE Via Tesoro to Gilson Road, which section is depicted on Exhibit A-1 attached hereto (the “**Road**”).

E. The City and the St. Lucie County Board of County Commissioners (the “**County**”) entered into that certain Interlocal Agreement for Maintenance of the Roundabout at the Gilson Road and Becker Road Intersection dated September 13, 2021 (the “**Interlocal Agreement**”) pursuant to which the City and the County agreed upon certain obligations as to the maintenance of the single-lane roundabout at the intersection of SE Becker Road and NW Gilson Road (the “**Roundabout**”), which Roundabout is more particularly depicted on Exhibit A-2 attached hereto and shall include the central median and splitter islands located within the Roundabout east of the demarcation line depicted on Exhibit A-2 attached hereto.

F. At the request of the City, the District has agreed to assume certain of the City's maintenance responsibilities set forth in the Development Agreement and the Interlocal Agreement for the Road and the Roundabout as more particularly set forth herein.

G. The District has determined that it would be in the best interest of all landowners within the District Lands for the Road and Roundabout to be maintained as set forth in this Agreement.

J. The Florida Interlocal Cooperation Act of 1969, Section 163.01, *Florida Statutes*, provides a method for governmental entities to make the most efficient use of their respective powers by enabling them to cooperate with one another on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

K. The parties have also entered into that certain Interlocal Agreement for Public Art Contribution and License Agreement dated August 11, 2020 and recorded in Official Records Book 4465, Page 2829 of the Public Records of St. Lucie County, Florida (the "**Art Contribution Agreement**"), which specifies certain obligations on the part of the District.

L. There exists certain landscaping located north of the right of way of Becker Road depicted on **Exhibit A-3**, Becker Road Street Tree Landscape Phase 3 Landscape Plan. Such landscaping is located on property owned by the District and is currently irrigated by the City irrigation system. The District has all ownership, care, and maintenance responsibility for such landscaping. The City has no responsibility for the maintenance or care of such landscaping and any irrigation is being provided gratuitously to the District. Nothing in this Agreement shall be interpreted to impose any maintenance or care obligations on the City for any landscaping not on City property.

NOW, THEREFORE, in consideration of the covenants, conditions, and premises set forth in this Agreement, the District and the City, for themselves, their legal representatives, successors, and assigns, agree as follows:

1. **Recitations; Authority.**

a. The recitations and findings set forth in the above Preliminary Statement are true and correct, and together with the exhibits attached hereto, are incorporated by reference.

b. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, *Florida Statutes*.

2. **Definitions.** Except as otherwise provided, as used in this Agreement, the following terms shall have the meanings set forth below:

"*Florida Greenbook*" shall mean the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, as adopted by the Florida Department of Transportation (2018 Edition), as it may be amended or as revisions or new versions may be adopted.

“*Hardscape Improvements*” shall mean the following, if and when installed: the Spinnakers at Veranda artwork, referred to as Veranda Sails in the Art Contribution Agreement, and associated bollards and decorative base, pavers and decorative boulders.

“*Irrigation System*” shall mean all irrigation zonal distribution lines, heads, clocks, and controls within the Road and Roundabout, but excluding any pump stations.

“*Landscaping*” shall mean all plant materials.

“*Maintenance*” shall mean and include only the following, subject to the terms and conditions in this Agreement:

a. For Hardscape Improvements, periodically cleaning the Hardscape Improvements and keeping such items in good order, including having the option, but not responsibility, to either repair, replace or remove any Hardscape Improvement that is damaged or destroyed.

b. For Landscaping, maintenance shall mean according to generally accepted maintenance standards, and in no event less than the more rigorous of (i) the applicable standard set forth in Chapter 10, Section B.5.b Routine Maintenance, of the Florida Greenbook as applied within the City, or (ii) the then-current landscaping standards adopted by the City applicable to right-of-way owned by the City, and shall include:

- (A) watering and fertilizing all plants and keeping them as free as reasonably practicable from disease and harmful insects;
- (B) mulching the plant beds annually (recycled mulch in a uniform color, reasonably subject to the approval of the City prior to placement, 2” minimum);
- (C) periodic clearing of weeds;
- (D) periodic mowing and/or cutting the grass;
- (E) removing all or parts of dead or diseased plants and trees, or plants and trees in accordance with the latest edition of the Florida Department of Agriculture’s “Grades and Standards for Nursery Plants”;
- (F) keeping the Hardscape Improvements free from weeds and the option, but not the obligation, to repair any areas that are in disrepair and may be a safety hazard; and
- (G) removing litter prior to regular maintenance activities

Notwithstanding anything herein to the contrary, Maintenance of the Landscaping shall specifically exclude pruning plants and trees that present a visual hazard for those using the Road and the Roundabout and replacing any plants and/or trees which may become dead or diseased, unless such replacement is required as a result of the gross negligence or willful misconduct of the District or the

failure of the District to perform its responsibilities under this Agreement, in which event such plants and trees shall be replaced with plants and trees of similar size and grade, as may be appropriate based on survivability, safety, and other relevant factors, and consistent with the general intent of the original plans and specifications. In the event any replacements are required for any reason other than those that are expressly set forth as the District's responsibility in the preceding sentence (for example, acts of God, weather conditions that are unusually severe or exceed average conditions for that time of year, persistent inclement weather, accidents caused by an unrelated third party, etc.) or repairs or replacements are required as a result of the gross negligence or willful misconduct of the City, then the City shall complete such repairs and/or replacements. The City shall be responsible for pruning plants and trees that present a visual hazard for those using the Road and the Roundabout.

3. District Responsibilities—Irrigation System, Landscaping and Hardscape Improvements.

a. **Maintenance.** During the entire term of this Agreement, the District shall be responsible for all Maintenance, and for any repairs to the Irrigation System and/or the Landscaping that cost less than Five Thousand Dollars (\$5,000.00)(the “**Threshold**”) per repair. For the purposes of this Paragraph, the term “repair” shall also apply in the aggregate for multiple repairs to interconnected components, when such repairs are completed concurrently. For every repair that costs more than the Threshold, the District shall deliver a bill for such repairs to the City at the notice addresses set forth below. The City shall pay such reimbursement bill within thirty (30) days after receipt from the District. All Maintenance of the Landscaping and Hardscape Improvements and repairs of the Irrigation System and Landscaping for which the District is responsible under this Agreement shall be performed by licensed and insured contractors retained for such purpose by the District, and not by its own employees. District agrees to require any and all of the contractors who enter upon and perform work within the Road and/or Roundabout to obtain and maintain in full force and effect insurance insuring against loss or liability in connection with bodily injury, death, property damage, or destruction occurring on or about the Road and/or Roundabout as set forth in the attached **Exhibit B**. The City shall be named as an additional insured under the policies in the manner described in **Exhibit B**. Prior to any contractor entering onto and commencing work within the Road and/or Roundabout, District shall deliver to the City certificates of insurance for such contractor evidencing the coverages required by this paragraph.

(i) **Threshold Adjustment.** The value of the Threshold shall be adjusted based upon the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, US City Average, All Items, Not Seasonally Adjusted, Base Period 1982-84=100 (CPI-U) (the “Index”), against the value of the Index on the Effective Date.

b. **Timeframe for Maintenance.** If the City identifies any Maintenance or repairs required by the District hereunder that the District has not completed, the City shall deliver notice to the District of such incomplete Maintenance or repair. Upon the District's receipt of such notice, the District shall perform such Maintenance or repair within the timeframes specified by the Florida Department of Transportation (“**FDOT**”’s Guidance for Establishing Construction Contract Duration.

c. **Termination of Agreement.**

(i) Termination by City. Notwithstanding any other provision, the City may terminate this Agreement at any time following the Effective Date and thereafter assume responsibility for Maintenance of the Landscaping and Hardscape Improvements and routine repairs of the Irrigation System upon:

(A) The City providing written notice to the District detailing a default in the District's Maintenance obligations under this Agreement, and

(B) The District failing, within ninety (90) days of receiving such written notice, to cure such default or to commence reasonable corrective action if the default cannot be fully cured within such period.

(ii) Termination by District. In the event of a default by the City and a failure of the City to cure such failure within ninety (90) days after written notice from the District, the District shall be entitled to all remedies available at law and in equity.

d. Indemnification. To the extent permitted by law, the District agrees to release, waive, relinquish, discharge, hold harmless, and indemnify the City, its officers, elected officials, employees, agents, successors, and assigns, from any and all actual claims, actions, causes of action, liens (including mechanic's liens and materialman's liens), demands, and liabilities related to the irrigation activities on District Lands contemplated by this Agreement, not attributable solely to the willful, wanton, or grossly negligent acts of the City, or that may arise directly from the District's Maintenance and/or repair activities within the Road and/or Roundabout. To the extent permitted by law the District shall defend and be responsible for any and all actual costs, fees, and expenses for any such action or proceeding. The types of claims, actions, causes of action, demands and liabilities that are released, waived, discharged, relinquished, and will be indemnified herein include, but are not limited to, claims for acts of the District's contractors, agents, employees, members, invitees, and consultants pursuant to the terms set forth herein. Further, the District understands that the release, hold harmless, and indemnification agreement detailed in this paragraph shall inure to the benefit of the City, its officers, elected officials, employees, agents, successors, and assigns, and that it shall bind the District and the District's heirs, legal representatives, members, assigns, and successors in interest. The foregoing indemnities with respect to any waiver of sovereign immunity shall be limited to the extent specified in Section 768.28, *Florida Statutes*. This paragraph shall not be construed to constitute an agreement by the District to indemnify the City for the willful or malicious misconduct or negligent actions performed by or solely caused by the City or its consultants, experts, contractors, officers, employees, or agents acting for or on behalf of the City.

e. The purpose of this Agreement is to delineate the maintenance obligations of District. Nothing in this Agreement shall be construed to limit or restrict the rights of the City to maintain or modify the Road and/or Roundabout and their associated improvements. Nothing in this Agreement shall be construed to grant the District any rights to modify the Road and/or Roundabout in any manner except as expressly provided herein. Any modifications by the District shall be subject to the approval of the City. District shall obtain all applicable permits and comply with all applicable rules and regulations for all activities in the Road and/or Roundabout.

f. The District hereby grants an easement to the City over the District Lands as depicted on Exhibit A-3 for the sole purposes of accessing, maintaining, operating, modifying, removing, repairing,

and replacing irrigation infrastructure connected to City-owned irrigation located within the Road (the “**Easement Purposes**”). The City shall have the right to enter the property at any time, provided that such entry is reasonably necessary for such purposes. In the event of revocation of this easement, the City shall have no further duties under this Agreement pertaining to irrigation on the District Lands and may, at its option, elect to remove any irrigation infrastructure and equipment from the District Lands or abandon such irrigation infrastructure and equipment in place. The City will, subject to the limitations contained in Section 768.28, Florida Statutes, indemnify and save harmless the District from all liability, loss, cost, and expense, which may be sustained by the District to any person or damage to any property, attributable solely to the willful, wanton, or grossly negligent actions of the City within the District Lands.

4. City Responsibilities. Except as expressly set forth herein, the City shall remain responsible for the maintenance, repair (including capital repairs), replacement and operation of the Road and/or the Roundabout, including, but not limited to, the maintenance, repair, replacement and operation of the Irrigation System (for all repairs over the Threshold), Landscaping (to the extent not assumed by the District as set forth in this Agreement), and Hardscape Improvements (to the extent not assumed by the District as set forth in this Agreement) and all pavement, street drainage facilities, curbing, on-street bike paths, and all official traffic control devices (as defined in Section 316.003(47), *Florida Statutes*, or successor provision), for maintaining all signage, and for maintaining and supplying electric power to the street lights and for any other obligations of the City set forth in the Development Agreement or the Interlocal Agreement which are not specifically assumed by the District pursuant to this Agreement. In the event the City fails to perform any of its maintenance, repair, or replacement obligations under this Agreement after ten (10) business days’ written notice of such failure, the District shall have the right, but not the obligation, to complete such maintenance, repairs, and/or replacements on behalf of the City and shall deliver a bill for such maintenance, repairs, and/or replacements to the City, at the notice addresses set forth below, for reimbursement. The City shall pay such reimbursement bill within thirty (30) days after receipt from the District. The City may discontinue providing irrigation to the District property depicted on **Exhibit A-3** at the City’s sole discretion by providing the District with 45 days’ notice. Provided the City has promptly delivered notice to the District of any issues known by the City with respect to the irrigation, the City shall have no liability for the discontinuance of irrigation in the event it is attributable to damage to or physical failure of the irrigation system, in whole or in part.

5. Miscellaneous Provisions.

a. **Term; Termination.** The term of this Agreement shall commence upon the Effective Date (as defined below), and shall run in perpetuity unless terminated pursuant to the terms contained herein or as otherwise agreed between the parties.

b. **Resolution of Disputes.** Prior to initiating litigation regarding any dispute arising under this Agreement, the parties shall submit the dispute to the conflict resolution procedures provided by the Florida Governmental Conflict Resolution Act, Chapter 164, *Florida Statutes*. If there is a failure to resolve a dispute through the procedures provided in Chapter 164, *Florida Statutes*, each party may avail itself of any otherwise available legal right, including but not limited to seeking specific performance of the obligations set forth in this Agreement.

c. Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with a party shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when personally delivered and receipted for, or sent by registered United States mail, return receipt requested, or via recognized overnight delivery service, addressed to the applicable party as follows:

To the City:

Public Works Department
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

City Attorney
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

City Clerk
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

To District:

District Manager
8529 South Park Circle
Orlando, Florida 32819

District Counsel
Kutak Rock LLP
107 West College Ave.
Tallahassee, Florida 32301

Either of the parties may, by notice sent to the other party, designate a different or additional address to which notices under this Agreement are to be sent.

d. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties on the subjects addressed, and no representation, inducement, promise, or agreement, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect. No amendment to this Agreement shall be binding unless in writing and executed by both parties. Nothing in this Agreement shall be interpreted to alter the obligations of the parties under the Art Contribution Agreement.

e. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

f. Cooperation. Whenever any review or approval is required from a party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Agreement and that no approval shall be unreasonably delayed nor withheld. Nothing in this Agreement shall be construed as to require a party to exercise its regulatory authority in any manner not consistent with law, ordinance, policy, or reasonable discretion or to allow delay to constitute a regulatory approval or its equivalent.

g. Rights Cumulative. All rights, powers, remedies, benefits, and privileges available to any party under this Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.

h. No Third Party Beneficiary. This Agreement has been entered into for the sole benefit and protection of the parties and no other person or entity shall have any right of action under or by reason of this Agreement.

i. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

j. Filing. This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County.

k. Effective Date. This Agreement shall be deemed effective as the date of filing this Agreement with the Clerk of the Circuit Court as provided in Section 5.j. (the “**Effective Date**”).

l. Access to Records. The District and the City shall allow public access to all documents, papers, letters, and other materials that are subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by them in conjunction with this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates appearing under each signature, through the City Counsel for the City and through the Board of Supervisors for The District, each signing by and through its duly authorized representative.

CITY OF PORT ST. LUCIE

ATTEST:

Sally Walsh, City Clerk

By: _____
Shannon M. Martin, Mayor

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS**

By: _____
Richard Berrios, City Attorney

**VERANDA COMMUNITY
DEVELOPMENT DISTRICT II**

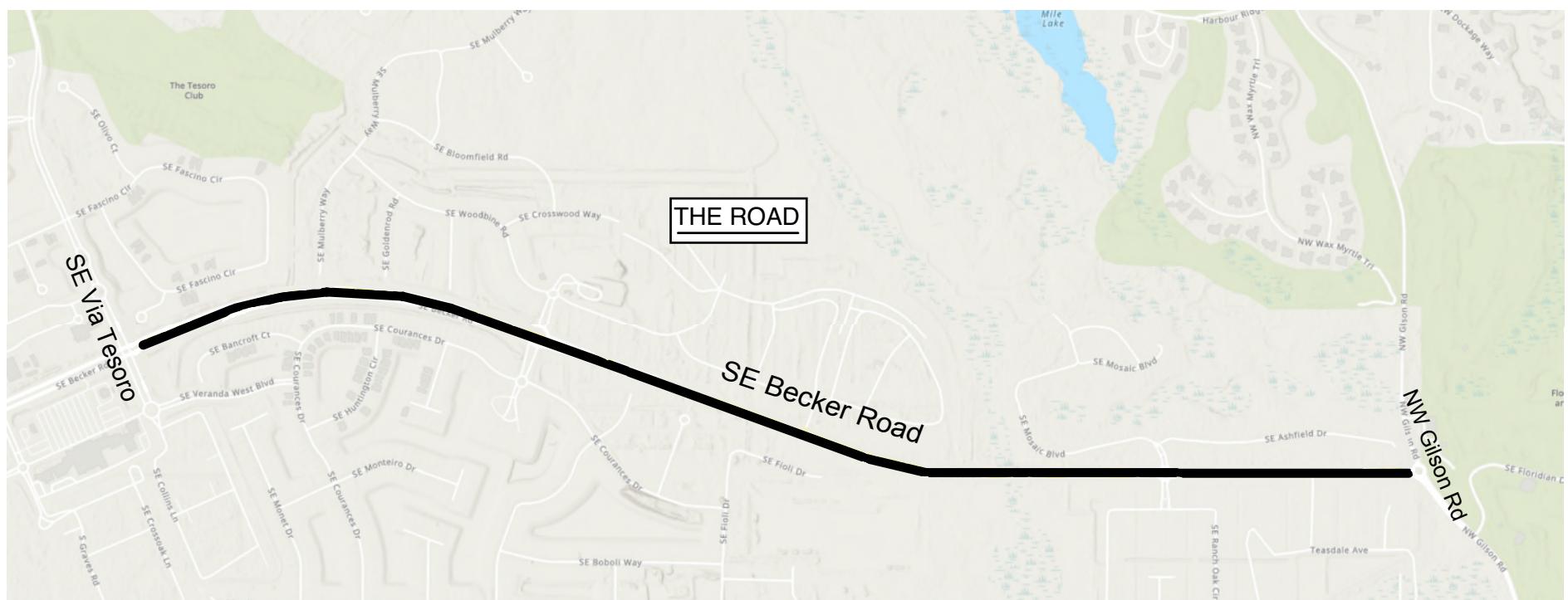
ATTEST:

Benjamin Meyers, Secretary

By: R. Austin Burr
Print Name: R. Austin Burr
Chairman, Board of Supervisors

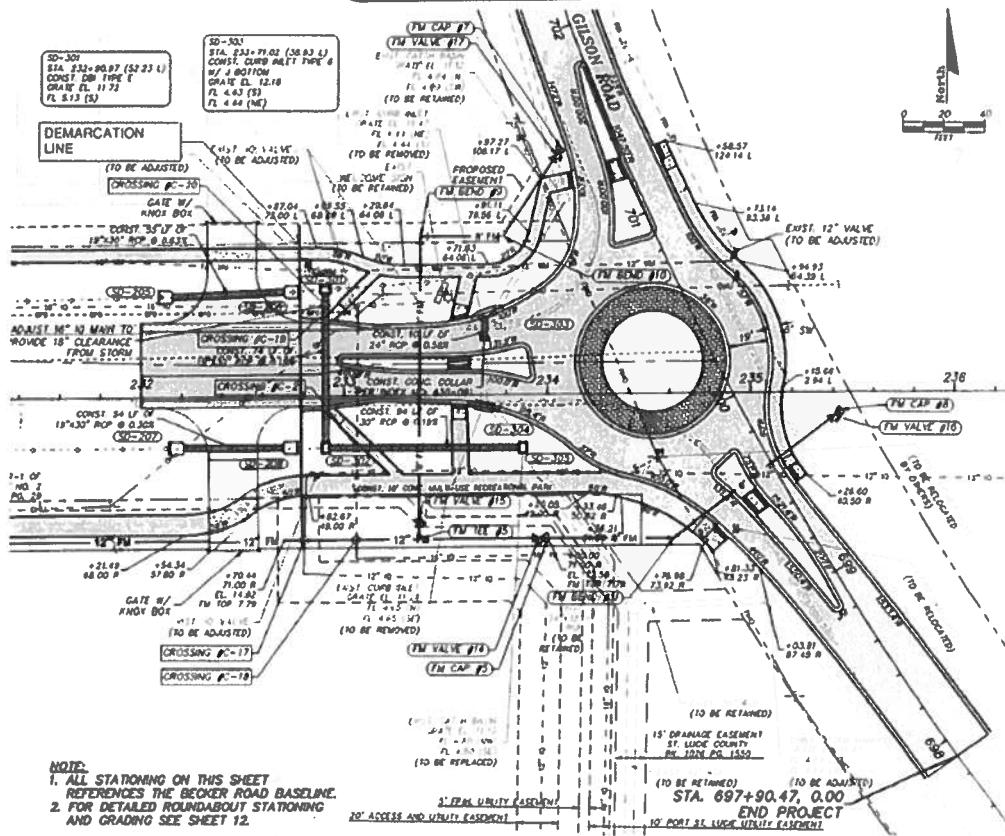
Date: 12/16/2025

EXHIBIT A-1



EXHIBIT

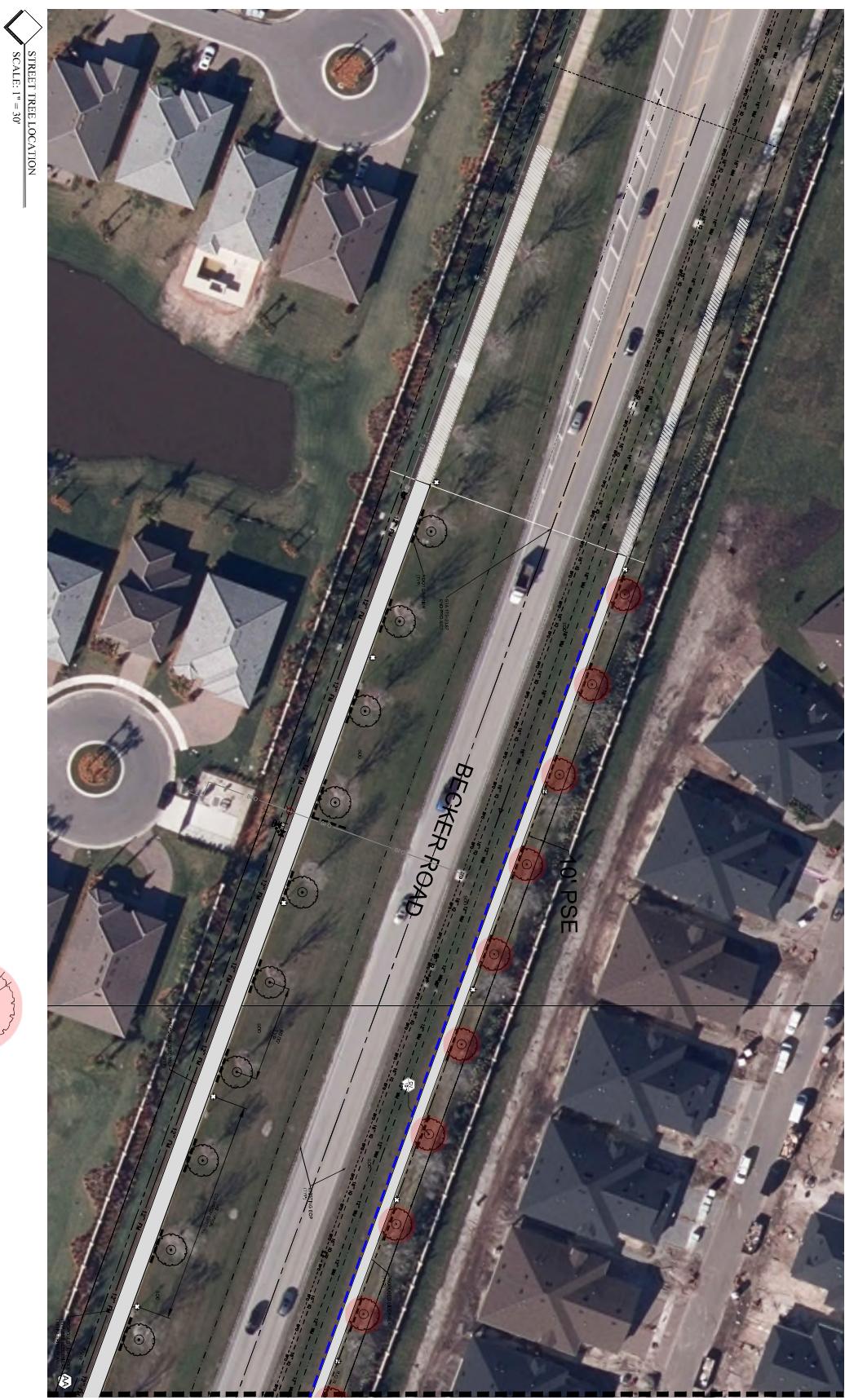
A-2



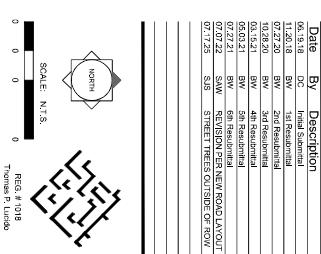
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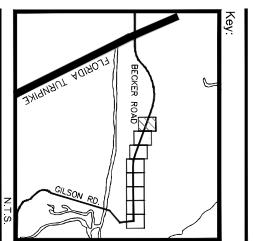
1. ALL STATIONING ON THIS SHEET REFERENCES THE BECKER ROAD BASELINE.
2. FOR DETAILED ROUNDABOUT STATIONING AND GRADING SEE SHEET 12.



Irrigation Line Street Tree Lying Outside Of Right Of Way



BECKER ROAD STREET TREE LANDSCAPE

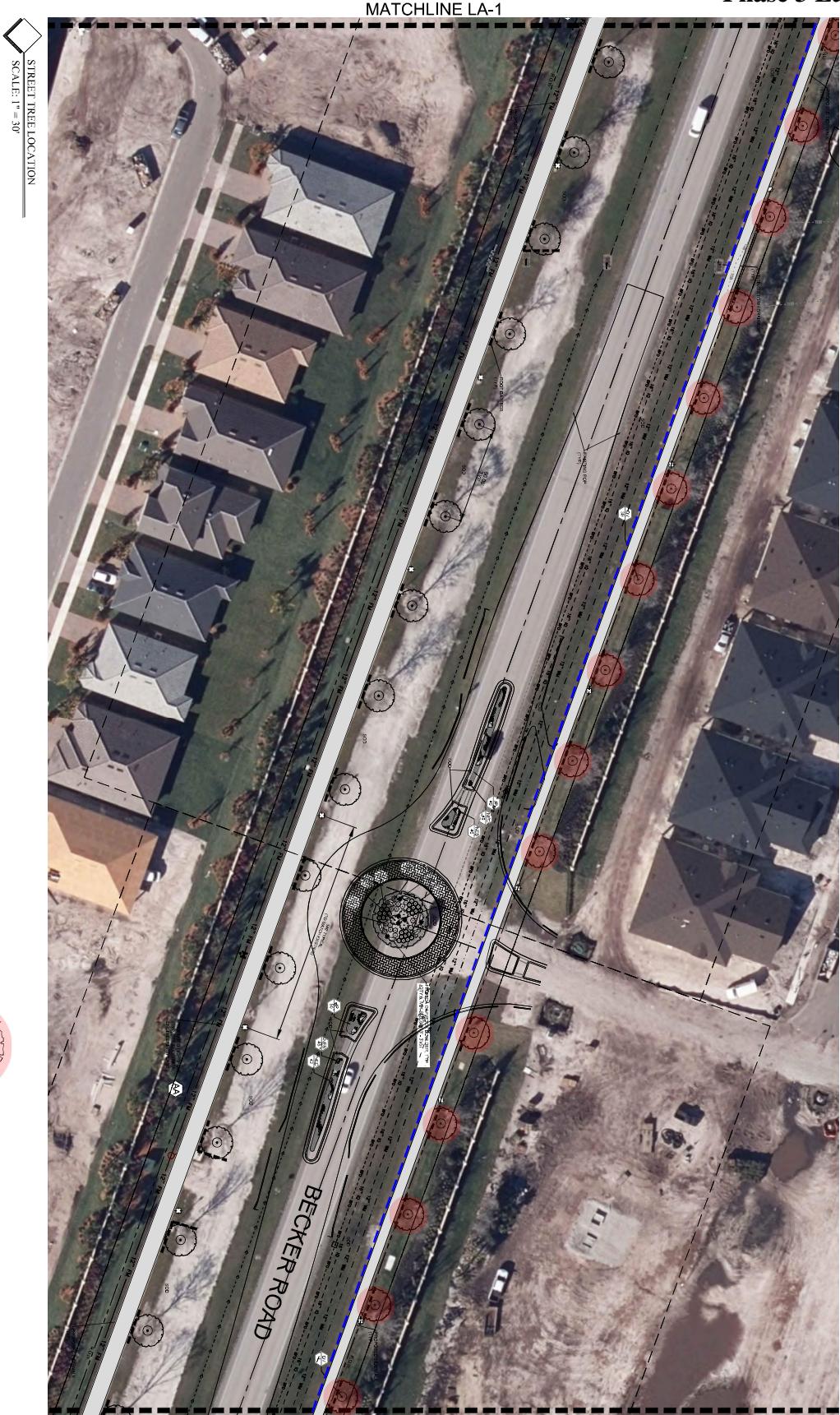


7210 Galleria Blvd, Suite #100 • 863-5854
(713) 240-1110 • Fax (713) 242-3200
lucido & associates

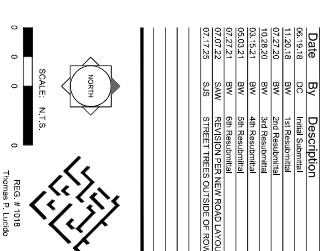
721 E Ocean Blvd., Santa Barbara, CA 93101

77220-5160, Fax(772)223-4228

Computer File Veranda - Becker Landscape Phase 3_0002



Street Tree Lying Outside Of Right Of Way



BECKER ROAD STREET TREE LANDSCAPE

City of Port St. Lucie, Florida

PHASE 3 LANDSCAPE PLAN

Date	By	By
06-19-10	DC	Initial Submittal
11-22-10	BV	15. Residential
01-22-10	BV	210 Residential
10-28-20	BV	361 Residential
03-18-21	BV	418 Residential
05-01-21	BV	501 Residential
07-27-21	BV	610 Residential
07-07-22	BV	REVISION PER NEW ROAD LAYOUT
07-17-25	SAS	STREET TREES OUTSIDE OF ROW

2100 Forest Hill Street, Suite 1000, Seattle, WA 98103
206.467.1000 • www.maynard.com

RIZZOLI ET AL.

Computer File Veranda - Becker Landscape Phase 3_1

EXHIBIT B

Agreement – Insurance Requirements

Prior to the commencement of any work contemplated by this Agreement, District must provide the City a certificate of insurance evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Commercial General Liability Insurance: District shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: District shall provide an Additional Insured endorsement attached to the certificate of insurance (should be CG2026) under the General Liability policy. District's coverage shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

District's Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Automobile Liability policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured for the Interlocal Agreement to Maintain Certain Landscaping and Hardscape Improvements — Veranda Community Development District II.**" Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance. The policy shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Legal. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, District shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

It shall be the responsibility of the District to ensure that all Contractors, independent contractors and/or sub-contractors (CONTRACTOR) comply with the **below insurance requirements**. It shall be the responsibility of District to obtain Certificates of Insurance from all CONTRACTORS listing the City as an Additional Insured without the language "when required by written contract".

Workers' Compensation Insurance & Employer's Liability: CONTRACTOR shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum.

Commercial General Liability Insurance: CONTRACTOR shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement attached to the certificate of insurance (should be CG2026) under the General Liability policy. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation, Employers' Liability and Professional Liability Insurance, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability, Business Automobile Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured for the Interlocal Agreement to Maintain Certain Landscaping and Hardscape Improvements — Veranda Community Development District II.**" The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Legal. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the CONTRACTOR shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements coverage shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: CONTRACTOR shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the CONTRACTOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.

Pollution Liability Insurance: CONTRACTOR shall agree to maintain in full force during the term of this Agreement, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: The CONTRACTOR agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such a Contract on a pre-loss basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of District for any and all claims under this Agreement.

District and the CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, Employers' Liability or Pollution Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but is not obligated to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the part of District to execute the Agreement and/or punctually deliver the required insurance, and other documentation may be cause for cancellation of this Agreement.