



Rizzetta & Company

Covington Park Community Development District

Board of Supervisors' Meeting September 28, 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	Taylor Nielsen	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

September 21, 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 September 28, 2020 at 6:00 p.m.** to be held via conference call pursuant to Governor DeSantis' Executive Order 20-179 (as extended by Executive Order 20-193). 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
 - B.** Presentation of Aquatics Report..... Tab 3
 - i. Consideration of Proposals for Aquatic Maintenance Tab 4
 - ii. Discussion Regarding Pond Fountains..... Tab 5
 - C.** District Counsel
 - D.** District Engineer
 - E.** Community Coordinator Report..... Tab 6
 - i. Discussion Regarding Employee Raises..... Tab 7
 - ii. Discussion Regarding Reopening Amenities
 - F.** District Manager
- 4. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of Board of Supervisors' Meeting held on August 24, 2020..... Tab 8
 - B.** Consideration of Operation & Maintenance Expenditures for July and August 2020..... Tab 9
- 5. BUSINESS ITEMS**
 - A.** Consideration of Proposals for Security Cameras..... Tab 10
 - B.** Consideration of Proposal for Renewal of Security Contract... Tab 11
 - C.** Consideration of Proposal for Pressure Washing..... Tab 12
 - D.** Consideration of Proposal from Seffner Rock and Gravel..... Tab 13
 - E.** Consideration of Resolution 2020-09, Appointing an Assistant Secretary..... Tab 14
 - F.** Consideration of Proposals for ADA Chairlift System..... Tab 15
 - G.** Consideration of Proposal for District's Insurance Renewal.... Tab 16
 - H.** Consideration of Proposals for Well Repairs..... Tab 17
 - I.** Consideration of Contract Renewal with Zebra Pool Cleaning...Tab 18
 - J.** Consideration of Proposal from Fast Signs.....Tab 19
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions please do not hesitate to contact us at (813) 933-5571.

Respectfully,

Taylor Nielsen

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 **Monday, August 24, 2020 at 6:09 p.m.** via conference call pursuant to Governor DeSantis' Executive Order 20-112 as extended by Executive Order 20-150.

Present via teleconference and constituting a quorum were:

Stephen Brown	Board Supervisor, Chairman
Scott Harrison	Board Supervisor, Vice Chairman
Tarlese Allen	Board Supervisor, Assistant Secretary
Dr. Ronald Blue	Board Supervisor, Assistant Secretary
Jennifer Van Haren	Board Supervisor, Assistant Secretary

Also present via teleconference were:

Justin Croom	District Manager, Rizzetta & Co., Inc.
Taylor Nielson	District Manager, Rizzetta & Co., Inc.
Biff Craine	District Counsel, Brooks, Sheppard & Rocha
Paula Means	Representative, LMP
Keith Remson	Representative, Remson Aquatics
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Mr. Croom called the meeting to order and conducted roll call confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments

Audience Comments were entertained regarding pond maintenance and a tree pushing up a sidewalk.

THIRD ORDER OF BUSINESS

Staff Reports

A. Field Manager Report

Mr. Croom presented and reviewed the Field Inspection Report dated August 7, 2020.

A discussion ensued regarding pond #22, tree trimming, Whiskey Sands shrubs proposal, weeds, dead bushes that need to be replaced and the mowing of grass into the ponds.

Mr. Croom presented the proposals from LMP. The Board approved the following proposals:

On a Motion by Mr. Harrison, seconded by Dr. Blue, with all in favor, the Board of Supervisors approved proposal #66996 for removal of dead pine trees (\$387.00), and proposal #66982 for removal of dead Hollies and replacement (\$715.00) for the Covington Park Community Development District.

B. Aquatics Report

Mr. Remson presented the Aquatics Report dated August 11, 2020.

The Board requested more information on pond #5. It was stated that pond #22 should be cleaned out and LMP needs to mow. It still has Brazilian Peppers. A discussion ensued regarding pond #3

The Board approved the following proposals from Remson Aquatics:

On a Motion by Dr. Blue, seconded by Ms. Allen, with four in favor and one opposed (Scott Harrison), the Board of Supervisors approved Remson Aquatics' proposal to dredge only pond #3 at a not-to-exceed cost of \$3,885.00 for the Covington Park Community Development District.

On a Motion by Dr. Blue, seconded by Ms. Allen, with four in favor and one opposed (Stephen Brown), the Board of Supervisors approved Remson Aquatics' proposal to remove the fountain in pond #3 and relocate it to another pond for the Covington Park Community Development District.

The Board tabled the Aquatic Maintenance Proposals from Sitex Aquatics, Steadfast Environmental, and Aquagenix.

The Board reviewed the proposal to clean weir #31.

On a Motion by Dr. Blue, seconded by Mr. Harrison, with all in favor, the Board of Supervisors approved Remson Aquatics' proposal to dredge weir #31 for the Covington Park Community Development District.

C. District Counsel

Mr. Craine gave the Board an update on the contracts for Remson Aquatics, Zebra Pool Cleaning, Bates Security, and LMP.

On a Motion by Dr. Blue, seconded by Ms. Allen, with all in favor, the Board of Supervisors authorized District Chairman to execute the Agreements once all changes are made and executed by the vendors for the Covington Park Community Development District.

D. District Engineer

Mr. Ellis was not present. The Board requested updates on the following items from District Engineer:

- Amenity Center Construction Updates
- Coordinate a call with Mike and District Engineer
- Revised Site Plans – give to District Engineer and respond to County
- Delays from Civil Engineer?

On a Motion by Dr. Blue, seconded by Ms. Allen, with all in favor, the Board of Supervisors approved Accurate Well Drilling's proposal for finishing well abandonment (\$8,061.04) for the Covington Park Community Development District.

A discussion ensued regarding the well abandonment.

On a Motion by Dr. Blue, seconded by Ms. Allen, with all in favor, the Board of Supervisors approved Construction Requisition #33 for \$1,137.50 without invoice details 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 proposals from EZ Mulch, Pro Performance, and Seffner Rock & Gravel.

On a Motion by Dr. Blue, seconded by Mr. Allen, with all in favor, the Board of Supervisors approved EZ Mulch's proposal for playground mulch (\$2,016.00) for the Covington Park Community Development District.

The Board tabled the pressure washing proposal from Pro Performance and the proposal from Seffner Rock & Gravel until next month.

A discussion ensued regarding increases for employees. Ms. Sobrito will provide a breakdown of cost.

F. District Manager

Mr. Croom noted that the next Board of Supervisors' regular meeting will be held on September 28, 2020 at 6:00 p.m.

The Board requested that some portion of the new amenities be named after Bill Irwin.

Mr. Croom discussed with the Board the appointment of Mr. Nielsen as their new District Manager.

FOURTH ORDER OF BUSINESS

Consideration of Revised Minutes of Board of Supervisors' Continued Meeting held on June 11, 2020

Mr. Croom presented the June 11, 2020 continued meeting minutes to the Board. There were no changes made to these meeting minutes.

On a Motion by Dr. Blue, seconded by Ms. Allen, with all in favor, the Board of Supervisors approved the revised minutes from the Board of Supervisors' meeting held June 11, 2020 as presented for the Covington Park Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Minutes of Board of Supervisors' Meeting held on July 27, 2020

Mr. Croom presented the July 27, 2020 meeting minutes to the Board. There were changes made to line 69 and line 157.

On a Motion by Dr. Blue, seconded by Mr. Harrison, with all in favor, the Board of Supervisors approved the minutes from the Board of Supervisors' meeting held July 27, 2020 as amended for the Covington Park Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of Operations & Maintenance Expenditures for June 2020

Mr. Croom presented the June 2020 Operation and Maintenance Expenditures.

On a Motion by Dr. Blue, seconded by Mr. Harrison, with all in favor, the Board of Supervisors ratified the Operations & Maintenance Expenditures for May 2020 (\$55,994.80) for the Covington Park Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Proposals for
Security Cameras**

Mr. Croom presented the proposals from Redwire, Envera, Securiteam and MHD for Security Cameras. A discussion ensued. A discussion ensued. The Board decided to table the proposals until their next meeting.

On a Motion by Ms. Allen, seconded by Dr. Blue, with all in favor, the Board of Supervisors ratified Series 2015 Requisition #CR 32 (Fieldstone - \$15,359.70) for the Covington Park Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Proposals for
Well Maintenance**

Mr. Croom presented the proposals from Tampa Well Drilling and Accurate Drilling Solutions for the District's Well Maintenance.

On a Motion by Dr. Blue, seconded by Mr. Brown, with all in favor, the Board of Supervisors approved Accurate Drilling Solutions proposal for Well Maintenance for the Covington Park Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Proposals for
Sidewalk and Bridge Repairs**

Mr. Croom presented the proposals from Construction Management Services, Parking Lot Services and The Handyman Company. A discussion ensued.

On a Motion by Dr. Blue, seconded by Mr. Brown, with all in favor, the Board of Supervisors approved Construction Management Services' proposal for sidewalk and bridge repairs (\$5,065.00) for the Covington Park Community Development District.

TENTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year
2020/2021 Final Budget**

Mr. Croom asked for a motion to open the public hearing.

On a Motion by Dr. Blue, seconded by Mr. Brown, followed by a vote of all in favor, the Board of Supervisors opened the Public Hearing on the Fiscal Year 2020/2021 Final Budget for Covington Park Community Development District.

Mr. Croom presented the fiscal year 2020/2021 final budget and reviewed it for the Board. A discussion ensued regarding various line items of the budget.

There were no audience comments put forth.

Mr. Croom asked for a motion to close the public hearing.

On a Motion by Mr. Harrison, seconded by Ms. Allen, followed by a vote of all in favor, the Board of Supervisors closed the Public Hearing on the Fiscal Year 2020/2021 Final Budget for Covington Park Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-06,
Adopting Fiscal Year 2020/2021 Final
Budget**

Mr. Croom presented Resolution 2020-06, Adopting Fiscal Year 2020/2021 Final Budget.

On a Motion by Dr. Blue, seconded by Ms. Allen, followed by a vote of all in favor, the Board of Supervisors approved Resolution 2020-06, Adopting Fiscal Year Final Budget (\$898,727.00) for Covington Park Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of Resolution 2020-07,
Imposing Special Assessments and
Certifying an Assessment Roll**

Mr. Croom presented Resolution 2020-07, Imposing Special Assessments and Certifying an Assessment Roll.

On a Motion by Dr. Blue, seconded by Ms. Allen, followed by a vote of all in favor, the Board of Supervisors approved Resolution 2020-07, Imposing Special Assessments and Certifying an Assessment Roll for Covington Park Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-08,
Setting the Meeting Schedule for Fiscal
Year 2020/2021**

Mr. Croom presented and reviewed Resolution 2020-08, Setting the Meeting Schedule for Fiscal Year 2020/2021. The Board meets the fourth Monday of the month.

On a Motion by Dr. Blue, seconded by Mr. Brown, followed by a vote of all in favor, the Board of Supervisors approved Resolution 2020-08, Setting the Meeting Schedule for Fiscal Year 2020/2021 as amended for Covington Park Community Development District.

FOURTEENTH ORDER OF BUSINESS

**Presentation of Egis
Insurance's Site Visit Notes**

Mr. Croom presented the site visit notes from Egis Insurance.

FIFTEENTH ORDER OF BUSINESS

Supervisor Requests

Mr. Croom asked if there were any Supervisor requests. Mr. Harrison requested that Oak Park be renamed to Irwin Park.

On a Motion by Dr. Harrison, seconded by Dr. Blue, followed by a vote of all in favor, the Board of Supervisors approved renaming Oak Park to Irwin Park in memorial of Bill Irwin for Covington Park Community Development District.

Mr. Brown requested that the additional information received in between meetings be sent to the Board.

SIXTEENTH ORDER OF BUSINESS

Adjournment

Mr. Croom 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 Dr. Blue, with all in favor, the Board of Supervisors adjourned the meeting at 9:26 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 July 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2020 through July 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$75,608.06**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2020 through July 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
A Bales Security Agency, Inc.	002416	37412	Security Patrol 06/07/20-06/20/20	\$ 660.00
A Bales Security Agency, Inc.	002432	37433	Security Patrol 06/21/20-07/04/20	\$ 660.00
A Bales Security Agency, Inc.	002445	37452	Security Patrol 07/5/20-07/18/20	\$ 660.00
ABM Building Services, LLC	002425	15235411	Maintenance Agreement 06/20	\$ 367.00
Access Residential Management LLC	002430	CPCDD-2020-07	Management Fee 07/20	\$ 1,400.00
Access Residential Management LLC	002430	CPCDD-2020-07-PR	Payroll 07/20	\$ 12,638.35
BOCC	002418	3434800000 06/20	7036 Monarch Park Drive 06/20	\$ 44.50
BOCC	002418	8825800000 06/20	7734 Covington Stone Avenue 06/20	\$ 13.59
BOCC	002433	Water Summary 06/20	BOCC Water Bill Summary - 06/20	\$ 778.16
Brooks, Sheppard & Rocha, PLLC	002420	1553	Professional Services Through 03/31/20	\$ 930.50
Brooks, Sheppard & Rocha, PLLC	002420	1558	Professional Services Through 04/30/20	\$ 108.00
Covington Park CDD - Debit Card	CD0906	CD0906	Debit Card Replenishment	\$ 350.42
Covington Park CDD - Debit Card	CD0905	CD0905	Debit Card Replenishment	\$ 477.77
Dewberry Engineers Inc	002422	1840866	Engineer Services Billed Though 05/29/20	\$ 4,275.00
Dewberry Engineers Inc	002438	1852627	Engineer Services 06/20	\$ 2,475.00
Digicom	002439	59833	Alarm Monitoring 07/01/20-09/30/20	\$ 135.00
Frontier Florida LLC	002440	112515-5 07/20	Fios Internet 07/20	\$ 161.82
Frontier Florida LLC	002423	121515-5	Fios Internet 07/20	\$ 189.07

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2020 through July 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Frontier Florida LLC	002423	121515-5 - 06/20-1	Fios Internet 06/20	\$ 177.41
Frontier Florida LLC	002446	121515-5 - 08/20	Fios Internet 08/20	\$ 177.13
Jennifer Van Haren	002429	JV062220	Board of Supervisors 06/22/20	\$ 200.00
Landscape Maintenance Professionals, Inc.	002447	153148	Landscape Maintenance 07/20	\$ 12,389.50
Landscape Maintenance Professionals, Inc.	002434	153541	Fertilizer 06/20	\$ 4,520.00
Landscape Maintenance Professionals, Inc.	002434	153542	Pest Control 06/20	\$ 390.00
Landscape Maintenance Professionals, Inc.	002434	153583	Tree Removal - Dead Pine 07/20	\$ 200.00
Landscape Maintenance Professionals, Inc.	002434	153584	Tree Removal - Dead Pine 07/20	\$ 200.00
Landscape Maintenance Professionals, Inc.	002434	153585	Tree Removal - Dead Palm 07/20	\$ 285.00
Landscape Maintenance Professionals, Inc.	002434	153586	Tree Removal - Dead Pine 07/20	\$ 296.25
Landscape Maintenance Professionals, Inc.	002434	153587	Tree Removal - Dead Pine 07/20	\$ 400.00
Landscape Maintenance Professionals, Inc.	002434	153614	Irrigation Repairs - Zone 23 07/20	\$ 55.00
Landscape Maintenance Professionals, Inc.	002447	153750	Tree Trim/Prune 06/20	\$ 2,425.50
Landscape Maintenance Professionals, Inc.	002447	153810	Sod Installation 07/20	\$ 259.20
Lenox Millennial Cleaning, LLC	002431	10074	Clubhouse Cleaning 07/20	\$ 425.00
Mobile Helpdesk, Inc. dba MHD Communications	002441	20952	Quarterly Off Site Backup 07/20-09/20	\$ 75.00
Office Depot Credit Plan	002442	568510096415 06/20	Clubhouse Office/Janitor Supplies 06/20	\$ 152.47
Pro Performance Pressure Washing & Fleet	002443	PRO-6740	Pressure Washing Sidewalks	\$ 6,977.00

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2020 through July 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Remson Aquatics, LLC	002448	112739	Lake Maintenance 07/20	\$ 2,915.00
Remson Aquatics, LLC	002435	112742	Weir Cleaning 06/20	\$ 3,265.00
Republic Services # 696	002427	0696-000883360	6806 Covington Garden Dr 07/20	\$ 347.23
Republic Services # 696	002449	0696-000890054 08/20	6806 Covington Garden Dr 08/20	\$ 347.23
Rizzetta & Company, Inc.	002426	INV0000050769	District Management Fees 07/20	\$ 6,812.50
Rizzetta Technology Services, LLC.	002428	INV0000006012	Email/Website Hosting Services 07/20	\$ 190.00
Ronald W Blue	002419	RB062220	Board of Supervisors 06/22/20	\$ 200.00
Scott Harrison	002424	SH062220	Board of Supervisors 06/22/20	\$ 200.00
Sprint	002444	536265800-125	Board Member and Staff Cell Phones 06/20	\$ 170.52
Stephen J Brown	002421	SB062220	Board of Supervisors 06/22/20	\$ 200.00
Tarlese Allen	002417	TA062220	Board of Supervisors 06/22/20	\$ 200.00
TECO	002436	211015064275 - 06/20	7411 Surrey Pines Dr 06/20	\$ 198.58
TECO	002436	211015064382 - 06/20	7574 Oxford Garden 06/20	\$ 43.15
TECO	002437	311000010158 06/20	Summary Bill 06/20	\$ 3,686.21
Zebra Cleaning Team, Inc.	002450	4063	Pool Cleaning 07/20	\$ <u>904.00</u>
Report Total				\$ <u>75,608.06</u>

SEPERATION PAGE

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures August 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2020 through August 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$64,216.90**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2020 through August 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
A Bales Security Agency, Inc.	002461	37472	Security Patrol 07/19/20-08/01/20	\$ 660.00
ABM Building Services, LLC	002456	15321278	Maintenance Agreement 07/20	\$ 367.00
Access Residential Management LLC	002462	CPCDD-2020-08	Management Fee 08/20	\$ 1,400.00
Access Residential Management LLC	002462	CPCDD-2020-08-PR	Payroll 08/20	\$ 18,983.72
BOCC	002451	3434800000 07/20	7036 Monarch Park Drive 07/20	\$ 81.50
BOCC	002451	8825800000 07/20	7734 Covington Stone Avenue 07/20	\$ 13.59
BOCC	002463	Water Summary 07/20	BOCC Water Bill Summary - 07/20	\$ 812.97
Covington Park CDD - Debit Card	CD0909	Debit Card Replenishment	Debit Card Replenishment	\$ 762.60
Covington Park CDD - Debit Card	CD0908	Debit Card Replenishment	Debit Card Replenishment	\$ 882.66
Dewberry Engineers Inc	002474	1863762	Engineer Services 07/20	\$ 4,980.00
FireMaster	002470	0000763452	Annual Fire Extinguisher Maint 07/20	\$ 56.00
Frontier Florida LLC	002475	112515-5 09/20	Fios Internet 09/20	\$ 161.82
Home Depot Credit Services	002464	322531918559 07/20	Clubhouse Office/Janitor Supplies 07/20	\$ 143.85

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2020 through August 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Jennifer Van Haren	002460	JV072720	Board of Supervisors 07/27/20	\$ 200.00
Landscape Maintenance Professionals, Inc.	002455	153867	Tree Trim/Prune 07/20	\$ 1,282.50
Landscape Maintenance Professionals, Inc.	002455	153868	Tree Trim/Prune 07/20	\$ 175.00
Landscape Maintenance Professionals, Inc.	002476	153898	Landscape Maintenance 08/20	\$ 12,389.50
Landscape Maintenance Professionals, Inc.	002465	154231	Tree Removal 07/20	\$ 110.00
Landscape Maintenance Professionals, Inc.	002471	154236	Pest Control 07/20	\$ 400.00
Landscape Maintenance Professionals, Inc.	002465	154261	Summer Annuals 08/20	\$ 4,050.00
Landscape Maintenance Professionals, Inc.	002471	154336	Tree Removal 08/20	\$ 200.00
Landscape Maintenance Professionals, Inc.	002471	154337	Palm Tree Sample & Analysis 08/20	\$ 250.00
Landscape Maintenance Professionals, Inc.	002471	154358	Irrigation Repairs 08/20	\$ 315.00
Landscape Maintenance Professionals, Inc.	002476	154420	Tree Removal 08/20	\$ 200.20
Lenox Millennial Cleaning, LLC	002466	10082	Clubhouse Cleaning 08/20	\$ 425.00
Mobile Helpdesk, Inc. dba MHD Communications	002467	21123	Computer Service 07/20	\$ 33.75

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2020 through August 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Mobile Helpdesk, Inc. dba MHD Communications	002467	21124	Computer Service 07/20	\$ 270.00
Mobile Helpdesk, Inc. dba MHD Communications	002467	21200	Gate Lock 07/20	\$ 677.00
Mobile Helpdesk, Inc. dba MHD Communications	002467	21201	Access Badge 07/20	\$ 33.75
Office Depot Credit Plan	002472	568510096415 07/20	Clubhouse Office/Janitor Supplies 07/20	\$ 179.17
Rizzetta & Company, Inc.	002457	INV0000051780	District Management Fees 08/20	\$ 6,812.50
Rizzetta Technology Services, LLC.	002458	INV0000006113	Email/Website Hosting Services 08/20	\$ 190.00
Ronald W Blue	002452	RB072720	Board of Supervisors 07/27/20	\$ 200.00
Scott Harrison	002454	SH072720	Board of Supervisors 07/27/20	\$ 200.00
Sprint	002477	536265800-126	Board Member and Staff Cell Phones 07/20	\$ 170.52
Stephen J Brown	002453	SB072720	Board of Supervisors 07/27/20	\$ 200.00
Tampa Well Drilling Inc.	002459	13641	Well Repairs 07/20	\$ 1,103.90
TECO	002473	211015064275 - 07/20	7411 Surrey Pines Dr 07/20	\$ 190.91
TECO	002473	211015064382 - 07/20	7574 Oxford Garden 07/20	\$ 47.73

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2020 through August 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	002469	311000010158 07/20	Summary Bill 07/20	\$ 3,738.99
Times Publishing Company	002468	0000089919 07/29/20	Legal Advertising 07/20	<u>\$ 865.77</u>
Report Total				<u>\$ 64,216.90</u>

Tab 11

**CONTRACT BETWEEN A BALES SECURITY AGENCY, INC.,
AND
COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT
FOR SECURITY SERVICES**

This Agreement between the parties hereto (the "Contract" or the "Agreement") is made and entered into this 1st day of September 2020, for security services 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, with a mailing address is 9428 Camden Field Parkway, Riverview, Florida 33578 ("District"), and

A Bales Security Agency, Inc., a Florida corporation, with a principal address of 625 East Twiggs Street Suite 101, Tampa, Florida 33602 ("Contractor").

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Hillsborough County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, and other infrastructure; and

WHEREAS, the District desires to enter into an agreement with the Contractor to provide security services; and

WHEREAS, the District wishes to contract with the Contractor to provide security services as directed to include monitoring property for a variety of site-specific violations such as Trespassing, Vandalism and Theft. Officers will be well trained and dressed in identifying uniforms. On-site dedicated hours will be scheduled by the District.

WHEREAS, Contractor, who submitted the proposal attached hereto as **Exhibit A** ("Scope of Services") and incorporated by reference herein, represents that it has the skills, knowledge and ability to provide such operation and management services to the District in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the District and Contractor (collectively, referred to as the "Parties"), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

Section 2. Contractor's Obligation. The Contractor will provide additional security services within the boundaries of the District as directed. Specifically, Contractor shall provide the services at rates provided in **Exhibit A**. Services include monitoring property for a variety of site-specific

violations such as Trespassing, Vandalism and Theft. Contractor shall perform such work at the direction of the District and invoice the District. Contractor shall provide all labor and equipment necessary for such service unless otherwise identified in **Exhibit A**.

Section 3. Terms, Billing and Payment. Contractor shall invoice the District for services provided of an unarmed Class 'D' Security Officer at an hourly rate of \$16.50 per hour with a four (4) hour minimum per officer (the "Regular Rate"). For hours worked by any one guard over 8 hours per day or 40 hours per week, 1.5 times the Regular Rate shall be charged. For hours worked for Extra Services (the Extra Services Rate" defined as services provided outside of regularly scheduled services on an established or amended schedule), the rate charged shall be 1.5 times the Regular Rate. A Holiday Rate of 1.5 times the Regular Rate shall be charged for the following Holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No other conditions shall affect the agreed Regular Rate. Invoicing for services shall be presented to the District for payment pursuant to the terms of the Agreement in the manner outlined in this Agreement. The District shall provide payment within thirty (30) days of receipt of invoices.

Section 4. Care of the Property. In performing their duties pursuant to this Agreement, Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within twenty-four (24) hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages.

Section 5. Independent Contractor. Contractor and District agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District.

Section 6. Cancellation. The District may terminate the services described in this Agreement without cause upon thirty (30) days written notice. The District shall also have the right to cancel this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to cancel this Agreement upon sixty (60) days written notice to the District. In the event either party cancels this Agreement, Contractor agrees to accept the balance due and owing to them at the effective date of cancellation for the work performed up to that date.

Section 7. Entire Agreement. This instrument shall constitute an Agreement to the final and complete expression of the Agreement between the parties relating to the subject matter of this Agreement. To the extent that anything contained within **Exhibit A** conflicts with anything contained within this Agreement, this Agreement shall control.

Section 8. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

Section 9. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 10. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail,

postage prepaid, to the parties, as follows:

- a. If to Contractor: A Bales Security Agency, Inc.
625 East Twiggs Street Suite 101
Tampa, Florida 33602
Attn: Paul Clark General Manager
 - b. If to District: Covington Park Community Development District
9428 Camden Field Parkway
Riverview, Florida 33578
Attn: District Manager
- With a copy to: Brooks, Sheppard & Rocha PLLC
606 West Madison Street
Tampa, Florida 33602
Attn: Biff Craine, District Counsel

Section 11. Assignment. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. The Contractor agrees that any assignment by the Contractor attempted to be entered into without the written approval of the District shall be invalid and unenforceable.

Section 12. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida, with venue for any disputes to be in Hillsborough County.

Section 13. Compliance with Public Records Laws. 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) 933-5571, OR BY EMAIL AT BRADCLIFF@RIZZETTA.COM, OR BY REGULAR MAIL AT 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33625.

Section 14. Effective Date and Term. This Agreement shall become effective as of September 1, 2020, and remain in effect until August 31, 2021. The District in their sole discretion may elect to renew this Agreement for two additional one year terms, through August 31, 2023, under the same terms and conditions herein.

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

ATTEST:

Covington Park Community Development District

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

A Bales Security Agency, Inc., a Florida corporation



By: PAUL CLARK

Title: GENERAL MANAGER

BALES SECURITY

INVESTIGATIONS
SECURITY GUARDS [ARMED & UNARMED]
PATROL SERVICES
- BUSINESS & HOME
SECURITY CONSULTING
PROCESS SERVICES
EMPLOYEE Screenings
POLYGRAPH EXAMINATIONS
Lic. Nos. A2200389/B2300095
WWW.BALESSECURITY.COM

A BALES SECURITY AGENCY, INC.
OPERATIONS CENTER
9700 DR. MARTIN LUTHER KING JR. ST. N.
Smm202
ST. PETERSBURG, FLORIDA 33702
TELEPHONE (727) 592-9101
HILLSBOROUGH COUNTY
TELEPHONE (813) 314-9101
FACSIMILE (813) 314-9102
TOLL FREE (800) ALL-SECURE

SECURITY GUARD SERVICES AGREEMENT

CLIENT

Name: Covington Park			Mailing Address: 6806 Covington Garden Drive Apollo Beach, FL		
Phone No: (813) 672- 9423		Fax No:		Website:	
Billing Email: GCox@rizzetta.com		Billing Address: 3434 Colwell Avenue Tampa, FL 33614			
CLIENT REPRESENTATIVE					
Name: Greg Cox		Mobile No: (813) 933--5571-		Email: gcox@rizzetta.com	
Additional Contact Name: Jennifer Van Haren		Phone No: (813) 672-9423		Email: jencovingtonoarkcdd@yahoo.com	

A Bales Security Agency, Inc. (d/b/a Bales Security) and the above referenced Client ("Client") enter into this Security Guard Services Agreement (this "Agreement") for the following described services (the "Services") by Bales Security pursuant to the following terms and conditions including the provisions of the below General Terms and Conditions, which include the front and back of this Agreement and incorporated herein for all purposes:

- A. **Location of Services**
Physical Address: 6806 Covington Garden Drive Apollo beach Florida
- B. **Services:** Security Services are provided to assist Client in protecting physical property only and exclude protecting persons and personal property.
1. **Security Guards-Un-armed:** Fees: \$16.50 per hour (per guard) Reminder that one and a half (1 1/2) times the regular hourly rate for all hours that Client requires any one guard to work over 8 hours per day or 40 hours per week. (Sales tax additional); Additionally, seven holiday will be [one and a half (1 1/2) times the regular hourly rate: These Holidays are as follow: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas.
2. **Times of Services:** from 5:00pm to 10:00pm each scheduled day; Number of guards per shift will be one (1).
Days of Services each week: will be on site Friday, Saturday, and Sunday locked in with two days between Monday and Thursday staggered each week for two days. 25 hours weekly will be agreement unless changed by the client for future services, and or extended hours.
Type of Uniform: Standard Blue Shirt, Black Pants, Black shoes, Black Belt, and the officer will be professionally dressed to represent our client well.
3. **Additional Item:** No extra items.
4. **Yes Client is Tax Exempt:** If your business is taxed exempt, we will require the official [Customer's Certificate of exemption]-DR-14 (R.04/05) issued by the State of Florida.
- C. **Payment Schedule:** Payments will be every two weeks, (invoiced Sunday to Saturday for period of two weeks total, each time service is provided)
The Due Date: Payment due in Bales Security's office within five (5) days of the invoice due date.
- D. **Payment Options:** Checks by mail into Bales Security to Operational address as above on this Agreement.
- E. **Estimated Two-Week Payment will be \$825.00 and request that they are to be paid timely.** (Equal to amount charged each Invoicing Cycle)
- F. **Period of Services:** from 9-1-2020 to 9-1-2021. During the Period of Services, either party may terminate this Agreement in accordance with section 6.
- Cancellation.
- G. **Special Instructions:** See Attachment "A" NONE B. NONE (check one)
By executing below, Client specifically agrees to be bound by this Agreement including the provisions of the General Terms and Conditions, which are set out below and on the back of this Agreement and incorporated herein for all purposes. This Agreement will be effective upon Bales Security's receipt of the fully executed copy of this Agreement and the initial payment addressed above, and final acceptance and signature by the Manager of Bales Security.

CLIENT

By: _____
Its: _____
Date: _____

A BALES SECURITY AGENCY, INC

By: _____
Its: _____
Date: _____

A BALES SECURITY AGENCY, INC

By: PAUL CLACK
Its: GENERAL MANAGER
Date: 9/1/2020

General Terms and Conditions for Security Guard Services Agreement

The following terms and conditions are incorporated into and form an integral part of this Agreement for all purpose.

A handwritten signature in blue ink, consisting of a stylized 'P' with a horizontal line through it.

I. Services Provided- Accuracy and Use of Information: Confidentiality

A. Bales Security will perform security guard services requested by Client with the reasonable degree of skill and care of a duly licensed security guard agency in Florida and will perform private investigation services requested by Client with the reasonable degree of skill and care of a duly licensed private investigation agency in Florida. Except as specifically provided above, Bales Security specifically disclaims all representations and warranties, expressed or implied, related to the Services. In particular, but without limitation, Bales Security guard services are an attempt to assist Client in protecting Client's physical property only. The primary technique used is the deterrent effect of having a uniformed Bales Security employee at Client's property during the times and dates specified in this Agreement. Client understands and agrees that Bales Security was not hired to protect persons, residents, patrons, employees, invitees, guests, vendors, or other persons on Client's property or the personal property of any such person. If a Bales Security employee observes a crime in progress or a suspicious individual on or near Client's property, Client agrees that the employee, in his/her sole discretion, may decide whether to (i) intervene in an attempt to prevent a crime, (ii) call the "911" emergency number, (iii) take other action, or (iv) take no action. Client agrees and understands that Bales Security is under no obligation to intervene to prevent or stop a crime, whether against a person or property. Client is required to instruct its employees to immediately call the "911" emergency number in the event of any concerns for their personal health or safety, the health or safety of others, the protection of any property, or any other type of emergency. Further, Client understands and agrees that Bales Security does not and cannot guarantee the safety and/or security of any persons or property. Further, the observations from any security survey that is requested by Client will be based on the information available at that time. Client understands and agrees that it is not possible to identify, predict, or prevent all crime risks. Any report is advisory and is not intended to identify all security weaknesses or to warrant the adequacy of present and future crime prevention measures, whether or not recommended. Bales Security shall not be responsible or have any liability for any actual or alleged deficiencies in any observations or comments and/or the completeness of any observations or comments provided including, but not limited to, whether or not any measures are taken. Client shall defend, indemnify, and hold harmless Bales Security and its shareholders, officers, employees, contractors, subcontractors, suppliers, agents, and representatives (collectively, "Bales Security Representatives") from all claims, damages, losses, costs, and expenses, including attorneys' fees and costs of litigation, suffered and/or incurred by Bales Security and/or any Bales Security Representative in connection with or arising out of claims from Client or any other person being injured, physically harmed, or killed (collectively referred to as "harmed") during the course of Bales Security providing services under this Agreement, unless and only to the extent that such harm results from the intentional misconduct of a Bales Security Representative. Any property damages caused by the actions of a Bales Security Representative while at Client's location will be the responsibility of Client, unless and only to the extent due to the intentional misconduct of such representative. Client agrees to pay the expenses of any doctor, dental, or other medical or emergency treatment for any injuries or harm which a Bales Security Representative suffers as a result of or in the course of providing security services for Client or its property.

B. Client, Property Management, residents, and all others on the property understand and agree and will make all aware that activities, actions, and/or inactions relating to any pool/water/pond areas of the facility/site are specifically excluded from any security services provided by Bales Security pursuant to this Agreement. Bales Security services will not include any responsibilities or duties as to the pool/water/pond areas, including, but not limited to, lifesaving responsibilities in these areas. Client, Property Management, residents, and all others on the property understand and agree and will make all aware that persons utilizing the pool/water/pond areas do so at their own risk and are not being monitored by Bales Security.

C. The parties agree that the Services to be provided by Bales Security may result in: written reports, recorded statements, documents, photographic, video, audio, and related materials and information. Bales Security will exercise professionally reasonable efforts to perform the Services and deliver all information requested by Client in a timely manner, but will have no obligation or liability to Client for any delay or failure to provide the Services or information under this Agreement so long as Bales Security has expended professionally reasonable efforts in its performance under this Agreement. Client acknowledges that Bales Security makes no guarantees regarding the services or information obtained, and that all reports made by or on behalf of Bales Security are the opinion of Bales Security based on information known at that time. Bales Security and Client shall respectively exercise their best efforts to furnish to the other accurate information concerning Client's needs and the services to be provided by Bales Security. Neither party nor its shareholders, officers, employees, contractors, subcontractors, suppliers, agents, or representatives, shall be liable to the other for any claim, injury, or damage resulting from the inaccuracy or incompleteness of any information furnished in good faith. Further, Client agrees that it is retaining Bales Security only for lawful purposes and all information provided Client under this Agreement by Bales Security will be used by Client only for legal purposes under applicable federal, state, and local law and that Bales Security shall have no liability, directly or indirectly, for the use or misuse of the information by Client. Client agrees that in no event will Bales Security personnel be requested or required to perform any duties that are improper, illegal, immoral, or that will place such personnel at risk of bodily harm.

D. Bales Security will retain information resulting from the Services for a period of one year and will not disseminate or release any material to third parties unless authorized by Client or required by law or court order. All reports, information, tapes, or documents provided to Client are agreed to be confidential. Client agrees to restrict the dissemination of the information to only third parties with a legitimate need to know or those authorized by law. Client shall indemnify, defend, and hold harmless Bales Security and Bales Security Representatives from all claims, damages, losses, costs, and expenses, including attorneys' fees and costs of litigation, suffered and/or incurred by Bales Security and/or Bales Security Representatives in connection with or arising out of claims by any person or entity based on the use, misuse, and/or disclosure by Client of information provided to Client by Bales Security. Client agrees to provide immediate written or verbal notice of any legal or civil proceedings in which the investigative findings or security services of Bales Security, or any portion thereof, are of material issue. Client has been advised, understands, and agrees that Bales Security may image and electronically file all documents (collectively, the "Imaged Documents") and destroy the originals of the Imaged Documents, including all original signatures on those documents. Client authorizes Bales Security to take this action, and understands and agrees that, as a result, neither the original documents, nor any of the original signatures on such documents, will remain available to Client or Bales Security for any purpose including, but not limited to, use in any legal proceeding arising out of or relating to the documents, or any security services matter (a "Proceeding"). Client knowingly, willingly, and expressly: (i) waives all rights relating to, and (ii) agrees, based on Bales Security's reliance on, among other things, Client's agreements and authorizations, that Client is estopped from asserting any claim, defense, or objection, whether evidentiary or otherwise, arising out of or related to the imaging and destruction of original documents and all original signatures on such documents, including, without limitation, any

claim, defense, or objection arising out of or related to Bales Security introducing and/or court accepting, into evidence in any Proceeding copies of Imaged documents, including all imaged signatures, in place of original documents.

II. Fees and Costs for Services

A. **Fees:** Client is responsible for all fees for the Services provided and all costs incurred by Bales Security in providing the Services. Bales Security's fees are based on the hourly rates of the security guard, investigator, and/or other members of the professional staff of Bales Security that are involved in providing the Services for Client. The schedule of hourly rates is set forth in this Agreement. The fee schedule is subject to revision semi-annually with changes, if any, effective July 1 and January 1. Unless otherwise agreed to in writing, Bales Security is to be paid the hourly rates specified in this Agreement for each hour of investigator or security guard service provided. At the beginning of a project, it may not be possible to accurately estimate the time and expenses that may be required for the project. However, Bales Security will endeavor to schedule time economically and to confine efforts to those tasks, which, in Bales Security's opinion, are necessary to provide the Services efficiently and effectively. These fees are not to be revealed to or discussed with the Bales Security employees, Client employees, or any other person at any time. Working hours for security services will be scheduled to meet Client's needs any time during each 24 hour period. Client agrees to pay Bales Security one and a half (1 ½) times the regular hourly rate specified in this Agreement for all hours that Client requires any one guard to work over 8 hours per day or 40 hours per week. Additionally, Client agrees to pay Bales Security one and a half (1 ½) times the regular hourly rate for all hours worked on the following holidays: New Years Day, Memorial Day, Easter, July 4, Labor Day, Thanksgiving Day, and Christmas Day. Applicable sales tax is additional to fees charged. Client agrees that during the term of this Agreement and for a period of one year after the termination of this Agreement (which provision will survive the termination of this Agreement), Client (i) will not solicit, divert, or hire away; (ii) attempt to solicit, divert, or hire away, or (iii) have any other person or entity solicit, divert, or hire away, any person employed or engaged by Bales Security as an employee, independent contractor, officer, director, executive, or other agent for the purpose of causing such person to leave his or her employment with Bales Security. In the event Client attempts to or does solicit, divert, or hire away any such person, Client agrees to pay Bales Security as liquidated damages for such breach, and not as a penalty, an amount equal to the employee's full time compensation for three months based on a forty hour work week.

B. **Costs:** In addition to payment of the fees for services, Client is responsible for reimbursing Bales Security for all out-of-pocket costs and expenses incurred in providing the Services. Chargeable costs include, but are not limited to, expenses, disbursements, and associated administrative charges for mileage; document duplication; telefacsimiles; long distance telephone calls; cellular telephone calls; computer searches; and reimbursement for taxes; travel; computer research fees; registration fees; postage charges; overnight delivery charges; courier and messenger charges; and other extraordinary costs necessitated by the time constraints associated with the Services. Client may request from Bales Security a *copy* of chargeable costs at any time.

C. **Invoices:** Bales Security invoices generally, will be prepared and mailed in advance of the month in which services are to be rendered and costs advanced. The invoice will be mailed to Client at the above billing email address or billing address, unless Client advises Bales Security otherwise in writing. Client shall make payment in Bales Security's office within five (5) days after the invoice date. Furthermore, time is of the essence and if Client, for any reason, fails to pay Bales Security's fees or costs due pursuant to this Agreement, in a timely manner, Client hereby consents to Bales Security suspending or terminating the performance of Services until payment is current. Bales Security may suspend or terminate its services upon forty-eight (48) hours written notice for non-payment by Client of Bales Security's fees and/or costs.

D. **Initial Payment:** The initial payment and all invoices are equal to the amount due each payment schedule. Services are paid in advance and the initial payment must be paid before services begin.

E. **Late Payments:** Bales Security may assess a monthly service charge for late payments. This charge is assessed on the last day of each month against all fees and costs unpaid at the end of the month. The monthly service charge is equal to one and a half percent (1.5%) i.e., per month of the amount that remains overdue. In no event will the interest charge be greater than that permitted by any applicable law. Client agrees to pay a \$50.00 service charge for checks returned for any reason, including insufficient funds. The prevailing party in any legal proceeding for recovery of fees and costs shall be entitled to recover all costs, and reasonable attorneys' and paralegals' fees, whether before or after a lawsuit is filed, or during pretrial, trial, appeal, bankruptcy, and judgment execution proceeding.

F. Client understands that if this Agreement is terminated, Client shall remain responsible for all fees and costs/expenses incurred prior to the date of termination. In the event of termination by Client, Client shall be responsible for any out of pocket expenses incurred by Bales Security as a result of such termination such as, but not limited to, equipment rental and subcontract termination fees, relocation expenses, etc.

III. Insurance and Uabi/J" Limitations

A. Bales security agrees to place and maintain in effect general liability insurance to provide commercially reasonable coverage for recognized liabilities associated with personal injury and property damage that may result from its business operations. A copy of such insurance will be provided upon request. The parties agree that the liability of Bales Security and Bales Security Representatives shall be limited to claims, damage, destruction, loss, and/or injury or death caused solely by the negligent acts or omissions, willful misconduct, or breach of this Agreement by Bales Security and/or Bales Security Representatives and, further, except to the extent of potential recoveries under the insurance policies carried by Bales Security, the liability of Bales Security to Client shall not exceed the amount of current project fees paid by Client to Bales Security under this Agreement. In no event, will Bales Security be liable for any incidental or consequential damages, however arising. If Client requests to be a certificate holder or other additions to Bales Security's insurance policy, Client will be responsible to pay in advance the cost associated with any such request. If Client requests that Bales Security obtain higher limits of liability insurance, Client will notify Bales Security in writing. Upon receipt of such notification, Bales Security will put in place higher limits of liability insurance, if commercially available, for Client's project upon Client's payment of the additional costs, including premiums, associated within such additional coverage.

IV. Miscellaneous

A. **Bales Security** is an independent contractor and shall not be deemed an employee, agent, or partner in any manner, of Client. Client shall not have the authority to make any commitment binding upon Bales Security without its prior written consent. Furthermore, Bales Security is not legally affiliated with any investigation agency, security guard agency, law firm, or other business. Bales Security does from time to time enter into project-specific business relationships with law firms to perform various investigative and/or security services for those firms and on behalf of the law firm clients. Client understands and agrees that the contractual relationship between Client and Bales Security under this Agreement is separate from any relationship that Client may have with any attorney or law firm. Bales Security's relationship with Client will not have the protections of the attorney-client privilege, unless the privilege arises through Bales Security being hired by an attorney on behalf of an attorney's client or other basis permitted by law.

B. Client understands that all communications between the parties are important and agrees that it will immediately advise Bales Security in writing of any change in Client representative, telephone number(s), email addresses, or mailing addresses provided above. Client's representative has full authority and capacity to act and enter into agreements on behalf of Client. Client agrees that Bales Security may use the above address for all communications with Client, as well as other methods of communication, until otherwise notified in writing.

C. The parties agree that in the event of dispute personal jurisdiction over them may be properly exercised in, and that exclusive venue for any action arising out of or related to this Agreement shall be in, the Circuit Court of Hillsborough County, Florida, and Client waives any

defenses to such venue. Florida law shall govern the validity, construction, and enforcement of this Agreement, and the remedies available for its breach.

EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

D. The parties agree that if a court of competent jurisdiction determines that any provision of this Agreement is unenforceable or too broad or extensive to permit enforcement to its full extent, then it is the intent of the parties that any such provision shall be enforced to the maximum extent permitted by Florida law. The parties also agree that a judicial determination regarding the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall continue to be given full force and effect.

E. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives; provided, however, that the rights, duties, and obligations of Client under this Agreement are personal and cannot be delegated, assigned, or otherwise transferred by Client without the prior written consent of Bales Security. Any failure by either party to comply with any provision of this Agreement may be waived, but only if such waiver is in writing and signed by the other party. Any failure to insist upon or enforce compliance with any provision of this Agreement shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. Facsimiles, electronic copies, and/or other copies of this Agreement and all signatures thereon shall be considered original for all purposes. Descriptive headings are for convenience only and shall not affect the meaning or construction of any provision of this Agreement. Whenever the context of this Agreement shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter, and vice versa. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor or assignee), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies. This Agreement and the instruments delivered in connection herewith may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one valid and binding instrument.

F. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if hand delivered, sent (with written receipt required) by a nationally recognized overnight carrier, or sent by registered or certified U.S. Mail, return receipt requested, to Client or Bales Security at their respective addresses set forth above.

G. This Agreement and duly executed amendments that may be executed after the date of this Agreement constitute the entire understanding between the parties with respect to the subject matter of this Agreement and supersede any prior discussions, representations, or agreements relating to the subject matter of this Agreement, whether such representations or agreements were oral, written, express, or implied. This Agreement may not be modified orally or otherwise than by written instrument executed on behalf of each party by a duly authorized representative of such party. Bales Security and Client are at times referred to individually as a "party" and collectively as the "parties" for convenience.

H. This Agreement shall not be construed more strictly against Bales Security simply because it was the party substantially responsible for its preparation. Client acknowledges and agrees that he or she has read and fully understands all of the provisions of this Agreement and has been provided with adequate opportunity to review this Agreement with his or her own legal counsel.

End of General Terms and Conditions for Security Guard Services Agreement



Tab 12



Pressure Washing Proposal Package

COPY RIGHT 2017/2020

Pro Performance Pressure Washing and Fleet Washing LLC.

235 Apollo Beach Blvd., Suite 302

Apollo Beach, FL 33572

Office Cell: (813) 477-4507

Office: (941) 755-3485

E-Mail: performancepressurewashing@gmail.com

Website: www.performancepressurewashing.com

****PLEASE NOTE:** This proposal contains proprietary information intended solely for the individual or entity to whom it is addressed and may NOT be shared or posted publicly without Pro Performance permission.

Introduction

Pro Performance Pressure Washing and Fleet Washing LLC, (commonly referred to as Pro Performance), is a family owned and operated business. Pro Performance has over 20 years of experience specializing in exterior maintenance of residential and commercial buildings such as: HOAs, county schools and other government buildings. While Pro Performance is based out of Apollo Beach FL, our service area covers the Florida and Georgia region.

Insurance

Pro Performance carries Worker's Compensation Exemption forms, General Liability and Commercial Auto insurance. Please note your HOA/PROPERTY will be added to our COI once work has been approved

Specification and Pricing

All costs are based and calculated by using linear or square footage of the area that needs to be cleaned. A detailed itemized cost proposal is included in this packet of the proposal. This proposal is being submitted as one complete document please do not separate the itemized cost of The Proposal when presented to HOA board members or decision-makers and approving this proposal

Equipment

Pro Performance's industrial equipment consists of (3) Commercial trucks and (1) 8x35 foot Gooseneck trailer. The trailer is equipped with a 1350-gallon water tank. Each truck is equipped with 1050-gallon water tanks, 2 Honda 24HP, and 9 gpm pressure washers. The pressure washers can be run separately or as on unit for 18 gpm and have the capability to be connected to a hot water heater. Additionally, the trucks are equipped with hydrant meters and air compressors with diaphragm pumps to effectively clean any structure.

Cleaning Methods

Pro Performance Pressure Washing specializes in non-pressure roof cleaning (including tile and shingles), exterior building soft washing, PVC and wood fence cleaning and exterior brick boundary walls in HOA communities.

Pro Performance uses the state-of-the-art equipment and cleaning agents. Our highly-skilled technicians will apply the measured amount of cleaning agent based on the size of the structure. Our cleaning agents will break down and remove any contaminants such as mold, mildew and algae without damaging the surface. Our cleaning methods and detergents will effectively restore stucco, brick, hard plank, vinyl, aluminum, and more back to its original beauty.



Concrete surfaces such as sidewalks, curbing, street gutters and off-road cleaning, in remote locations, are cleaned with a custom-built, self-propelled Green Machine 2.0 surface cleaner. Flat work for surface cleaning is taken to the next level with more efficient uniform cleaning and less striping on concrete surfaces. The Green Machine 2.0 consists of a 300-gallon water tank, (2) Honda 24HP engines rated for 9 to 18 GPM. This unit is also equipped with curb attachments for cleaning street gutters, Miami style gutters, or D curbs. The Green Machine 2.0 also has an adjustable deck to clean surfaces between 4-5 foot wide.

Closing

Since 1999, Pro Performance Pressure Washing has been leading the industry and technology with our custom-built units. Pro Performance Pressure Washing has been serving Florida residents with 100% satisfaction guaranteed! When comparing "apples to apples" with other vendors we are confident

you will find that Pro Performance offers superior solutions to your exterior cleaning needs and exceeds other companies values with integrity, professionalism and years of trained experience.

Pro Performance Pressure Washing encourages property managers to invite us to board meetings for questions board members might have.

Thank you for the opportunity to provide this proposal to your HOA commercial or residential property

Sincerely,

Don Besnier

Don Besnier

Owner of Pro Performance Pressure Washing and Fleet Washing LLC



235 APOLLO BEACH BLVD #302 APOLLO BEACH FL
33572 | 813.477.4507 | PERFORMANCEPRESSUREWASHING@GMAIL.COM

August 10, 2020

ATTN: Cathy Sobrito
Covington Gardens HOA
6806 Covington Garden Dr
Apollo Beach, FL 33575

Dear, Cathy, Sobrito

Thank you for taking time out of your busy schedule to speak with me. Per our conversation, I have set forth the prices in writing concerning our services **(FOR ALL 3-PHASES)** Pro Performance has been serving Florida since 1999 and we feel we can offer the best service with complete satisfaction.

*Pro Performance provides a 3-step process as the leading industry -standard. This sets us above all other companies.

1st High Pressure Wash/ Scrubbing

2nd High Pressure Rinse /w High Volume Air Dryer to Eliminate Accumulated Water in low or uneven sidewalks

3rd Chemical Rinse to Prolong Algae Regrowth. **MOLD INHIBITOR/ at no extra charge**

SCOPE OF WORK: AT COVINGTON GARDENS HOA . All Pressure Washing to include 20% TO 50% MOLD INHIBITOR IN ALL AREAS TO KILL MOLD PRO PERFORMANCE PRESSURE WASHING WILL ALSO SUPPLY WATER.

Estimate Sidewalks Phase-1

REMOVE LEAVES BLACK MOLD AND ALAGE ON SIDE WALKS AND TREAT WITH A MOLD INHIBITOR THERE IS 4798 LIN FT OF SIDE WALKS THAT WILL NEED CLEANING.

Total \$3598.50

Estimate D-Curbing Phase -1

REMOVE LEAVES BLACK MOLD AND ALAGE ON D- CURBING AND TREAT WITH A MOLD INHIBITOR THERE IS 5151 LIN FT OF D-CURBING THAT WILL NEED CLEANING.

Total \$2151.34

Estimate Sidewalks Phase-2

REMOVE LEAVES BLACK MOLD AND ALAGE ON SIDE WALKS AND TREAT WITH A MOLD INHIBITOR THERE IS 12,300 LIN FT OF SIDE WALKS THAT WILL NEED CLEANING.

Total \$5865.39

Estimate D-Curbing Phase-2

REMOVE LEAVES BLACK MOLD AND ALAGE ON D-CURBING AND TREAT WITH A MOLD INHIBITOR THERE IS 9347 LIN FT THAT OF D-CURB OR WILL NEED CLEANING.

Total \$2997.57

Estimate Sidewalks Phase-3

REMOVE LEAVES BLACK MOLD AND ALAGE ON SIDE WALKS AND TREAT WITH A MOLD INHIBITOR THERE IS 5602.88 LIN FT SIDEWALK OR THAT WILL NEED CLEANING.

TOTAL \$4190.95

Estimate D-Curbing Phase-3

REMOVE LEAVES BLACK MOLD AND ALAGE ON D-CURBING AND TREAT WITH A MOLD INHIBITOR THERE IS 3202 LIN FT OF D-CURB THAT WILL NEED CLEANING.

TOTAL \$2401.05

Equipment for project:

- *Water is supplied by pro performance through hydrants. Pro performance is approved by the county For water use with approved meters.
- *Pro performance supplies all chemicals for cleaning sidewalks.
- *3 to 4 services trucks on site w/ 3 to 5 technicians for efficient cleaning.
- *Please review proposal package about pro performance pressurewashing

SUB TOTAL \$21,204.80

MOBILIZATION FEE \$385.00 PER PHASE

SIGN: *Don Besnier* DATE 8/10/2020 PRINT Don Besnier

HOA SIGN: _____

DATE ____/____/____ PRINT _____

BY SIGNING THESE TERMS THIS WILL SUPERSEDE ANY OTHER CONTRACTS SIGNED BY PRO PERFORMANCE PRESSURE WASHING & FLLET WASHING LL

Sincerely, Don Besnier

List of references sun city center HOA

KNOLLS KINGS POINT
FAIR BOURNE CONDO KINGS POINT
LYND HURST KINGS POINT
RICHMOND VILLAS KINGS POINT
EDINBURGH KINGS POINT
TOSCANA 1 SUNCITY
BIMINI BAY APOLLO BEACH (TERRA MGR GROUP)
BRISA DEL MAR APOLLO BEACH
ESPLANADE GOLF & CC OF LAKE WOOD RANCH
ART PROPERTY MANAGEMENT
WEST COAST MANAGEMENT
CAMBRIDGE KINGS POINT
WATERSET APOLLO BEACH HOA
PORT SMITH KINGS POINT

Tab 13



Seffner Rock & Gravel

9715 Hwy 92 E.
Tampa, FL 33610
813/626-8884

Fax: 813/630-2586
Mon.-Fri. 7:00 - 5:00
Sat. 8:00-2:00



www.seffnerrock.com

Email: info@seffnerrock.com

***Delivery fees do apply (signed waiver req'd on site) 3 yard minimum ***

General Rule for Measurement:

One yard will cover a
10'x10' area or 100 sq feet
with 2" - 2 1/2" depth.

Aggregate:

Gray & Pink Granite

3/8", 3/4", 1 1/2"
\$66.00 YD
\$40.00 1/2 YD
\$29.00 1/4 YD
\$5.15 ~ 5 gallon

Limestone

3/8", 3/4", 1 1/2" & 1 1/2-4"
\$43.00 YD
\$28.00 1/2 YD
\$19.00 1/4 YD
\$4.15 ~ 5 gallon

Red Lava Rock

\$135.00 YD
\$78.00 1/2 YD
\$50.00 1/4 YD
\$8.65 ~ 5 gallon

Marble

\$125.00 YD
\$70.00 1/2 YD
\$45.00 1/4 YD
\$8.15 ~ 5 gallon

Red Rock

\$110.00 YD
\$65.00 1/2 YD
\$41.00 1/4 YD
\$7.65 ~ 5 gallon

3/4" Salt & Pepper Granite

\$66.00 YD
\$40.00 1/2 YD
\$29.00 1/4 YD
\$5.15 ~ 5 gallon

River Rocks

Brown or White

3/8", 3/4", 1 1/2"
\$100.00 YD
\$55.00 1/2 YD
\$36.00 1/4 YD
\$5.65 ~ 5 gallon

Small Rip Rap

\$63.00 YD
\$36.00 1/2 YD
\$24.00 1/4 YD

Large Rip Rap

\$73.00 YD
\$45.00 1/2 YD

Washed Shell Sm or Med

\$42.00 YD
\$27.00 1/2 YD
\$18.00 1/4 YD
\$3.65 ~ 5 gallon

Bases:

Shell Base or

Limerock Roadbase

\$23.00 YD
\$15.00 1/2 YD
\$10.00 1/4 YD

Crushed Asphalt or

Crushed Concrete

\$25.00 YD
\$16.00 1/2 YD
\$11.00 1/4 YD

Screenings

(Paver base)

\$32.00 YD
\$22.00 1/2 YD
\$15.00 1/4 YD

Mulches:

Shredded Mulch

\$22.00 per yard

Red Mulch

\$25.00 per yard

Pine Bark

\$24.00 per yard

Bagged Mulch & Pine Straw:

Bark or Shredded Mulch ~ 3 cf bags

\$2.95 per bag ~ 9 bags makes 1 yard

Red Shredded & Red Bark ~ 2 cf bags

\$2.95 per bag ~ 13 bags makes 1 yd

Pine Straw ~ Coverage 30sf 1/2" base

\$4.00 per bale

Black or Brown mulch bags ~ 2 cf bags

\$2.95 per bag ~ 13 bags makes 1 yard

Methods of payment include: Cash, Personal Check (with proper ID) and all major credit cards.
Prices are subject to change

Topsoil

\$25.00 YD
 \$16.00 1/2 YD
 \$11.00 1/4 YD

Fill Dirt

\$12.00 YD
 \$ 7.00 1/2 YD
 \$ 5.00 1/4 YD

Potting Soil

\$24.00 YD
 \$15.00 1/2 YD
 \$11.00 1/4 YD

Yellow Sand

\$18.00 YD
 \$11.00 1/2 YD
 \$ 8.00 1/4 YD

Masonry ORConcrete Sand

\$30.00 YD
 \$19.00 1/2 YD
 \$13.00 1/4 YD

Compost

\$11.00 YD
 \$ 7.00 1/2 YD
 \$ 5.00 1/4 YD

Clay

\$30.00 YD
 \$20.00 1/2 YD
 \$14.00 1/4 YD

Railroad Ties 8 1/2 ft long

\$19.00 Each

ROCK IN BAGS

It takes 54 bags to make 1 yard.

* Red Rock * Lava Rock * Marble *

* Granite * Bermuda Green *

* River Rock (3"-5", 1"-3", 1/2"-1" & 1/4"- 1/2") *

\$4.00 per 1/2 Cubic Ft bag

Black or Red Mexican Beach Pebble

\$40.00 per 80lb bag (5 gallon bag) or

\$1,200.00 per Super Sack (~1.25 yards)

Polished Black Mexican Beach

\$25.00 per 40lb bag

Measurement for Concrete:

1 yard will cover 80 sq. feet
 4 Inches deep.

Meter Mix Concrete

1 yard minimum/ Cash or Credit Card ONLY
 for 2500 PSI

1 yard \$160.00 Per yd

2 yards \$140.00 Per yd

3 yards \$130.00 Per yd

4 yards \$120.00 Per yd

5 or more \$110.00 Per yd

Add \$5.00 for every

500 PSI per yard

Add fiber for \$5.00 per yard

Delivery Fees Do ApplyCulverts DOT Approved

8x20 \$125.00

12x20 \$165.00

18x20 \$300.00

24x20 \$400.00

Assorted Weed Block:

3x50 \$14.99

4x50 \$18.99

6x50 \$25.99

Wheelbarrows:

Steel or Plastic \$ 79.99

Two-wheeled \$130.99

Filter Cloth:

2 foot wide \$0.15

3 foot wide \$0.20

4 foot wide \$0.25

Bags of Cement:

Portland 94# \$10.40

FL. Super Mas. \$10.10

Sakrete 80# \$5.50

Sand Mix 84# \$5.25

White Portland \$18.00

Rebar 10' #60 \$3.50

Concrete Colors:

Available in 5lb & 25lb

Jet Black

Red #10-285

Sandstone

Terracotta

Rust Brown

Plum

Irish Green

Mahogany

Mesa Buff

735 Brown

Bright Red

Miami Beach Red

Light Buff

Dark Black

Autumn Brown

Chocolate Brn

Dark Buff

UV Superseal (5gal)

Powder Release (2lb or 30lb)

Exposite (5 gal)

Chapin Products:

Brass Handle \$28.00

Brass Wand \$10.00

Hose \$25.50

Nozzle \$6.00

Repair Kit \$15.00

Sprayer \$115.00

Drainage supplies:

10 ft drain pipe \$ 7.50

4" Pop-up Emitter \$18.00

100 foot pipe \$75.00

Distribution Box \$27.00

Septic Tees \$ 5.25

Elbows \$ 6.00

Septic Wye \$ 8.25

Septic Sweep \$16.50

End Caps \$ 2.50

EZ Flow Rockless Drain-

pipe (10ft) \$40.00

Prices are subject to change. Last updated 1/15/16

Methods of payment include: Cash, Personal Check (with proper ID) and all major credit cards.

Prices are subject to change

Tab 3

RESOLUTION 2020-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT APPOINTING AN ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Covington Park Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

WHEREAS, the Board of Supervisors of the District now desires to appoint an Assistant Secretary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT 1:

Section 1. Taylor Nielsen is appointed as Assistant Secretary.

Section 2. This Resolution shall not supersede any appointments made by the Board other than specified in Section 1.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

**COVINGTON PARK COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY