



Your Community.  
Our Commitment.

# AVALON GROVES

## COMMUNITY DEVELOPMENT DISTRICT

### *Advanced Workshop Package*

***Date/Time:***  
***Thursday***  
***December 11, 2025***  
***10:00 a.m.***

***Location:***  
***Palms at Serenoa Clubhouse***  
***17244 Bay Cedar Way,***  
***Clermont, FL 34714***

***Note: The Advanced Workshop Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.***



# AVALON GROVES

COMMUNITY DEVELOPMENT DISTRICT  
c/o Vesta District Services  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
321-263-0132

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Board of Supervisors  
**Avalon Groves Community Development District**

Dear Board Members:

The Workshop of the Board of Supervisors of the Avalon Groves Community Development District is scheduled for **Thursday, December 11, 2025 at 10:00 a.m.** at **Palms at Serenoa Clubhouse, 17244 Bay Cedar Way, Clermont, FL 34714.**

The advanced copy of the agenda for the workshop is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the workshop.

Should you have any questions regarding the agenda, please contact the District Manager at (321) 263-0132 ext. 536 or [hbeckett@vestapropertyservices.com](mailto:hbeckett@vestapropertyservices.com).

Sincerely,

*Heath Beckett*

Heath Beckett  
District Manager

CC: Attorney  
District Records





## AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Thursday, December 11, 2025

Time: 10:00 a.m.

Location: Palms at Serenoa Clubhouse  
17244 Bay Cedar Way  
Clermont, FL 34714

\*Gate Code for Meeting Access Only: 56143

### Workshop Agenda

The Workshop is convened to discuss any matters that may come before the Board.

No decisions will be made, nor action taken, on behalf of the CDD at this workshop.

*The full draft agenda packet may be requested no earlier than 7 days prior to the workshop date  
by emailing [sconley@vestapropertyservices.com](mailto:sconley@vestapropertyservices.com)*

**FIRST ORDER OF BUSINESS:** Call to Order

**SECOND ORDER OF BUSINESS:** Selection of Workshop Secretary

**THIRD ORDER OF BUSINESS:** Audience Comments

**FOURTH ORDER OF BUSINESS:** Discussion Items

A. Landscape and Environmental – *John Holden/Gabriel Ruperez/Carl Weston*

1. Review of Landscape Scoresheets

**EXHIBIT 1**

B. Amenities and Infrastructure – *John Holden/Gene Mastrangeli*

C. Public Safety – *Carl Weston/Robert Wolski*

D. Finance – *Gene Mastrangeli/Robert Wolski*

E. Other Items

1. Review of District Management Scope

**EXHIBIT 2**

2. Review of Field Services Scope

**EXHIBIT 3**

**FIFTH ORDER OF BUSINESS:** Next Meeting Announcements

#### Regular Meeting

**10:00 a.m. on Thursday, January 22, 2025**

Serenoa Club Amenity Center  
17555 Sawgrass Bay Blvd.,  
Clermont, FL 34714

#### Workshop

**10:00 a.m. on Thursday, January 8, 2025**

Palms at Serenoa Clubhouse  
17244 Bay Cedar Way  
Clermont, FL 34714

**SIXTH ORDER OF BUSINESS:** Adjournment

# EXHIBIT 1

## *PENDING*



# EXHIBIT 2



**AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN THE  
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT AND DPFM MANAGEMENT &  
CONSULTING, LLC**

**THIS DISTRICT MANAGEMENT SERVICES AGREEMENT ("Agreement")** is made effective as of the 1st day of October, 2022, by and between:

**AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o DPFM Management & Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District**"); and

**DPFM MANAGEMENT & CONSULTING, LLC**, a Florida limited liability company, and whose mailing address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**Manager**").

1. **PURPOSE; SCOPE OF SERVICES:** The purpose of Agreement for professional district management services is for the Manager to provide professional district management services to the District pursuant to Chapter 190, *Florida Statutes*, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "**Services**").

a. **SCOPE OF SERVICES.** The Manager shall provide the following ongoing services ("**Services**") to the District on a monthly basis pursuant to this Agreement and as more particularly described in **Exhibit A**:

- i. **Management** - services include services include the conducting of one (1) four (4) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management; and
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, *Florida Statutes*, and the District's adopted Rules of Procedure, preparation and delivery of agenda; and
- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, monthly production of Unaudited Financial Statements, filing of annual reports as required, filing of audit reports as required, and monitoring of trust account activity; and
- iv. **Assessment Administration** - services include all functions necessary for the timely billing, collection, and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to,

assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments; and

- v. **Dissemination Agent Services** – services include providing the ongoing disclosure requirements and duties listed in the agreements of all series of bonds issued by the District, facilitating the District’s compliance with the Securities and Exchange Commission’s Rule 15c2-12(b)(5).

- b. **ADDITIONAL SERVICES.** In addition to the Services described above, or in any addendum executed between the parties, the District may, from time to time, require additional services from the Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the Services as described herein, as well as any changes in the scope requested by the District, will be considered “**Additional Services.**” If any Additional Services are required or requested, the Manager will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Manager shall undertake the Additional Services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the Manager.

2. **TERM.** The Manager’s services as provided in this Agreement shall commence upon execution of this Agreement, and shall continue through September 30 in the year in which the Agreement becomes effective. This Agreement shall automatically renew annually unless terminated pursuant to its terms. The Manager acknowledges that the prices of this Agreement are firm and that the Manager may change the prices only with the District’s written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

### 3. **FEES AND EXPENSES; PAYMENT TERMS.**

#### a. **FEES AND EXPENSES.**

- i. A schedule of fees for the Services described in this Agreement is shown in **Exhibit A** to this Agreement, which is attached hereto and incorporated herein (“**Fee Schedule**”). The District shall pay the Manager for the services provided under the terms of this Agreement in accordance with the Fee Schedule. For purposes of the Manager’s compensation for services provided pursuant to this Agreement, the District shall compensate the Manager only for those services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Manager will invoice the District for the Manager’s services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit A**. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
- ii. Fees for the Services in this Agreement may be negotiated annually by the parties. Any amendment to Services fees must comply with the amendment procedure in

this Agreement and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any such fees or expenses. In no event shall the fees be increased to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

- iii. In the event the District authorizes a change in the scope of services requested, Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the parties before Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Manager or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit A**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

**b. PAYMENT TERMS.**

- i. **Services.** Services will be billed monthly as a fixed fee pursuant to the Fee Schedule. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), *Florida Statutes*, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, *Florida Statutes*.
- ii. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 1 will be billed monthly on an hourly basis for the hours incurred at the Manager's then-current hourly rate.
- iii. **Out-of-Pocket Expenses.** Out-of-pocket expenses of the Manager will be billed monthly as incurred.
- iv. The Manager shall have the right to suspend services being provided as outlined in this Agreement if the District fails to pay Manager's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 *Florida Statutes*. Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.



- v. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

4. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other Managers, contractors, or employees, as required, for the Manager to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

5. **TERMINATION.**

- a. This Agreement may be terminated as follows:
  - i. By the District for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the Manager, or failure of the Manager to perform the Services as required under this Agreement; or
  - ii. Upon the dissolution or court-declared invalidity of the District; or
  - iii. By the Manager or District, for any reason, upon provision of a minimum of sixty (60) days' written notice of termination to the address noted herein.
- b. Upon the termination of this Agreement, the Manager agrees to take all reasonable and necessary actions to transfer to the District, or to such other party as directed by the District, all the books and records of the District in the Manager's possession in an orderly fashion. The portion of the fees and any other amounts due and owing to the Manager under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement, subject to any offsets due District may have for services not performed or not performed in accordance with the Agreement. The District's obligation to make payment to the Manager of the portion of the fees and any other amounts due and owing to Manager under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

6. **REPRESENTATIONS AND ACKNOWLEDGEMENTS.**

- a. The Manager shall devote such time as is reasonably necessary to perform the Services.
- b. The Manager agrees that all Services shall be performed by skilled and competent personnel.
- c. The Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Manager agrees to take steps to repair any damage resulting from the Manager's activities and work pursuant to the Agreement within twenty-four hours (24) hours
- d. The Manager represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, *Florida Statutes*.

The Manager further represents that no person having any such interest shall be employed by the Manager to perform the Services or any portion thereof.

- e. The Manager shall promptly notify the District in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Manager's judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, identify the nature of work that the Manager may undertake, if applicable, and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Manager. The District agrees to notify the Manager of its opinion within thirty (30) days of receipt of any notification by the Manager pursuant to this Section 6. If, in the opinion of the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Manager, the District shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the District by the Manager under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The Manager shall be free to perform services similar to the type of services offered to the District as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the Manager from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.
- f. The District acknowledges that the Manager is not an attorney and may not render legal advice or opinions. Although the Manager may participate in the accumulation of information necessary for use in documents required by the District in order to finalize any particular matters, such information shall be verified by the District as to its correctness; provided, however, that the District shall not be required to verify the correctness of any information originated by the Manager in connection with the Services.

## 7. INDEMNIFICATION; SOVEREIGN IMMUNITY.

- a. **MANAGER INDEMNIFICATION.** To the extent allowable under applicable law and except and to the extent caused by the gross negligence or willful misconduct of the District, the Manager agrees to indemnify and hold the District and its respective officers, directors, employees, agents, successors and assigns (District and each such person being an "**Indemnified Party**") harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses, including without limitation, attorney's fees suffered, sustained, incurred or required to be paid by any Indemnified Party related to or arising out of the negligent, reckless, and/or intentionally wrongful acts or omissions of the Manager pursuant to this Agreement. In the event that the Manager receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with Manager's indemnity obligations hereunder, the Manager shall give the District prompt

notice of such proceedings and shall inform the District in advance of all hearings regarding such action, claim, suit, proceeding, or investigation.

- b. **DISTRICT INDEMNIFICATION.** To the extent the Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, *Florida Statutes*), the District agrees to indemnify, defend, and hold harmless the Manager from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the grossly negligent or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness or willful misconduct of the Manager or its employees. The District's obligation to defend, indemnify, and hold harmless the Manager as set forth herein shall not exceed the monetary limits of any endorsement listing the Manager as an additional insured party under the District's insurance policy. If there is no such endorsement, the District's defense, indemnity, and hold harmless obligations as set forth in this Section shall not exceed the monetary limitations of liability set forth in Section 768.28, *Florida Statutes*.
- c. **INDEMNIFICATION OBLIGATIONS.** Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- d. **SOVEREIGN IMMUNITY.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law, including to the extent that the Manager may be deemed to be an agent of the District.

## 8. INSURANCE.

- a. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- b. The Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:
  - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv. Employment Practices Liability Insurance with limit of Two Million Dollars

(\$2,000,000.00) per each occurrence.

- v. Comprehensive Automobile Liability Insurance for all vehicles used by the Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- c. Except with respect to Professional Liability, Employment Practices Liability Insurance, and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days' written notice to the District. Manager will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- d. If the Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**9. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Manager acknowledges that the designated public records custodian for the District is DPFG Management & Consulting, LLC ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, OR BY EMAIL AT LKRAUSE@DPFGMC.COM, OR BY REGULAR MAIL AT**

**C/O DPFG MANAGEMENT & CONSULTING, LLC, 250 INTERNATIONAL  
PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.**

10. **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:** Avalon Groves Community Development District  
c/o DPFG Management & Consulting, LLC  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
Attn: District Manager

**With a copy to:** KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, FL 32303  
Attn: District Counsel

**If to the Manager:** DPFG Management & Consulting, LLC  
250 International Parkway, Suite 208  
Lake Mary, FL 32746

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 Manager may deliver Notice on behalf of the District and the Manager, respectively. 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.

11. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Manager.

12. **ASSIGNMENT.** Except as provided in this section, neither the District nor the Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Manager or the District without the prior written approval of the other party is void.

13. **CONTROLLING LAW.** Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in the County in which the District is located.

**14. 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.

**15. MERGER PROVISION.** This instrument, together with its exhibits, contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, between the parties, with respect thereto. This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

**16. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Manager under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**17. ATTORNEY'S FEES.** In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

**18. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Manager 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, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Manager and their respective representatives, successors, and assigns.

**19. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Manager 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 Manager 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 of an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**20. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted,



chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

21. **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.

22. **E-VERIFY.** The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Manager has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Manager represents that no public employer has terminated a contract with the Manager under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

23. **SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

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

25. **EFFECTIVE DATE.** This Agreement shall become effective upon execution by both the District and the Manager, and shall remain effective until terminated by either the District or the Manager in accordance with the provisions of this Agreement.

***(Remainder of this page is left blank intentionally)***

**THEREFORE**, the Manager and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

**DPFG MANAGEMENT & CONSULTING, LLC**



By: Howard McGaffney

Its: Vice President

**AVALON GROVES  
COMMUNITY DEVELOPMENT DISTRICT**



By: CANDICE SMITH

Its: CHAIRMAN

**Exhibit A: Services and Fee Schedule**



**Exhibit A**  
Services and Fee Schedule



**Avalon Groves Community Development District**  
**Attention Candice Smith**  
**Chairperson-Avalon Groves CDD**

**DPFG Management & Consulting, LLC**  
**250 International Parkway, Ste. 208**  
**Lake Mary, Florida 32746**

**Re:   Avalon Groves Community Development District – Updated Fee Schedule for District Management Services**

**October 25, 2022**

**Dear Madam Chair:**

On behalf of DPFG Management and Consulting., it is our pleasure to submit the following Updated Fee Schedule for **District Management, Dissemination Agent, Assessment Methodology Consultant Services** to Avalon Groves Community Development District.

As previously announced, DPFG became a part of Vesta Property Services in September of 2020. This acquisition allows for enhanced Field Services to be offered by Vesta, as well it provides our clients options for additional services provided by our Amenity Division.

DPFG will continue to provide limited District Management Services to the District and will be preparing a separate proposal from the Field Services we provide the District. If in the future, there is a demand for expanded Amenity/Field Services for the District, Vesta Property Services can prepare the proposal and assist in developing the scope of work for Amenity and Field Services. At that appropriate time, DPFG's agreement with the District can be dissolved with no disruption to District Management Services.

Thank you for your consideration of our updated fee schedule. We very much look forward to the opportunity in continuing to serve the community and working with the District's Board of Supervisors, and District Staff. Should you have any questions or require additional information, please feel free to contact me directly at **(904) 386-0186 or [hmac@vestapropertyservices.com](mailto:hmac@vestapropertyservices.com)**.

Most respectfully,

**Howard McGaffney**

Vice President

DPFG Management and Consulting, LLC.

A Vesta Property Services Company.

## **SCHEDULE OF FEES FOR DISTRICT MANAGEMENT SERVICES**

**DPFG Management and Consulting**, proposes the following fee structure for District Management, Dissemination Agent, Administration, Recording, Financial Accounting for General Fund, Debt Service Fund and a Reserve Fund, and the Assessment Roll Services provided to the Avalon Groves Community Development District (the "District"):

SERVICES	PROPOSED FEES
District Management	\$32,960 annually
Dissemination Agent	\$5,150 annually
Assessment Administration	Included
Accounting	Included
Administration Services	Included
<b>TOTAL DISTRICT MANAGEMENT</b>	<b>\$38,110 annually</b>

### **District Management Services Include:**

- Payments will be made in 12 equal monthly installments beginning **October 1, 2022, through September 30, 2023**
- Annual CPI adjustment will be presented to the Board and approved through the annual budget approval process by the Board.
- Up to 10 meetings per year, 4 hours in length.

### **Assessment Administration Services Include:**

- Assessment Roll Preparation and Re-amortization schedule, preparing of the assessment roll and the timely submittal of the roll to the tax collector. Certification, direct billing, and funding request processing,
- Estoppel letters, bond payoff information and other collection related work shall be provided to property owner and realtors. Estoppels will be billed at state approved levels.

### **Accounting Services Include:**

- Monthly accounts payable, construction accounting, monthly production of Unaudited Financial Statements, Filing the Annual Financial Report, Filing the Annual Independent Audit, and other usual and customary accounting services required of CDD's

### **Administrative Services Include:**

- Agenda Preparation, record keeping, filing of records/reports with local/state agencies including the Florida Commission on Ethics, administrator over the website contractor, providing administrative support services to the District Manager.
- Tablets/electronic device for Supervisors use at meetings.

### **Dissemination Agent Services include:**

- Payment made annually in the month of October each year.
- Providing the ongoing disclosure requirements and duties listed in the agreements of all series of Bonds issued by the District, facilitating the District's compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5).

*District Management Services outlined above can be terminated with 60 days written notice by either party.*

## Schedule of Additional Fees

1. **Additional District Meetings:** The District Management fees proposed are based upon the District holding up to 10 regular meetings each year that each last up to 4 hours in length.
  - a. \$175/hour: An additional \$175/hour fee will be billed to the District, for each hour past the initial 4-hour meeting timeframe included in this proposal.
  - b. \$800 per meeting: Additional meetings or workshops outside of the aforementioned amount will be billed to the District at a total fee of \$800/per meeting.
2. **Postage and freight are not included in this proposal and will be billed upon actual costs incurred.**
3. **Debt Service Fund Accounting & Assessment Collection Services:** If the District issues additional debt after September 30<sup>th</sup>, 2022, the proposed fee for these services would be \$2,500 annually per additional series of notes or bond issuances.
4. **Assessment Methodology Consultant Services (Special Methodology Reports):**
  - a. Additional Bond Issuance Fee: \$15,000 per additional bond issuance.
  - b. Refinance Fee: \$15,000 per bond refinance
5. **Long Term Capital Planning:**
  - a. Long Term Capital Planning: \$15,000 (onetime fee)
  - b. This fee includes the costs associated with DPFG providing all the Capital Planning, Funding, and Infrastructure Reinvestment Budgeting, producing a long term (10 year) financial outlook model to help the District/ Board to plan for future costs and identify future assessment values for Operations and Maintenance as well as Infrastructure/Capital Items. Note: Does not include a Reserve Study.
6. **Additional Services:** Should Vesta Property Services, Inc. be requested to provide additional services on behalf of the District not covered in this proposal, fees for such services shall negotiated in accordance with the terms mutually agreed upon by the District and Vesta Property Services, Inc.

# EXHIBIT 3



## PROFESSIONAL FIELD SERVICES AGREEMENT

**THIS PROFESSIONAL FIELD SERVICES AGREEMENT ("Agreement")** is made effective as of the 1st day of October, 2022, by and between:

**AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o DPFG Management & Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District**"); and

**DPFG MANAGEMENT & CONSULTING, LLC**, a Florida limited liability company, and whose mailing address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**Consultant**").

1. **PURPOSE; SCOPE OF SERVICES:** The purpose of this Agreement is for the Consultant to provide professional field services to the District pursuant to Chapter 190, Florida Statutes. A detailed description of these services is provided below and in **Exhibit A**. All persons performing the Services will be employees of the Consultant. Consultant and the District each acknowledge and agree that persons performing Services pursuant to this Agreement are not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise.

- a. **STANDARD ON-GOING SERVICES.** The Consultant shall provide the following standard on-going services ("**Services**") to the District on a monthly basis, pursuant to this Agreement and as set forth in **Exhibit A**.
- i. Perform two (2) site visits per month for the purpose of inspecting landscape and pond maintenance to ensure oversight of onsite contractors and compliance with the District's agreements with District vendors and contractors; and
  - ii. Provide the District with one (1) monthly written report ("**Field Services Report**"), which shall be provided in the District's agenda package and include, among other things, recommended action items; and
  - iii. Upon request of the District, attend monthly District meetings in person or via phone to review the Field Services Report; and
  - iv. Notify contractors about deficiencies in service or need for additional care; and
  - v. Monitor the progress of contractors in accordance with scope of work provided in contracts with the District, which may be amended from time to time; and
  - vi. Provide input for preparation of the District's annual budget; and
  - vii. Upon request, prepare and develop a scope of services for field services proposals and oversee bidding process; and

viii. Obtain field services proposals as requested by the District and provide them to the District Manager.

- b. **ADDITIONAL SERVICES.** In addition to the Services described above, or in any addendum executed between the parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered "**Additional Services.**" If any Additional Services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any Additional Services. The Consultant shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the Consultant.

2. **TERM.** The Consultant's Services as provided in this Agreement shall commence upon execution of this Agreement, and shall continue through September 30 in the year in which the Agreement becomes effective. This Agreement shall automatically renew annually thereafter unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Agreement are firm and that the Consultant may change the prices only with the District's written consent. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

3. **FEES AND EXPENSES; PAYMENT TERMS.**

a. **FEES AND EXPENSES.**

i. A schedule of fees for the Services described in this Agreement is shown in **Exhibit A** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Agreement in accordance with the schedule of fees in **Exhibit A**. For purposes of the Consultant's compensation for services provided pursuant to this Agreement, the District shall compensate the Consultant only for those services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit A**. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.

ii. Fees for the Services in this Agreement may be negotiated annually by the parties. Any amendment to Services fees must comply with the amendment procedure in this Agreement and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any such fees or expenses.

iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee

amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

iv. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit A**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

**b. PAYMENT TERMS.**

i. **Standard On-going Services.** Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit A**. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), *Florida Statutes*, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, *Florida Statutes*.

ii. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 1 will be billed monthly on an hourly basis for the hours incurred at the Consultant's then-current hourly rate.

iii. **Out-of-Pocket expenses.** Out-of-pocket expenses of the Consultant will be billed monthly as incurred.

iv. The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 *Florida Statutes*. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

v. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

4. **PROTECTION OF PROPERTY.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Agreement within twenty-four hours (24) hours.

5. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal

counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

6. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

7. **TERMINATION.** Either party may terminate this Agreement for cause immediately upon written notice to the other party, or without cause, and for any or no reason, upon thirty (30) days' written notice to the other party. Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Agreement, but only for services rendered through the termination date, and subject to any off-sets that the District may have. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

8. **INDEMNIFICATION.**

- a. **DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability, including the monetary limits, set forth in Section 768.28, *Florida Statutes*), and except and to the extent caused by the negligent, reckless or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. Nothing in this Agreement shall serve as or be construed as a waiver by the District of any defense of sovereign immunity or the limitations on liability contained in Section 768.28, *Florida Statutes*, or any other law, including to the extent that the Consultant may be deemed to be an agent of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.
- b. **CONSULTANT INDEMNIFICATION.** The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, directors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.



- c. Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

9. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law.

10. **INSURANCE.**

- a. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- b. The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:
  - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
  - v. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
  - vi. Commercial Crime insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- c. Except with respect to Professional Liability, Employment Practices Liability Insurance, and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days' written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- d. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's

obtaining the required insurance.

11. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is DPFG Management & Consulting, LLC ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, OR BY EMAIL AT LKRAUSE@DPFGMC.COM, OR BY REGULAR MAIL AT C/O DPFG MANAGEMENT & CONSULTING, LLC, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.**

12. **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:**

Avalon Groves Community Development District  
c/o DPFG Management & Consulting, LLC  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
Attn: District Manager

**With a copy to:**

KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, FL 32303  
Attn: District Counsel

**If to the Consultant:**

DPFG Management & Consulting, LLC  
250 International Parkway, Suite 208  
Lake Mary, FL 32746

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 Consultant may deliver Notice on behalf of the District and the Consultant, respectively. 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.

13. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Consultant.

14. **ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.

15. **CONTROLLING LAW.** Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in the County in which the District is located.

16. **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.

17. **MERGER PROVISION.** This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Consultant relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

18. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

19. **ATTORNEY'S FEES.** In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

20. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Consultant 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, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant 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 Consultant and their respective representatives, successors, and assigns.

21. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances.

22. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

23. **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.

24. **E-VERIFY.** The Consultant, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Consultant further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

25. **SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

26. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly

waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

27. **EFFECTIVE DATE.** This Agreement shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Agreement.

*(Remainder of this page is left blank intentionally)*



Therefore, the Consultant and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

**DPFG MANAGEMENT & CONSULTING, LLC**



By: Howard McGaffney

Its: Vice President

**AVALON GROVES  
COMMUNITY DEVELOPMENT DISTRICT**



By: CANDICE SMITH

Its: CHAIRMAN

**Exhibit A – Scope of Services/Consultant's Proposal**



**EXHIBIT A**  
Scope of Services/Consultant's Proposal

Consultant shall provide monthly field services, including:

1. Facilitate and assist with obtaining proposals for the maintenance of the District property and facilities; and
2. Coordination and oversight of maintenance services for the District property and facilities; and
3. Coordination with vendors to ensure all maintenance services are in compliance with Agreement specifications; and
4. Conduct maintenance inspections of the District property and facilities, including all District landscaping and irrigation areas, conservation areas, stormwater ponds, and other facilities and property; and
5. Review invoices from vendors, and make recommendations to District Manager regarding payment of any such invoices; and
6. Interface with vendors regarding deficiencies in service or need for additional services; and
7. Obtain proposals for maintenance services as requested by the District and provide them to the District Manager; and
8. Cause routine repair work or normal maintenance to be performed as may be required for the operation of the District property and facilities, or as required under applicable government permits; and
9. Document, report and coordinate with local law enforcement and other authorities regarding all accidents, vandalism and other unforeseen events that occur on District property; and
10. Assist with preparation of operations budget for District property and facilities; and
11. Promptly respond to and address all landowner requests, concerns and questions; and
12. Attend monthly District meetings and provide a monthly report of District needs related to the site.

*[Continues on next page]*



**EXHIBIT A (continued)**



**Avalon Groves Community Development District  
Attention Candice Smith  
Chairperson-Avalon Groves CDD**

**DPFG Management & Consulting, LLC  
250 International Parkway, Ste. 208  
Lake Mary, Florida 32746**

**Re: Avalon Groves Community Development District – Updated Fee Schedule for Field Services**

**October 25, 2022**

**Dear Madam Chair:**

On behalf of DPFG Management and Consulting., it is our pleasure to submit the following Updated Fee Schedule for **Field Services** to Avalon Groves Community Development District.

DPFG Management & Consulting, offers to continue providing Field Services to the District, limited to scope of services covered in the table accompanying this letter, under the Schedule of Fees for Field Services. As demand for expanded Amenity/Field Services for the District is needed, Vesta Property Services can prepare the proposal and assist in developing the scope of work for Amenity and Field Services. At that appropriate time, DPFG's agreement with the District can be dissolved with no disruption to District Management Services with only a 30 day written notice.

Thank you for your consideration of our updated fee schedule. We very much look forward to the opportunity in continuing to serve the community and working with the District's Board of Supervisors, and District Staff. Should you have any questions or require additional information, please feel free to contact me directly at (904) 386-0186 or [hmac@vestapropertyservices.com](mailto:hmac@vestapropertyservices.com).

Most respectfully,

A handwritten signature in black ink, appearing to read 'H. McGaffney'.

**Howard McGaffney**

Vice President

DPFG Management and Consulting, LLC.

A Vesta Property Services Company.



## **SCHEDULE OF FEES FOR FIELD SERVICES**

**DPFG Management and Consulting**, proposes the following fee structure for Field Services to be provided to the Avalon Groves Community Development District (the "District"):

<b>SERVICES</b>	<b>PROPOSED FEES</b>
<b>Field Services</b>	<b>\$6,180 annually</b>

### **Monthly Field Services Include:**

- Payments will be in 12 equal monthly installments.
- oversight of vendors, submitting a written monthly Field Services Report, to be included in the agenda.
- Conduct 2 site visits per month for the purpose of inspecting landscape and pond maintenance in accordance with District's agreements and meeting with District vendors and contractors.
- Execute the direction from Board Meetings related to Field Services, including soliciting proposals, and coordinating field services work.