

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES RELATING TO PARKING AND PARKING ENFORCEMENT; RATIFYING ACTIONS OF THE DISTRICT MANAGER TO PROVIDE NOTICE THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Colbert Landings Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Palm Coast, Flagler County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the *Rules Relating to Parking and Parking Enforcement*, (the "**Parking Policies**"), a proposed copy of which is attached hereto as **Exhibit A**, for immediate use and application; and

WHEREAS, the District has properly noticed for rule development and rulemaking regarding the Parking Policies and a public hearing was held at a meeting of the Board on May 7, 2026; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Parking Policies are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Parking Policies shall stay in full force and effect until such time as they are otherwise amended by the Board.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

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PASSED AND ADOPTED this 7th day of May, 2026.

ATTEST:

**COLBERT LANDINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules Relating to Parking and Parking Enforcement

Exhibit A

Proposed Rules Relating to Parking and Parking Enforcement

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
RULES RELATING TO PARKING AND PARKING ENFORCEMENT, POLICY NO. ____

On May 7, 2026, at a duly noticed public meeting, the Board of Supervisors of the Colbert Landings Community Development District (“District”) adopted the following policies to govern parking and parking enforcement on certain District property (“Policy”). This Policy repeals and supersedes all prior District rules or policies governing the same subject matter.

SECTION 1. INTRODUCTION AND APPLICATION. The District finds that Vehicles and Vessels (hereinafter defined) Parked (hereinafter defined) on certain grounds of the District cause hazards and danger to the health, safety, and welfare of District residents, paid users, and the public and damages District property. This Policy is intended to provide a means by which the District may tow such improperly Parked Vehicles and Vessels, subject to certain exceptions.

SECTION 2. DEFINITIONS.

- A. *Abandoned.* Any Vehicle or Vessel that, for a period of two (2) weeks, has not been operational or has otherwise not been moved shall be deemed abandoned.
- B. *Overnight.* Between the hours of 11:00 p.m. and 5:00 a.m. daily.
- C. *Park.* To leave a Vehicle or Vessel unattended by its owner or user.
- D. *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action, as identified at **Exhibit A**. All District roads are considered Tow-Away Zones during Overnight hours.
- E. *Vehicle.* Any mobile item which normally uses wheels and is capable of being used as a means of transportation for persons or property.
- F. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

SECTION 3. PARKING ALLOWED ON LIMITED BASIS; PROHIBITION; EXCEPTIONS.

- A. *Tow-Away Zones.* The areas indicated on the map attached hereto as **Exhibit A**, including all roadways within the District, are hereby designated as Tow-Away Zones during Overnight hours for all Vehicles. Further, Vehicles may not Park at any time on any District property that is not designated for Parking; such prohibited Parking areas include, but are not limited to, grassy or landscaped common areas, grassy or landscaped areas near the ponds, and grassy or landscaped areas bordering the roadways. Parking any Vehicle on District-owned grassy and/or landscaped areas is expressly prohibited at all times, unless an express exception is granted by the District in writing in advance. Any Vehicle parked on District Property, including District roads, if any, must do so in compliance with

all laws, ordinances, and codes, and shall not block access to driveways and property entrances.

- B. *Abandoned Vehicles and Vessels.* Abandoned Vehicles and Vessels are not permitted to be Parked on District property at any time and are subject to towing at the owner's expense.
- C. *Manner of Parking.* Vehicles and Vessels may not be Parked such that they utilize more than one (1) marked parking space, block access to District property, prevent the safe and orderly flow of traffic, obstruct the ability of emergency vehicles to access roadways or property, cause damage to the District's property, restrict the normal operation of the District's business, or otherwise poses a danger to the District, its residents and guests, the general public, or the property of same.
- D. *Exceptions.*
 - a. Special Circumstances. District staff may issue a Parking permit to authorize an exception to this Policy for special events or as necessitated by special circumstances, in which case the Parking permit shall be for a limited time and shall be posted in the windshield of the Vehicle or Vessel.
 - b. Vendors and Food Trucks. Food Trucks invited to special District events and District vendors performing District business are exempt from this Policy; provided, however, that such Food Trucks and vendors may not Park in a manner which threatens the health, safety, and welfare of District residents and guests, or causes property damage, and are subject to special instructions issued by the District for their Parking.
 - c. Delivery Vehicles and Governmental Vehicles. Delivery Vehicles, including, but not limited to, Vehicles associated with U.S.P.S., U.P.S., Fed Ex, moving companies, and District vendors are exempt from this Policy while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also Park on District property while carrying out official duties.

SECTION 4. ENFORCEMENT.

- A. *Towing.* Vehicles or Vessels Parked in violation of this Policy may be towed in the District's sole discretion and in accordance with the requirements and procedures set forth at Section 5 herein.
- B. *Amenity Suspension.* The District may, in its discretion, suspend the amenity privileges of the owner or operator of any Vehicle or Vessel Parked in violation of this Policy, in accordance with the District's adopted *Suspension and Termination of Access Rule*.

SECTION 5. TOWING/REMOVAL PROCEDURES.

- A. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Signage providing notice shall be approved by the District's Board of Supervisors and shall be posted on District property in conspicuous locations and in a manner consistent with the requirements of section 715.07, *Florida Statutes*.

B. TOWING/REMOVAL AUTHORITY. To the extent that the District has entered into an agreement with an authorized towing service in accordance with Section 5.C., such towing service may patrol the District for Policy violations (i.e., “roam” towing) and remove any Vehicle or Vessel parked in a way that violates this Policy. Any such removal, including towing fees, release fees, storage fees, etc., shall be at the owner’s expense. The Vehicle or Vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

C. AGREEMENT WITH AUTHORIZED TOWING SERVICE. The District’s Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

SECTION 6. PARKING AT YOUR OWN RISK. Any permitted Parking pursuant to this Policy is at the driver’s own risk. The District assumes no liability for any theft, vandalism, and/or damage that might occur to personal property and/or Vehicles or Vessels. Parking is subject to all applicable Flagler County laws, ordinances, and regulations, and law enforcement may take action to enforce all such laws, ordinances, and regulations.

SECTION 7. AMENDMENTS. Designated Amenity Parking areas may be added to or removed from this Policy without a formal hearing by motion of the District’s Board of Supervisors, subject to installation of proper signage, adoption of a new map, and compliance with all other requirements of Florida law. Requirements of this Policy may be suspended by the District’s Board of Supervisors or by the District Manager for good cause.

Exhibit A: Parking Map

Specific Authority: §§ 190.011(5), 190.012(2)(d), and 190.041, *Fla. Stat.*
Effective date: May 7, 2026

EXHIBIT A

All areas highlighted in yellow are considered Tow-Away Zones during Overnight hours.



TOWING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 7th day of May, 2026 by and between:

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

R&R TOWING AND RECOVERY LLC, a Florida limited liability company with a mailing address of 36 Braddock Lane, Palm Coast, Florida 32137 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the District has adopted *Rules Relating to Parking and Parking Enforcement*, a copy of which is attached hereto as **Exhibit A**, and as may be amended from time to time by the Board of Supervisors (“**Board**”) of the District (“**Parking Rules**”); and

WHEREAS, in accordance with Section 715.07, *Florida Statutes*, the District desires to engage an independent contractor to provide vehicle towing/removal services within the District in accordance with the Parking Rules (“**Services**”); and

WHEREAS, Contractor desires to provide such Services for the District in accordance with Section 715.07, *Florida Statutes*, and other Florida law; and

WHEREAS, Contractor and the District accordingly desire to enter into this Agreement to provide for the rights, duties and obligations of the parties relative to same.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The District hereby authorizes Contractor, and its employees and agents, to perform drive-by inspections and vehicle-towing/removal Services from the District property identified in **Exhibit A**. Contractor is also authorized to perform such Services when requested to do so by the District’s designated representatives, who shall be the District Manager (Raymond Passaro of Wrathell, Hunt & Associates, LLC), or his designee, and the Community Manager (Stephen Ervin of Folio Association Management), or his designee (“**District Representatives**”). All such Services shall be performed only at the times specified in the Parking Rules. Contractor shall also provide vehicle storage relative to any such vehicles towed from District property, all in accordance with the Parking Rules, Section 715.07, *Florida Statutes*, and any other applicable Florida law.

- A. Upon execution of this Agreement, Contractor shall, at its own cost and expense, procure and install the necessary signage as required by Section 715.07, *Florida Statutes*, which signage shall be installed a minimum of twenty-four (24) hours prior to commencement of any towing/removal Services by Contractor.
- B. Upon towing/removal of a vehicle, such vehicle shall be stored by Contractor within a ten (10)-mile radius of the point of the removal and shall provide for public access to such storage facility as set forth in Section 715.07, *Florida Statutes*.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services. Any damage caused by Contractor shall diligently be repaired and shall be at Contractor's sole cost and expense.

SECTION 3. COMPENSATION. Contractor acknowledges and agrees that it is not receiving compensation from the District for the provision of the Services. Any compensation due and owing to Contractor relative to this Agreement shall be remitted by the owner(s) of the towed/removed vehicles.

SECTION 4. EFFECTIVE DATE; TERM. This Agreement shall become effective on the date first written above and shall remain in effect unless terminated with written notice to the other party.

SECTION 5. INSURANCE.

- A. Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:
 - i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Commercial General Liability Insurance, including, but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) aggregate covering all work performed under this Agreement, and covering at least the following hazards:
 - 1. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractor's operation, if any.
 - iii. Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District and the District's officers, directors, agents, and employees shall be named as additional insureds on all policies above, except for Workers' Compensation Insurance coverage. Such insurance shall be considered primary and non-contributory with respect to the

additional insureds, and all required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

SECTION 6. CARE OF PROPERTY; SOVEREIGN IMMUNITY.

- A.** Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor shall be solely responsible for any damage to property, including vehicles, caused by the towing/removal and/or storage activities contemplated herein. Accordingly, Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, employees, officers, staff, 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 acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- C.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this Agreement by court proceedings or otherwise, the District shall be entitled to recover from Contractor all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs.

SECTION 8. DEFAULT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

SECTION 9. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 10. ASSIGNMENT. Neither the District nor Contractor may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

SECTION 11. NOTICES. All notices, requests, consents, and other communications hereunder (each a “**Notice**”) shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District: **Colbert Landings Community Development District**
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: **Kilinski | Van Wyk PLLC**
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Colbert Landings CDD, District Counsel

B. If to Contractor: **R&R Towing and Recovery LLC**
36 Braddock Lane
Palm Coast, Florida 32137
Attn: _____

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

SECTION 12. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Daphne Gillyard of Wrathell, Hunt & Associates, LLC** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 13. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Flagler County, Florida.

SECTION 14. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Services, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 15. FOREIGN INFLUENCE. Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 16. SCRUTINIZED COMPANIES. In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found

to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 17. PUBLIC ENTITY CRIMES. Contractor represents that in entering into this Agreement, Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

SECTION 18. 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 19. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of the Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and the Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor. The parties acknowledge that the Contractor is not an employee for state or federal tax purposes. The Contractor shall hire and pay all of the Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor, all of whom shall be employees of the Contractor and not employees of the District and at all times entirely under the Contractor's supervision, direction, and control. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 20. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 22. ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(14), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

SECTION 23. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the day and year first written above.

**COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

R&R TOWING AND RECOVERY LLC,

By: _____
Its: _____

Exhibit A: Parking Rules