

HAMAL
COMMUNITY DEVELOPMENT
DISTRICT

December 2, 2020
BOARD OF SUPERVISORS
SPECIAL MEETING
AGENDA

Hamal Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Fax: (561) 571-0013•Toll-Free: (877) 276-0889

November 25, 2020

Board of Supervisors
Hamal Community Development District

ATTENDEES:
Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

The Board of Supervisors of the Hamal Community Development District will hold a Special Meeting on December 2, 2020 at 6:00 P.M., at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administer Oath of Office to Newly Elected Supervisor, Joseph Petrick [SEAT 3] *(the following to be distributed in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
4. Consider Appointment of Qualified Elector to Fill Vacancy in Seat 4
 - Administration of Oath of Office to Newly Appointed Supervisor
5. Consider Appointment of Qualified Elector to Fill Vacancy in Seat 5
 - Administration of Oath of Office to Newly Appointed Supervisor
6. Consideration of Resolution 2021-01, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Hamal Community Development District, and Providing for an Effective Date

7. Consideration of Policy Regarding Recreational Use of District’s Stormwater Ponds
8. Discussion: Field Operations
 - A. Examples of Field Operations Agreements in Wrathell, Hunt & Associates, LLC Managed Districts
 - I. Beaumont CDD
 - II. East Nassau Stewardship District
 - III. Twin Creeks North
 - B. Consideration of Proposals for Part-Time Field Operations Superintendent
 - I. Sea Breeze
 - II. Kings Management
9. Acceptance of Unaudited Financial Statements as of October 31, 2020
10. Approval of September 14, 2020 Virtual Public Hearing and Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, P.A.*
 - B. District Engineer: *Giangrande Engineering and Planning, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. NEXT MEETING DATE: February 8, 2021 at 6:00 P.M.

• QUORUM CHECK

SEAT 1	Marc DePaul	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 2	Benjamin Cuningham	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 3	Joseph Petrick	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 4*	Ione Senior	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 5*	Steven Pincus	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

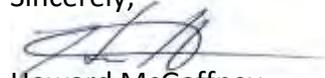
* Seats subject to general election vacancy appointments

12. Supervisors’ Requests
13. Public Comments

14. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (904) 386-0186.

Sincerely,



Howard McGaffney
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

CALL-IN NUMBER: 1-929-205-6099

MEETING ID: 204 359 6216#

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2021-01

A RESOLUTION DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hamal Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Palm Beach County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

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

1. **DISTRICT OFFICERS.** The District officers are as follows:

_____ is appointed Chair

_____ is appointed Vice Chair

Craig Wrathell is appointed Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

Howard McGaffney is appointed Assistant Secretary

Craig Wrathell is appointed Treasurer

Jeff Pinder is appointed Assistant Treasurer

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

Adopted this 2nd day of December, 2020.

ATTEST:

**HAMAL COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

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REVISED DRAFT

**Hamal Community Development District
Policy Regarding Recreational Use of District's Stormwater Ponds**

The Hamal Community Development District (the "District") owns, operates and maintains stormwater ponds within the District. The District's ponds are considered a utility designed to capture storm water runoff to prevent community flooding, attenuate and manage storm water runoff during rain events, and hold the storm water runoff for a sufficient period of time to allow contaminants to sink to the bottom or otherwise dissipate. Therefore, the primary function of the ponds is for stormwater management and not for recreation.

Due to potential risk and liability, recreational use of the District's stormwater ponds is therefore expressly limited only to "catch and release" fishing. No other recreational uses are permitted.

The Hamal Community Development District is not responsible for injury or damage to persons or property of any type, including accidental death, resulting from the use of District Ponds whether or not such use is permitted.

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

8A

-----Original Message-----

From: Mac McGaffney

Sent: Monday, November 16, 2020 7:24 PM

To: Craig Wrathell <wraithellc@whhassociates.com>

Cc: Daphne Gillyard <gillyardd@whhassociates.com>; Sarah Warren <SarahW@hgslaw.com>

Subject: RE: Hamal CDD-District Management Field Operations

Good Evening Craig,

Thank you for the information below.

Yes Sir you are correct, and I took the liberty of attaching our agreement for East Nassau and the CCMC Field Operations agreement as you referenced them both in your agreement. As you know, I have been providing a significant amount of additional support to Hamal, above and beyond that of our agreement, mainly out of my sense of duty and loyalty, all the while I have reminded the Board that they needed to endeavor to find a replacement and to hire someone to perform Field Operations, I even brought it up at the last meeting in September.

Again, I wanted to thank you for the email below. I'll be sure that the Board understands that we clearly do not offer Field Operations Services as part of our agreement, and can remind them of the history, when appropriate to do so at the next meeting under my report.

V/R

Mac

Howard "Mac" McGaffney

District Manager

Regional Office in Saint Augustine, Florida Wrathell, Hunt and Associates, LLC

Cell: 904-386-0186

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

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 office. Instead, contact this office by phone or in writing.

-----Original Message-----

From: Craig Wrathell <wraithellc@whhassociates.com>

Sent: Monday, November 16, 2020 7:10 PM

To: Mac McGaffney <mcgaffneym@whhassociates.com>

Cc: Daphne Gillyard <gillyardd@whhassociates.com>; Sarah Warren <SarahW@hgslaw.com>; Craig Wrathell <wraithellc@whhassociates.com>

Subject: Re: Hamal CDD-District Management Field Operations

Howard

Good evening. Years ago when we were first hired to serve the Hamal CDD, former Hamal CDD Board Chair Brian Dowling reached out to our firm and I believe other CDD management firms to submit

proposals to replace the then District Management firm GMS. Brian Dowling served as the Hamal CDD Board Chair and also told me when I was preparing my proposal that he would handle field operations management for the district (without receiving compensation). Therefore, when our firm provided our proposal, it only provided for District Management and has never provided Field Operations Management services because Brian served in that role. I am familiar with this arrangement because I personally managed the Hamal CDD for years and worked with Brian in his dual role (Chair and Field Ops) during my tenure managing the Hamal CDD. All anyone needs to do is review the Board meeting minutes during that timeframe to see that Brian handled on-site operations & maintenance contract oversight and management. Wrathell, Hunt & Associates simply provided support to Brian and paid the contractor invoices/bills. Several years ago, you assumed the District Manager role from me. It is also my understanding Brian resigned from the Hamal CDD Board approximately two years ago and vacated his Field Ops oversight role. I understand since Brian's resignation, that the Board has not engaged a Field Operations Manager to replace Brian in that capacity (I understand the District Engineer has offered to assist but on a limited basis).

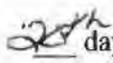
With regard to our Hamal CDD management agreement and scope of services, I believe the scope is our standard scope of services we use for almost if not all our clients in the State of Florida and it does not include field operations services. For most of the Wrathell, Hunt & Associates district clients, we don't provide field operations manager services and when we do, we charge additional fees for those services. For example, Sarah is familiar with the East Nassau Stewardship District as we work together on that district. I believe our scope of services in our management agreement for Hamal and East Nassau are probably almost if not identical. In the East Nassau Stewardship District, the property management company CCMC serves as District Field Operations Manager and is paid to provide those services. Like Hamal, in the East Nassau Stewardship District, we support CCMC in their role as Field Ops Manager and pay contractor/vendor invoices/bills.

Finally, the current Wrathell, Hunt & Associates standard management fee for District Management is \$48,000 per year. This does not include field operations management services. Typically, we also charge an additional fee for the accounting for districts that have field operations & maintenance budgets like Hamal. This accounting fee is typically another \$2,500 to \$7,500 depending upon the size of the O & M Budget. Moreover, we typically charge another \$1,000 for Dissemination Agent services for each bond issue outstanding. So for a district like Hamal with bonds outstanding and a operations & maintenance budget, we'd charge over \$50,000 per year. That \$50,000 plus fee would not include field operations manager services. If I recall correctly, I think our District Management fee is approximately \$44,000 in the Hamal CDD and we charge an additional \$1,000 for dissemination agent services for a total of approximately \$45,000. We don't charge the Hamal CDD any additional fees for accounting for operations & maintenance. And as I have painstakingly outlined in this email, Wrathell, Hunt & Associates has never been engaged to nor paid to provide field operations manager services to the Hamal CDD.

I hope this history and information proves useful during the Board's deliberation on this topic.

Thanks Craig

PROPERTY MANAGEMENT AGREEMENT

 This Property Management Agreement (this "Agreement" is made and entered into as of the 25th day of September, 2019, between:

East Nassau Stewardship District, located in Nassau County, Florida (the "District") with a mailing address of c/o Wrathell, Hunt and Associates, LLC., District Manager, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431; and

Capital Consultants Management Corporation, Inc., a Nevada corporation, (the "Contractor") with its principal office at 8360 E. Via de Ventura, Suite L-100, Scottsdale, AZ 85258; and

Is acknowledged by **Wildlight Residential Association, Inc.** and **Wildlight Commercial Association, Inc.**, Florida not-for profit corporations, (the "Associations") with an address of 1 Rayonier Way, Wildlight, FL 32097.

RECITALS:

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 2017-206, Laws of Florida ("Act"), and Chapter 189, Florida Statutes; and

WHEREAS, the District owns certain property including, but not limited to; parks, lakes, conservation area, pavilions, boardwalks, trails and roadways located within the District (the "Property"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to operate and maintain the Property; and

WHEREAS, like the District, the Associations provides certain services to the community of Wildlight, including facilities management, lifestyle services, architectural review and enforcement; and

WHEREAS, the Associations desire to have on-site staff to provide services to the community, and would like to share that staff with the District to operate and maintain the Property; and

WHEREAS, the parties agree that there would be efficiencies in sharing staff and able to provide management service for both District and Association related tasks; and

WHEREAS, Contractor represents that it is qualified to provide such management services to the District and Associations; and

WHEREAS, the District intends that the Property be operated and maintained for public purpose and that any monies generated from the operation of the Property be used to defray the public expense associated with the operating and maintaining the Property.

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:

1. **RECITALS.** The recitals so stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.
2. **ENGAGEMENT OF CONTRACTOR.** The District hereby retains the Contractor as the provider of the services herein, in accordance with the terms and subject to the conditions herein.
3. **ACCEPTANCE OF DUTIES OF CONTRACTOR.** Pursuant to the terms and subject to the conditions set forth herein, the Contractor will perform the following normal and customary duties advisable by the District and associated with operating and maintaining the Property in its ordinary course:
 - a. District Property Management: The Contractor will undertake and perform the services attached hereto as **Exhibit A** of this Agreement. The parties may agree at any time and from time to time to modify, expand, or reduce the duties to be undertaken and performed by the Contractor in accordance with this Agreement, by amending **Exhibit A**.
4. **COMPENSATION.** The District will provide "Payroll Reimbursement" (as defined in Section 6(b) below) for the costs associated with providing staffing to service the Property, as set forth in Section 6. The Contractor will also provide "General Management and Oversight" for the operational services to the Property. The Contractor will receive compensation as set forth below:

Services/Schedule	Compensation
General Management and Oversight Fee	\$1,000 monthly/\$12,000 annual
Payroll Reimbursement	as reflected in the District's annual budget

The Contractor shall only be paid for the services provided; for partial months' services, the amounts due and owing shall be pro-rated. Unless otherwise specified herein, the Contractor will invoice the District monthly for its services in the amounts set forth above, and the District will pay such invoices within thirty (30) days of the invoice date. If Contractor receives payment from the District more than 45 days after the invoice date, Contractor may impose a late fee equal to 2% of the invoice amount. An additional 2% late fee per month will be assessed for each 30 days invoice remains delinquent.

5. **TERM.** The term of this Agreement shall commence on October 1, 2019 and continue until December 31, 2020. Thereafter, this Agreement shall renew for consecutive periods of one (1) year each unless either party shall give the other party a notice of non-renewal, which notice must be given at least (60) sixty days prior to the end of the term. Either party may terminate this Agreement without cause in accordance with Section 11 hereof. A party may also terminate the Agreement immediately for cause upon the occurrence of an Event of Default (as such term is defined in Section 12 hereof) by the other party as hereinafter set forth in the Agreement.
6. **PERSONNEL.**
 - a. Employees of the Contractor. All persons performing the services set forth on **Exhibit A** of this Agreement will be employees of the Contractor. Subject to the Payroll Reimbursement, the Contractor shall be responsible for paying all salaries and benefits due to its employees

and paying all payroll taxes, withholding and other tax, compliance and reporting obligations relating to their employment. Consistent with the terms of Section 19 of this Agreement, and notwithstanding the right to Payroll Reimbursement, the staff retained by the Contractor to provide services at the Property shall be the employees of the Contractor and the Contractor, and its employees, shall be deemed independent contractors of the District.

- b. **Payroll Reimbursement.** With respect to all persons engaged in work at the Property who are employed by the Contractor, the District agrees to reimburse the Contractor at an hourly bill rate inclusive of all salary, benefits, and any other employment costs related to the employee assigned to provide services at the Property ("Payroll Reimbursement") as reflected in the Budget. The District shall not be responsible for any amounts of Payroll Reimbursement in excess of the amounts included within the Budget absent Board of Supervisors approval.
 - c. **Pre-Approval Required.** The District shall pre-approve the Contractor's use of any staff or other individuals employed by the Contractor for the purpose of providing Services through the District's approval of the Budget. Prior to retaining any staff or other individuals to provide services, the Contractor shall provide to the District by May 1 of each year a payroll budget with estimated costs for a period of one year, including but not limited to all payroll related expenses for the staff or individuals in question. Such payroll budget, if approved by the District's Board of Supervisors, shall be incorporated into the Budget either directly or as an amendment thereto.
 - d. **Operating Deposit.** Upon the full execution of this Agreement, District will provide a one-time deposit ("Deposit") to the Contractor for Contractor's use in paying salaries and related personnel costs of Contractor employees which are assigned to and providing services to the District pursuant to this Agreement. The Deposit shall be equal to one (1) month of the annual payroll budget. In the event the Deposit increases as a result of the annual payroll budget, the District agrees to provide the difference within ten (10) business days to Contractor. In the event the Deposit decreases as a result of the annual payroll budget, the Contractor agrees to refund the difference within ten (10) business days to District.
- 7. EXPENSES RELATED TO PROPERTY.** All purchases will be in accordance with and subject to the District's procurement and purchasing policies, rules of procedure and subject to all requirements for District procurement and purchases imposed by Florida law.
- a. **Operating Expenses.**
 - i. **Generally.** The District will be responsible for all operating expenses pertaining to the day-to-day operation of the Property that will be reasonably necessary for the public purposes of the District.
 - ii. **Payment Request by the Contractor.** The Contractor may utilize its discretion in the selection of bids or proposal which are in the Contractor's reasonable estimation, likely to be less than ten thousand dollars (\$10,000.00), unless a more restrictive amount is required by the Board of Supervisors. The Contractor shall follow procurement policies as adopted by the District.

- b. **Petty Cash.** The Contractor shall have the authority to make payment directly to vendors for operation and program expenses using a petty cash account ("Petty Cash Account") and/or, at the District's discretion, credit card ("Petty Cash Credit Card"). The Contractor will follow the Agreement Regarding Petty Cash approved by the Board of Supervisors and attached as **Exhibit B** to this Agreement.
 - c. **Emergency Expenses.** Emergency repairs involving danger to life and property, repairs immediately necessary for the preservation and safety of the Property or for the safety of the patron, or expenditures required to avoid the suspension of any necessary service to the Property, may be made by Contractor irrespective of the cost limitation imposed by this Agreement; provided, however, that the District's Rules and Procedures and State law requirements for procurement shall nonetheless apply to such expenditures.
- 8. HANDLING OF MONIES, ACCOUNTS, BUDGETS, AND RECORDS.** The Contractor shall ensure that all monies, accounts, budgets, and records of the District are kept separate and apart from any monies, accounts, budgets, and records of the Associations. Consistent with the Section 27 of the Agreement, the Contractor understands and agrees that all documents of any kind relating to the Agreement may be public records and shall be treated as such in accordance with Florida law. Accordingly, the Contractor agrees to comply with all such laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are expressly incorporated herein by this reference.
- 9. COOPERATION WITH AUDIT; BOOKS AND RECORDS.** The parties agree and acknowledge that any and all agreements, notes, or other documents relating to the management of the Property are the property of the District. The Contractor shall promptly furnish the District with all documents and records relating to the management of the Property, provided the Contractor may retain copies of any such documents and records necessary for its own business purposes, including in connection with its income tax obligations. Additionally, the Contractor shall cooperate in good faith with any annual audit required of or requested by the District. The Contractor shall maintain its books and records in a manner sufficient to allow the District to properly conduct its annual audit or any other audit requested by the District.
- 10. ANNUAL BUDGET.** Prior to May 1st of each Fiscal Year of the District (where "Fiscal Year" refers to the District's Fiscal Year beginning October 1 and ending September 30), the District and the Contractor will develop the Budget for the upcoming Fiscal Year that estimates the expenses and revenues for all services under this Agreement, including without limitation payroll expenses and operating expenses.
- 11. TERMINATION AT WILL.** At any time, the District or the Contractor may terminate this Agreement for any or no reason upon sixty (60) days prior written notice. In the event of a termination, Contractor will continue to receive compensation for services provided through the date of the notice of termination, subject to any offsets, and shall not be entitled to lost profits of any kind. Upon termination of this Agreement, the Contractor shall vacate the Property, return all property, furnish all information and take all actions as the District may reasonably require in order to effect an orderly and systematic transition of the Contractor's duties and activities hereunder to new management.

12. EVENTS OF DEFAULT; REMEDIES

- a. With respect to the District, it shall be a default under this Agreement (“**Event of Default**”) if any of the following shall occur:
 - i. If the District shall fail to provide for funding for all operating expenses of the Property as set forth herein, specifically including payroll and employment-related costs, and such default shall continue for a period of seven (7) business days after notice thereof shall have been given by the Contractor to the District;
 - ii. If the District shall fail to make or cause to be made any payment to the Contractor of any other amounts due hereunder, including the management fees and reimbursements required to be made under this Agreement, and such failure shall continue for a period of thirty (30) days after notice thereof shall have been given to the District from the Contractor;
 - iii. If the District shall fail to keep, observe or perform any other material obligations hereunder that is required to be kept, observed or performed by the District, and such default shall continue for a period of thirty (30) days after notice thereof shall have been given by the Contractor to the District; or
 - iv. If the District shall be deemed insolvent or shall file a petition seeking protection from creditors under bankruptcy or insolvency laws.
- b. With respect to the Contractor, it shall be an Event of Default if any of the following shall occur:
 - i. If the Contractor shall fail to maintain the insurance coverages required under this Agreement and such failure shall continue for a period of seven (7) business days after notice thereof shall have been given by the district to the Contractor;
 - ii. If the Contractor shall fail to keep, observe, or perform any other material obligation hereunder required to be kept, observed, or performed by it, and such failure shall continue for a period of thirty (30) days after notice thereof shall have been given to the Contractor by the District;
 - iii. If the Contractor, or any officer or corporate-level employee of the Contractor, shall commit any act of fraud, theft or dishonesty against the District or against the Property; or
 - iv. If the Contractor shall be deemed insolvent or shall file a petition seeking protection from creditors under any bankruptcy or insolvency laws.
- c. If any Event of Default by the District shall occur and be continuing, the Contractor may (in addition to any other remedy available to it in law or equity on account of the occurrence of an Event of Default) forthwith terminate this Agreement for cause> In such event, The

Contractor shall be entitled to receive immediate payment of all unpaid amounts due to The Contractor through the date of termination, and neither party shall have any further obligation whatsoever under this Agreement, except pursuant to the indemnity provisions hereof. If all such amounts are not paid immediately, The Contractor may exercise its rights at law and equity to recover the amount due.

- d. If any Event of Default by The Contractor shall occur and be continuing, the District may, in addition to any other remedy available to it in law or equity on account of such Event of Default, forthwith terminate the Agreement. In such event, and neither party shall have any further obligations whatsoever under this Agreement, except pursuant to the indemnity provisions hereof.
- e. If either party hereto brings an action to enforce its rights hereunder or because of any Event of Default hereunder, the non-prevailing party agrees to pay all litigation costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection with such action.
- f. No right or remedy herein conferred upon or reserved to either parties hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of an Event of Default hereunder. The failure of either party hereto to insist any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be; provided, however, neither party shall have the right to seek punitive or consequential damages of any type of nature.

13. INDEMNIFICATION

- a. The obligations under this Section 13 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, reasonable attorney and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- b. The Contractor shall indemnify, save and hold harmless the Contractor, and shall defend the District, from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations resulting directly from the negligent or intentional acts or omissions of the Contractor or its officers, directors, agents, assigns or employees, which cause harm to persons or property.
- c. The District shall indemnify, save and hold harmless the Contractor, and shall defend the Contractor, from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations resulting directly from the negligent or intentional acts or omissions of the District's officers, staff, agents or assigns, not including the Contractor or its employees

associated therewith, which cause harm to persons or property, but only to the extent of the limitations on liability contained in section 768.28 of the Florida Statutes. The Contractor agrees that notion is this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

- d. Except as provided for herein, nothing in this Section 13 shall be deemed to limit any other remedies that the parties may have against one another for breach of this Agreement or other applicable claim or cause of action.

14. ACCESS TO PROPERTY AND COMPLIANCE WITH APPLICABLE LAWS. The District grants to the Contractor reasonable and necessary access to the Property for the purposes and uses described in this Agreement, and the Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement. The Contractor shall, at all times during the term of this Agreement, maintain all licenses in the State of Florida that are required to perform its duties hereunder and be a corporation in good standing in its State of Incorporation authorized to do business in the State of Florida.

15. INSURANCE. Contractor will maintain throughout the term of this Agreement insurance coverage as required under **Exhibit C** attached hereto, the Insurance Exhibit. Proof of coverage as required under **Exhibit C** shall be provided prior to execution of this agreement.

16. TAX EXEMPT STATUS. The parties agree that the Property will be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the Property will be remitted to the District and used to defray the public expense associated with operating and maintaining the Property consistent with the terms of this Agreement. The District agrees to pay any applicable ad valorem taxes on the Property.

17. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement will entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance; provided, however, that neither party may recover from the other punitive, special or consequential damages. The District will be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

19. INDEPENDENT CONTRACTOR STATUS. The Contractor and the District agree that the Contractor is and will remain at all times an independent contractor and will not in anyway claim or be considered an agent or employee of the District. It is further acknowledged that nothing herein will be deemed to create or establish a partnership or joint venture between the District and the

Contractor. The Contractor has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District.

20. **ENTIRE AGREEMENT.** This instrument, including the exhibits attached hereto and made part hereof, will constitute the final and complete expression of the agreement between the District and the Contractor relating to the subject matter of this Agreement.
21. **AMENDMENTS.** 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 the District and the Contractor.
22. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District, the Contractor, and duly acknowledged by an appropriate body or official of the Associations. The District, the Contractor, and the Associations have complied with all the requirements of law; and the District, the Contractor, and the Associations have full power and authority to comply with the terms and provision of this Agreement.
23. **NOTICES.** All notices, requests, consents, and other communications under the Agreement (collectively, "Notices") will be in writing and will be delivered or mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

- a. If to the District: East Nassau Stewardship District
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
- b. If to the Contractor: Capital Consultants Management Corporation, Inc.
801 International Parkway, Ste. 500
Lake Mary, FL 32746
Attn: Joseph Cook
- c. If to the Associations: Wildlight Residential Association, Inc.
1 Rayonier Way
Wildlight, FL 32097
Attn: Michael Hahaj, Board President

Wildlight Commercial Association, Inc.
1 Rayonier Way
Wildlight, FL 32097
Attn: Michael Hahaj, Board President

Except as otherwise provided in the agreement, any Notice will be deemed received only upon actual delivery at the address set forth above (or first attempted delivery if delivery is refused by the recipient). Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, will

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 will be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the 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 will be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

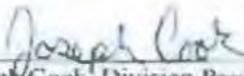
- 24. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District, the Contractor, the Associations, and the developer of the Wildlight community (the “Developer”) and no right or cause of action will accrue upon or by reason to or for the benefit of any other third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or will be construed to confer upon any person or corporation or other entity other than the District, the Contractor, the Associations and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement will insure to the sole benefit of and will be binding upon the District, the Contractor, the Associations, the Developer and the respective representatives, successors, and assigns.
- 25. ASSIGNMENT.** Neither the District nor the Contractor (except as provided below) may assign this Agreement or any monies to become due hereunder without the prior written approval of the other, which approval shall not be unreasonably withheld. Any assignments attempted to be made by the Contractor or the District without the prior written approval of the other party is void.
- 26. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement will be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any action brought to enforce this Agreement shall be in the Florida State Court, 4th Judicial District sitting in Nassau County.
- 27. PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law. Accordingly, the Contractor agrees to comply with all applicable laws governing public records, including but not limited to Section 119.0701, Florida Statutes, the requirements of which are expressly incorporated herein by this reference.
- 28. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement will 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.
- 29. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and will not control nor affect the meaning or construction of any of the provisions of this Agreement.

- 30. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute but one and the same instrument.
- 31. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties in an arm's length transaction. The 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.
- 32. GENERAL.** The District and the Associations hereby authorize the Contractor to use its name and logo solely in connection with relevant marketing materials (i.e. promotional materials, presentations and publications) identifying the District and the Associations as a client of the Contractor. Any other use of the District or the Associations name without prior written consent is strictly prohibited.
- 33. TRAINING AND BACKGROUND.** The Contractor and all associated personnel shall have completed any required training to perform the services required of the Contractor hereunder. Personnel shall also be familiar with all District and Associations written policies and procedures, as may be amended from time to time. The Contractor will perform all necessary in-service training for its personnel. In addition, the Contractor will administer background checks to all personnel charged with staffing the Property prior to commencing work at the Property.
- 34. ADDITIONAL SERVICES.** If the District desires the Contractor to perform any additional services not covered by this Agreement, such additional services will be reflected in an addendum to this Agreement signed and agreed to by both parties in advance of the performance of any additional services. The cost of any such additional services will be the subject of separate negotiation and mutual agreement of the parties.

[SIGNATURE PAGE FOLLOWS]

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

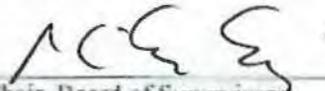
**CAPITAL CONSULTANTS
MANAGEMENT CORPORATION**



Joseph Cook, Division President

Date: 9-13-2019

**EAST NASSAU
STEWARDSHIP DISTRICT**



Chair, Board of Supervisors

Date: 9/20/19

Acknowledged by:

WIDLIGHT RESIDENTIAL ASSOCIATION, INC.



Mike Hahaj, Board President

Date: 9/20/19

WIDLIGHT COMMERCIAL ASSOCIATION, INC.



Mike Hahaj, Board President

Date: 9/20/19

EXHIBIT A
DISTRICT PROPERTY MANAGEMENT SERVICES

Contractor shall perform the following services and duties:

General Operations

1. Maintain office hours as follows: The Contractor shall maintain office hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
2. Provide 24 hour per day, 7 days per week emergency response service to assist with, or refer to the appropriate vendor, emergencies in the District.
3. Serve as liaison between the District and other entities, including but not limited to, the developer, builders, associations, commercial parcels and schools.
4. Enforce District approved Property rules and regulations.
5. Maintain business like relations with patrons, whose service requests shall be received, considered and recorded in a systematic fashion.
6. Communicate with patrons via telephone, letters, e-mail or other means of communication in order to assist the Board of Supervisors with its responsibilities.
7. Patron communication will be responded to in a prompt and professional manner. Response time will be reasonable, taking into account the urgency of the matter, other operational priorities and the ability of the respondent to research and provide an adequate resolution.
8. Maintain the Property in accordance with the standards specified by the Board of Supervisors. If no standards are specified, the assumed standard will be that of like communities in the immediate area.
9. Recruit, hire, train, supervise and discharge all personnel required to maintain and operate the Property.
10. Develop and implement a written emergency action plan to include, but not be limited to a Hurricane Preparedness Plan.
11. Assist the District in the maintenance and utilize the community website to communicate with owners on community matters.

Administrative Services

1. Attend meetings of the District, at a time and place to be designated by the Board of Supervisors.
2. Prepare and distribute to the Board of Supervisors monthly operational reports of routine nature in advance of monthly Board of Supervisors meetings.
3. Develop, implement, and maintain written operational standards and policies (for the Board to adopt) to allow for the Contractor to operate all aspects of the District.

Financial Services

1. Follow the requirements outlined in the Agreement Regarding Petty Cash on Exhibit B.
2. Cooperate in the preparation of the proposed budget for the District's Property, setting forth all estimated receipts and disbursements relating to the Property for the next fiscal year.
3. Review and code invoices as well as review and approve account payables aging provided by District Accountant.

4. District Management and the contractor will agree upon a schedule whereby contractor will submit original invoices (coded and signed off) to District Accountant for Scheduled check runs.
5. Prepare payroll checks on a timely basis and disburse same to all personnel assigned to the ~~Project~~ Property.
6. Prepare for execution and filing all forms, reports and returns required by law in connection with unemployment insurance, workers' compensation, social security and other similar requirements now in effect or hereafter imposed relating to the employment of personnel.

Facilities Maintenance

1. Take inventory of all furniture, equipment, significant tools and supplies at least annually.
2. Make documented physical inspections of the Property (or portions of the Property) not less than weekly.
3. Develop and implement a written preventative maintenance program.
4. Emergency repairs involving danger to life and property, repairs immediately necessary for the preservation and safety of the Property or for the safety of the occupants, or expenditures required to avoid the suspension of any necessary service to the Property, may be made by Contractor irrespective of the cost limitation.
5. Review workmanship/performance of vendors/contractors and assure compliance is being achieved per the specifications in their contract.
6. Coordinate with contractors and cause to be made all routine repairs and maintenance work as the Approved Budget allows.
7. Process all maintenance calls and issue work orders to the proper vendor depending upon the nature of the work.
8. Maintain a work log of all service calls and requests and report to the District all work orders addressed for the month, listing any open work orders or work orders in process.
9. Major repairs are inspected by property manager and/or other qualified management personnel prior to issuing a work order.
10. The Contractor shall recommend to the Board of Supervisors terminating the service of any vendor, contractor or subcontractor that it determines is not performing to the specifications or criteria established.
11. Upon direction from the Board of Supervisors, the Contractor shall discharge vendors, contractors or subcontractors that the Board of Supervisors has determined are not performing to the specifications or criteria established.
12. Facilitate the maintenance of documentation that vendors are properly licensed and insured with the District's accounting department.

EXHIBIT B
AGREEMENT REGARDING PETTY CASH

Pursuant to the Property Management Agreement, the Contractor agrees to adhere to the following:

1. ***Compliance with Agreement, Rules & Policies.*** Contractor agrees to abide by all of the terms of the Agreement, and the District's rules and policies, all as may be amended from time to time. Contractor further agrees to abide by the policies of the bank where the Petty Cash Account is held and/or from which the Petty Cash Credit card is issued. Contractor understands all such terms, rules and policies.
2. ***Authorized Expenditures Only.*** Contractor agrees to use the Petty Cash Credit Card and/or Petty Cash Account for approved District expenditures only, as set forth in the Agreement, and not personal or Association expenses. Contractor further agrees not to use the Petty Cash Credit Card to obtain cash advances of any kind, whether from banks, credit unions, automatic tellers, or other means. Contractor understands that, in all cases of misuse, the District reserves the right to recover any monies and other damages from me.
3. ***Security.*** Contractor agrees to maintain the security of the Petty Cash Account and/or Petty Cash Credit Card at all times in order to prevent the account and/or credit card from being used for fraudulent or corrupt purposes, and to account for all expenditures with appropriate receipts.
4. ***Accounting.***
 - a. The Contractor understand that the Petty Cash Account and/or Petty Cash Credit Card will be funded only up to five thousand dollars (\$5,000) at any given time and that, for the account to be replenished, the Contractor must submit appropriate receipts to the District pursuant to the terms of the Agreement. Purchases in excess of five thousand dollars (\$5,000) need to be approved by the District Chairman, through coordination with the District Manager. Cash Cards cannot be given to third party vendors and must remain in the possession of the Contractor.
 - b. Any purchases pursuant to this Agreement that would require spending in excess of the applicable line item amounts set forth in the Budget shall require prior approval from the Board of Supervisors.
 - c. The Contractor shall take all necessary steps to ensure that any petty cash purchases are made on a tax exempt basis.
 - d. The Contractor shall maintain a ledger of all receipts and payments. The ledger must detail each transaction with date, amount, item purchased, vendor name and general ledger expense code.
 - e. The Contractor shall provide the ledger, including copies of receipts, no less than once per month at the end of each month.
 - f. In the event of lost receipts, the Contractor shall submit a missing receipt affidavit.
 - g. The District shall replenish any funds in the Petty Cash Account, or authorize payment of the Petty Cash Credit Card bill, after the Contractor has provided a full accounting for any monies spent.
 - h. Any discrepancies between the Contractor's reported activity and the bank account activity will be reported to the Contractor for resolution.

EXHIBIT C
MINIMUM INSURANCE REQUIREMENTS

The "District" as used herein shall be deemed to include East Nassau Stewardship District and its respective directors, officers, members, successors, assignees, affiliates and agents. This entity is to be scheduled on all ACORD certificates of insurance, additional insured, primary and non-contributory and waiver of subrogation endorsements as required herein.

The Contractor shall at all times during the term of this Agreement or thereafter as required, at their sole cost and expense, keep in force and furnish the District with Certificates of Insurance for the following coverage:

1. Crime (Fidelity) Insurance covering all employees of the Contractor in an amount not less than \$1,000,000.00 each occurrence, including thirty party coverage to protect the interest of the District.
2. Commercial General Liability Insurance covering all operations of the Contractor for bodily injury and property damage, advertising and personal injury liability with minimum limits of not less than:
 - a. \$1,000,000.00 Each Occurrence.
 - b. \$1,000,000.00 Personal and Advertising Injury.
 - c. \$1,000,000.00 Fire Damage Liability.
 - d. \$2,000,000.00 General Aggregate Limit (Other than Products-Completed Operations)
 - e. \$2,000,000.00 Products – Completed Operations.

Coverage shall be written on an "occurrence" basis using an ISO CG 00 01 form with the following minimum coverage:

- a. Separation of Insured with no additional restrictions or modifications.
 - b. Contractual Liability with no additional restrictions, modifications, endorsements or amendments.
 - c. Additional Insured on a primary and noncontributory basis using ISO CG 20 26.
 - d. Waiver of Subrogation endorsement ISO CG 24 04 and must schedule District.
 - e. Contractor shall maintain Commercial General Liability for a minimum period of three (3) years after the completion of services including Products-Completed Operations coverage and Additional Insured status as stated above.
3. Commercial Automobile Liability Insurance covering all Owned, Leased, Non-Owned and Hired vehicles with minimum limits of \$1,000,000 per accident and shall be written on an ISO CA 00 01 form with Designated Insured endorsement ISO CA 20 48 scheduling District and a Waiver of Subrogation endorsement in favor of the District.
 4. Professional Liability/Errors and Omissions Insurance shall cover an actual or alleged negligent act or omission arising out of work and/or services performed by Contractor with limits of not less than \$1,000,000.00 each claim and include a waiver of subrogation endorsement in favor of the District.
 - a. The Contractor warrants that any applicable retroactive date precedes the date the Contractor performed any such work and/or services and that continuous coverage or an

extended reporting period shall remain in force for not less than three (3) years following completion of work and/or termination of services of the Contractor.

5. Workers' Compensation Insurance in the statutory amount covering all of the Contractor's employees who perform work at the ~~Project-Property~~ with a Waiver of Subrogation endorsement scheduling the District.
6. Employment Practices Liability Insurance including third party liability with a \$1,000,000.00 minimum limit of liability
7. Umbrella Liability Insurance. Insurance shall cover all operations of the Contractor and shall be follow form of the employers' liability, commercial general liability and automobile liability insurance policies as detailed in this Insurance Exhibit, with an effective date that is concurrent with such primary insurance policies, with limits of not less than:
 - a. \$5,000,000.00 General Aggregate Limit.
 - b. \$5,000,000.00 Each Occurrence Limit.
 - c. \$5,000,000.00 Products-Completed Operations Aggregate.

Coverage shall be written on an "occurrence" basis form, acceptable to the District with Additional Insured status for the District on a primary and non-contributory basis. Contractor shall maintain Umbrella Liability Insurance for a minimum period of three (3) years after the completion of work and/or services; including Products-Completed Operations coverage and Additional Insured status as detailed above.

All insurance coverage required to be maintained herein shall use insurers with a minimum A.M. Best rating of A- VIII and all insurers shall be licensed or authorized to do business in the State of Florida or otherwise acceptable to the District.

Prior to the start of any work and/or service, the Contractor shall furnish the District with ACORD certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein along with a copy of the actual insurance policy language or endorsements providing: additional insured status, additional insured on a primary and noncontributory basis, waiver of subrogation.

ACORD certificate(s) with required attachments should be emailed to the certificate holder listed below:

East Nassau Stewardship District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

The Contractor shall cause all subcontractors, suppliers of performing work or providing supplies to maintain for the full term of such parties' work and at such parties' own expense, the same minimum insurance requirements as outlined above. The Contractor shall collect and maintain copies of all subcontractors, suppliers of performing work or providing supplies ACORD certificates reflecting all of the above minimum insurance coverage with the same attachments as required of Contractor.

This Insurance Exhibit is an independent contract provision and shall survive the termination or expiration of the Agreement.

Compliance by the Contractor with the carrying of insurance and furnishing of ACORD certificate(s), shall not in any way relieve the Contractor from any liability or diminish its obligations to maintain the insurance coverage required herein, or with any agreement with the District or by law.

The District may, in its sole discretion, procure any insurance which the Contractor is required to maintain hereunder but which the Contractor neglects, refuses or is unable to obtain. Premiums therefore shall be paid by the Contractor to the District on demand and/or shall be deducted from payments due to the Contractor under the Agreement.



Wrathell, Hunt and Associates, LLC

AGREEMENT FOR MANAGEMENT SERVICES
Between
EAST NASSAU STEWARDSHIP DISTRICT
and
WRATHELL, HUNT & ASSOCIATES, LLC

THIS AGREEMENT FOR MANAGEMENT SERVICES (this "Agreement"), is made and entered into on this 10th day of August, 2017, by and between the **East Nassau Stewardship District**, hereinafter referred to as "DISTRICT", and the firm of **Wrathell, Hunt & Associates, LLC**, a Florida limited liability company, hereinafter referred to as "MANAGER".

WITNESSETH:

WHEREAS, the DISTRICT desires to retain the MANAGER to provide non-exclusive management, recording, assessment methodology and accounting advisory services for the DISTRICT, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to provide such services to the DISTRICT as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The DISTRICT hereby engages the MANAGER to provide the services more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Services").
2. The DISTRICT agrees to compensate the MANAGER by payment of the fees (collectively, the "Fees") set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Fee Schedule"). The Fees, except as otherwise provided on the Fee Schedule, shall be payable in equal monthly installments on the first day of each month. The DISTRICT will consider price adjustments at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and each succeeding twelve (12)-month period thereafter to compensate for market conditions and the anticipated type and scope of the Services to be performed during the next twelve (12)-month period. Accordingly, the Fees and the Fee Schedule shall be deemed increased at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and thereafter annually at the end of each succeeding fiscal year to the extent approved in the annual budget adopted by the Board of Supervisors of the DISTRICT (the "Board"). In no event shall the Fees be increased to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.



Wrathell, Hunt and Associates, LLC

3. This Agreement shall become effective on the date set forth above and the term of this Agreement shall commence on such date and continue until this Agreement is terminated pursuant to the terms of this Section 3. This Agreement may be terminated as follows:
 - a) by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the MANAGER, or failure of the MANAGER to perform the Services as required under this Agreement, if such misfeasance, malfeasance, nonfeasance or failure to perform the Services as required under this Agreement has not been cured within ten (10) business days after the DISTRICT has provided notice of same to the MANAGER (the "Cure Period"), upon providing ten (10) business days prior written notice to the MANAGER (which period shall not begin to run until the expiration of the Cure Period);
 - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
 - c) by either party, for any reason, by providing sixty (60) days prior written notice to the other party.

Upon the termination of this Agreement, the MANAGER agrees to take all reasonable and necessary actions to transfer to the DISTRICT, or to such other party as directed by the DISTRICT, all the books and records of the DISTRICT in the MANAGER's possession in an orderly fashion. The portion of the Fees and any other amounts due and owing to the MANAGER under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement. The DISTRICT's obligation to make payment to the MANAGER of the portion of the Fees and any other amounts due and owing to MANAGER under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

4. The MANAGER shall devote such time as is reasonably necessary to perform the Services.
5. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such interest shall be employed by the MANAGER to perform the Services or any portion thereof.
6. The MANAGER shall promptly notify the DISTRICT in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, identify the nature of work that the MANAGER may undertake, if applicable, and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion within thirty (30) days of receipt of any notification by the



Wrathell, Hunt and Associates, LLC

MANAGER pursuant to this Section 6. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the DISTRICT by the MANAGER under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The MANAGER shall be free to perform services similar to the type of services offered to the DISTRICT as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the MANAGER from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.

7. The MANAGER agrees that all Services shall be performed by skilled and competent personnel.
8. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER in connection with the Services.
9. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the county where the DISTRICT is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section 9 shall survive the termination of this Agreement.
10. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith, including without limitation at all trial levels and appellate



Wrathell, Hunt and Associates, LLC

levels and in post-judgment proceedings. The provisions of this Section 10 shall survive the termination of this Agreement.

11. All notices required in this Agreement shall be sent by either certified mail, return receipt requested with postage prepaid, hand-delivered, or sent by overnight express carrier with next business day delivery guaranteed, addressed to the following addresses, or such other address as either party shall specify hereinafter in written notice to the other party:

If to the Manager: Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

If to the DISTRICT: East Nassau Stewardship District
c/o Office of the District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

With a copy to: Counsel to the DISTRICT:
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Any such notice sent as referenced above shall be deemed received on the third (3rd) business day following the day sent, if sent by certified mail with postage prepaid, when delivered if hand-delivered, or on the next business day following the day sent, if sent by overnight express courier with next business day delivery guaranteed.

12. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties, with respect thereto. This Agreement, or any provision contained herein, may not be amended unless such amendment is set forth in a writing signed by the parties hereto.
13. Neither party to this Agreement will be liable to the other for any failure or delay in performing any of its obligations under or pursuant to this Agreement, other than the payment of money, if such failure or delay is due to any (i) strike(s), lockout(s), or labor dispute(s), (ii) inability to obtain labor or materials, or reasonable substitutes therefor, or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, wars, national emergencies, natural disasters, fire, or other casualty, utility failures or other cause (including, with respect to the MANAGER, the failure of the DISTRICT to have adequate funds required for performance of the Services) beyond the reasonable control of such applicable party, and such applicable party will be entitled to a reasonable extension of the time for performing such obligations as a result of such cause. The terms of this Section 13 shall survive the termination of this Agreement.



Wrathell, Hunt and Associates, LLC

14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
15. The MANAGER shall not be liable for any acts or omissions of any previous manager(s) of the DISTRICT. The MANAGER or any of the Manager Affiliates cannot provide financial or real estate feasibility forecasting related to the DISTRICT'S ability to repay its indebtedness such as bonds, bond anticipation notes, notes or any other forms of indebtedness. The success of the real estate venture(s) located within the DISTRICT is in no way guaranteed by MANAGER nor any of the Manager Affiliates. Neither the MANAGER nor any of the Manager Affiliates shall be liable to the DISTRICT or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the DISTRICT or otherwise titled in the name of the DISTRICT (collectively, the "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the DISTRICT which is delivered to the MANAGER and deposited into any of the District Bank Accounts. The terms of this Section 15 shall survive the termination of this Agreement.
16. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a partnership or joint venture between the MANAGER and the DISTRICT or to cause the MANAGER to be responsible in any way for the debts or obligations of the DISTRICT. The terms of this Section 16 shall survive the termination of this Agreement.
17. This Agreement may be executed in counterparts, both of which, together, shall constitute one and the same agreement.
18. **THE MANAGER AND THE DISTRICT EACH HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO DEMAND A JURY TRIAL IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. THE TERMS OF THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**



Wrathell, Hunt and Associates, LLC

[SIGNATURES APPEAR ON FOLLOWING PAGES]



Wrathell, Hunt and Associates, LLC

IN WITNESS WHEREOF, the Board of Supervisors of the East Nassau Stewardship District has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals effective as of the date and year first above written.

Signed in the presence of

BOARD OF SUPERVISORS:

**EAST NASSAU STEWARDSHIP
DISTRICT**

Witnesses:

Print Name: _____

By: _____
Print Name _____, Chair

Print Name: _____

MANAGER:

**WRATHELL, HUNT & ASSOCIATES,
LLC**

Print Name: _____

By: _____
Craig A. Wrathell, President & Partner

Print Name: _____



EXHIBIT A - SERVICES

Wrathell, Hunt & Associates, LLC will perform all required Management functions of the East Nassau Stewardship District (the “District”), which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors of the District (the “Board”) and provide the Board with meaningful dialogue of the issues before the Board for action
- Identify significant policies, including analysis of policy implementation with administrative and impact statement and effect on the District
- Develop and train members of the Board in the requirements of Florida Laws with including with respect to, but not limited to, public officers and employees, and the conduct of District business
- Prepare District's Budget as more fully outlined below
- Implement Budget directives
- Prepare specifications for and coordinate for the following services:
 - Insurance, including General Liability along with Directors and Officers Liability
 - Independent Auditor Services
 - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District is located:
 - Public Facilities Report
 - Designation of Registered Office and Registered Agent
 - Public Meeting Schedule
 - Audited Financial Statements (assist with the preparation of same)
- Ensure compliance with the following Florida Statutes:
 - Annual Financial Audit
 - Annual Financial Report
 - Public Depositor Report



Wrathell, Hunt and Associates, LLC

- Proposed Budget
- District Map and Amendments
- Public Facilities Report
- Registered Agent and Registered Office
- Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and *Wrathell, Hunt & Associates, LLC* will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District
- Provide Oath of Office and notary public for all newly elected members of the Board
- Coordinate and provide contract administration for any services provided to the District by outside vendors:
 - Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
 - Ensure that contract specifications are met
 - Interface with residents and contractors to ensure that anticipated service levels are being provided
 - Prepare contract amendments and change orders as necessary
 - Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
 - Hire and train a highly qualified staff
 - Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner
 - Prepare and implement operating schedules
 - Prepare and implement operating policies
 - Interface with residents to ensure anticipated levels of service are being met
 - Implement internal purchasing policies
 - Prepare and bid services and commodities as necessary



Wrathell, Hunt and Associates, LLC

- Coordinate with the residents to determine the services and levels of service to be provided as part of the District's budget preparations:
 - Identify new services
 - Identify expanded areas of existing services
 - Identify new levels of service
 - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)

Recording Services

Wrathell, Hunt & Associates, LLC will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located
- Record and transcribe all meetings of the Board including regular meetings, special meetings, workshops and public hearing(s). The recording and verbatim transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by *Wrathell, Hunt & Associates, LLC* in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.
- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District
- Maintain District Seal
- Satisfy public records requests in a timely, professional and efficient manner
- Prepare and coordinate applications for:
 - Federal I.D. Number
 - Tax Exemption Certificate



Wrathell, Hunt and Associates, LLC

- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes

Accounting Services

Wrathell, Hunt & Associates, LLC will perform all required accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by the Board at the District's advertised public hearing
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent
- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Adhere to investment policies and procedures pursuant to Chapter 218, Florida Statutes



Wrathell, Hunt and Associates, LLC

- Prepare Annual Financial Report for units of local government and distribute to the State Comptroller
- Prepare Public Depositor's Report and distribute to the State Treasurer
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies
- Administer purchase order system, periodic payment of invoices
- Coordination of tax collection and miscellaneous receivables
- Prepare all required schedules for year end audit:
 - Prepare schedule of bank reconciliations
 - Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
 - Prepare analysis of accounts receivable
 - Prepare schedule of interfund accounts
 - Prepare schedule of payables from the governments
 - Prepare schedule of all prepaid expenses
 - Prepare debt confirmation schedules
 - Prepare schedule of accounts payable
 - Prepare schedule of changes in fund balances
 - Prepare schedule of assessment revenue compared to budget
 - Prepare schedule of interest income and provide reasonableness test
 - Prepare schedule of investments and accrued interest
 - Prepare analysis of all other revenue
 - Prepare analysis of interest expenses and calculate accrued interest expense at year end
 - Prepare schedule of operating transfers
 - Prepare schedule of cash receipts and cash disbursements
 - Prepare analysis of cost of development and construction in progress
 - Prepare analysis of reserves for encumbrances
 - Prepare analysis of retainages payable
 - Prepare amortization and depreciation schedules



Wrathell, Hunt and Associates, LLC

- Prepare general fixed asset and general long-term debt account groups
- Perform general fixed asset accounting
- Account for assets constructed by or donated to the District for maintenance
- Prepare inventories of District property in accordance with the rules of the Auditor General

Special Assessment Methodology Preparation Services

Wrathell, Hunt & Associates, LLC will perform all required special assessment methodology functions of the District, which will include but not be limited to the following:

- Review the District's capital improvement program
- Determine the types of special and general benefits of proposed investments
- Determine which properties within the boundaries of the Districts receive special benefits and which properties receive general benefits
- Determine a fair and reasonable apportionment of the special and peculiar benefits of the District-financed improvements among the properties deriving such benefits
- Based on the determination and apportionment of special and peculiar benefit, calculate a fair and reasonable apportionment of the responsibility to pay the non-ad valorem special assessments resulting from funding of the District's capital improvement plan
- Prepare a Special Assessment Methodology Report for consideration by the Board of the District
- Prepare an assessment roll of all assessable properties within the District
- Present the Special Assessment Methodology Report to the Board at a public meeting and answer any questions pertaining to the Report
- Prepare the Preliminary and Final Assessment Rolls
- Prepare notices advising the property owners of the completion of construction and the amount of the final assessment
- Act as primary contact to answer property owners' questions regarding the capital assessment



Exhibit B – Fee Schedule

1. District Management, Recording, Financial Accounting and Assessment Roll Services

FEE PROPOSED: **\$48,000 annually**

2. Accounting/Assessment Collection Services

Per Bond Debt Service Fund **\$7,500**

3. Assessment Methodology Consultant Services

Assessment Methodology **\$25,000**

4. Issuance of Bonds, and Placement of Loans and other District Indebtedness

FEE PROPOSED – **Not to exceed \$50,000 per issue (if applicable)**

The following formula shall explain this fee. The fee for the first \$5,000,000 bond issue(s) SHALL BE \$3.00/\$1,000 with a minimum fee of \$10,000. The additional fee for bond issues between \$5,000,000 and \$10,000,000 shall be \$1.00/\$1,000. The fee for bond issues over \$10,000,000 shall be \$.50/\$1,000 of the additional amount. These fees are payable at closing of the bond issue. It is expressly understood that compensation shall be contingent upon completion of financing and if for any reason a financing is not completed, there shall be no compensation owed to **Wrathell, Hunt and Associates, LLC**. For the issuance of Bond Anticipation Notes, the fee is \$10,000 per issuance.

5. Dissemination Agent Services

FEE PROPOSED **\$1,000 annually per bond issue**

6. Out of Pocket Expenses: **Wrathell, Hunt and Associates, LLC**, shall be reimbursed for reasonable **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, mailings, long distance telephone calls, and printing and binding, etc.). **Wrathell, Hunt and Associates, LLC**, will submit monthly invoices to District for work performed and payment shall become due and payable within fifteen (15) days of receipt.

7. Additional Services: Should **Wrathell, Hunt and Associates, LLC**, be requested to provide additional functions on behalf of District, compensation for such services shall be in accordance with the terms mutually agreed to by the parties.

Joe

Good afternoon. As always, good speaking to you.

Attached above (budgets, Field Ops Manager agreements, and scope of services for the field ops manager) are a couple examples of CDDs we manage where we serve as District Manager and the CDD Board has engaged a property management company (who typically also manages the Master HOA in that community) to serve as Field Ops Manager for the CDD (and in some cases handles CDD clubhouse/amenity management which is not applicable in the Hamal CDD). The fees charged are very reasonable on these deals. As you can see in the scope of services in each agreement, the Field Ops Manager would solicit bids, oversee the performance of contractors/vendors, review, code and sign-off on CDD operational invoices to be submitted to our office for payment, attend Board meetings as necessary, help in the preparation of the Field Ops section of the CDD Budget each year, answer resident questions, and etc. I understand Howard has tried to help out but these field ops manager services are not in the Wrathell, Hunt & Associates agreement and we have never been paid to perform these field operations services. In the past performed Brian Dowling performed these functions on behalf of the district.

Howard and I are happy to discuss and help you and the Board formulate a strategy to move forward to address CDD field ops.

Thanks and have a great weekend!

Craig

Craig Wrathell
President & Partner
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Toll-free: (877)276-0889
Phone: (561)571-0010
Fax: (561)571-0013
www.whhassociates.com

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF
WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS
FROM OUR OFFICE DO NOT SEND A WIRE.**

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Mailed notices	1,600
Miscellaneous- bank charges	750
Bank charges, automated AP routing and other miscellaneous expenses	
Website	
Hosting	705
ADA compliance	210
Dissemination agent	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities &	
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Trustee	10,500
Annual fees paid for services provided as trustee, paying agent and	
Field Operations	
Landscape maintenance	
Field operations manager	9,600
Beachwalk Blvd (inc. main entries)	323,346
CR 210 - median	30,000
Tree/plant replacement	50,000
Annuals rotation	18,000
Mulch	171,000
Irrigation repairs	12,000
Irrigation water	295,000
Aquatic maintenance	21,500
Road maintenance	15,000
Accounting	7,500
Other fees and charges	
Tax collector	12,823
The tax collector's fee is 2% of assessments collected.	
Total expenditures	<u><u>\$ 1,097,725</u></u>

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT
FIELD OPERATIONS SERVICES AGREEMENT

THIS FIELD OPERATIONS SERVICES AGREEMENT (the "Agreement") is made and entered into this 1st day of March, 2019 (the "Effective Date"), by and between:

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the St. John's County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"); and

EVERGREEN LIFESTYLES MANAGEMENT, LLC, a Florida limited liability company, having its address at 2100 S. Hiwassee Road, Orlando, Florida 32835 (the "Manager").

RECITALS

WHEREAS, the District owns certain property within the boundaries of the Twin Creeks North Community Development District in St. John's County, Florida; and

WHEREAS, the District has a need for field operations management services to provide for the operation and management of the District-owned property and property that the District has the legal responsibility to maintain; and

WHEREAS, Manager has submitted its proposal, dated January 2019, for the performance of field operations management services, attached hereto and made a part of the Agreement as Exhibit A (the "Proposal"); and

WHEREAS, the District desires to enter into a contractual relationship with Manager by entering into this Agreement with Manager to provide field operations management services for the District, and to provide other services as described in this Agreement.

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Manager agree as follows:

Section 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

Section 2. ENGAGEMENT OF SERVICES.

A. The District agrees to utilize Manager to provide field operations management services in accordance with the terms of this Agreement. Manager shall perform all normal duties associated with field operations management service for the District as more particularly provided for in the Proposal and this section. This

Agreement grants to Manager the right to access the District property for those purposes and uses described in this Agreement, and Manager hereby agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

B. Manager shall furnish and provide the field operations management services set forth in the Proposal and herein (collectively, the "Services").

C. Manager shall report directly to the District Manager of the District, and shall consult the District Manager directly regarding:

1. Questions regarding scope of work.
2. Emergency response, and health, safety, and welfare of the public issues.
3. Media and news inquiries, reports, and contact.
4. Plans for natural disaster preparation, communications, response, and recovery.

Section 3. TERM. The District agrees to pay Manager for its services beginning March 1, 2019 and ending on September 30, 2021 (the "Initial Term"), in accordance with the terms and conditions contained in this Agreement. After the Initial Term, this Agreement may be extended for up to two (2) annual extension terms of one year each upon the mutual consent of the parties.

Section 4. COMPENSATION. The amount payable to Manager for Services provided pursuant to this Agreement shall be as follows:

A. Base Compensation: \$800.00 per month for Services at for 16 (minimum) to 20 hours per month. The total annual amount of the Base Compensation shall not exceed **NINE THOUSAND SIX HUNDRED AND 00/100 (\$9,600.00) DOLLARS** (the "Contract Amount"). The contract amount shall be payable monthly, on the last day of each calendar month.

B. Reimbursable Expenses: The Manager shall be reimbursed by the District for certain expenses known as reimbursable expenses, which include site office expenses and other expenses, all of which shall first be approved by the District Manager of the District. Manager shall invoice the District for these expenses on a monthly basis.

Section 5. GENERAL CONDITIONS.

A. Manager shall report directly to the District Manager. Manager shall only invoice the District for the actual hours provided by Manager's employees for the Services performed.

B. Manager shall obtain written approval from the District Manager prior to any purchase of materials, supplies or services that are not included in the compensation set forth above in Section **4.B**. Any materials, supplies or

services purchased by Manager in accordance herewith or on behalf of the District shall be owned by the District.

C. Manager is an independent contractor. Services provided by Manager shall consist of Manager's employees. Manager shall be responsible for all of its employees' compensation and for payment of all relevant taxes, worker's compensation and other related charges. Manager shall have sole authority as an independent contractor in dealing with its employees.

D. Manager agrees that it shall be responsible for reporting to the District all known problems with the District property.

E. Manager shall not make or enter into contracts, institute legal proceedings, or take any other steps in the name of the District without the express written consent of the District, except in the case of a real emergency, in which case the prior consent of the District Manager shall be required.

Section 6. TERMINATION.

A. Either party may terminate this Agreement for convenience by providing the other party with at least thirty (30) days written notice of said party's intent to terminate. The District shall pay, in accordance with the terms of this Agreement, the monies owed to Manager performed by Manager.

B. Within thirty (30) days of the termination of this Agreement, the Manager shall turn over and deliver to the District all records, documents, contracts, agreements, plans, accounts, computer files or other documentation pertaining to the District and this Agreement. Manager agrees that it shall cooperate with District to affect an efficient and orderly transition of responsibility with respect to the management of the District property upon termination or expiration of this Agreement.

Section 7. INSURANCE.

A. Manager shall maintain, at its expense, throughout the term of this Agreement the following insurance, written by a company or companies licensed to do business in the State of Florida:

- (i)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (ii)** Commercial General Liability Insurance with limits of \$1,000,000 applicable to bodily injury, sickness or death in any one occurrence and \$1,000,000 for loss or damage to property in any one occurrence. Comprehensive General Liability Insurance shall include Premises/Operations; Contractual Liability; Personal Injury; Fire;

Products/Completed Operations; Broad Form Property Damage; and Medical Payments.

- (iii) Employer's Liability Coverage with limits of \$500,000.
- (iv) Professional Liability Insurance with limits of \$1,000,000.
- (v) Automobile Liability Insurance with limits of \$1,000,000.

B. The District shall be named as an additional insured in all policies of insurance. Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. Each Certificate of Insurance shall acknowledge that particular policies of insurance shall not be amended, modified, terminated, or canceled without the insurer first having provided at least thirty (30) days written notice to Manager.

C. The monetary limit and types of coverages set forth herein shall not be construed as a limit of the Manager's liability.

Section 8. INDEMNIFICATION.

A. Obligations under this section shall include the payment of all settlements, judgments, damages to property and for bodily injury, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Manager will indemnify, save and hold the District harmless and shall defend the District from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of Manager's officers, directors, agents, assigns, or employees, which cause harm to persons or property and arising out of or in any way connected with the performance of this Agreement, specifically including, but not limited, to all acts or omissions or negligence of Manager's officers, directors, agents, assigns, or employees. Manager agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or any other laws.

C. District will indemnify, save and hold the Manager harmless and shall defend the Manager from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of District's officers, directors, agents, assigns, or employees, which cause harm to persons or property and arising out of or in any way connected with the performance of this Agreement, specifically including, but not limited, to all acts or omissions or negligence of District's officers, directors, agents, assigns, or employees.

Section 9. PUBLIC RECORDS.

A. Manager 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:

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

ii. 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

iii. 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 Manager does not transfer the records to the District; and

iv. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Manager or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Manager transfers all public records to the District upon completion of the Agreement, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Manager keeps and maintains public records upon completion of the Agreement, the Manager 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. Manager 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 Manager, the Manager shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Manager acknowledges that should Manager fail to provide the public records to the District within a reasonable time, Manager may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE MANAGER 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 MANAGER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**WRATHELL, HUNT AND ASSOCIATES, LLC.
2300 GLADES ROAD #410W
BOCA RATON, FL 33431
TELEPHONE: (877) 276-0889
EMAIL: WRATHELLC@WHHASSOCIATES.COM**

Section 10. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance.

Section 11. TAXES. Manager shall pay all applicable sales, consumer use, and other similar taxes required by law. The District is exempt from all federal, state, and local taxes.

Section 12. ENFORCMENT OF AGREEMENT. In the event that either the District or Manager 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 13. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Manager relating to the subject matter of this Agreement.

Section 14. AMENDMENTS. 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 the District and Manager.

Section 15. CONFLICTS. In the event of a direct conflict with respect to the terms and conditions contained in the main body of this Agreement and Exhibit A, the conflict shall be resolved in favor the prevailing terms and conditions of the main body of the Agreement.

Section 16. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Manager, both the District and Manager have complied with all the requirements of law, and both the District and Manager have full power and authority to comply with the terms and provisions of this instrument.

Section 17. 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 Manager: Evergreen Lifestyles Manager, LLC
2100 S. Hiawassee Road
Orlando, Florida 32835
Attn: _____

B. If to District: Twin Creeks North Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: Dennis E. Lyles, Esq.

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 Manager may deliver Notice on behalf of the District and Manager. 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 18. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Manager. No right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Manager and their respective representatives, successors, and assigns.

Section 19. ADDITIONAL WORK. Additional services may be provided under this Agreement with the prior approval of the District Board and/or District Manager and shall be billed in accordance with an approved task order addressing the compensation

for the Additional Work. Prior to Manager providing additional services, the District or District Manager must approve these additional services and costs thereof in writing.

Section 20. ASSIGNMENT. Neither the District nor Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

Section 21. CONTROLLING LAW; 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. Venue for purposes of any litigation arising out of this Agreement shall be St. John's County, Florida.

Section 22. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and Manager and shall remain in effect unless terminated by either of the District or Manager.

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. NO CONSTRUCTION AGAINST DRAFTING PARTY. Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

Section 25. 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 26. 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.

[SPACE INTENTIONALLY LEFT BLANK]

Exhibit A

Proposal

FIELD OPERATIONS MANAGEMENT

Twin Creeks North CDD

January 2019



YOUR COMMUNITY.
YOUR HOME.
YOUR EVERGREEN.



EVERGREEN
LIFESTYLES MANAGEMENT

TWIN CREEKS NORTH CDD

ATTN: Board of Directors

January 28, 2019

Thank you for inviting Evergreen Lifestyles Management to provide a professional management proposal. We are excited about the prospect of serving this community. Our proposal has been prepared to demonstrate Evergreen Lifestyles Management's commitment to providing the highest degree of customer service, field operations management, vendor management, administrative efficiency, and a community that homeowners are proud to call home.

With a thorough evaluation of Twin Creeks North CDD parcel and its monthly needs, we propose the following for your review:

FIELD OPERATIONS MANAGEMENT

Field Operations Management

\$800 per month flat fee

FIELD OPERATIONS MANAGEMENT SCOPE OF SERVICES

While evaluating the scope of work related to the Twin Creeks North CDD parcel, we identified specific items we would like to include in our standard scope of services. We feel these items will greatly benefit the community and will attend to the parcels' unique set of needs and demands.

Our Field Operation Manager will designate between 16-20 hours per month to the following:

- Weekly Landscape and Irrigation Inspections
- Bi-weekly Landscape Walk Through with Landscape & Irrigation Maintenance Supervisor
- Weekly Fountain Inspections
- Monthly Meetings with Fountain Maintenance Vendor
- Weekly Fountain & Entrance Lighting Checks
- Monthly Street & Street Sign Inspections
- Attendance at Monthly CDD meetings
- Attendance at all Developer Meetings (When Attendance is Requested)
- Monthly Reporting of District Needs Related to Landscaping, Lighting, Fountain, and Monument Repairs
- Facilitating and Assisting in Requests for Proposals for Maintenance Related Projects
- Assisting in the Preparation & Formulation of the District's Budget
- Responding & Addressing all Homeowner & Client Requests, Concerns & Questions via our 24-7 Customer Care Team
- Documenting, Reporting, & Working with Local Law Enforcement and First Responders on all Accidents and/or Vandalism to Occur on CDD Property

YOUR COMMUNITY.
YOUR HOME.
YOUR EVERGREEN.



EVERGREEN
LIFESTYLES MANAGEMENT

10401 Deerwood Park Blvd.

Suite #2130

Jacksonville, FL 32256

Phone: (877) 221-6919

Email: info@evergreen-lm.com

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2021**

	Fiscal Year 2020				Proposed Budget FY 2021
	Amended Budget FY 2020	Actual through 3/31/2020	Projected through 9/30/2020	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 85,164
Allowable discounts (4%)	-				(3,407)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	81,757
Assessment levy: off-roll	161,420	59,879	101,541	161,420	-
Landowner contribution	4,256	4,256	-	4,256	253,436
Lot closing	40,603	80,198	(39,595)	40,603	-
Total revenues	<u>206,279</u>	<u>144,333</u>	<u>61,946</u>	<u>206,279</u>	<u>335,193</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	11,093	13,907	25,000	25,000
Engineering	3,500	-	2,000	2,000	3,500
Audit	4,200	-	2,950	2,950	3,100
Arbitrage rebate calculation	750	-	750	750	750
Dissemination agent	1,000	500	500	1,000	1,000
Trustee	10,500	10,500	-	10,500	10,500
Telephone	200	100	100	200	200
Postage	500	57	443	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,200	-	600	600	1,200
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,125	-	5,125	5,500
Contingencies/bank charges	500	100	400	500	500
Website					
Hosting & maintenance	705	-	705	705	705
ADA compliance	200	199	-	199	210
Tax collector	-	-	-	-	1,703
Total professional & administrative	<u>102,430</u>	<u>52,099</u>	<u>46,605</u>	<u>98,704</u>	<u>103,043</u>
Field operations (shared)					
Management	6,000	-	6,000	6,000	14,400
Stormwater management					
Lake maintenance	5,000	-	5,000	5,000	10,000
Dry retention area maintenance	9,000	-	9,000	9,000	37,000
Preserve maintenance	2,000	-	2,000	2,000	3,500
Streetlighting	4,092	1,092	3,000	4,092	-
Maintenance contract	-	-	-	-	2,000
Electricity	-	-	-	-	5,000
Irrigation supply					
Maintenance contract	1,500	-	1,500	1,500	3,000
Electricity	5,000	-	5,000	5,000	24,000
Repairs and maintenance	500	-	500	500	2,500
Monuments and street signage					
Repairs and maintenance	1,000	-	1,000	1,000	2,000
Electricity	500	-	500	500	1,250
Holiday decorating	-	-	-	-	-

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2021**

	Fiscal Year 2020				Proposed Budget FY 2021
	Amended Budget FY 2020	Actual through 3/31/2020	Projected through 9/30/2020	Total Actual & Projected	
Landscape maint. entries/buffers					
Maintenance contract	50,000	-	50,000	50,000	100,000
Plant replacement	-	-	-	-	7,500
Irrigation repairs	2,500	-	2,500	2,500	15,000
Roadway maintenance	2,500	-	2,500	2,500	5,000
Total field operations	<u>89,592</u>	<u>1,092</u>	<u>88,500</u>	<u>89,592</u>	<u>232,150</u>
Total expenditures	<u>192,022</u>	<u>53,191</u>	<u>135,105</u>	<u>188,296</u>	<u>335,193</u>
Net increase/(decrease) of fund balance	14,257	91,142	(73,159)	17,983	-
Fund balance - beginning (unaudited)	<u>(4,257)</u>	<u>(4,257)</u>	<u>86,885</u>	<u>(4,257)</u>	<u>17,983</u>
Fund balance - ending (projected)	<u>\$ 10,000</u>	<u>\$ 86,885</u>	<u>\$ 13,726</u>	<u>\$ 17,983</u>	<u>\$ 17,983</u>

***This expense is paid from the costs of issuance in the initial year. Thereafter, this will be a budgeted expense.

AMENITIES MANAGEMENT AGREEMENT

This Amenities Management Agreement ("**Agreement**") is made and entered into to be effective the 1st day of May, 2020, by and among,

Beaumont Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida, and whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Evergreen Lifestyles Management, LLC, a Florida limited liability company, whose address is 2100 S. Hiawassee Road, Orlando, Florida 32835 ("**Amenity Manager**"); and

Is acknowledged and agreed to by **Beaumont Homeowners Association, Inc.**, with an address of 2100 S. Hiawassee Road, Orlando, Florida 32835 ("**BHA**"); and

Is further acknowledged and agreed to by **Beaumont Townhome Owners Association, Inc.**, with an address of 2100 S. Hiawassee Road, Orlando, Florida 32835 ("**BTOA**," and together with the BHA, the "**HOAs**," and both together with the District and Amenity Manager, the "**Parties**").

RECITALS

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

WHEREAS, the District owns certain Amenities (as defined in Section 2 below) located within the District and serving the community of Beaumont, including but not limited to an amenity for the single-family homes and an amenity for the townhome owners; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to operate and maintain the Amenities; and

WHEREAS, the Amenity Manager provides such Services (as defined in Section 2 below) and now desires to contract with the District in accordance with the terms and specifications in this Agreement; and

WHEREAS, it is intended that the Amenities be operated and maintained for an exclusively public purpose and that any monies generated from the operation of the Amenities be used to defray the public expense associated with operating and maintaining the Amenities; and

WHEREAS, the HOAs also serves the community of Beaumont and desire that the Operations Manager retained by the Amenity Manager to provide on-site Services hereunder for the District, also provide HOA Services (as defined in Section 2 below); and

WHEREAS, due to the efficiencies of having a single individual provide both the Services and HOA Services, the District is agreeable to splitting the time of an Operations Manager (as defined in Section 2 below) between these two roles; and

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:

I. RECITALS & DEFINITIONS

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.

2. **Definitions.** The following definitions apply to this Agreement:

- a. **"Amenities"** – shall mean the District's single-family residential clubhouse, and townhome clubhouse, along with their appurtenant improvements (e.g., swimming pool(s), athletic courts, playgrounds, etc.).
- b. **"O&M Budget"** – shall mean the annual operations and maintenance budget adopted by the District's Board of Supervisors ("**Board**") for each Fiscal Year (as herein defined) and as may be amended from time to time.
- c. **"Fiscal Year"** – shall mean the District's fiscal year beginning October 1 and ending September 30.
- d. **"Operations Expenses"** – shall mean all costs of operating the Amenities, including, but not be limited to, the following: courier expenses (such as Federal Express, UPS), telephone, utilities, retail product expense, operating supplies, computer and software expenses, and other related expenses as outlined in the O&M Budget.
- e. **"Program Expenses"** – shall mean the expenses associated with providing the various activities, events and programs for patrons, as outlined in the O&M Budget.
- f. **"Services"** – shall mean those services described in **Attachment A-1** relating to the management, operation, and maintenance of the Amenities for the benefit of the District, which **Attachment A-1** is attached hereto and incorporated herein by this reference.
- g. **"HOA Services"** – shall mean those services outlined in **Attachment A-2** and for the benefit of the HOAs.
- h. **"Operations Manager"** – shall refer to the individual employed by the Amenity Manager to oversee the provision of the Services and HOA Services.

II. SCOPE OF SERVICES

3. The Amenity Manager shall perform the Services on the terms and conditions set forth herein. The Amenity Manager and HOAs shall separately contract for the provision of the HOA Services, provided however that the Amenity Manager's Operations Manager shall not spend more than approximately 20% of his or her time involved in providing HOA Services. The District shall not be responsible in any way for provision or oversight of the HOA Services. Moreover, the Amenity Manager shall ensure that the Operations Manager documents any time spent on the HOA Services (which documentation shall be made available to the District upon request) in such a manner so as to allow the District to verify that the requirements of this Section have been met.

III. TERM & RENEWAL

4. The term of this Agreement shall be from the date set forth above through September 30, 2020. Unless terminated pursuant to its terms, this Agreement shall automatically renew without amendment each subsequent Fiscal Year.

IV. COMPENSATION & REIMBURSEMENT

5. The District shall pay the Amenity Manager for the Services as provided in **Attachments A-1 and B**, which are attached hereto and incorporated herein by this reference. As noted herein, the HOAs shall separately contract with the Amenity Manager for the cost of the HOA Services described in **Attachment A-2**. All operating costs shall be paid by either the HOAs or the District, depending on the nature of the cost and whether the item relates to a Service or an HOA Service. As applicable, all payments shall be made in accordance with Florida's Prompt Payment Act, Sections 218.70 through 218.80 of the *Florida Statutes*.

V. REVENUE & TAX EXEMPT STATUS

6. **Revenue for a Public Purpose.** The Parties agree that the Amenities shall be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the Amenities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Amenities consistent with the terms of this Agreement.

7. **Collection of Revenue.** In the course of providing the Services, and subject to the other provisions of this section, the Amenity Manager shall maintain an accurate record of all revenues received from the operation of the Amenities and shall remit to the District the revenues, and an accounting for the same, for a given month no later than 15 days after the end of that month. The Amenity Manager shall not have charge of the revenues other than to collect the revenues and remit them to the District under this Agreement. The Amenity Manager shall carry employment theft dishonesty insurance in the amounts set forth in this Agreement to secure the performance by the Amenity Manager of its powers and duties under this Agreement relating to the collection of the revenues and handling of petty cash direct purchases under this Agreement.

The Amenity Manager shall ensure that all amenity fees charged to patrons are consistent with the rates set forth in the District's rules and policies, as may be amended from time to time. Further, the Amenity Manager may: (1) directly collect such amenity fees, (2) use a third party provider to assist with electronic collection of such amenity fees (e.g., PayPal), or (3) with prior written notice to and consent of the Amenity Manager, allow subcontractors providing programming services to collect such amenity fees for specific programs. In any case, the Amenity Manager shall remain responsible for the collection of all amenity revenues, shall maintain an accurate record of all such amenity revenues, and shall remit all amenity revenues to the District (with the one exception that, with prior written notice to and consent of Wrathell Hunt & Associates, Inc. ("**District Manager**"), and subject to the terms of an applicable subcontractor agreement, a subcontractor providing programming services may collect and keep amenity revenues as compensation for the subcontractor's services).

8. **Tax-Exempt Status.** The District agrees to pay any applicable ad valorem taxes, unless the Amenities are subject to ad valorem taxation as a result of the Amenity Manager's failure to abide by

the terms of this Agreement or the District's rules or policies, in which case the Amenity Manager shall be responsible for the payment of ad valorem taxes.

VI. BUDGET PREPARATION

9. Within 30 days of execution of this Agreement for the current Fiscal Year of this Agreement, and prior to April 15th for each subsequent Fiscal Year, the Amenity Manager shall prepare an annual operating budget estimating the revenues and expenses, including all expenses described in **Attachment B**, for all Services under this Agreement for the upcoming Fiscal Year. Such annual operating budget, if approved by the Board, shall be incorporated into the O&M Budget. At the request of the District, the Amenity Manager shall update its initial estimated annual operating budget in anticipation of the District's final annual budget meeting, which typically occurs in July, August, or September of each Fiscal Year.

VII. PROCUREMENT PROCEDURES

10. **Purchases by the District.** The District will be responsible for all Operations Expenses and Program Expenses and, except as provided in Paragraph 11, shall directly pay vendors for such Operations Expenses and Program Expenses. The following conditions apply to the purchase of supplies and inventory for the Amenities:

- a. **Amenity Manager Initiated Purchasers.** If the Amenity Manager desires that a purchase be made by the District for Operations Expenses or Program Expenses, the Amenity Manager shall furnish a request ("**Payment Request**") to the District Manager detailing the proposed supplier, the nature of the supplies or inventory, and the costs thereof. Such request may be made by e-mail to the District Manager.
- b. **Purchase Order Issuance.** Upon receipt of a Payment Request, the District shall review the Payment Request, and, if approved by the District, issue a District purchase order directly to the supplier, with delivery to be made to the District.
- c. **Sales Tax Exemption.** The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- d. **Inspection and Bailment.** The Amenity Manager shall inspect, accept delivery of and store the materials pending the use of the supplies and/or sale of the inventory. The Amenity Manager's possession of the supplies and inventory will constitute a bailment. The Amenity Manager, as bailee, shall have the duty to safeguard, store, and protect the supplies and inventory while in the Amenity Manager's possession.
- e. **Invoice Processing.** After verifying that delivery is in accordance with the purchase order, the Amenity Manager shall submit a list indicating acceptance of goods from the supplier and concurrence with the District's issuance of payment to the supplier. The District will process the invoices and issue payment directly to the supplier.
- f. **Insurance.** The District shall purchase and maintain any necessary risk insurance sufficient to cover the supplies and inventory purchased directly by the District.

11. **Petty Cash.** For small or emergency purchases, the Amenity Manager shall have the authority to make payment directly to vendors for Operations Expenses and Program Expenses using a petty cash account ("**Petty Cash Account**") and/or, at the District's discretion, credit card ("**Petty Cash Credit Card**"), as described in this paragraph, provided, however, that any such purchase shall not exceed the budgeted amount for the applicable line item set forth in the O&M Budget. The District shall maintain a Petty Cash Account that shall hold monies not to exceed one thousand dollars (\$1,000.00) at any given time and that shall be established in such a manner to allow the Amenity Manager, on behalf of the District, to write checks from the petty cash account. Alternatively, in its discretion, the District may provide to the Amenity Manager a District Petty Cash Credit Card with a one-thousand-dollar limit. The Operations Manager, on behalf of the Amenity Manager, shall be the only individual authorized to write checks from the Petty Cash Account or use the Petty Cash Credit Card and shall execute and abide by the District's Agreement Regarding Revenue Collection and Petty Cash, the form of which is attached hereto as **Attachment C** and incorporated herein by this reference. To the extent feasible, the Amenity Manager shall take all necessary steps consistent with Paragraph 10 above to ensure that any petty cash purchases are made on a tax-exempt basis. The District shall not replenish any funds in the Petty Cash Account, or authorize payment of the Petty Cash Credit Card bill, until provided with a full accounting, including copies of any receipts, for any monies spent. Any purchases pursuant to this paragraph that would require spending in excess of the applicable line item amounts set forth in the O&M Budget, shall require prior approval from the Board. The Amenity Manager shall be responsible for any purchases made that are not supported by appropriate receipts or that are not approved as part of the O&M Budget or by the Board.

VIII. SPECIAL TERMS AND CONDITIONS

12. **Permits, Licenses, and Other Approvals.** Unless the District expressly directs otherwise in writing, the Amenity Manager, at the District's expense, shall timely apply for, obtain, and maintain all applicable permits, licenses, certifications, consents, and other approvals for operation and management of the Amenities and from all governmental agencies which have jurisdiction over the operation and management of the Amenities. The Amenity Manager, by applying for such permits, licenses, certifications, consents, and other approvals, does not in any way guarantee the approval of such applications. In the event an applicable permit, license, certification, consent, or other approval is not obtained for a particular service, or a permit, license, certificate, consent, or other approval necessary for a particular service is rescinded or revoked, the Amenity Manager shall immediately notify the District and shall not provide, and shall immediately abate the provision of, that service.

13. **Alcohol Sales.** With the District's prior written approval, catered functions for patrons may be held where alcohol is provided. The Amenity Manager shall not be responsible for the provision of alcohol in connection with such events, but instead shall assist the District in contracting with caterers who have the necessary licenses and appropriate insurance. In doing so, the Amenity Manager shall adhere to all federal and state laws regulating the sale and service of alcoholic beverages, and shall maintain and verify the receipt of any required licenses or other approvals necessary for the sale and service of alcoholic beverages, and shall otherwise comply with all of the requirements of this Agreement. Further, the Amenity Manager shall ensure that caterers are aware of the following requirements:

- a. At all functions where alcohol is served, there will be no less than one (1) bartender for every seventy-five (75) people for hosted bars and one (1) bartender for every one hundred (100) people for cash bars, and there will be no bartender or server fees, except to the extent that such fees are based on an hourly rate and in no way tied to the number of drinks served;

- b. Bartenders/Servers are not to serve any individuals that are under twenty-one (21) years of age;
- c. Bartenders/Servers are not to serve any individuals that appear intoxicated; and
- d. All bartenders and wait staff, and all event staff at special events, must receive alcohol-awareness training.

The Amenity Manager shall develop and implement an official board approved policy for safe alcohol consumption and guidelines for handling intoxicated guests.

14. **Children's Activities.** With the District's prior approval, the Amenity Manager may provide children's activities such as recreational day camps, story time, and arts and crafts activities, subject to the following:

- a. Unless prohibited by law, the Amenity Manager shall conduct a background check for all potential applicants for staff positions hired to assist with children's recreational programs or activities involving minor children.
- b. At least one Amenity Manager employee assisting with a children's program or activity shall be certified in cardiopulmonary resuscitation by the American Red Cross or other program satisfactory to the District.
- c. The Amenity Manager shall adhere to all federal and state laws regulating the operation and management of any recreational day camps, or other programs or activities for children; shall maintain any required licenses or other approvals necessary for such programs or activities; and shall otherwise comply with all of the requirements of this Agreement. To the extent the District is also required to obtain a license or approval, the Amenity Manager shall notify the District of such requirement and assist the District in obtaining any required license or approval.

15. **Insurance.** The Amenity Manager shall maintain the following insurance:

- a. Workers Compensation - statutory limits
- b. Employer's Liability - \$500,000
- c. General liability insurance with the following limits:

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
- d. Employment theft dishonesty insurance in the amount of at least \$150,000
- e. Abuse and molestation insurance in the amount of at least \$1,000,000 (which may be provided as part of the General Liability insurance)
- f. Comprehensive automobile liability insurance for all vehicles used by the Amenity Manager with respect to the operation of the Amenities, whether non-owned or hired, with a combined single limit of \$1,000,000
- g. Professional liability insurance with limits of no less than \$1,000,000
- h. Employment practices liability insurance with limits of no less than \$1,000,000
- i. Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$1,000,000

Insurance obtained by Amenity Manager shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. With the exception of Workers Compensation and Professional Liability Insurance, all such insurance shall be on an occurrence basis, and the District, and the Board Supervisors, staff, employees, representatives, and assigns, as well as the HOAs, and the HOAs' Directors, staff, employees, representatives, and assigns, shall be listed as additional insureds on all such policies. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District and HOAs. An insurance certificate evidencing compliance with this paragraph shall be sent to the District and HOAs prior to the commencement of any performance under this Agreement. The monetary limits and types of coverages set forth herein shall not be construed as a limit of the Amenity Manager's liability.

16. Indemnification.

- a. 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 and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- b. Amenity Manager will indemnify, save and hold the District, and its supervisors, managers, lawyers, Amenity Managers, staff, employees, representatives and assigns ("**District Indemnitees**") and the HOAs, and their officers, directors, managers, lawyers, Amenity Managers, staff, employees, representatives, and assigns ("**HOA Indemnitees**") harmless, and shall defend the District Indemnitees and HOA Indemnitees, from all loss, damage or injury, including all judgments, liens, liabilities, debts, penalties, fines, obligations or harm of any kind resulting in whole or in part from the negligent or willful acts or omissions of Amenity Manager's officers, directors, agents, subcontractors, assigns or employees.
- c. To the extent permitted by law, but without waiving any sovereign immunity protections, the District will indemnify, save and hold the Amenity Manager, and its officers, directors, managers, lawyers, Amenity Managers, staff, employees, representatives and assigns ("**Amenity Manager Indemnitees**") and HOA Indemnitees harmless, and shall defend the Amenity Manager Indemnitees and HOA Indemnitees, from all loss, damage or injury, including all judgments, liens, liabilities, debts, penalties, fines, obligations or harm of any kind resulting in whole or in part from the negligent or willful acts or omissions of District's supervisors, staff, agents, or employees.
- d. The HOA will indemnify, save and hold the District Indemnitees and Amenity Manager Indemnitees harmless, and shall defend the District Indemnitees and Amenity Manager Indemnitees, from all loss, damage or injury, including all judgments, liens, liabilities, debts, penalties, fines, obligations or harm of any kind resulting in whole or in part from the negligent or willful acts or omissions of HOA's officers, directors, agents, subcontractors, assigns or employees.
- e. Nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.
- f. For purposes of this section, "acts or omissions" on the part of the Amenity Manager's officers, directors, agents, assigns or employees includes, but is not limited to, the operation and management of the Amenities in a manner that

would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Amenities, unless such permit, license, certification, consent, or other approval is first obtained or the District's Board has expressly directed the Amenity Manager in writing not to obtain such permit license, certification, consent, or other approval.

- g. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the parties shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this section shall survive the termination or expiration of this Agreement.

17. **Non-Solicitation.** The District agrees that during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement, whether on account of default, permitted election to terminate or otherwise, the District will not solicit for hire any "**Protected Person.**" A Protected Person shall mean an individual employed by the Amenity Manager or assigned to providing the Services to the District, including without limitation, the Amenity Manager and associated staff, corporate representatives of the Amenity Manager, and other Amenity Manager employees who supervise the operation of the District and any company, partnership, corporation or other entity formed, managed, operated, owned (in whole or in part) or controlled by such individual.

IX. TERMINATION OR DEFAULT OF THE AGREEMENT

18. **Termination at Will.** Any party may terminate this Agreement with cause immediately upon written notice, or without cause upon thirty (30) days prior written notice. The Amenity Manager will continue to receive compensation for services performed through the date of termination, consistent with the terms of this Agreement, but subject to any setoffs to which the terminating party may be entitled, as its sole means of recovery hereunder. The Amenity Manager shall not be entitled to any other damages of any kind, including but not limited to consequential damages or lost profits. The HOAs shall not be entitled to any damages of any kind as a result of the breach or termination of this Agreement by the District.

19. **Transition.** Upon termination of this Agreement, the Amenity Manager shall, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

- a. deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the Amenities, and such other accountings, papers, and records as the District shall request and are in the Amenity Manager's possession or under the Amenity Manager's reasonable direct control pertaining to the Amenities;
- b. vacate any portion of the Amenities then accessed by the Amenity Manager as a consequence of this Agreement; and
- c. furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the Amenity Manager's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, the Amenity Manager shall deliver to

the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

20. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance.

21. **Interference by Third Party.** Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

22. **Remedies Cumulative.** The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

X. GENERAL TERMS AND CONDITIONS

23. **Care of the Property.** This Agreement grants to the Amenity Manager access to the Amenities for the purposes described in this Agreement. The Amenity Manager shall (a) use all due care to protect the property of the District from damage; (b) promptly repair any damage or harm resulting from the Amenity Manager's activities and work; and (c) promptly provide a full written report as to all accidents or claims for damage occurring to the Amenities, including any damage or destruction of the property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

24. **Public Records.** The Amenity Manager agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Amenity Manager agrees to comply with all applicable provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, to the extent applicable, the terms of which are incorporated herein. Among other requirements, Amenity Manager must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from 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.
- c. 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 Amenity Manager does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Amenity Manager or keep and maintain public records required by the District to perform the service. If the Amenity Manager transfers all public records to the District upon completion of this Agreement, the Amenity Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Amenity Manager keeps and maintains public records upon completion of the Agreement, the Amenity Manager 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.

IF THE AMENITY MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AMENITY MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**WRATHELL, HUNT AND ASSOCIATES, LLC. 2300 GLADES ROAD #410W
BOCA RATON, FL 33431 TELEPHONE: (877) 276-0889
EMAIL: WRATHELLC@WHHASSOCIATES.COM**

25. **Ownership of Books and Records.** The parties agree and acknowledge that any and all agreements, notes, or other documents relating to the management of the Amenities are the property of the District. Amenity Manager shall promptly upon request furnish District with all documents and records relating to the management of the Amenities.

26. **Audits.** In connection with the annual audit of the District's financial affairs, the Amenity Manager shall cooperate in good faith to provide access to all books and records of the Amenity Manager relating to the provision of the Services and necessary to the audit for review by the District's internal or independent auditors. In addition, thereto, the Amenity Manager shall provide access to such books and records to a District representative at any time, and such records shall be made available to the District's offices in Florida.

27. **Sovereign Immunity.** Nothing herein shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to 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 the Doctrine of Sovereign Immunity or by operation of law.

28. **Compliance with Laws.** Amenity Manager shall perform its duties and obligations in a diligent, careful and professional manner and shall take all action to comply in all material respects with applicable laws, ordinances, rules, regulations, permits, licenses, certifications, consents, approvals, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and offices, or any other body exercising functions similar to those of any of the foregoing which may be applicable to the Amenities. Without limiting the generality of the foregoing, Amenity Manager shall not operate and manage the Amenities in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Amenities, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly instructed the Amenity Manager to do so in writing. Unless the District has expressly instructed the Amenity Manager otherwise, the Amenity Manager shall promptly notify the District in writing of any and all orders or requirements affecting the Amenities placed thereon by any governmental authority having jurisdiction within twenty four (24) hours of obtaining actual notice thereof, and shall take such action as necessary to comply promptly with any and all such orders or regulations. The Amenity Manager shall also prepare for execution and filing by the Board any forms or reports which may be required by law in connection with the ownership, maintenance and operation of the Amenities.

29. **Adherence to District Rules and Policies.** The Amenity Manager and its personnel shall be familiar with, and comply with, all District rules and policies, and further shall ensure that all persons using the Amenities are informed with respect to the rules and policies and ensure that said persons conform therewith. The Amenity Manager has the authority to have patrons, guests, and others who are failing to comply with District rules and policies removed from the Amenities only to the extent such authorization is set forth in the District's rules and policies and only to the extent the Amenity Manager acts in a manner consistent with the District's rules and policies. Such incidents shall be reported promptly to the District.

30. **Independent Contractor.** In all matters relating to this Agreement, the Amenity Manager shall be acting as an independent contractor. Neither the Amenity Manager nor any individual employed or used by the Amenity Manager in connection with the provision of the Services are employees of the District under the meaning or application of any federal or state laws. The Amenity Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to its employees in the performance of this Agreement. The Amenity Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, and the Amenity Manager shall have no authority to represent as agent, employee, or in any other capacity, the District unless otherwise set forth differently in this Agreement.

31. **No Joint Venture.** The Amenity Manager shall not be deemed to be a partner, or joint venturer, with the District.

32. **Employment Verification.** The Amenity Manager agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, as may be amended, of all persons it employs in the performance of this Agreement.

33. **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. The parties agree that venue shall be in Charlotte County, Florida.

34. **Attorney's Fees and Costs.** In the event that either of the parties is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs.

35. **Entire Agreement.** This instrument, together with the documents that are required to be created under this instrument, shall constitute the final and complete expression of this Agreement among the parties relating to the subject matter of this Agreement.

36. **Arm's Length Negotiation.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The 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, the parties are deemed to have drafted, chosen, and selected the language and any doubtful language will not be interpreted nor construed against any party.

37. **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 all parties.

38. **Assignment.** No party may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other party. Any attempted assignment without first obtaining the other party's written consent shall be void.

39. **Subcontractors.** The District understands that the Amenity Manager may subcontract with subcontractors from time to time and in connection with provision of the Services hereunder. Notwithstanding anything to the contrary herein, the Amenity Manager shall be responsible for all acts or omissions of any subcontractor retained by the Amenity Manager pursuant to the terms of the Agreement, to the same extent as the Amenity Manager is responsible for its own acts or omissions. In the event that the Amenity Manager desires to subcontract for community programming activities, the Amenity Manager shall ensure that a contract, in the form attached hereto as **Attachment D**, is executed and in force between the Amenity Manager and any subcontractor. Further, the District reserves the right to require the Amenity Manager to replace any subcontractor for cause, provided however that the District first provides the Amenity Manager with a reasonable opportunity to cure (not to exceed 30 days).

40. **Successors.** Except as otherwise provided herein, 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.

41. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and no right or any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended nor shall be construed to confer upon any person or legal entity other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

42. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of each of the parties, each of the parties has complied with all the requirements of law, and each of the parties has full power and authority to comply with the terms and provisions of this Agreement.

43. **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.

44. **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.

45. **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.

XI. NOTICES

46. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, at the addresses first set forth above. 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 any of the parties may deliver Notice on behalf of the party counsel represents. Any party or other person to whom Notices are to be sent or copied may notify the other party 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 party and addressees set forth herein.

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IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the date first written above.

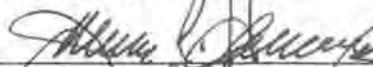
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By: 
Print: JAMES P. HARTY
Its: Chairman

EVERGREEN LIFESTYLES MANAGEMENT, LLC

By: 
Print: Kraig Carmickle
Its: CEO

BEAUMONT HOMEOWNERS' ASSOCIATION, INC.

By: 
Print: JAMES P. HARTY
Its: PRESIDENT

BEAUMONT TOWNHOME OWNERS' ASSOCIATION, INC.

By: 
Print: JAMES P. HARTY
Its: PRESIDENT

- Attachment A-1: Scope of Services – CDD
- Attachment A-2: Scope of Services - HOAs
- Attachment B: Compensation & Reimbursement
- Attachment C: Agreement Regarding Revenue Collection & Petty Cash
- Attachment D: Subcontractor Form for Program Providers

ATTACHMENT A-1 – SCOPE OF SERVICES

The Amenity Manager shall perform all normal duties associated with managing and maintaining community amenities in order to ensure the smooth operation of the Amenities and to help promote the safe enjoyment of the District's Amenities. In particular, the Amenity Manager shall provide an on-site Field/Amenity Operation Manager ("**Operations Manager**") who will provide the following duties, and for 20 hours per week:

- Weekly inspection of single family & multifamily amenity centers
- Oversee contracted services for the District's facilities, including, e.g., pool cleaning services, fitness equipment maintenance contractor, landscape contractor, lake contractor, etc.
- Weekly Landscape and Irrigation Inspections
- Bi-weekly Landscape Walk Through with Landscape & Irrigation Maintenance Supervisor
- Weekly Fountain Inspections
- Monthly Meetings with Fountain Maintenance Vendor
- Weekly Fountain & Entrance Lighting Checks
- Monthly Street & Street Sign Inspections
- Monthly Reporting of District Needs Related to Landscaping, Lighting, Fountain, and Monument Repairs
- Manager will review and sign off on CDD operational invoices
- Recommend and implement (where applicable) on an ongoing basis, capital equipment replacements, additions and operational improvements
- Recommend, and prepare if requested, up-to-date rules and policies for the Amenities, and make suggestions for new or revised rules for the Amenities when appropriate
- Maintain an inventory of, and order and stock when necessary, supplies and equipment for the operation of the Amenities
- Assist the District in developing its annual operations & maintenance budget
- Plan monthly Lifestyle Events approved by the CDD
- Attendance at Monthly CDD meetings
- Attendance at all Developer (When Attendance is Requested)
- Facilitating and Assisting in Requests for Proposals for Maintenance Related Projects
- Responding & Addressing all Homeowner & Client Requests, Concerns & Questions via our 24-7 Customer Care Team
- Documenting, Reporting, & Working with Local Law Enforcement and First Responders on all Accidents and/or Vandalism to Occur on CDD Properly
- Develop and implement, in consultation with, and to the satisfaction of, the District, an emergency action plan setting forth a policy for the Amenities designed to protect staff and authorized patrons from serious injury, property loss, or loss of life, in the event of an actual or potential major disaster
- In the event of forecasted inclement weather, secure outdoor furniture to help prevent loss of damage

Swim Amenities – The District's swimming pools and related aquatic facilities (together, "**Swim**

Amenities") are "swim at your own risk," unattended facilities. That said, the Amenity Manager shall ensure that the District's operation and maintenance of the Swim Amenities are in compliance with all requirements of applicable law, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s).

ATTACHMENT A-2 – HOA SCOPE OF SERVICES

In addition to providing certain of the Services outlined in **Attachment A-1**, the District acknowledges that the Operations Manager will also serve as the manager for the HOAs and shall provide certain services for the HOAs, including but not limited to:

- Violation inspections and the issuance of subsequent violation notices to residents.
- Oversee the ARC process, gathering the proper information from the residents and putting together the ARC applications for the committee's review.
- Preparation of Annual HOA Budgets.
- Conduct the HOA Annual and Budget Meetings.

The Amenity Manager represents that no more than 20% of the Operations Manager's time (i.e., no more than 16 hours of the 80 hours per month in which the Operations Manager will be on-site) will be spent on HOA Services.

ATTACHMENT B – COMPENSATION

For the services described in the Amenities Management Agreement, the Amenity Manager shall receive compensation as set forth below:

I. INVOICE

The Amenity Manager shall invoice monthly for its Services, and the District shall pay such invoices within thirty days of receipt and in a manner consistent with Florida's Prompt Payment Act, Sections 218.70 through 218.80 of the *Florida Statutes*.

II. STAFFING AND FEES

Staffing and Fees. The District shall pay the Amenity Manager \$1,200.00 per month, which represents the amount for the Operations Manager. Note that the Operations Manager will actually be on-site 80 hours per month, but 16 hours of his/her time will be spent on HOA Services, for which the HOA will separately compensate the Amenity Manager in the amount of \$750 per month (pursuant to a separate agreement between the HOAs and Amenity Manager).

Pre-approval required. The District shall pre-approve the Amenity Manager's use of any staff or other individuals employed by the Amenity Manager for the purpose of providing services under this Agreement.

Independent Contractor. Consistent with the terms of the Agreement, the Operations Manager, and any other staff retained by the Amenity Manager to provide services at the Amenities in accordance with this Agreement, shall be the employees of the Amenity Manager, and, the Amenity Manager, and its employees, shall be deemed independent contractors of the District.

III. AFTER-HOURS EMERGENCY SERVICES

The Amenity Manager reserves the right to charge a fee for after-hours emergency services, on an hourly fee basis. Such fee shall be according to the following schedule: \$30 per hour with a two-hour minimum for after-hours calls, and \$45 per hour with a two-hour minimum for after-hours calls on holidays.

ATTACHMENT C

AGREEMENT REGARDING REVENUE COLLECTION & PETTY CASH

As the Operations Manager for the Beaumont Community Development District ("**District**"), and pursuant to the Amenities Management Agreement ("**Agreement**") between the District and Evergreen Lifestyles Management, LLC ("**Amenity Manager**") dated May 1, 2020, I, _____, understand that I am authorized to collect amenities revenue on behalf of the District, and to use the Petty Cash Account and/or Petty Cash Credit Card, as defined in the Agreement, to make purchases as set forth in the Agreement. In this respect, I will adhere to the following:

- **Compliance with Agreement, Rules & Policies.** I agree to abide by all of the terms of the Agreement, and the District's rules and policies, all as may be amended from time to time. I further agree to abide by the policies of the bank where the Petty Cash Account is held and/or from which the Petty Cash Credit Card is issued. I understand all such terms, rules, and policies.
- **Collection of Revenues.** I understand that I may collect checks and/or cash for amenities revenues on behalf of the District and in the course of my duties as Operations Manager. I agree to keep an accounting of all such checks and/or cash and to promptly remit such monies to the Amenity Manager. I shall not deposit any such monies in the Petty Cash Account.
- **Authorized Expenditures Only.** I agree to use the Petty Cash Credit Card and/or Petty Cash Account for approved District expenditures only, as set forth in the Agreement, and not personal or HOA expenses. I further agree not to use the Petty Cash Credit Card to obtain cash advances of any kind, whether from banks, credit unions, automatic tellers, or other means. I understand that, in all cases of misuse, the District reserves the right to recover any monies and other damages from me.
- **Security.** I agree to maintain the security of any checks and/or cash received by me on behalf of the District. I further agree to maintain the security of the Petty Cash Account and/or Petty Cash Credit Card at all times in order to prevent the account and/or credit card from being used for fraudulent or corrupt purposes, and to account for all expenditures with appropriate receipts.
- **Accounting.**
 - I understand that the Petty Cash Account and/or Petty Cash Credit Card will be funded only up to One Thousand Dollars at any given time, and that, for the account to be replenished, I must submit appropriate receipts to the District pursuant to the terms of the Agreement.
 - I understand that unaccounted for monies received by me, or unaccounted for or unapproved expenditures, are my responsibility, and that I may be liable for them at the discretion of the District.
 - In the event of lost monies, lost receipts, or loss of the Petty Cash Credit Card, I will notify the District immediately.
 - I agree that any cash shortage will be my responsibility and I will pay back that amount immediately.
- **Termination of Employment.** Upon termination of my position as Operations Manager, I agree to submit all cash and receipts, and the Petty Cash Credit Card, within 24 hours of my last day of work.

Operations Manager Signature: _____ Date: _____

ATTACHMENT D

SUBCONTRACT AGREEMENT FOR PROGRAM SERVICES

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20____,
by and between:

Evergreen Lifestyles Management, LLC, a Florida limited liability company, whose address is 10401 Deerwood Park Boulevard, Suite 2130, Jacksonville, Florida 32256 (**"Amenity Manager"**); and

_____, a _____, whose address is _____ (**"Contractor"**).

RECITALS

WHEREAS, under contract with the Beaumont Community Development District (**"District"**), the Amenity Manager operates a community amenity center for the benefit of the community and the public; and

WHEREAS, the Amenity Manager desires to enter into a subcontract agreement with Contractor whereby Contractor will provide the following lessons, activities or programs (**"Services"**): _____; and

WHEREAS, Contractor represents that Contractor is qualified to provide the Services and desires to enter into an agreement with the Amenity Manager to do so in accordance with the terms and specifications in this Agreement.

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

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. **Duties.** The scope of Services, and schedule for the Services, are as set forth in **Exhibit A**. Contractor shall:
 - a. Coordinate Services directly with Amenity Manager's representative, or his or her designee;
 - b. Ensure that only District Patrons and Guests, within the meaning of the District rules and policies, as amended from time to time, participate in the lessons, activities or programs offered as part of the Services;
 - c. Shall abide by the District rules and policies, as amended from time to time, and shall notify the Amenity Manager in the event that any Patron, Guest or other person fails to abide by the District rules and policies;

- d. Maintain the area where the area where the Services are provided during Contractor's use of the amenities, including, but not limited to, ensuring cleanliness and debris-free condition;
- e. Be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are performed; and
- f. Maintain all necessary licenses, permits and other authority to provide such Services.

The Contractor agrees that it has obtained, read and understood the District's rules and policies, as amended from time to time. Among other provisions, the Contractor recognizes that all persons participating in lessons, activities or programs offered by the Contractor must be District residents, individuals who have paid the District's annual user fees, or guests of the foregoing.

3. **Care of Property.** Contractor agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in its lessons, activities or programs to do the same. The Contractor agrees that it shall assume responsibility for any and all damage to the District's facility or lands as a result of Contractor's use under this Agreement which may be attributable to events other than ordinary wear and tear. In the event that any damage to the District's facility or lands occurs, the Contractor shall promptly notify the Amenity Manager. The Contractor agrees that the Amenity Manager may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Contractor agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the Amenity Manager and/or District reflecting the cost of the repairs made under this section.

4. **Use of Amenities.** Contractor understands and agrees that, at the Amenity Manager's option, the Contractor may not have exclusive use of the amenity area where the lesson, activity or program is being provided by the Contractor, and instead may have access to only an area designated by the Amenity Manager. Contractor shall be responsible for ensuring that its lesson, activity or program sizes do not exceed the capacity of the amenities, and shall timely provide class size information to the Amenity Manager to assist with this determination. Further, the District, through the Amenity Manager, reserves the right to cancel any lesson, activity or program with no or limited notice to Contractor and for any or no reason.

5. **Professional Judgment.** Contractor represents that it is qualified to provide the Services and has all applicable licenses, certifications and other regulatory approvals or qualifications, consistent with industry standards. For those offering swim instruction, Contractor further represents that Contractor has the certification(s) as provided in s. 514.071, *Florida Statutes* and other applicable law. Contractor shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in providing the Services, including taking precautions for the safety of the attendees and others at the amenities. All minors participating in any lessons, activities or programs shall only be with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any participant or other person while using District facilities. All such participants shall execute the District's form waiver agreement, and the Contractor shall be responsible for ensuring that participants have executed the form.

6. **Compensation.** The compensation for the Services is as set forth in **Exhibit A**. Collection of the fees for the Services is as described in **Exhibit A**. Contractor agrees to keep accurate records of the Services it provides, including the number of attendees, as well as any fees collected (if any), and the Amenity Manager and/or District may audit such records at any time.

7. **Term.** Unless terminated pursuant to the terms of this Agreement, this Agreement shall commence upon the date first written above, shall continue through September 30, 20__ and shall automatically renew for one year periods ending September 30 of each year.

8. **Insurance.** Contractor agrees to obtain insurance acceptable to the District and Amenity Manager and in the amounts set forth in **Exhibit B**. The District, and its Supervisors, Staff (including District Manager, District Counsel, Amenity Manager, etc.), contractors, agents, and representatives shall be named as additional insureds on certain of the policies, as shown on **Exhibit B**. The Contractor shall furnish the Amenity Manager and District with the Certificate of Insurance (and any endorsements) evidencing compliance with the insurance requirements set forth herein. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the Amenity Manager. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

9. **Indemnification.** Contractor agrees to defend, indemnify and hold harmless the District and its Supervisors, Staff (including District Manager, District Counsel, etc.), Beaumont Homeowners' Association, Inc., Beaumont Townhome Owners' Association, Inc., Amenity Manager, contractors, agents, and representatives from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, including, but not limited to, all employees, agents and representatives of the Contractor, attendees, and persons traveling to or from the lessons, activities or programs offered by Contractor, and for any injuries, death, theft, real or personal property damage or loss of any nature, and any other claim of any type or nature, arising out of, or in connection with, the Services or Contractor's use of the amenities in connection with this Agreement, including the costs of litigation or any appellate proceedings with respect thereto.

10. **Independent Contractor.** The Contractor shall serve as an independent contractor of the Amenity Manager.

11. **Taxes.** The Contractor is responsible for paying income tax and self-employment tax, and the Amenity Manager will not withhold taxes from any compensation paid hereunder. Amenity Manager and District shall not be obligated to pay, and shall be immediately reimbursed by Contractor if Amenity Manager or District does pay, any taxes, including penalties or interest charges, levied or assessed by reason of any failure of Contractor to comply with the Agreement, applicable laws or governmental regulations, and Contractor's defense, indemnification and hold harmless obligations set forth in paragraph 9 above extend to, among other things (and without intending to limit paragraph 9 in any way), the payment of any and all such taxes, penalties and interest.

12. **Sovereign Immunity.** Contractor further agrees that nothing in the agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

13. **Enforcement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

14. **Third Party Rights.** The District shall have third party rights to enforce the provisions of this Agreement.

15. **Amendments.** 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 to this Agreement.

16. **Controlling Law.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

17. **Assignment.** Neither the Amenity Manager nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

18. **Merger.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

19. **Public Records.** All records relating to this Agreement may be public records, and the Contractor agrees to comply with Florida law governing public records, including by responding to requests from the District and/or Amenity Manager for such records.

20. **Notices.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Contractor:

If to Amenity Manager:

Evergreen Lifestyles Management, LLC
2100 S. Hiawassee Road
Orlando, Florida 32835
Attn: _____

If to District:

Beaumont Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

Hopping Green & Sams P.A.
119 S. Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: District Counsel

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 each of the parties may deliver Notice on behalf of the party counsel represents. Any party or other person to whom Notices are to be sent or copied may notify the other party 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 party and addressees set forth herein.

21. **Termination.** This Agreement may be terminated immediately by the Amenity Manager for cause, or upon 30 days written notice by either party for any or no reason. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the Amenity Manager, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

**EVERGREEN LIFESTYLES
MANAGEMENT, LLC**

_____	By: _____
[Print Name of Witness]	_____

_____	By: _____
[Print Name of Witness]	_____

ACKNOWLEDGED BY:

**BEAUMONT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: District Manager

- Exhibit A:** Scope, Schedule & Compensation
- Exhibit B:** Insurance Certificate (with Endorsements)

Exhibit A
Scope, Schedule & Compensation

Services & Compensation. The Contractor shall provide the following type of Services, with the compensation as follows:

	Lesson, Activity or Program	Permitted Fee to Patrons	Contractor Compensation
	Fitness Class (_____)		
	Yoga		
	Tennis Lesson		
	Swimming Lesson		

Collection of Fees. Collection of fees from Patrons shall be done as follows:

_____ Contractor shall directly collect any and all fees from Patrons, and remit any amounts above Contractor's compensation to the Amenity Manager; OR

_____ Patrons shall make payment directly to the Amenity Manager or through a third party service (e.g., Pay Pal).

Schedule. The Contractor shall provide the Services on ___ an as needed basis at the request of the Amenity Manager OR ___ on the following schedule:

Agreed to by Contractor: _____ (Initials)

Agreed to by Amenity Manager: _____ (Initials)

Date: _____

Exhibit B
Insurance Certificate (with Endorsements)

Amounts:

___ General Liability	\$ _____
___ Professional Liability	\$ _____
___ Other	\$ _____
___ Other	\$ _____

The Beaumont Community Development District, and its Supervisors, Staff (including District Manager, District Counsel, Amenity Manager, etc.), contractors, agents, and representatives shall be named as additional insureds on the General Liability policy and _____ polic(ies) identified above.

[NOTE TO AMENITY MANAGER: ATTACH INSURANCE CERTIFICATE AND ENDORSEMENTS]



Wrathell, Hunt and Associates, LLC

**AGREEMENT FOR MANAGEMENT SERVICES
between
HAMAL COMMUNITY DEVELOPMENT DISTRICT
and
WRATHELL, HUNT & ASSOCIATES, LLC**

THIS AGREEMENT FOR MANAGEMENT SERVICES (this "Agreement"), is made and entered into on this **22nd** day of **May, 2019**, by and between the **HAMAL Community Development District**, hereinafter referred to as "DISTRICT", and the firm of *Wrathell, Hunt & Associates, LLC*, a Florida limited liability company, hereinafter referred to as "MANAGER".

WITNESSETH:

WHEREAS, the DISTRICT desires to retain the MANAGER to provide non-exclusive management, recording, assessment methodology and accounting advisory services for the DISTRICT, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to provide such services to the DISTRICT as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The DISTRICT hereby engages the MANAGER to provide the services more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Services").
2. The DISTRICT agrees to compensate the MANAGER by payment of the fees (collectively, the "Fees") set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Fee Schedule"). The Fees, except as otherwise provided on the Fee Schedule, shall be payable in equal monthly installments on the first day of each month. The DISTRICT will consider price adjustments at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and each succeeding twelve (12)-month period thereafter to compensate for market conditions and the anticipated type and scope of the Services to be performed during the next twelve (12)-month period. Accordingly, the Fees and the Fee Schedule shall be deemed increased at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and thereafter annually at the end of each succeeding fiscal year to the extent approved in the annual budget adopted by the Board of Supervisors of the DISTRICT (the "Board"). In no



Wrathell, Hunt and Associates, LLC

event shall the Fees be increased to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

3. This Agreement shall become effective on the date set forth above and the term of this Agreement shall commence on such date and continue until this Agreement is terminated pursuant to the terms of this Section 3. This Agreement may be terminated as follows:
 - a) by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the MANAGER, or failure of the MANAGER to perform the Services as required under this Agreement, if such misfeasance, malfeasance, nonfeasance or failure to perform the Services as required under this Agreement has not been cured within ten (10) business days after the DISTRICT has provided notice of same to the MANAGER (the "Cure Period"), upon providing ten (10) business days prior written notice to the MANAGER (which period shall not begin to run until the expiration of the Cure Period);
 - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
 - c) by either party, for any reason, by providing sixty (60) days prior written notice to the other party.

Upon the termination of this Agreement, the MANAGER agrees to take all reasonable and necessary actions to transfer to the DISTRICT, or to such other party as directed by the DISTRICT, all the books and records of the DISTRICT in the MANAGER'S possession in an orderly fashion. The portion of the Fees and any other amounts due and owing to the MANAGER under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement. The DISTRICT'S obligation to make payment to the MANAGER of the portion of the Fees and any other amounts due and owing to MANAGER under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

4. The MANAGER shall devote such time as is reasonably necessary to perform the Services.
5. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such interest shall be employed by the MANAGER to perform the Services or any portion thereof.
6. The MANAGER shall promptly notify the DISTRICT in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, identify the nature of work that the MANAGER may undertake, if applicable, and request an opinion of the DISTRICT as to whether the



Wrathell, Hunt and Associates, LLC

association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion within thirty (30) days of receipt of any notification by the MANAGER pursuant to this Section 6. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the DISTRICT by the MANAGER under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The MANAGER shall be free to perform services similar to the type of services offered to the DISTRICT as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the MANAGER from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.

7. The MANAGER agrees that all Services shall be performed by skilled and competent personnel.
8. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER in connection with the Services.
9. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the county where the DISTRICT is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section 9 shall survive the termination of this Agreement.



Wrathell, Hunt and Associates, LLC

10. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith, including without limitation at all trial levels and appellate levels and in post-judgment proceedings. The provisions of this Section 10 shall survive the termination of this Agreement.

11. All notices required in this Agreement shall be sent by either certified mail, return receipt requested with postage prepaid, hand-delivered, or sent by overnight express carrier with next business day delivery guaranteed, addressed to the following addresses, or such other address as either party shall specify hereinafter in written notice to the other party:

If to the Manager: Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

If to the DISTRICT: _____ Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

with a copy to: Counsel to the DISTRICT:
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Any such notice sent as referenced above shall be deemed received on the third (3rd) business day following the day sent, if sent by certified mail with postage prepaid, when delivered if hand-delivered, or on the next business day following the day sent, if sent by overnight express courier with next business day delivery guaranteed.

12. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties, with respect thereto. This Agreement, or any provision contained herein, may not be amended unless such amendment is set forth in a writing signed by the parties hereto.

13. Neither party to this Agreement will be liable to the other for any failure or delay in performing any of its obligations under or pursuant to this Agreement, other than the payment of money, if such failure or delay is due to any (i) strike(s), lockout(s), or labor dispute(s), (ii) inability to obtain labor or materials, or reasonable substitutes therefor, or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, wars, national emergencies, natural disasters, fire, or other casualty, utility failures or other cause (including, with respect to the MANAGER, the failure of the DISTRICT to have adequate funds required for performance of the Services) beyond the reasonable control of such applicable party, and such applicable party



Wrathell, Hunt and Associates, LLC

will be entitled to a reasonable extension of the time for performing such obligations as a result of such cause. The terms of this Section 13 shall survive the termination of this Agreement.

14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
15. The MANAGER shall not be liable for any acts or omissions of any previous manager(s) of the DISTRICT. Additionally, neither the MANAGER nor any its members, managers, managing members, officers, employees, agents or representatives (collectively, the "Manager Affiliates") shall be liable, responsible, or accountable in damages or otherwise to the DISTRICT for any acts performed by the MANAGER or the Manager Affiliates in good faith and within the scope of this Agreement. The MANAGER or any of the Manager Affiliates cannot provide financial or real estate feasibility forecasting related to the DISTRICT'S ability to repay its indebtedness such as bonds, bond anticipation notes, notes or any other forms of indebtedness. The success of the real estate venture(s) located within the DISTRICT is in no way guaranteed by MANAGER nor any of the Manager Affiliates. Neither the MANAGER nor any of the Manager Affiliates shall be liable to the DISTRICT or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the DISTRICT or otherwise titled in the name of the DISTRICT (collectively, the "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the DISTRICT which is delivered to the MANAGER and deposited into any of the District Bank Accounts. The terms of this Section 15 shall survive the termination of this Agreement.
16. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a partnership or joint venture between the MANAGER and the DISTRICT or to cause the MANAGER to be responsible in any way for the debts or obligations of the DISTRICT. The terms of this Section 16 shall survive the termination of this Agreement.
17. This Agreement may be executed in counterparts, both of which, together, shall constitute one and the same agreement.



Wrathell, Hunt and Associates, LLC

18. **THE MANAGER AND THE DISTRICT EACH HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. THE TERMS OF THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

19. Wrathell, Hunt and Associates, LLC, does not represent the District as a Municipal Advisor or Securities Broker; nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC, does not provide the District with financial advisory services or offer investment advice in any form.

[SIGNATURES APPEAR ON FOLLOWING PAGES]



Wrathell, Hunt and Associates, LLC

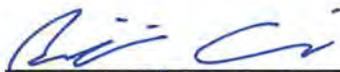
IN WITNESS WHEREOF, the Board of Supervisors of the **HAMAL Community Development District** has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals effective as of the date and year first above written.

Signed in the presence of

BOARD OF SUPERVISORS:

HAMAL COMMUNITY DEVELOPMENT DISTRICT

Witnesses:


Print Name: Benjamin Cunningham

By: 
Print Name Steven Pincus
Chairman/Vice Chairman


Print Name: IONE SENIOR

MANAGER:

WRATHELL, HUNT & ASSOCIATES, LLC


Print Name: April Dodson

By: 
Craig A. Wrathell, President & Partner


Print Name: STEPHANIE SCHACKMAN



EXHIBIT A - SERVICES

Wrathell, Hunt & Associates, LLC will perform all required Management functions of the **HAMAL Community Development District** (the "District"), which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors of the District (the "Board") and provide the Board with meaningful dialogue of the issues before the Board for action
- Identify significant policies, including analysis of policy implementation with administrative and impact statement and effect on the District
- Develop and train members of the Board in the requirements of Florida Laws with including with respect to, but not limited to, public officers and employees, and the conduct of District business
- Prepare District's Budget as more fully outlined below
- Implement Budget directives
- Prepare specifications for and coordinate for the following services:
 - Insurance, including General Liability along with Directors and Officers Liability
 - Independent Auditor Services
 - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District is located:
 - Public Facilities Report
 - Designation of Registered Office and Registered Agent
 - Public Meeting Schedule
 - Audited Financial Statements (assist with the preparation of same)
- Ensure compliance with the following Florida Statutes:



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- Annual Financial Audit
- Annual Financial Report
- Public Depositor Report
- Proposed Budget
- District Map and Amendments
- Public Facilities Report
- Registered Agent and Registered Office
- Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and *Wrathell, Hunt & Associates, LLC* will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District
- Provide Oath of Office and notary public for all newly elected members of the Board
- Coordinate and provide contract administration for any services provided to the District by outside vendors:
 - Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
 - Ensure that contract specifications are met
 - Interface with residents and contractors to ensure that anticipated service levels are being provided
 - Prepare contract amendments and change orders as necessary
 - Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
 - Hire and train a highly qualified staff
 - Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner



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- Prepare and implement operating schedules
- Prepare and implement operating policies
- Interface with residents to ensure anticipated levels of service are being met
- Implement internal purchasing policies
- Prepare and bid services and commodities as necessary
- Coordinate with the residents to determine the services and levels of service to be provided as part of the District's budget preparations:
 - Identify new services
 - Identify expanded areas of existing services
 - Identify new levels of service
 - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)

Recording Services

Wrathell, Hunt & Associates, LLC will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located
- Record and transcribe all meetings of the Board including regular meetings, special meetings, workshops and public hearing(s). The recording and verbatim transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by *Wrathell, Hunt & Associates, LLC* in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.



Wrathell, Hunt and Associates, LLC

- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District
- Maintain District Seal
- Satisfy public records requests in a timely, professional and efficient manner
- Prepare and coordinate applications for:
 - Federal I.D. Number
 - Tax Exemption Certificate
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes

Accounting Services

Wrathell, Hunt & Associates, LLC will perform all required accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by the Board at the District's advertised public hearing
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent



Wrathell, Hunt and Associates, LLC

- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Adhere to investment policies and procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for units of local government and distribute to the State Comptroller
- Prepare Public Depositor's Report and distribute to the State Treasurer
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies
- Administer purchase order system, periodic payment of invoices
- Coordination of tax collection and miscellaneous receivables
- Prepare all required schedules for year end audit:
 - Prepare schedule of bank reconciliations
 - Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
 - Prepare analysis of accounts receivable
 - Prepare schedule of interfund accounts
 - Prepare schedule of payables from the governments
 - Prepare schedule of all prepaid expenses
 - Prepare debt confirmation schedules
 - Prepare schedule of accounts payable
 - Prepare schedule of changes in fund balances
 - Prepare schedule of assessment revenue compared to budget
 - Prepare schedule of interest income and provide reasonableness test



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- Prepare schedule of investments and accrued interest
- Prepare analysis of all other revenue
- Prepare analysis of interest expenses and calculate accrued interest expense at year end
- Prepare schedule of operating transfers
- Prepare schedule of cash receipts and cash disbursements
- Prepare analysis of cost of development and construction in progress
- Prepare analysis of reserves for encumbrances
- Prepare analysis of retainages payable
- Prepare amortization and depreciation schedules
- Prepare general fixed asset and general long-term debt account groups
- Perform general fixed asset accounting
- Account for assets constructed by or donated to the District for maintenance
- Prepare inventories of District property in accordance with the rules of the Auditor General

Special Assessment Methodology Preparation Services

Wrathell, Hunt & Associates, LLC will perform all required special assessment methodology functions of the District, which will include but not be limited to the following:

- Review the District's capital improvement program
- Determine the types of special and general benefits of proposed investments
- Determine which properties within the boundaries of the Districts receive special benefits and which properties receive general benefits
- Determine a fair and reasonable apportionment of the special and peculiar benefits of the District-financed improvements among the properties deriving such benefits
- Based on the determination and apportionment of special and peculiar benefit, calculate a fair and reasonable apportionment of the responsibility to pay the non-



Wrathell, Hunt and Associates, LLC

ad valorem special assessments resulting from funding of the District's capital improvement plan

- Prepare a Special Assessment Methodology Report for consideration by the Board of the District
- Prepare an assessment roll of all assessable properties within the District
- Present the Special Assessment Methodology Report to the Board at a public meeting and answer any questions pertaining to the Report
- Prepare the Preliminary and Final Assessment Rolls
- Prepare notices advising the property owners of the completion of construction and the amount of the final assessment
- Act as primary contact to answer property owners' questions regarding the capital assessment



Exhibit B - Fee Schedule

1. **District Management, Recording, Financial Accounting and Assessment Roll Services**
FEE PROPOSED **\$44,000 annually**

2. **Assessment Methodology Consultant Services**
ASSESSMENT METHODOLOGY REPORT **\$17,500 (if applicable)**

3. **Issuance of Bonds, and Placement of Loans and other District Indebtedness**
FEE PROPOSED **Not to exceed \$15,000 per issue (if applicable)**

The following formula shall explain this fee. The fee for the first \$5,000,000 bond issue(s) SHALL BE \$3.00/\$1,000 with a minimum fee of \$10,000. The additional fee for bond issues between \$5,000,000 and \$10,000,000 shall be \$1.00/\$1,000. The fee for bond issues over \$10,000,000 shall be \$.50/\$1,000 of the additional amount. These fees are payable at closing of the bond issue. It is expressly understood that compensation shall be contingent upon completion of financing and if for any reason a financing is not completed, there shall be no compensation owed to *Wrathell, Hunt and Associates, LLC*. For the issuance of Bond Anticipation Notes, the fee is \$10,000 per issuance.

4. **Dissemination Agent Services** **\$1,000 annually per bond issue**

5. **Out of Pocket Expenses:** *Wrathell, Hunt and Associates, LLC*, shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, mailings, long distance telephone calls, and printing and binding, etc.). *Wrathell, Hunt and Associates, LLC*, will submit monthly invoices to District for work performed and payment shall become due and payable within fifteen (15) days of receipt.

6. **Additional Services:** Should *Wrathell, Hunt and Associates, LLC*, be requested to provide additional functions on behalf of District, compensation for such services shall be in accordance with the terms mutually agreed to by the parties.

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

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**HAMAL COMMUNITY DEVELOPMENT DISTRICT
WEST PALM BEACH, FLORIDA
POSITION SPECIFICATIONS**

**POSITION TITLE: FIELD OPERATIONS SUPERINTENDENT
HOURS: 15 HOURS PER WEEK, 52 WEEKS PER YEAR**

POSITION OVERVIEW

The Hamal Community Development District is seeking proposals for a part-time Field Operations Superintendent, to work 15 hours per week, 52 weeks per year. This position is a proactive leadership position responsible for the supervision and maintenance of all the District's facilities. This includes the administration of field operations contracts, interfacing with the residents within the Hamal Community Development District as well as with the District Management team and the Board of Supervisors.

*** This position reports directly to the HCDD Board of Supervisors and District Manager.**

ESSENTIAL FUNCTIONS

Administrative Duties

- Provides budgetary input based on historical experience combined with future needs
 - develops and maintains short term tactical and long term, strategic capital project plans
- Makes recommendations based upon District needs
- Leads and assists in developing procedures relating to projects and activities
- Develops, schedules, and records a planned and preventive maintenance program for all the District's assets
- Coordinates with vendors and contractors to receive necessary proposals for repairs and maintenance of District assets and infrastructure
- Monitors expenditures
 - reviews all field operations contractors' invoices for accuracy, researches discrepancies, codes, and approves for payment; researches information as requested
- Provides input and feedback on monthly financials
- Communicates weekly summary email to the District Manager, District Staff and to the Board of Supervisors each Friday on the status of projects. (District Manager, District Engineer and District Counsel)
- Attends Board Meetings
 - prepares presentation ready report
 - gathers proposals and other documents, to be included in the agendas for the Board to review
- Responds to complaints and questions related to activities, researches problems and provides information; formulates and initiates plans of action to correct problems/issues
- Operates a personal computer and general office equipment as necessary to complete essential functions to include the use of word processing, spreadsheets, e-mails, internet and other computer programs
- Communicates with other partners within the community, including the POA managers, utility companies, vendors, suppliers, public service agencies, government agencies, public, community organizations, outside agencies, and other individuals and groups as needed to coordinate work

activities, review status of work, exchange information, resolve problems or give/receive advice/direction

Stormwater System Management

- Supervises and coordinates all contractor work in performing various stormwater management tasks involving aquatic control and maintenance of lakes
- Coordinates construction and repair needs, overseeing all contractors or vendors, manages the operation and maintenance of District landscaping, and water management systems
- Conducts safety inspections of lakes, or other areas; coordinates control of vegetation in drainage system for maximum drainage
- Will be required to work with the District Engineer on the operation of the Stormwater System pumphouse and generator, rules and regulations with drawing down of water levels in advance of storms, coordinate repairs to the generator and pumphouse equipment

Landscape Maintenance and Management

- Supervises and ensure the contractual obligations are full-filled by the Landscape Contractor(s) who are responsible for performing various tasks involving grounds maintenance or landscaping projects. Requires frequent walking and onsite inspections to ensure work is completed in accordance with contracts
- Oversees projects and contracted maintenance crews
- Conducts site inspections of each project and identifies any deficiencies and resolves them, ensuring completion
- Oversees mowing and edging activities; oversees planting, maintenance, watering, and trimming of trees, shrubs, flowers, and landscape areas; oversees removal of trees/limbs and grinding of stumps; oversees aeration, seed application, sod installation, and spreading of mulch or other ground materials; oversees application of fertilizers, herbicides, and pesticides; oversees raking, blowing, pickup, and disposal of grass clippings, leaves, brush, debris, litter, or other materials
- Supervises and ensures the District contractors properly perform various tasks involving maintenance of District owned common areas; oversees agronomic activities, including turf grass selection, establishment, and fertilizer, nutrition, and water management

Field Operations Management

- Supervises various tasks involving traffic operations or road sign installation projects
- Oversees installation, maintenance, and repair of roadway and landscape signs, barricades, and roadway markings; maintains current inventory of existing signs
- Focused on compliance requirements and must be familiar with all permit requirements and ensure that all of those requirements are met
- Secures proposals and schedules painting, annual pressure washing of barrier walls, entry way monuments and sidewalks
- Secures proposals and schedules holiday decorations/lighting of entryway monuments and trees owned/maintained by the District

Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are the minimum acceptable representations of the knowledge, skill, and/or ability required.

Education and/or Experience

- Bachelor's degree preferred with three (3) years' experience in facility operations with two years supervisory experience
- In lieu of degree, additional property management experience and/or field operations supervisory experience relevant to community management is acceptable
- Possess the ability to respond effectively to the most sensitive inquiries or complaints, have the ability to communicate effectively with residents, District Staff, Board Members and Association Managers

Technical Skills

- Possess practical knowledge of technical field operations with use of analytical judgment and decision-making abilities appropriate to the work environment of the District
- Ability to complete applicable research for standard and requested documents and reports
- Compile data for computer entry, and enters or data entry for the Facilities/Property Department
- Responsible for monitoring budget/fiscal expenditures for projects and in turn responsible for fiscal management of capital project(s)

Physical Demands

- Regularly required to talk and hear
- Frequently required to sit and reach with hands and arms
- Occasionally required to stand; walk and use hands
- Must frequently lift and/or move up to 25 pounds
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus

Work Conditions: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is regularly exposed to outside weather conditions and extreme temperatures, chemicals, and outdoor environmental conditions or hazards. The employee is occasionally exposed to moving mechanical parts and vibration. Occasional outside work and occasional physical effort is required. The noise level in the work environment is usually moderate when inside mechanical rooms such as the pumphouse and generator.

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

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HAMAL
COMMUNITY DEVELOPMENT DISTRICT

8B11b

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

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**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2020**

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
OCTOBER 31, 2020**

	General Fund	Debt Service Fund 2017	Total Governmental Funds
ASSETS			
Cash	\$ 453,736	\$ -	\$ 453,736
Investments			
Centennial	254,059	-	254,059
FineMark MMA	249,015	-	249,015
FineMark ICS	283,963	-	283,963
Iberia - MMA	25,073	-	25,073
Bank United	292,903	-	292,903
Revenue	-	236,684	236,684
Reserve	-	240,560	240,560
Interest	-	1	1
Prepayment	-	1	1
Sinking	-	80	80
Accounts receivable	93,768	-	93,768
Assessments receivable	3,029	4,864	7,893
Deposits	135	-	135
Total assets	<u>\$1,655,681</u>	<u>\$ 482,190</u>	<u>\$ 2,137,871</u>
LIABILITIES			
Liabilities:			
Accounts payable	\$ 48,349	\$ -	\$ 48,349
Total liabilities	<u>48,349</u>	<u>-</u>	<u>48,349</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	54,125	-	54,125
Total deferred inflows of resources	<u>54,125</u>	<u>-</u>	<u>54,125</u>
FUND BALANCES			
Nonspendable			
Prepays and deposits	135	-	135
Restricted			
Debt service	-	482,190	482,190
Assigned			
3 months working capital	133,327	-	133,327
Sound barriers	50,000	-	50,000
Stormwater pump station	200,000	-	200,000
Culvert repair/replacement	100,000	-	100,000
Disaster recovery	500,000	-	500,000
Unassigned	569,745	-	569,745
Total fund balance	<u>1,553,207</u>	<u>482,190</u>	<u>2,035,397</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,655,681</u>	<u>\$ 482,190</u>	<u>\$ 2,137,871</u>

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Maintenance assessments	\$ -	\$ -	\$ 485,504	0%
Fair share agreement	-	-	46,302	0%
Interest & misc. income	80	80	1,500	5%
Total revenues	<u>80</u>	<u>80</u>	<u>533,306</u>	0%
EXPENDITURES				
Administrative				
Supervisors	-	-	7,536	0%
Management	3,671	3,671	44,048	8%
Trustee	-	-	4,350	0%
Legal	-	-	10,000	0%
Engineering	-	-	6,000	0%
Audit	-	-	7,884	0%
Arbitrage rebate calculation	-	-	1,250	0%
Dissemination agent	83	83	1,000	8%
Website	-	-	705	0%
Postage	9	9	750	1%
Legal advertising	-	-	2,500	0%
Office supplies	-	-	250	0%
Other current charges	-	-	750	0%
Dues, licenses & subscriptions	-	-	175	0%
ADA website compliance	210	210	210	100%
Insurance	6,448	6,448	9,096	71%
FASD annual dues	-	-	1,125	0%
Pump station/equipment insurance	3,034	3,034	2,900	105%
Total administrative expenses	<u>13,455</u>	<u>13,455</u>	<u>100,529</u>	13%
Maintenance				
Telephone	389	389	2,040	19%
Landscape maintenance				
Mowing, edging, pruning & weed control	-	-	93,681	0%
Turf replacement	-	-	2,000	0%
Mulch	-	-	16,475	0%
Insect, weed, fertilization	-	-	46,260	0%
Annuals removal, replacement, installation	-	-	11,330	0%
Tree pruning	-	-	25,750	0%
Irrigation system maintenance	2,640	2,640	7,478	35%
Irrigation repairs	-	-	10,000	0%
Capital outlay	-	-	30,400	0%
Landscape replacement	-	-	20,000	0%
Preventative maintenance: pump station	-	-	11,100	0%
Catchbasin cleanout	-	-	14,935	0%
Repair/maintenance: pump station	-	-	4,000	0%

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2020**

	Current Month	Year to Date	Budget	% of Budget
Maintenance (continued)				
Lake maintenance	-	-	24,000	0%
Fountain maintenance	5,774	5,774	25,000	23%
Holiday landscape lighting	-	-	7,500	0%
Contingency	-	-	10,600	0%
Utilities	3,801	3,801	62,000	6%
Total maintenance expenses	<u>12,604</u>	<u>12,604</u>	<u>424,549</u>	3%
Other fees and charges				
Property appraiser	-	-	1,141	0%
Information system services	2,030	2,030	2,030	100%
Tax collector	-	-	5,057	0%
Total other fees and charges	<u>2,030</u>	<u>2,030</u>	<u>8,228</u>	25%
Total expenditures	<u>28,089</u>	<u>28,089</u>	<u>533,306</u>	5%
Excess (deficiency) of revenues over (under) expenditures	(28,009)	(28,009)	-	
Fund balance - beginning	1,581,216	1,581,216	1,475,611	
Fund balance - ending				
Nonspendable				
Prepaid expenditures and deposits	135	135	-	
Assigned				
3 months working capital	133,327	133,327	133,327	
Sound barriers	50,000	50,000	50,000	
Stormwater pump station	200,000	200,000	200,000	
Culvert repair/replacement	100,000	100,000	100,000	
Disaster recovery	500,000	500,000	500,000	
Unassigned	569,745	569,745	492,284	
Total fund balance - ending	<u>\$ 1,553,207</u>	<u>\$ 1,553,207</u>	<u>\$ 1,475,611</u>	

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2017 (REFUNDED SERIES 2006)
FOR THE PERIOD ENDED OCTOBER 31, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ -	\$ 781,032	0%
Interest	2	2	-	N/A
Total revenues	<u>2</u>	<u>2</u>	<u>781,032</u>	0%
EXPENDITURES				
Principal 5/1	-	-	543,000	0%
Interest 11/1	-	-	119,042	0%
Interest 5/1	-	-	119,042	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>781,084</u>	0%
Other fees and charges				
Tax collector	-	-	8,136	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>789,220</u>	0%
Excess (deficiency) of revenues over (under) expenditures	2	2	(8,188)	
Fund balances - beginning	482,188	482,188	470,780	
Fund balances - ending	<u>\$ 482,190</u>	<u>\$ 482,190</u>	<u>\$ 462,592</u>	

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

10

DRAFT

**MINUTES OF MEETING
HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Hamal Community Development District held a Virtual Public Hearing and Regular Meeting on September 14, 2020 at 6:00 P.M., at <https://zoom.us/j/2043596216> and 1-929-205-6099, Meeting ID: 204 359 6216, for both.

Present were:

Steven Pincus	Chair
Marc DePaul	Assistant Secretary
Ione Senior	Assistant Secretary
Benjamin Cuningham	Assistant Secretary

Also present were:

Howard McGaffney	District Manager
Sarah Warren	District Counsel
Leo Giangrande	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. McGaffney called the meeting to order at 6:03 p.m. Supervisors Pincus, Senior, Cuningham and DePaul were present. Supervisor Petrick was not present. In consideration of the COVID-19 pandemic, this meeting was being held virtually, via Zoom, and telephonically, as permitted under the Florida Governor’s Executive Orders, which allow local governmental public meetings to occur by means of communications media technology, including video conference and telephonically.

SECOND ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS

Discussion: Rules Associated with Recreational Use of Ponds and Consideration of Rule Amendment to Prohibit Swimming

42 Ms. Warren presented two sample policies. Discussion ensued regarding protecting
43 residents and liability. Mr. Pincus suggested that the policy state that facilities may not be used
44 for anything other than recreational catch and release fishing without District consent.

45 Ms. Warren stated she would draft a policy for consideration at the next meeting.

46

47 **FOURTH ORDER OF BUSINESS**

**Discussion: Part-Time Operations
Supervision**

48

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50 Mr. McGaffney recalled previous discussions regarding the need for on-site oversight to
51 address landscaping issues and stated that, while the District Engineer was on site to address
52 stormwater management issues, an on-site Operations Manager or Property Manager would be
53 best suited to address day-to-day landscaping concerns. Discussion ensued regarding the Briar
54 Bay POA, the duties of an on-site manager and the District Engineer. Mr. Giangrande stated he
55 was willing to conduct an annual walkthrough and provide some ongoing oversight, in
56 conjunction with his usual duties.

57 Discussion ensued regarding previous attempts to reach an agreement with the POA.
58 Mr. McGaffney recalled discussions concerning a stipend for the POA to oversee the fountains,
59 lake management and landscape contracts. Ms. Senior stated she would address this issue at
60 the next POA meeting and advise Mr. McGaffney of the outcome. This item would be included
61 on the next agenda.

62

63 **FIFTH ORDER OF BUSINESS**

**Discussion: Landscaping (General
Discussion)**

64

65

66 This item was presented in conjunction with the Fourth Order of Business.

67

68 **SIXTH ORDER OF BUSINESS**

**Consideration of Landscape Enhancements
– Kings Management Services, Inc.**

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71 Mr. McGaffney presented photos of CDD monuments and proposals for proposed
72 landscape enhancements. Mr. DePaul stated that a survey by Kings Management Services, Inc.,
73 was scheduled for September 16, 2020.

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On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor, the Kings Management Services, Inc., proposals for Landscape Enhancements, in a not-to-exceed amount of \$40,000 plus a 10% contingency, and authorizing the District Manager and Mr. DePaul to oversee the project, was approved.

SEVENTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2020/2021 Budget

A. Proof/Affidavit of Publication

The proof of publication was included for informational purposes.

B. Consideration of Resolution 2020-12, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021; Authorizing Budget Amendments; and Providing an Effective Date

Mr. McGaffney presented the proposed Fiscal Year 2021 budget highlighting line item increases, decreases and adjustments, compared to the Fiscal Year 2020 budget, and explained the reasons for any adjustments.

On MOTION by Mr. Cuningham and seconded by Mr. DePaul, with all in favor, the public hearing was opened.

No members of the public spoke.

On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor, the public hearing was closed.

Mr. McGaffney presented Resolution 2020-12.

On MOTION by Ms. Senior and seconded by Mr. DePaul, with all in favor, Resolution 2020-12, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

114 EIGHTH ORDER OF BUSINESS

115 Consideration of Resolution 2020-13,
116 Making a Determination of Benefit and
117 Imposing Special Assessments for Fiscal
118 Year 2020/2021; Providing for the
119 Collection and Enforcement of Special
120 Assessments; Certifying an Assessment
121 Roll; Providing for Amendments to the
122 Assessment Roll; Providing a Severability
123 Clause; and Providing an Effective Date

124 Mr. McGaffney presented Resolution 2020-13.

125
126 **On MOTION by Mr. Cuningham and seconded by Mr. Pincus, with all in favor,**
127 **Resolution 2020-13, Making a Determination of Benefit and Imposing Special**
128 **Assessments for Fiscal Year 2020/2021; Providing for the Collection and**
129 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing**
130 **for Amendments to the Assessment Roll; Providing a Severability Clause; and**
131 **Providing an Effective Date, was adopted.**

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134 NINTH ORDER OF BUSINESS

135 Consideration of Resolution 2020-14,
136 Designating Dates, Times and Locations for
137 Regular Meetings of the Board of
138 Supervisors of the District for Fiscal Year
139 2020/2021 and Providing for an Effective
140 Date

141 Mr. McGaffney presented Resolution 2020-14.

142 The following change was made to the Fiscal Year 2020/2021 Meeting Schedule:

143 DATE: Change “November 4, 2020 at 6:00 P.M.” to “November 18, 2020 at 8:30 A.M.”

144 Mr. McGaffney stated the meeting would be held at the Briar Bay Clubhouse unless the
145 Governor’s Executive Order permitting virtual meetings is extended.

146
147 **On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor,**
148 **Resolution 2020-14, Designating Dates, Times and Locations for Regular**
149 **Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021,**
150 **as amended, and Providing for an Effective Date, was adopted.**

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153 TENTH ORDER OF BUSINESS

154 Presentation of Audited Financial Report
155 for the Fiscal Year Ending September 30,
2019, Prepared by Grau & Associates

156 Mr. McGaffney presented the Audited Financial Report for the Fiscal Year Ending
157 September 30, 2019. There were no findings, irregularities or instances of noncompliance; it
158 was a clean audit.

159

160 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-15,
Hereby Accepting the Audited Financial
Report for the Fiscal Year Ended
September 30, 2019**

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165 Mr. McGaffney presented Resolution 2020-15.

166

167 **On MOTION by Ms. Senior and seconded by Mr. DePaul, with all in favor,
168 Resolution 2020-15, Hereby Accepting the Audited Financial Report for the
169 Fiscal Year Ended September 30, 2019, was adopted.**

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172 **TWELFTH ORDER OF BUSINESS**

**Update: Qualified Candidates for 2020
General Election Cycle**

173

174

175 **A. Seat 3: Joseph Petrick**

176 **B. Seat 4: No qualified candidates**

177 **C. Seat 5: No qualified candidates**

178 Mr. Petrick was unopposed and would automatically be elected to Seat 3. No
179 candidates qualified to run in the November General Election for Seats 4 and 5.

180

181 **THIRTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-16,
Declaring a Vacancy in Seats 4 and 5 of the
Board of Supervisors Pursuant to Section
190.006(3)(b), Florida Statutes; and
Providing an Effective Date**

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187 Mr. McGaffney presented Resolution 2020-16.

188

189 **On MOTION by Mr. Cuningham and seconded by Mr. DePaul, with all in favor,
190 Resolution 2020-16, Declaring a Vacancy in Seats 4 and 5 of the Board of
191 Supervisors Pursuant to Section 190.006(3)(b), Florida Statutes; and Providing
192 an Effective Date, was adopted.**

193

194

195 Mr. Pincus noted that the adopted Fiscal Year 2020/2021 Meeting Schedule included a
196 meeting on July 5, 2021, which is a legal holiday.

197

On MOTION by Mr. Depaul and seconded by Mr. Cuningham, with all in favor, rescinding the adoption of Resolution 2020-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021, as amended, and Providing for an Effective Date, was approved.

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Mr. McGaffney presented Resolution 2020-14.

206

The following changes were made to the Fiscal Year 2020/2021 Meeting Schedule:

207

DATE: Change "November 4, 2020 at 6:00 P.M." to "November 18, 2020 at 8:30 A.M."

208

DATE: Change "July 5, 2021" to "July 19, 2020"

209

On MOTION by Mr. DePaul and seconded by Mr. Cuningham, with all in favor, Resolution 2020-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021, as amended, and Providing for an Effective Date, was adopted.

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FOURTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of July 31, 2020

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219

Mr. McGaffney presented the Unaudited Financial Statements as of July 31, 2020.

220

On MOTION by Mr. DePaul and seconded by Mr. Cuningham, with all in favor, the Unaudited Financial Statements as of July 31, 2020, were accepted.

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FIFTEENTH ORDER OF BUSINESS

Approval of May 11, 2020 Virtual Public Hearing and Regular Meeting Minutes

226

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228

Mr. McGaffney presented the May 11, 2020 Virtual Public Hearing and Regular Meeting Minutes.

229

230

On MOTION by Mr. Pincus and seconded by Mr. Cuningham, with all in favor, the May 11, 2020 Virtual Public Hearing and Regular Meeting Minutes, as presented, were approved.

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234 **SIXTEENTH ORDER OF BUSINESS** **Staff Reports**

235

236 **A. District Counsel: *Hopping Green & Sams, P.A.***

237 There being no report, the next item followed.

238 **B. District Engineer: *Giangrande Engineering and Planning, LLC***

239 Mr. Giangrande stated fence repair proposals were pending. Mr. McGaffney stated that
240 proposals were requested for electrical repairs on the fountains.

241 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

242 • **TENTATIVE NEXT MEETING DATE: November 4, 2020 at 6:00 P.M.**

243 ○ **QUORUM CHECK**

244 Mr. McGaffney stated the next meeting will be held on November 18, 2020 at 8:30 a.m.,
245 rather than on November 4, 2020.

246

247 **SEVENTEENTH ORDER OF BUSINESS** **Supervisors' Requests**

248

249 Ms. Senior stated that some areas need to be pressure washed again. She asked about
250 painting the barrier wall. Mr. McGaffney stated he would obtain proposals.

251 Mr. Cuningham asked for an updated Meeting Schedule to be sent to the Board.

252

253 **EIGHTEENTH ORDER OF BUSINESS** **Public Comments**

254

255 There being no public comments, the next item followed.

256

257 **NINETEENTH ORDER OF BUSINESS** **Adjournment**

258

259 There being no further business to discuss, the meeting adjourned.

260

261 **On MOTION by Ms. Senior and seconded by Mr. Cuningham, with all in favor,**
262 **the meeting adjourned at 7:42 p.m.**

263

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265 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

11C

HAMAL COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 18, 2020 CANCELED	Regular Meeting	8:30 A.M.
December 2, 2020	Special Meeting	6:00 P.M.
February 8, 2021	Regular Meeting	6:00 P.M.
May 10, 2021	Regular Meeting	6:00 P.M.
July 19, 2021	Regular Meeting	6:00 P.M.
September 13, 2021	Public Hearing and Regular Meeting	6:00 P.M.