



Rizzetta & Company

Covington Park Community Development District

Board of Supervisors' Meeting June 22, 2020

**District Office:
12750 Citrus Park Lane, Suite 115
Tampa, FL 33625**

www.covingtonparkcdd.org

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT

Covington Park Clubhouse, 6806 Covington Garden Drive, Apollo Beach, FL 33572

Board of Supervisors	Stephen Brown	Chairman
	Scott Harrison	Vice Chairman
	Tarlese Allen	Assistant Secretary
	Jennifer Van Haren	Assistant Secretary
	Dr. Ronald Blue	Assistant Secretary
District Manager	Angel Montagna	Rizzetta & Company, Inc.
District Counsel	Biff Craine	Brooks, Sheppard & Rocha
District Engineer	Richard Ellis	Dewberry Engineers

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 9428 CAMDEN FIELD PARKWAY • RIVERVIEW, FL 33578
www.covingtonparkcdd.org

June 12, 2020

**Board of Supervisors
Covington Park Community
Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Covington Park Community Development District will be held on **Monday, June 22, 2020 at 6:00 p.m.** via conference call pursuant to Governor DeSantis' Executive Order 20-69 (as extended by Executive Order 20-112). The following is the advanced agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
 - A.** Field Manager Report and Landscaper's Responses..... Tab 1
 - i.** Consideration of LMP's Proposals Tab 2
 - ii.** Well Update
 - B.** Aquatics Report
 - C.** District Counsel
 - D.** District Engineer
 - E.** Community Coordinator Report and Proposals Tab 3
 - F.** District Manager
- 4. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of Board of Supervisors' Regular Meeting held on May 27, 2020..... Tab 4
 - B.** Consideration of Operation & Maintenance Expenditures for April 2020 Tab 5
 - C.** Ratification of Series 2015 Requisitions – #CR-32..... Tab 6
- 5. BUSINESS ITEMS**
 - A.** Discussion Regarding Revised Construction Management Services, LLC Contract..... Tab 7
 - B.** Consideration of Proposals for Fountain..... Tab 8
 - C.** Amenity Contract..... Tab 9
 - D.** Discussion of District Contracts
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

any questions please do not hesitate to contact us at (813) 933-5571.

We look forward to seeing you at the meeting. In the meantime, if you have

Respectfully,

Angel Montagna

District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**COVINGTON PARK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Covington Park Community Development District was held on **Wednesday, May 27, 2020 at 6:07 p.m.** via conference call pursuant to Governor DeSantis' Executive Order 20-69 as extended by Executive Order 20-112.

Present via teleconference and constituting a quorum were:

Stephen Brown	Board Supervisor, Vice Chair
Scott Harrison	Board Supervisor, Vice Chairman
Tarlese Allen	Board Supervisor, Assistant Secretary
Dr. Ronald Blue	Board Supervisor, Asst. Secretary

Also present via teleconference were:

Angel Montagna	Regional District Manager, Rizzetta & Co., Inc.
Biff Craine	District Counsel, Brooks, Sheppard & Rocha
Richard Ellis	District Engineer, Dewberry Engineers
Cathy Sobrito	Community Coordinator
Paula Means	Representative, LMP
Garth Rinard	Representative, LMP
Keith Remson	Representative, Remson Aquatics
Audience	

FIRST ORDER OF BUSINESS

Call to Order and Pledge of Allegiance

Ms. Montagna called the meeting to order and conducted roll call. All present then stood and recited the Pledge of Allegiance.

SECOND ORDER OF BUSINESS

Audience Comments

Audience Comments were entertained regarding the pools, construction, and the ponds.

THIRD ORDER OF BUSINESS

Staff Reports

A. Field Manager Report

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT

May 27, 2020 - Minutes of Meeting

Page 2

49 Ms. Montagna presented and reviewed the Field Inspection Report dated
50 May 8, 2020.
51

52 Ms. Montagna presented several proposals from LMP. A discussion
53 ensued. The Board approved the following proposals:
54
55

56 On a Motion by Mr. Harrison, seconded by Ms. Allen, with all in favor, the Board of
57 Supervisors approved LMP's proposal #65091 to remove dead Palms within
conservation area inside Cardell Villas/Surrey Park (\$1,282.50) for the Covington Park
Community Development District.

58 On a Motion by Mr. Harrison, seconded by Ms. Allen, with all in favor, the Board of
59 Supervisors approved LMP's proposal #65078 to remove overgrown Fan Palms
(\$2,425.50) for the Covington Park Community Development District.

60 On a Motion by Mr. Brown, seconded by Ms. Allen, with all in favor, the Board of
61 Supervisors approved LMP's proposal #65020 to remove dead Pine tree (\$200.00) for
the Covington Park Community Development District.

62 On a Motion by Ms. Allen, seconded by Mr. Harrison, with all in favor, the Board of
63 Supervisors approved LMP's proposal #65019 to remove dead Pine tree (\$200.00) for
the Covington Park Community Development District.

64 On a Motion by Mr. Harrison, seconded by Ms. Allen, with all in favor, the Board of
65 Supervisors approved LMP's proposal #65018 to flush cut Pine tree east side pf
Covington Garden Drive (\$296.25) for the Covington Park Community Development
District.

66 On a Motion by Mr. Harrison, seconded by Ms. Allen, with all in favor, the Board of
67 Supervisors approved LMP's proposal #65017 to trim/prune Crepe Myrtles throughout
(\$4,125.00) for the Covington Park Community Development District.

68 On a Motion by Mr. Harrison, seconded by Ms. Allen, with all in favor, the Board of
Supervisors approved LMP's proposal #65016 to install mulch within entrance median
(\$1,560.00) for the Covington Park Community Development District.

On a Motion by Mr. Harrison, seconded by Ms. Allen, with all in favor, the Board of Supervisors approved LMP's proposal #64665 to remove two dead Pine trees at Carrington entrance (\$325.00) for the Covington Park Community Development District.

On a Motion by Ms. Allen, seconded by Mr. Harrison, with all in favor, the Board of Supervisors approved LMP's proposal #65563 to remove two dead Pine trees at Carrington entrance (\$259.20) for the Covington Park Community Development District.

Ms. Montagna will call Accurate and update the Board.

B. Aquatics Report

Mr. Remson presented and reviewed the May Aquatics Report. He gave the Board an update on Pond #3. Mr. Remson stated that it has been treated three times. He stated that there only about 100 dead plants that Mr. Remson will replace.

Mr. Remson will replace the aerators in Pond #3.

On a Motion by Mr. Brown, seconded by Dr. Blue, with all in favor, the Board of Supervisors approved replacing stones on the aerators in Pond #3 (not-to-exceed \$500.00) for the Covington Park Community Development District.

A proposal to clean all weirs will be obtained for the Board's review and approval.

C. District Counsel

Mr. Craine discussed the opening of the District's amenities. The Board reviewed the Risk Management memo. A discussion ensued regarding the pool.

On a Motion by Dr. Blue, seconded by Mr. Harrison, with all in favor, the Board of Supervisors authorized District Counsel to address Access Contract for the Covington Park Community Development District.

On a Motion by Ms. Allen, seconded by Mr. Brown, with all in favor, the Board of Supervisors approved opening the pool on June 5, 2020 with Ms. Sobrito's plan for the Covington Park Community Development District.

On a Motion by Mr. Brown, seconded by Ms. Allen, with three in favor and one opposed (Dr, Blue), the Board of Supervisors authorized District Manager, Chairman, and staff to change or amend the current facility situation to address Access Contract for the Covington Park Community Development District.

D. District Engineer

Mr. Ellis gave an update on the construction project. A discussion ensued.

On a Motion by Mr. Harrison, seconded by Dr. Blue, with all in favor, the Board of Supervisors allowed Fieldstone to present additional services at a not-to-exceed of \$4,600.00 for the Covington Park Community Development District.

On a Motion by Ms. Allen, seconded by Mr. Harrison, with all in favor, the Board of Supervisors to authorize District Chairman to sign the Fieldstone Agreement for the Covington Park Community Development District.

E. Community Coordinator Report

Ms. Sobrito presented her report. She answered the Board's general questions. Ms. Sobrito presented a proposal from Pro Performance.

On a Motion by Mr. Harrison, seconded by Ms. Allen, with all in favor, the Board of Supervisors approved Pro Performance's proposal for pressure washing (\$6,977.00) for the Covington Park Community Development District.

On a Motion by Ms. Allen, seconded by Mr. Harrison, with all in favor, the Board of Supervisors approved the District Chairman to authorize extra funds for cleaning for the Covington Park Community Development District.

F. District Manager

Ms. Montagna noted that the next Board of Supervisors' regular meeting will be held on June 22, 2020 at 6:00 p.m.

Ms. Montagna announced that there were 2,412 registered voters as of April 15, 2020.

FOURTH ORDER OF BUSINESS

**Presentation of Audit for Fiscal
Year Ended 9-30-19**

Ms. Montagna presented audit for fiscal year ended 9-30-19. She stated that it was a clean audit.

On a Motion by Ms. Allen, seconded by Mr. Harrison, with all in favor, the Board of Supervisors accepted the Audit for fiscal year ended 9-30-20 as presented for the Covington Park Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Minutes of
Board of Supervisors' Meeting
held on February 24, 2020**

Ms. Montagna presented the February 24, 2020 meeting minutes to the Board.

On a Motion by Mr. Harrison, seconded by Ms. Allen, with all in favor, the Board of Supervisors approved the minutes from the Board of Supervisors' meeting held February 24, 2020 as presented for the Covington Park Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Operations &
Maintenance Expenditures for
February 2020**

Ms. Montagna presented the February 2020 Operation and Maintenance Expenditures.

On a Motion by Ms. Allen, seconded by Mr. Harrison, with all in favor, the Board of Supervisors ratified the Operations & Maintenance Expenditures for February 2020 (\$48,440.34) for the Covington Park Community Development District.

SEVENTH ORDER OF BUSINESS

**Ratification of Series 2015
Requisition #31**

Ms. Montagna stated that there were no requisitions to present at this time.

On a Motion by Ms. Allen, seconded by Mr. Brown, with all in favor, the Board of Supervisors ratified Series 2015 Requisition #31 - Fieldstone (\$18,445.00) for the Covington Park Community Development District.

EIGHTH ORDER OF BUSINESS

**Discussion Regarding
Construction Management
Services, LLC Contract**

This Board tabled this contract for modification.

NINTH ORDER OF BUSINESS

**Consideration of Resolution
2020-02, Adding Assistant
Treasurer and Secretary**

Ms. Montagna presented Resolution 2020-02, Adding Assistant Treasurer and Secretary of the District.

On a Motion by Mr. Harrison, seconded by Ms. Allen, with all three favor and one opposed (Dr. Blue), the Board of Supervisors approved Resolution 2020-02, Adding Assistant Treasurer and Secretary of the District for the Covington Park Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Resolution
2020-03, Designating
Signatories**

Ms. Montagna presented Resolution 2020-03, Designating Signatories of the District.

On a Motion by Mr. Harrison, seconded by Ms. Allen, with all three favor and one opposed (Dr. Blue), the Board of Supervisors approved Resolution 2020-03, Designating Signatories of the District for the Covington Park Community Development District.

ELEVENTH ORDER OF BUSINESS

**Presentation of Fiscal Year
2020/2021 Proposed Budget**

The Board decided to table the approval of the proposed budget until their continued meeting on June 11, 2020 at 6:00 p.m.

TWELFTH ORDER OF BUSINESS

**Consideration of Resolution
2020-04, Approving Fiscal Year
2020/2021 Proposed Budget
and Setting the Public Hearing
on the Final Budget**

This item was tabled until the continued meeting to be held on June 11, 2020 at 6:00 p.m.

THIRTEENTH ORDER OF BUSINESS

**Discussion Regarding the Re-
Opening of the District's
Facilities**

This item was discussed earlier in the meeting.

FOURTEENTH ORDER OF BUSINESS

**Consideration of Proposal for
Architectural and Engineering
Services**

This item was discussed earlier in the meeting.

FIFTEENTH ORDER OF BUSINESS

Supervisor Requests

Ms. Montagna asked if there were any Supervisor requests. There were none.

SIXTEENTH ORDER OF BUSINESS

Adjournment

Ms. Montagna stated that if there was no further business to come before the Board than a motion to adjourn would be in order.

On a Motion by Ms. Allen, seconded by Mr. Harrison, with all in favor, the Board of Supervisors adjourned the meeting at 8:09 p.m. for the Covington Park Community Development District.

Assistant Secretary

Chair / Vice Chair

Tab 2

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

Operation and Maintenance Expenditures April 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2020 through April 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$57,507.86**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2020 through April 30, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
A Bales Security Agency, Inc.	002327	37124	Security Patrol 12/29/19-01/11/20	\$ 693.00
A Bales Security Agency, Inc.	002327	37280	Security Patrol 03/15/20-03/22/20	\$ 660.00
A Bales Security Agency, Inc.	002338	37306	Security Patrol 03/30/20-04/10/20	\$ 660.00
ABM Building Services, LLC	002347	15061410	Maintenance Agreement 04/20	\$ 367.00
Access Residential Management LLC	002332	CPCDD-2020-04	Management Fee 04/20	\$ 1,400.00
Access Residential Management LLC	002332	CPCDD-2020-04-PR	Payroll 04/20	\$ 17,169.82
BOCC	002333	Water Summary 03/20	BOCC Water Bill Summary - 03/20	\$ 331.14
Covington Park CDD - Debit Card	CD0901	Debit Card Replenishment	Debit Card Replenishment	\$ 114.72
Dewberry Engineers Inc	002339	1816414	Engineer Services Billed Though 03/27/20	\$ 1,387.50
Digicom	002334	54078	Alarm Monitoring 10/1/2019-12/31/2019	\$ 135.00
Digicom	002334	56063	Alarm Monitoring 01/01/20-03/31/20	\$ 135.00
Digicom	002334	57956	Alarm Monitoring 04/01/20-06/30/20	\$ 135.00
Dog Waste Depot	002344	336060	Dog Waste Roll Bags	\$ 407.24
Florida Department of Revenue	002331	Sales Tax 03/20	Sales Tax Payable 03/20	\$ 10.96

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2020 through April 30, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Frontier Florida LLC	002340	121515-5 - 04/20	Fios Internet 04/20	\$ 161.82
Frontier Florida LLC	002345	121515-5 - 05/20	Fios Internet 05/20	\$ 177.41
Home Depot Credit Services	002328	322531918559 03/20	Clubhouse Office/Janitor Supplies 03/20	\$ 300.10
Landscape Maintenance Professionals, Inc.	002346	151160	Landscape Maintenance 04/20	\$ 12,389.50
Landscape Maintenance Professionals, Inc.	002329	151499	Replace Plants 03/20	\$ 107.40
Landscape Maintenance Professionals, Inc.	002335	151585	Fertilizer 03/20	\$ 2,760.00
Landscape Maintenance Professionals, Inc.	002335	151586	Pest Control 03/20	\$ 400.00
Landscape Maintenance Professionals, Inc.	002346	152121	Irrigation Repairs 04/20	\$ 165.00
Lenox Millennial Cleaning, LLC	002330	10051	Clubhouse Cleaning 04/20	\$ 425.00
Office Depot Credit Plan	002341	568510096415 03/20	Clubhouse Office/Janitor Supplies 03/20	\$ 22.86
Remson Aquatics, LLC	002336	112451	Aquatic Plantings 04/20	\$ 1,000.00
Remson Aquatics, LLC	002348	112463	Lake Maintenance 04/20	\$ 2,915.00
Rizzetta & Company, Inc.	002325	INV0000048144	District Management Fees 04/20	\$ 6,812.50
Rizzetta Technology Services, LLC.	002326	INV0000005708	Email/Website Hosting Services 04/20	\$ 190.00

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2020 through April 30, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Sprint	002349	536265800-122	Board Member and Staff Cell Phones 03/20	\$ 169.80
TECO	002337	211015064275 - 03/20	7411 Surrey Pines Dr 03/20	\$ 255.70
TECO	002337	211015064382 - 03/20	7574 Oxford Garden 03/20	\$ 52.04
TECO	002337	311000010158 03/20	Summary Bill 03/20	\$ 4,763.35
Zebra Cleaning Team, Inc.	002350	3453	Pool Cleaning 04/20	<u>\$ 834.00</u>
Report Total				<u>\$ 57,507.86</u>

Tab 3

PROJECT MANAGEMENT AGREEMENT

This Project Management Agreement (the "Agreement") is dated and entered into as of _____, 2020, between the Covington Park Community Development District, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes whose address is 9428 Camden Field Parkway, Riverview, Florida 33578 (the "District"), and Construction Management Services LLC, a Florida limited liability corporation, whose address is 5233 Moon Shell Drive, Apollo Beach, Florida 33572 (the "Project Manager").

BACKGROUND AND PURPOSE

WHEREAS, the Covington Park Community Development District ("District") is a local unit of special-purpose government located in Hillsborough County, Florida, and established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Uniform Act"), by Ordinance enacted by the Board of County Commissioners of Hillsborough County, Florida; and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners within the District to construct and deliver certain community development services and facilities within the District, including, without limitation, an internal roadway system, recreational facilities, a sewage collection system and related facilities, drainage control facilities, a stormwater management system and facilities, a potable water distribution system, and master entryways, street lighting, and landscaping (such facilities, systems, and improvements are collectively referred to herein as the "Project"). The Project is more specifically described in the *2018 Supplemental Report of District Engineer 2018 Amenity Improvement Project*, dated February 1, 2018 (the "Engineer's Report"), dated as of February 1, 2018, prepared by Heidt Design, Inc.; and

WHEREAS, the District does not have in its employ personnel to supervise construction of the Project and perform on-site project and construction management services. In addition, District lacks physical support facilities needed to properly supervise construction of the Project; and

WHEREAS, The Project Manager has personnel with the expertise necessary to perform on-site project and construction management and to make the detailed and technical decisions necessary to maintain compliance with the terms and conditions of the construction contract in a cost effective and efficient manner; and

WHEREAS, Given the unique skills of the Project Manager, the District has determined that it is in the District's best interest to enter into this Agreement with the Project Manager to provide the services described herein. Further, the services to be provided for herein are not required by law to be competitively bid, nor do the type and combination of services to be provided lend themselves to a bidding process; and

WHEREAS, The Project Manager has agreed to perform the services provided for in this Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

OPERATIVE PROVISIONS

Section 1. Engagement of the Project Manager. The District hereby engages the Project Manager to perform the services set forth herein with respect to various construction and related contracts (collectively the "Construction Contracts") entered into or to be entered into between the District and the constructor of the Project. (the "Project Contractor"). The Construction Contracts include all contracts required to construct the Project.

Section 2. Services to be Performed by the Project Manager. The Project Manager shall supervise and coordinate the design, development, and construction of the Project. In connection with the performance of such duties, the Project Manager is hereby engaged and authorized to perform the following:

2.1 General Contractors. In accordance with requirements of Florida law, as needed, assist the District and the District Engineer in the negotiation of Construction Contracts with the Contractor and all other subcontractors and suppliers of materials and services necessary to complete construction of the Project, including change orders as necessary. The Project Manager shall assist the District Engineer in recommending for selection by the District all other contractors and suppliers which the Project Manager reasonably believes may be necessary or helpful to complete the Project.

2.2 Project Design. Work with the District Engineer to coordinate the performance by consultants having responsibility for the design of the Project and the preparation of the plans and specifications therefor. All plans and specifications for the Project shall be submitted to the District for its approval. In addition to the District Engineer, the Project Manager shall also review all requests for payment by such professionals and shall determine that all work and materials contained in such requests have been performed and provided to the Project.

2.3 Construction Contracts. Provide general administration of the Construction Contracts and coordinate the work of the Contractor to complete the Project. Specifically, during the construction period, the Project Manager shall:

(i) Periodically hold construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling.

(ii) Use all reasonable efforts to obtain satisfactory performance from all parties performing services or providing materials and supplies to the Project. The Project Manager shall, from time to time, send suitably qualified personnel to oversee construction, monitor the progress of the work on the Project, and observe the Project. The Project Manager shall notify and make recommendations to the District when it learns that the requirements of a contract are not being fulfilled and the nonperforming party will not take satisfactory corrective action.

(iii) Recommend necessary or desirable changes to the Project, review requests for changes, assist in negotiating proposed change orders, submit recommendations to the District, and if accepted, prepare change orders.

(iv) Select and retain, with the District Engineer's review and the District's approval, the professional services of surveyors, consultants and testing laboratories, if required, and coordinate their services and monitor their reports.

(v) Consult with the District Engineer and the District if the Contractor requests interpretations of the meaning and intent of the plans and specifications or any other matter and assist in the resolution of questions which may arise.

(vi) When the Project Manager considers a Contractor's work or a designated portion thereof to be substantially complete, the Project Manager shall prepare or cause to be prepared a list of incomplete or unsatisfactory items and a schedule for their completion. The Project Manager shall assist the District Engineer in conducting inspections of the Contractor's work. After the District Engineer certifies the date of substantial completion of the work, the Project Manager shall work with the District Engineer and Contractor to coordinate the final correction and completion of the work.

(vii) Assist the District Engineer in determining when the Project, or a designated portion thereof, are substantially complete. Use all reasonable efforts to secure and transmit to District required guarantees, permits, affidavits, releases, bonds, and waivers.

(viii) Perform such additional administrative and coordinating functions as the District may reasonably deem necessary to accomplish the orderly and proper construction of the Project within the time and budgetary parameters set by District and in accordance with the approved plans and specifications for the Project.

2.4 Limitations on the Project Manager's Duties. The Project Manager shall not be responsible for or have control over construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the development and construction of the Project. The Project Manager shall not be responsible for or have control of accounting or cash disbursements for the District.

Section 3. Compensation. In consideration of the performance by the Project Manager of the services to be provided pursuant to this Agreement, the District shall pay the Project Manager a Management Fee of \$48 per hour to be paid per invoice, with the last invoice to be paid upon the completion of the Project. In addition to the Management Fee, the Project Manager may request reimbursement for its reasonable out of pocket expenses not to exceed, without prior approval, \$200.00 per month in aggregate. All such reasonable out of pocket expenses shall be supported by adequate vouchers and receipts and shall be reimbursable only to the extent permitted by applicable law. Any individual request for reimbursement of out of pocket expenses in excess of \$200.00, must be approved by the District's Board of Supervisors.

Section 4. Term. The term of this Agreement shall be until completion of the work required pursuant to the Contracts. The District may terminate this Agreement without cause with a thirty (30) day notice to the Project Manager. The Project Manager may terminate this Agreement without cause with a sixty (60) day written notice to the District. In the event of such a termination without cause by either party, the Project Manager shall be entitled to a pro rata portion of the compensation through and including the effective termination date.

Section 5. Default by the Project Manager. If the Project Manager fails to perform its duties hereunder or materially breaches the terms and conditions of this Agreement and such breach continues for ten (10) days following the receipt of written notice from District to the Project Manager to cure such breach, the District may, at its option, terminate this Agreement by providing written notice thereof to the Project Manager at least twenty (20) days prior to the

effective date of such termination. In the event of such termination, the Project Manager shall only be entitled to a pro rata portion of the compensation through and including the date of receipt of written notice from District to the Project Manager to cure the breach.

Section 6. Management, Insurance, and Miscellaneous.

6.1 Management. The Project Manager shall provide the management and personnel necessary to perform this Agreement, shall be responsible for the payment of all payroll taxes and benefits, and shall comply with all workers' compensation requirements and any and all other laws and regulations required to employ the personnel to perform this Agreement. Further, the Project Manager shall be responsible for obtaining all necessary permits and registrations and shall comply with all codes, laws and regulations for the performance of the work required under this Agreement. Employees of the Project Manager shall be managed, supervised and take their day-to-day direction from the Project Manager. The District shall have the authority to request status reports or request the attendance of employees of the Project Manager at District meetings to provide status reports and updates to the District. It is acknowledged and agreed that the Project Manager is an independent contractor with respect to the duties to be performed by it under this Agreement.

6.2 Insurance. Project Manager shall obtain, at its sole cost, the following insurance for the Management Activities:

(i) Workers' or Workmen's Compensation in statutory limits - claims under Workers' or Workmen's Compensation, disability benefit and other similar employee benefit laws which are applicable to the work to be performed (the Workers' or Workmen's Compensation policy shall not name the District as an additional insured);

(ii) Commercial general liability, including contractual liability, with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000) in the aggregate. Commercial General Liability Insurance required under this paragraph shall be written on an occurrence basis;

(iii) Excess liability insurance in umbrella form with limit of \$2,000,000 per occurrence; and

(iv) Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned, hired and rented vehicles with combined single limit of One Million Dollars (\$1,000,000). A policy period inception date of not later than the anticipated work under the Agreement, expiring upon completion of the services to be provided hereunder.

(v) The above policies may be carried under a "blanket" policy or policies covering other properties or Project for which Project Manager provides similar services, provided that limits are allocated to each property or project.

6.3 Waivers. The District and Project Manager waive all rights against each other and their respective indemnities covered under this Agreement, for damages caused by fire or other perils to the extent covered by insurance obtained or required to be obtained pursuant to this Agreement, except rights that they may have to the proceeds of such insurance held by the insuring party. Insurance policies shall be endorsed to include such waivers of subrogation.

6.4 Public Records. District may inspect, copy and audit, upon twenty-four (24) hours prior notice, all or any part of the books and records of Contractor relating to the Work. Contractor shall keep full and detailed accounts, books and records as may be necessary for proper financial management under this Contract, which books and records shall be preserved by Contractor for a period of three (3) years after the final payment by District. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such by Contractor, in accordance with Florida law. As such, Contractor must 1.) keep and maintain public records required by the District to perform the service; 2.) upon request by the District's Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3.) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor do not transfer the records to the Public Records Custodian of the District; and 4.) upon completion of the contract, transfer to the District, at no cost, all public records in Design Professionals' possession or the Contractor must keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the Microsoft Word or in Adobe pdf format. Contractor acknowledges that the designated Public Record Custodian for the District is Rizzetta & Company.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (813) 533-2950, OR BY EMAIL AT AMONTAGNA@RIZZETTA.COM, OR BY REGULAR MAIL AT 9428 CAMDEN FIELD PARKWAY, RIVERVIEW, FLORIDA 33578.

6.5 Applicable Law; Venue. This Agreement, and the rights, interests and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action hereunder, in law or equity, shall be solely in Polk County, Florida.

6.6 Entire Agreement. This Agreement is the entire agreement of the parties with respect to the subject matter contained herein.

6.7 No Modification. No modification to this Agreement shall be valid unless in writing and signed by the parties.

6.8 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and sent by registered or certified mail, postage pre-paid, return receipt requested, or sent by expedited courier service to the addresses set forth below. Any notice shall be deemed given upon receipt.

To District: Rizzetta & Company, Inc.
9428 Camden Field Parkway
Riverview, Florida 33578
Attention: Angel Montagna

With a copy to: Brooks, Sheppard & Rocha PLLC
606 West Madison Street
Tampa, Florida 33602
Attention: Biff Craine

Project Manager: Construction Management Services, LLC
5233 Moon Shell Drive
Apollo Beach, Florida 33572
Attention: Mike Ambriati

{Remainder of page intentionally blank}

IN WITNESS THEREOF, the District and the Project Manager have caused this Agreement to be duly executed as of the day and year first above written.

**COVINGTON PARK COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST TO:

Secretary

Signed, sealed and delivered in the presence
of:

Print Name:

Print Name

By: _____
Name: _____
Its: _____

Date: _____, 2020

Mike Ambriati, as Project Manager

By: _____
Name: _____
Its: _____

Date: _____, 2020

Tab 4

**AMENITY MANAGEMENT SERVICES AGREEMENT BY AND BETWEEN
COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT AND ACCESS
RESIDENTIAL MANAGEMENT**

THIS AGREEMENT is made and entered into this 1st day of July, 2020, by and between **COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT** a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida and with offices at 3434 Colwell Avenue, Suite 200, Tampa, Florida, 33614 (the “District”), and **ACCESS RESIDENTIAL MANAGEMENT, LLC**, a Florida limited liability company, with offices at 5728 Major Boulevard #307, Orlando, Florida 32819 (the “Contractor”).

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners in and for Hillsborough County, Florida, for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District desires to retain an independent contractor to provide amenity management services for certain recreation and infrastructure facilities within and around the District; and

WHEREAS, the Contractor acknowledges it fully understands what is required to provide amenity management services to the District and furthermore agrees to provide such services as is outlined in **Exhibit A**, as attached hereto;

WHEREAS, the parties agree that the Contractor has the power to enter into this contract and to be obligated thereby.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which the District and the Contractor have agreed upon:

- 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.
- 2. DESCRIPTION OF WORK AND SERVICES,**
 - A.** The District desires that the Contractor provide professional amenity management services equal to or exceeding standards acceptable to the District. Upon all parties signing this Agreement, the Contractor shall provide services to the District consistent with specific services identified in this Agreement.
 - B.** While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for

coordinating, expediting, and controlling all aspects to assure completion of the services, as outlined in the scope of service attached hereto as "Exhibit A". Should Contractor hire employees formerly employed by the District, Contractor agrees that any such employee shall not be required, as a condition of their employment with Contractor, to enter a contract which provides a non-compete clause barring such employee from such future similar work for the District.

C. The Contractor shall provide the specific professional services referred to in Paragraph 3 of this Agreement.

3. SCOPE OF AMENITY MANAGEMENT SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit A**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor at an agreed to price, or at or below market price as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District representative with respect to the services to be performed under this Agreement. The District representative shall have complete authority to transmit instructions, receive information, interpret and define the District policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

D. In addition, the District representative shall be informed of any employee termination and or addition of any employees, being utilized by the Contractor to provide for the services as described in **Exhibit A**, as attached hereto. It will be the responsibility of the District representative to inform the Board of the District of such employment changes. The District also has the right to notify the Contractor of individuals who the District do not believe are performing the tasks

and responsibilities as outlined in the scope of service attached hereto. The Contractor will take whatever corrective action deemed necessary to correct the performance issue up to an including removal of the employee from the job.

(1) The District hereby designates Joe Roethke, District Manager or his designee to act as their representative.

(2) The Contractor agrees to meet with the District representative no less than one (1) time per month to survey the property to discuss conditions, schedules, and items of concern regarding this Agreement.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within a reasonable time frame.

5. COMPENSATION; TERM.

A. As compensation for services described in this Agreement, the District agree to pay the Contractor monthly payments of **One Thousand, Four Hundred Dollars (\$1,400.00)** for an annual total of **Sixteen Thousand Eight Hundred Dollars (\$16,800.00)**, unless terminated earlier in accordance with Section 13 below, or as may be adjusted as described in Section 5 B, below. Work shall commence on **July 1, 2020**, and shall renew annually unless terminated earlier in accordance with Section 13 below.

B. If the District should desire additional work or services not specifically priced in **Exhibit A** attached hereto, or to add additional amenities to be managed, the Contractor agrees to negotiate an effective rate at or below market rate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, or addenda to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. Additional services can be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the direction of the District. Fees for such additional services shall be as negotiated between the District and the Contractor.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment

Compensation contributions, and similar payroll deductions from the wages of employees.

- D.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which will be delivered to the District on or about the first of each month, for that current month. The District will remit payment of the invoice for the current month promptly.

6. INSURANCE.

- A.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.

- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

- (A)** Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

- (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- B.** The District, their staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

- C.** If the Contractor fails to have secured and maintained the required insurance, the District have the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that

required insurance and shall furnish, upon demand, all information that may be required in connection with the District' obtaining the required insurance.

7. INDEMNIFICATION.

- A.** Obligations under this section shall based on the limits established in Section 6 of this contract and shall include the payment of all settlements, judgements, 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.** Contractor agrees to indemnify and hold harmless the District and their officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District' limitations on liability contained in section 768.28, Florida Statutes, or other statute. Any subcontractor retained by the Contractor shall acknowledge the same in writing.

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all employees and all expenses related to such employees, including but not limited to payroll taxes, insurance, employee expenses such as mileage and cell phone reimbursement, along with any administration costs related to the employment of such employees, specifically assigned by the contractor to service this contract as outlined in "Exhibit A", attached hereto. In addition, the Contractor is solely responsible to pay for materials, equipment (rented and/or hired) and sub-contractors, the Contractor purchases or retains, for the sole and express purpose of their fulfillment of the contract in caring out the duties and scope of service as outlined in "Exhibit A", attached in order to perform under this Agreement. The Contractor shall keep the District' property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall

immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. 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 be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing their rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect their rights from interference by a third party to this Agreement.

11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of the Agreement, or as having in any way modified or waived the same.

12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing sixty (60) days written notice of termination to the District; provided, however, that upon a notice of termination for cause, the District shall be provided thirty (30) days to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The Contractor agrees that the District may terminate this Agreement immediately without cause by providing thirty (30) days written notice of termination to the Contractor. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

15. ASSIGNMENT. The Contractor may not assign this Agreement without the prior written approval of the District. The District may assign this Agreement with written approval of the Contractor which will not be unreasonably withheld.

- 16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
- 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- 18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor are 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, paralegal fees and costs for all efforts to enforce this agreement including trial, alternative dispute resolution, or appellate proceedings. Venue for any such proceedings shall be in Hillsborough County, Florida.
- 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.
- 20. 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.
- 21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- 22. 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:

If to the District:

Covington Park Community Development
District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to:

Brooks, Sheppard & Rocha PLLC
606 West Madison Street
Tampa, Florida 336029
Attn: Biff Craine

If to Contractor:

Access Residential Management, LLC
5728 Major Boulevard #307
Orlando, Florida 32819
Attn: Community Association Manager

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 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 shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- 23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and 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 the Contractor 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 the Contractor and their respective representatives, successors, and assigns.
- 24. 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.
- 25. EFFECTIVE DATE.** This Agreement shall be effective the year and date first written above, and shall remain in effect for a term of three (3) years unless terminated by either the District or the Contractor.
- 26. PUBLIC RECORDS.** District may inspect, copy and audit, upon twenty-four (24) hours prior notice, all or any part of the books and records of Contractor relating to the Work. Contractor shall keep full and detailed accounts, books and records as may be necessary for proper financial management under this Contract, which books and records shall be preserved by Contractor for a period of three (3) years after the final

payment by District. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such by the Contractor, in accordance with Florida law. As such, the Contractor must 1.) keep and maintain public records required by the District to perform the service; 2.) upon request by the District's Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3.) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4.) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or the Contractor must keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the Microsoft Word or in Adobe pdf format. Contractor acknowledges that the designated Public Record Custodian for the District is Rizzetta & Company.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (813) 533-2950, OR BY EMAIL AT AMONTAGNA@RIZZETTA.COM, OR BY REGULAR MAIL AT 9428 CAMDEN FIELD PARKWAY, RIVERVIEW, FLORIDA 33578.

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- 27. 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.
- 28. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- 29. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

Attest:

**COVINGTON PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

**ACCESS RESIDENTIAL
MANAGEMENT, LLC**
a Florida limited liability company

(Signature of Witness)

By: _____

Its: _____

(Print Name of Witness)

Date: _____

Exhibit A – Scope of Service