



Asturia
Community Development District
WORKSHOP

Susan Coppa, Chairman

Jonathan Tietz, Vice Chairman

Jesse Lamb, Assistant Secretary

Samuel Whitten, Assistant Secretary

Donald Foltz, Assistant Secretary

February 10, 2026

AGENDA

Asturia Community Development District

Agenda

Tuesday
February 10, 2026
6:00 p.m.

Asturia Clubhouse
14575 Promenade Parkway
Odessa, FL 33556
Zoom Link: <https://us06web.zoom.us/j/8260385621>
Meeting ID: 826 038 5621
Passcode: dS3D6Q
Zoom Phone #: (305) 224-1968

Workshop

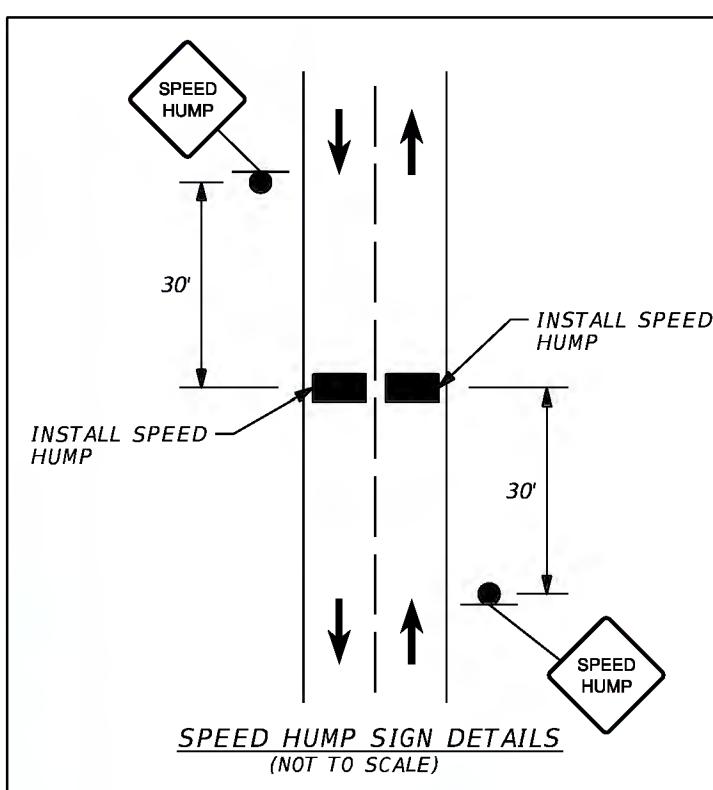
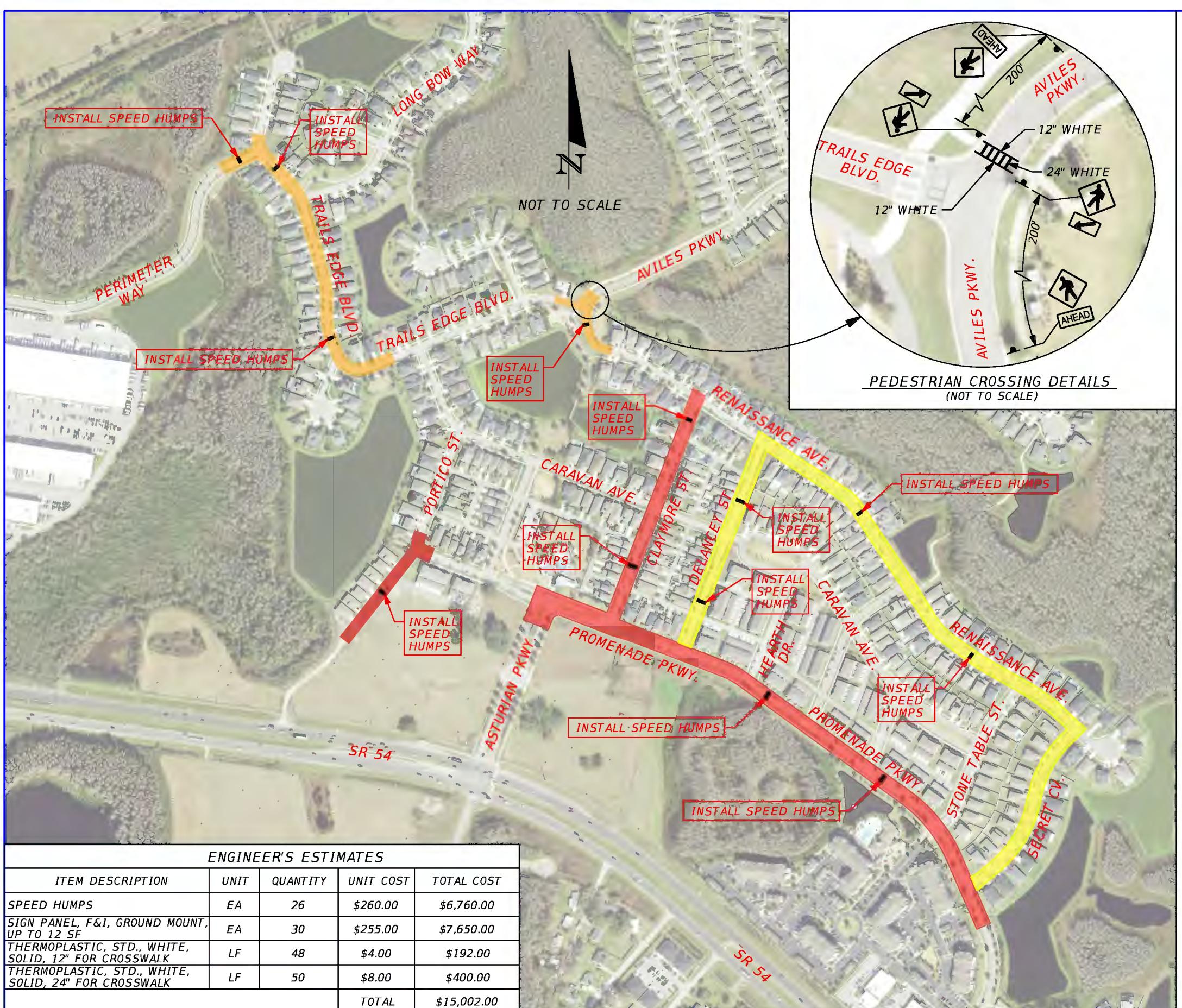
- I. Roll Call
- II. Pledge of Allegiance
- III. Audience Comments on Specific Items on the Agenda (Audience Comments **LIMITED to 3 Minutes per Person for Agenda Items**)
- IV. Discussion of Recreational Improvements
- V. Discussion of the Mapping & Scheduling of the Speed Humps
- VI. Discussion of Website Hosting Services
- VII. Discussion of Water Report Issues
- VIII. Discussion of Parking Policy
- IX. Discussion Regarding RedTree Landscaping
- X. Supervisors' Requests and General Audience Comments – New Business (limited to 3 minutes per individual for non-agenda items)
- XI. Next Regularly Scheduled Board of Supervisors Meeting is February 24, 2026 at 6:00 p.m. at Asturia Clubhouse
- XII. Next Regularly Scheduled Board of Supervisors Workshop is March 10, 2026 at 6:00 p.m. at Asturia Clubhouse

Seat 5: - C - Susan Coppa	
Seat 3: - VC - Jonathan Tietz	
Seat 4: - AS - Jesse Lamb	
Seat 2: - AS - Samuel Whitten	
Seat 1: - AS - Donald Foltz	

XIII. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: asturiacdd.org

SECTION V



ENGINEER'S ESTIMATES				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
SPEED HUMPS	EA	26	\$260.00	\$6,760.00
SIGN PANEL, F&I, GROUND MOUNT, UP TO 12 SF	EA	30	\$255.00	\$7,650.00
THERMOPLASTIC, STD., WHITE, SOLID, 12" FOR CROSSWALK	LF	48	\$4.00	\$192.00
THERMOPLASTIC, STD., WHITE, SOLID, 24" FOR CROSSWALK	LF	50	\$8.00	\$400.00
		TOTAL		\$15,002.00

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

BRADLEY S. FORAN, P.E.
P.E. NO.: 52634
LIGHTHOUSE ENGINEERING INC.
701 ENTERPRISE ROAD EAST, SUITE 410
SAFETY HARBOR, FL 34695

ASTURIA CDD
(STREET CALMING)
ROAD NO. COUNTY FINANCIAL PROJECT ID
N/A PASCO N/A

SITE PLAN

SECTION VI

AGREEMENT BETWEEN THE ASTURIA COMMUNITY DEVELOPMENT DISTRICT AND INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, FOR WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES

THIS AGREEMENT ("Agreement") is entered into as of this ____ day of September, 2019 by and between:

ASTURIA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (the "District"), and

INNERSYNC STUDIO, LTD. LLC, d/b/a CAMPUS SUITE, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 725 Dunwoodie Drive, Cincinnati, Ohio 45230 ("Contractor").

RECITALS

WHEREAS, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("Website"); and

WHEREAS, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("ADA"), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the Website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "Services"); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and 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, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. SCOPE OF WORK. Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include:

A. INITIAL WEBSITE REMEDIATION. Contractor shall migrate the District's existing Website or otherwise create a new Website in order to produce a functional, responsive, working Website compliant with federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "WCAG"). Specifically, Contractor shall, at a minimum:

- i. provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii. convert up to 1500 (one thousand five hundred) pages of PDF documents identified by the District to accessible formats for assistive technologies. If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF;
- iii. provide a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District's engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems;
- iv. provide options to create a District-branded design (colors, logo, etc.);
- v. provide Contractor's ADA compliance shield, seal or certification for display on the Website ("Compliance Shield");
- vi. cross-check ADA compliance for accessibility and compatibility of the Website with various technology mediums, including but not limited to mobile phones, smart phones, tablets, laptop computers, desktop computers, and provide "mobile friendly" or "mobile versions" of the Website accessible via various web browsers including but not limited to Internet Explorer, Edge, Mozilla, Safari, and Chrome;
- vii. eliminate and prevent any commercial advertising on the Website;
- viii. eliminate and prevent exposure to any known spyware, virus or malware affecting functionality or accessibility of the Website;
- ix. secure "https" certification and provide secure "cloud" hosting with fail-over back-up measures to ensure continued functionality and accessibility of the Website;
- x. provide data back-up and records retention measures as required by Florida law;

xi. provide and/or allow display of a calendar, reservation request form, and newsletter, as applicable or necessary to the District;

xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;

xiii. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

B. MAINTENANCE. Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

i. remediate new documents, up to seven hundred fifty (750) pages per year, identified by the District to accessible formats for assistive technologies. For any agenda packages, Contractor shall turn around the remediated version within two (2) business days. Any updates or fixes to the agendas requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request;

ii. remediate documents in Section 2(B)(i) above to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request;

iii. manage and maintain the Website;

iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;

v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage system and regularly backing up new content as they are submitted and uploaded to the Website;

- vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;
- vii. perform monthly comprehensive technological, and human as needed, audits to ensure Website’s compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;
- viii. in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;
- ix. continue to provide and update, as needed, those Services identified in Section 2(A)(iii), (v), (viii), (x), and (xii); and
- x. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

C. ADDITIONAL SERVICES. In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. providing a point of contact to respond to requests for Website accommodation;
- ii. converting documents for a public records requests received by the District;
- iii. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

SECTION 3. COMPENSATION. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms: *[NOTE: below section may vary by what Campus Suite determines as the level of work needed for each District; please confirm against proposal]*

A. INITIAL WEBSITE REMEDIATION. For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of Two Thousand Three Hundred Twenty Five Dollars (\$2,325.00) [plus Ninety-Eight Cents (\$0.98) per page remediated pursuant to Section 2(A)(ii)]. The District shall pay Contractor fifty-percent (50%) of the fee upon execution of this Agreement by the Parties. District shall pay Contractor the remaining fifty-percent (50%) upon substantial completion of the Services provided in Section 2(A).

B. MAINTENANCE. For performance of the Services as provided in Section 2(B) of this Agreement, starting October 1, 2019, the District shall pay Contractor One Thousand Five Hundred Thirty Seven Dollars (\$1,537.00) per year, payable in twelve (12) equal monthly installments of One Hundred Twenty Eight Dollars and Eight Cents (\$128.08). Parties understand and acknowledge that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(iii) of up to seven-hundred fifty (750) pages per year ("Annual Max Pages").

C. ADDITIONAL CONVERSIONS. For remediating and converting any documents in excess of the Annual Max Pages included in the maintenance price, Contractor shall provide such services for an amount not to exceed Ninety-Eight Cents (\$0.98) per page remediated. Contractor shall perform remediation and conversion of additional documents only upon receipt of written authorization of the District approving the same.

D. INVOICES; PAYMENT. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et seq.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

SECTION 4. TERM AND TERMINATION.

A. TERM. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall (i) be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination; (ii) be permitted to remove the

Compliance Shield from the Website as of the effective date of the termination; (iii) provide the District, or its designee, all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the service; and (iv) if the Contractor used proprietary and/or licensed software to provide the Services herein to the District, then Contractor shall coordinate with the District as to the terminated use of such software, including any migration of the Website that may be required pursuant to such termination.

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and Exhibit A; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG 2.1 Level AA and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

SECTION 6. INTELLECTUAL PROPERTY.

A. CONTRACTOR MATERIALS. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content (including all remediated content provided by the Contractor), under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or

made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable and accepted security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY POLICY. Pursuant to this Agreement, the Contractor shall provide District a Compliance Shield and customized accessibility policy, which District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

SECTION 7. PUBLIC RECORDS. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Matthew Huber ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 994-1001, MHUBER@RIZZETTA.COM, OR AT 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544.

SECTION 8. INDEMNITY.

A. Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website related claim by a third-party, arising out of, wholly or in part by, Contractor's willfully reckless or willfully negligent act(s) or omission(s). Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

SECTION 9. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

SECTION 10. GENERAL PROVISIONS.

A. CONFLICTS. The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

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

C. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. DISPUTE RESOLUTION. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of Pasco County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

H. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages 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.

I. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Contractor: Innersync Studio, Ltd.,
d/b/a Campus Suite
752 Dunwoodie Drive
Cincinnati, Ohio 45230
Attn: Steven Williams

If to District: Asturia Community Development District
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
Attn: District Manager

With a copy to: Hopping Green & Sams PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the

Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

J. ENTIRE AGREEMENT. This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

K. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

L. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. AMENDMENTS. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. FORCE MAJEURE. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. SURVIVAL. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. WAIVER. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

Q. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

R. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

S. DESCRIPTIVE HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:



Asst. Secretary

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors

WITNESS:



Ted Saul

Print Name:

Exhibit A: Proposal for Services

**INNERSYNC STUDIO, LTD., D/B/A
CAMPUS SUITE, an Ohio limited
liability company**



By: Steven Williams, VP of Marketing(Title)

EXHIBIT A

Pricing

Effective date: 2019-07-15

Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none">Migration website pages and present on a staged website for approvalInitial PDF Accessibility Compliance Service for 1500 pages of remediation	1	\$2,325.00
Annual ongoing services	Quantity	Subtotal
Website services <ul style="list-style-type: none">Hosting, support and training for usersWebsite management tools to make updatesSecure certification (https)Monthly accessibility site reporting, monitoring and error corrections	1	\$600.00
Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none">Remediation of all PDFs stored on your websiteRemediation of up to 750 PDF pagesDashboard for reporting and managing all PDFs48-hour turnaround for fixes for board agendasPDF manager dashboard	750*	\$937.50
Social Media Manager		Included
<i>*Maximum PDF pages per 12 month period</i>		Total: \$3,862.50



Accessibility Compliance
with Campus Suite

Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification ([https](https://))
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;*
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.
3. **Monthly Auditing and Remediation Services.**
 1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
 2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
 3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
4. **Support Services.**

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

CommunityXS is a web content management system designed and developed for neighborhoods, communities, development districts, special purpose districts and homeowners' associations that enables managers, staff, and even board members, to create, modify, and remove content from the web. We realize there are some great commercial content management systems out there, but we think they're a little too complicated and our goal is to provide a simple, purpose-driven product specifically designed to meet the needs of a community.

The Back-End

A simple, easy-to-use web content management system.

If we were forced to say only one thing about CommunityXS, we'd say it's simple. A simple solution is easy to learn and easy to use. Purpose-driven solutions start with the user in mind. CommunityXS was built with input from dozens of Managers, and we continue to welcome the input.

With their help, we make a great product with awesome features.

- **Simple** - The content management system is everything you need and nothing more. The interface is clean and consistent.
- **Easy** - We know you're not a developer. There are no short codes, plugins, modules, or add-ons. Most tasks take a few clicks.
- **Efficient** - Manage more than one site! That's right; if you manage more than one site, log in and make changes to all of them.
- **Intuitive** - Although we're happy to provide training, you're probably not going to need it. You'll know what to do within minutes.

The Back-End interface allows users to log on, add, edit and remove web content and documents that appear on the public facing interface.

The Front-End

The content management system is only half of the solution. The public facing web site is just as important to the overall experience. The public facing interface is awesome!

- **It has a history of success.** CommunityXS is in use by many communities and the origins of the application framework date back to 2012. The application has served hundreds of communities over the years.
- **The design is clean and professional.** Presenting critical information is the primary mission of a CommunityXS site. A simple, straightforward, intuitive interface allows visitors to find what they need quickly.
- **The site is “Responsive”.** This is a term used to describe a web interface that's capable of adapting to the size of the device being used to view the page. With limited display space, like on a phone, certain aspects of the site will change to accommodate the device.
- **It works without dependencies.** There are no client-side dependencies. All aspects of the site work regardless of the hardware or software on the device.
- **It's highly accessible.** The public facing interface of a CommunityXS site is the most “Accessible” interface. Relative to competing technology, CommunityXS is superior. You won't find an interface that works as well or goes to the extent to which a CommunityXS site accommodates users with assistive technology.
- **It's maintained.** The public facing interface is routinely evaluated, with consideration for improved technology, implementation methods and best practices. All sites running on the CommunityXS platform benefit from the updates and improvements to the underlying code and presentation layer of the interface.
- **It's customizable.** Custom colors and imagery are unique to each site. While the presentation of the public facing site is structured, many aspects of the site can be configured to provide visitors with a unique experience.

Service Level Options:

Select from a suite of services. There are five services offered in different combinations.

Option:	A	B	C	D	E	F	G	H
	Site Hosting	Site Hosting	Site Hosting	Site Hosting	Site Hosting	Site Hosting	Site Hosting	Site Hosting
		Site Evaluation	Site Evaluation	Site Evaluation	Site Evaluation	Email (5)	Email (5)	Email (5)
			Email (5)	Email (5)	Email (5)	Email DLP (5)	Email DLP (5)	
				Email DLP (5)	Email DLP (5)	Email Manager (1)		
					Email Manager (1)			
Monthly Total:	\$80	\$120	\$195	\$245	\$270	\$230	\$205	\$155

- Site Hosting – The monthly service fee that covers access to the application and hosting of the website.
- Site Evaluation – The monthly fee that pays for a quarterly accessibility evaluation of the website.
- Email – The monthly cost of a mailbox, typically for a Board of five people. The cost of a mailbox is \$15 a month.
- Email DLP (Data Loss Prevention) – The additional monthly cost of a more advanced plan that allows for the implementation of loss prevention policies. The cost is \$10.00 month in addition to the mailbox. If the service is selected, all mailboxes must utilize this service.
- Email Manager – The monthly cost of having an email manager who typically has administrative access to all mailboxes. The cost of an email manager is \$25 a month.

Transition to CommunityXS:

We typically create a site in less than four hours!

If you're worried about the transition, don't be. It's very simple. It doesn't take too much time, and we do it all for you. In most cases, the community has an existing site from which we gather all the content, contacts and documents. We'll move the three most recent years of historical data.

The final step is to transfer and/or point the web address to the CommunityXS servers. This is a technical step and we're happy to handle it too.

APPLICATION HOSTING AGREEMENT

CommunityXS

IMPORTANT - READ CAREFULLY: This Application Hosting Agreement ("Agreement") is a legal Agreement between you, the organization or entity, ("Customer") and VenturesIn.com, Inc. ("Provider") which covers the hosting by Provider of the CommunityXS Content Management System. Provider agrees to provide Service to Customer and Customer agrees to pay Provider for Service subject to the following terms and conditions:

1) Service Term:

- a. The effective date of this Agreement shall be the earlier of either: (i) the date on which Customer is first notified by Provider of Service availability or (ii) the date on which Customer first logs on to Service. This Agreement shall remain in effect until unless terminated by either party by giving forty-five (45) days written notice to the other party. Upon termination, Customer shall advise Provider as to the disposition of any Customer data that is stored as part of Service. A service charge may apply. In the event no disposition instructions are provided, or payment of the service charge is not made, any Customer data shall be deleted by Provider.

2) Fees and Payments

- a. Setup Fee: Not to exceed \$320.00.
- b. Service Fee: \$80.00 per month.
- c. Domain Name Registration: \$29.99 per year.
- d. Fees for the Service term and any associated services shall be invoiced in advance and shall be payable on receipt or in accordance with any payment terms that are included on the invoice.
- e. If payment is not made according to the terms of the invoice, Provider reserves the right to terminate service.

3) Services:

- a. Provider shall host a web content management system and delivery platform ("Software").
- b. Provider shall provide Customer with application-level access to Software via an internet Uniform Resource Locator (URL) together with a User ID and password. No direct access to server hardware, operating system, database management system or other system resources shall be provided.
- c. Provider shall store all Customer data created and managed by Software, including files, text and parameters; data shall be backed up on a separate storage system at regular intervals. The amount of storage and monthly network data transfer available to Customer shall not exceed two gigabytes (2GB) and one gigabyte (1GB) respectively, unless otherwise agreed in writing by Provider.

4) Authorized Usage:

- a. Customer agrees that access to Service shall be restricted to authorized agents.
- b. Customer shall use commercially reasonable efforts to protect User IDs and passwords.
- c. Customer agrees that authorized Provider support personnel may access system as required to diagnose and resolve technical issues.

5) Service Level:

- a. Service shall be always available to Customer unless maintenance or upgrades require the system to be unavailable.

6) Limited Warranty:

- a. Provider warrants that the Service will conform substantially with the Service Level for the term of the Service. Customer acknowledges that Provider does not warrant that the Service shall be uninterrupted or error-free.

7) Customer Remedies:

- a. Provider's entire liability and Customer's exclusive remedy shall be as defined in this Agreement. No other remedies are provided to Customer under this Agreement.

8) No Other Warranties:

- a. Except for the Limited Warranty stated above, and to the maximum extent permitted by law, Provider disclaims all other warranties whether express or implied.

9) Limited Liability:

- a. It is expressly agreed that in no event shall Provider be liable for any damages whatsoever. The total liability of Provider to Customer, and anyone claiming by, through, or under Customer for any claims, losses, costs, or damages whatsoever arising out of, or resulting from use or inability to use the Service, from any cause or causes, including but not limited to loss of data, service interruption, negligence, professional errors and omissions, strict liability, breach of contract, or failure to perform, shall not exceed the fees paid by Customer to Provider during the preceding three (3) months.

10) Other Agreements:

- a. This Agreement overrides all prior written and oral communications regarding the Service and sets out the entire agreement between Provider and the Customer.
- b. Supplemental Agreements for Consulting Service may extend the Services related to hosting the Software. Other agreements attached hereto include specific terms relating to other services and only apply during the term of this agreement.

11) No Waiver:

- a. Any failure by either party to exercise an option or right conferred by this Agreement shall not of itself constitute or be deemed a waiver of such option or right.

12) Severability:

- a. If any provision in this Agreement is declared void or unenforceable by any judicial or administrative authority this shall not nullify the remaining provisions of this Agreement which shall remain in full force and effect.

13) Law:

- a. This Agreement shall be governed by the laws of the State of Florida, and the parties agree to submit to the exclusive jurisdiction and venue of the Court of Hillsborough County, Florida in connection with any legal actions hereunder.

14) General:

- a. Should you have any questions concerning this Agreement, or if you desire to contact Provider for any reason, please write: VenturesIn.com, Inc., P.O. Box 272855, Tampa, Florida 33688.

I agree with the terms and conditions of this Application Hosting Agreement:

Authorized Signature:	Printed Name:	Title:	Organization / Community / CDD / HOA	Date:
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SUPPLEMENTAL AGREEMENT FOR WEBSITE ACCESSIBILITY CONSULTING SERVICE

CommunityXS

IMPORTANT - READ CAREFULLY: This Supplemental Agreement for Website Accessibility Consulting Service ("Agreement") is a legal Agreement between you, the organization or entity, ("Customer") and VenturesIn.com, Inc. ("Consultant") which covers the service by Consultant to perform a website accessibility audit and remediation. Consultant agrees to provide Service to Customer and Customer agrees to pay Consultant for Service subject to the following terms and conditions:

- 1) Engagement:**
 - a. Customer desires that Consultant conduct a website accessibility evaluation of a CommunityXS application-based web site.
 - b. Customer desires that Consultant remedy issues found during a website accessibility evaluation.
 - c. This Agreement shall remain in effect until unless terminated by either party by giving forty-five (45) days written notice to the other party.
- 2) Fees and Payments**
 - a. Service Fee: \$40.00 per month.
 - b. Fees for the Services and any associated services shall be invoiced in advance and shall be payable on receipt or in accordance with any payment terms that are included on the invoice.
 - c. If payment is not made according to the terms of the invoice, Consultant reserves the right to terminate Services.
- 3) Services:**
 - a. Consultant shall, pursuant to the terms of this Agreement perform a comprehensive website accessibility evaluation (the "Services") with respect to the Web Content Accessibility Guidelines (WCAG) set forth by the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI). The consultant shall use a variety of tools and software products to facilitate the website accessibility evaluation. The Consultant shall evaluate all website content using automated testing tools and shall manually evaluate each page by reading or otherwise visually inspecting all elements.
 - b. Consultant shall, pursuant to the terms of this Agreement, modify website code and content (the "Services") to conform to the Web Content Accessibility Guidelines (WCAG) set forth by the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI).
- 4) Performance:**
 - a. Conformance to the Web Content Accessibility Guidelines (WCAG) shall be measured and scored by automated accessibility audits generated by Lighthouse, an open-source website auditing suite developed and maintained by Google.
 - b. Consultant agrees to modify web code and content to reach an Accessibility score of one hundred (100); indicating all applicable automated audits are "Passed".
- 5) Service Frequency:**
 - a. Service shall be performed once per calendar quarter within five (5) days of the previous date of Service.
- 6) Authorized Usage:**
 - a. Customer agrees that authorized Consultant support personnel may access system as required to facilitate Services.
- 7) Errors and Omissions:**
 - a. Subject to the terms of this Agreement, the Customer shall not be prejudiced in any way by inadvertent errors or omissions made by Consultant in connection with this Agreement provided such errors and omissions are corrected promptly following discovery thereof. Upon the discovery of an error or omission, Consultant shall make all appropriate adjustments as soon as practicable to correct such error or omission.
- 8) Limitation of Liability**
 - a. It is expressly agreed that in no event shall Consultant be liable for any damages whatsoever. The total liability of Consultant to Customer, and anyone claiming by, through, or under Customer for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Service or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or failure to perform, liability shall not exceed the fees paid by Customer to Consultant during the preceding three (3) months.
- 9) Customer Remedies:**
 - a. Consultant's entire liability and Customer's exclusive remedy shall be as defined in this Agreement. No other remedies are provided to Customer under this Agreement.
- 10) Supplemental Agreement:**
 - a. This Agreement supplements, and is automatically terminated upon termination of, the Application Hosting Agreement CommunityXS.
- 11) No Waiver:**
 - a. Any failure by either party to exercise an option or right conferred by this Agreement shall not of itself constitute or be deemed a waiver of such option or right.
- 12) Severability:**
 - a. If any provision in this Agreement is declared void or unenforceable by any judicial or administrative authority this shall not nullify the remaining provisions of this Agreement which shall remain in full force and effect.
- 13) Law:**
 - a. This Agreement shall be governed by the laws of the State of Florida, and the parties agree to submit to the exclusive jurisdiction and venue of the Court of Hillsborough County, Florida in connection with any legal actions hereunder.
- 14) General:**
 - a. Should you have any questions concerning this Agreement, or if you desire to contact Consultant for any reason, please write: VenturesIn.com, Inc., P.O. Box 272855, Tampa, Florida 33688.

I agree with the terms and conditions of this Consulting Service Agreement:

Authorized Signature:	Printed Name:	Title:	Organization / Community / CDD / HOA	Date:
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HOSTED EMAIL SERVICE AGREEMENT

IMPORTANT - READ CAREFULLY: This Hosted Email Services Agreement ("Agreement") is a legal Agreement between you, the organization or entity, ("Customer") and VenturesIn.com, Inc. ("Provider") which covers the provision, resale and management by Provider of the Microsoft Exchange Platform. Provider agrees to provide Service to Customer and Customer agrees to pay Provider for Service subject to the following terms and conditions:

1) Services

- a. Hosted Email Services
Provider shall provision and resell hosted email services based on Microsoft Exchange Online and related Microsoft 365 services ("Services") to Customer.
- b. Third-Party Platform
Customer acknowledges that the Services are hosted and operated by Microsoft Corporation ("Microsoft") and are subject to Microsoft's technical architecture, features, availability, and limitations.
- c. No Modification of Microsoft Services
Provider does not control and cannot modify the underlying Microsoft Exchange Online service, feature set, availability, or roadmap.

2) Microsoft Terms Apply

- a. Pass-Through Terms
Customer agrees that its use of the Services is subject to and governed by the applicable Microsoft terms, including but not limited to:
 - Microsoft Product Terms
 - Microsoft Online Services Terms
 - Microsoft End User License Agreement (EULA)
 - Microsoft Privacy Statement(collectively, the "Microsoft Terms")
- b. Conflict of Terms
In the event of a conflict between this Agreement and the Microsoft Terms, the Microsoft Terms shall control with respect to the Microsoft services.
- c. Acceptance Required
Customer represents that it has reviewed and accepted the applicable Microsoft Terms or authorizes Provider to accept such terms on Customer's behalf as permitted under Microsoft's reseller framework.

3) Account Ownership and Administrative Access

- a. Tenant Ownership
Unless otherwise agreed in writing, the Microsoft tenant is provisioned for Customer's exclusive use, and Customer retains ownership of its data.
- b. Administrative Rights
Provider may retain administrative access solely for:
 - Provisioning and deprovisioning accounts
 - Billing and license management
 - Troubleshooting and support
- c. Data Access
Provider does not access Customer email content except as required to provide support and only with Customer authorization or as required by law.

4) Billing and Payment

- a. Monthly Billing
Customer shall pay Provider a monthly recurring fee based on the number and type of licenses provisioned. Fee schedule:
 - i. Exchange Online (Plan 1) - \$15.00 per month / per licensed user
 1. 50 GB primary mailbox (50 GB archive) and messages up to 150 MB
 - ii. Exchange Online (Plan 2) - \$25.00 per month / per licensed user
 1. 100 GB primary mailbox (1.5 TB archive) and messages up to 150 MB
 2. Built-in data loss prevention (DLP)
- b. Billing Cycle
Fees are billed monthly in advance unless otherwise stated in writing.
- c. Pricing Changes
Provider may adjust pricing with [30] days' written notice, including changes resulting from Microsoft price adjustments or licensing changes.
- d. Non-Payment
Provider may suspend or terminate Services for non-payment.

5) Service Availability and Support

- a. Service Availability
Service uptime, redundancy, and availability are provided by Microsoft in accordance with Microsoft's published service level commitments.
- b. No Independent SLA by Provider
Provider does not offer a separate or additional service-level agreement beyond Microsoft's SLA.
- c. Support Scope
Provider may provide:
 - i. First-line support
 - ii. License management
 - iii. Basic configuration assistance
 - iv. Issues beyond Provider's control may require escalation to Microsoft Support.

6) Data Privacy and Security

- a. Customer Data Ownership
Customer retains all ownership rights to its data.
- b. Data Processing
Microsoft acts as the data processor for the Services. Provider does not host Customer data.

7) Compliance

- a. Customer is responsible for determining whether the Services meet its regulatory or compliance obligations. (Florida CDD public records retention is governed by the Florida Public Records Law "Chapter 119").

8) Acceptable Use

- a. Acceptable Use Policy
Customer agrees not to use the Services in violation of Microsoft's Acceptable Use Policy or applicable law.
- b. Suspension for Violations
Violations may result in suspension or termination by Microsoft without notice to Provider.

9) Term and Termination

- a. Term
This Agreement shall continue on a month-to-month basis unless terminated.
- b. Termination for Convenience
Either Party may terminate with [30] days' written notice.
- c. Effect of Termination
Upon termination:
 - i. Customer is responsible for exporting its data prior to termination
 - ii. Provider is not responsible for data loss after termination
 - iii. Microsoft may permanently delete data as per its retention policies

10) Limitations of Liability

- a. No Control Over Microsoft Services
Provider is not liable for outages, data loss, or service disruptions caused by Microsoft.
- b. Limitation
To the maximum extent permitted by law, Provider's total liability shall not exceed the fees paid by Customer to Provider during the preceding three (3) months.
- c. Excluded Damages
Provider shall not be liable for indirect, incidental, consequential, or loss-of-business damages.

11) Indemnification

- a. Customer Indemnification
Customer shall indemnify and hold Provider harmless from claims arising out of Customer's misuse of the Services or violation of Microsoft Terms.

12) Relationship of the Parties

- a. Independent Contractors
The Parties are independent contractors. Nothing creates a partnership, agency, or joint venture.
- b. No Authority
Provider has no authority to make representations or warranties on behalf of Microsoft.

13) Governing Law

- a. This Agreement shall be governed by the laws of the State of Florida and the parties agree to submit to the exclusive jurisdiction and venue of the Court of Hillsborough County, Florida in connection with any legal actions hereunder.

14) Entire Agreement

- a. This Agreement constitutes the entire agreement between the Parties regarding the Services and supersedes all prior agreements or understandings.

I agree with the terms and conditions of this Hosted Email Service Agreement:

Authorized Signature:	Printed Name:	Title:	Organization / Community / CDD / HOA	Date:
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SECTION VIII

ASTURIA COMMUNITY DEVELOPMENT DISTRICT
RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, *Florida Statutes*, and on _____, 2026, at a duly noticed public meeting, the Board of Supervisors of the Asturia Community Development District (“District”) adopted the following policy to govern parking and parking enforcement on certain District property (the “Rule” or “Policy”). This Rule repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that Vehicles and Vehicles (hereinafter defined) Parked (hereinafter defined) in the District’s designated parking lots or spaces on an overnight basis, and/or Parking of any Vehicles and Vessels on other grounds of the District, causes hazards and danger to the health, safety and welfare of District residents, paid users and the public. This Rule is intended to provide a means by which the District may tow any such parked Vehicles or Vessels, subject to certain exceptions.

SECTION 2. DEFINITIONS.

- A.** *Commercial Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
- B.** *Designated Parking Areas.* Areas which have been explicitly approved for parking by the District, including areas indicated by asphalt markings and areas designated on the map attached hereto as Exhibit A.
- C.** *Vehicle(s).* Any mobile item which normally uses wheels, whether motorized or not. For purposes of this Policy, unless otherwise specified, any use of the term Vehicle(s) shall be interpreted so as to include Commercial Vehicle(s), Vessel(s), Oversized Vehicle(s), and Recreational Vessel(s).
- D.** *Vessel(s).* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- E.** *Recreational Vehicle(s).* A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- F.** *Parked.* A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.
- G.** *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action. Any District property not designated as a designated parking area is a Tow Away Zone.
- H.** *Overnight.* Between the hours of 12:00 a.m. and 7:00 am daily.
- I.** *Oversized Vehicle.* Any (i) Vehicle heavier or larger in size than one-ton, dual rear wheel pick-up truck; (ii) Vehicles with a trailer attached); (iii) motor coaches; (iv) travel trailers,

camping trailers, park trailers, fifth-wheel trailers, semi-trailers, or any other kind of trailer; and (v) mobile homes or manufactured homes.

SECTION 3. PARKING ALLOWED ON LIMITED BASIS; PROHIBITION; EXCEPTIONS. Vehicles and Vessels may be Parked during daytime hours at the District's designated Parking areas, as shown at **Composite Exhibit A**. That said, Vehicles and Vessels may not be Parked on an overnight basis in designated Parking areas and may not Park on other grounds of the District which are not designated for Parking, including grassy areas near the ponds, at any time. Any Vehicle or Vessel Parked must be Parked within the designated Parking spot and may not be improperly Parked such that it utilizes additional spaces or impedes the flow of traffic in any way. Oversized Vehicles are prohibited from Parking on District property except when actively engaged in loading or unloading. The District Manager and/or Amenity Manager may authorize in writing an exception to this Rule for special events or as necessitated by special circumstances, in which case the written authorization shall be for a limited time, and shall be posted in the windshield of the Vehicle or Vessel. Food Trucks invited to special events are exempt from this Rule.

SECTION 4. ENFORCEMENT.

- A. *First Offense: Written Warning.* The District will attempt to place a written warning on the windshield of the improperly Parked Vehicle or Vessel providing notification that such Vehicle or Vessel is improperly Parked and that, if it is not moved within a certain period of time, the Vehicle or Vessel may be towed.
- B. *Second Offense: Towing.* If the Vehicle or Vessel is not moved after issuance of a warning, is improperly Parked on another occasion after prior issuance of a warning, or if other special circumstances apply as set forth herein, such Vehicle or Vessel may be towed in the District's sole discretion and in accordance with the requirements and procedures set forth at Section 5 herein.
- C. *Special Circumstances:* In the event that the Vessel or Vehicle is Parked in such a manner that blocks access to District property, prevents the safe and orderly flow of traffic through the District, obstructs the ability of emergency vehicles to access roadways or property, causes damage to the District's property, restricts the normal operation of the District's business, or otherwise poses a danger to the District, its residents and guests, the general public, or the property of same, the District reserves the right to immediately tow such Vehicle or Vessel without first issuing a warning.

SECTION 5. TOWING/REMOVAL PROCEDURES.

- A. *Signage And Language Requirements.* Signage providing notice shall be approved by the District's Board of Supervisors and shall be posted on District property in conspicuous locations and in a manner consistent with the requirements of section 715.07, *Florida Statutes*.
- B. *Towing/Removal Authority.* To effect towing/removal of a vehicle or vessel, the District Manager, Amenity Manager, or his/her designee must verify that the subject Vehicle or Vessel was not authorized to Park under this Rule and then must contact a firm authorized by Florida law to tow/remove Vehicles and Vessels for the removal of such unauthorized Vehicle or Vessel at the owner's expense. The Vehicle or Vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

C. *Agreement With Authorized Towing Service.* The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

SECTION 7. PARKING AT YOUR OWN RISK. Vehicles, Commercial Vehicles, Vessels or Recreational Vehicles may be parked on District property pursuant to this rule, provided, however, the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such Vehicles.

SECTION 8. AMENDMENTS; DESIGNATION OF ADDITIONAL TOW-AWAY ZONES OR DESIGNATED PARKING AREAS. The Board in its sole discretion may amend these Rules Relating to Overnight and Parking Enforcement from time to time to designate new Tow-Away Zones as the District acquires additional common areas. Such designations of new Tow-Away Zones are subject to proper signage and notice prior to enforcement of these rules in such areas.

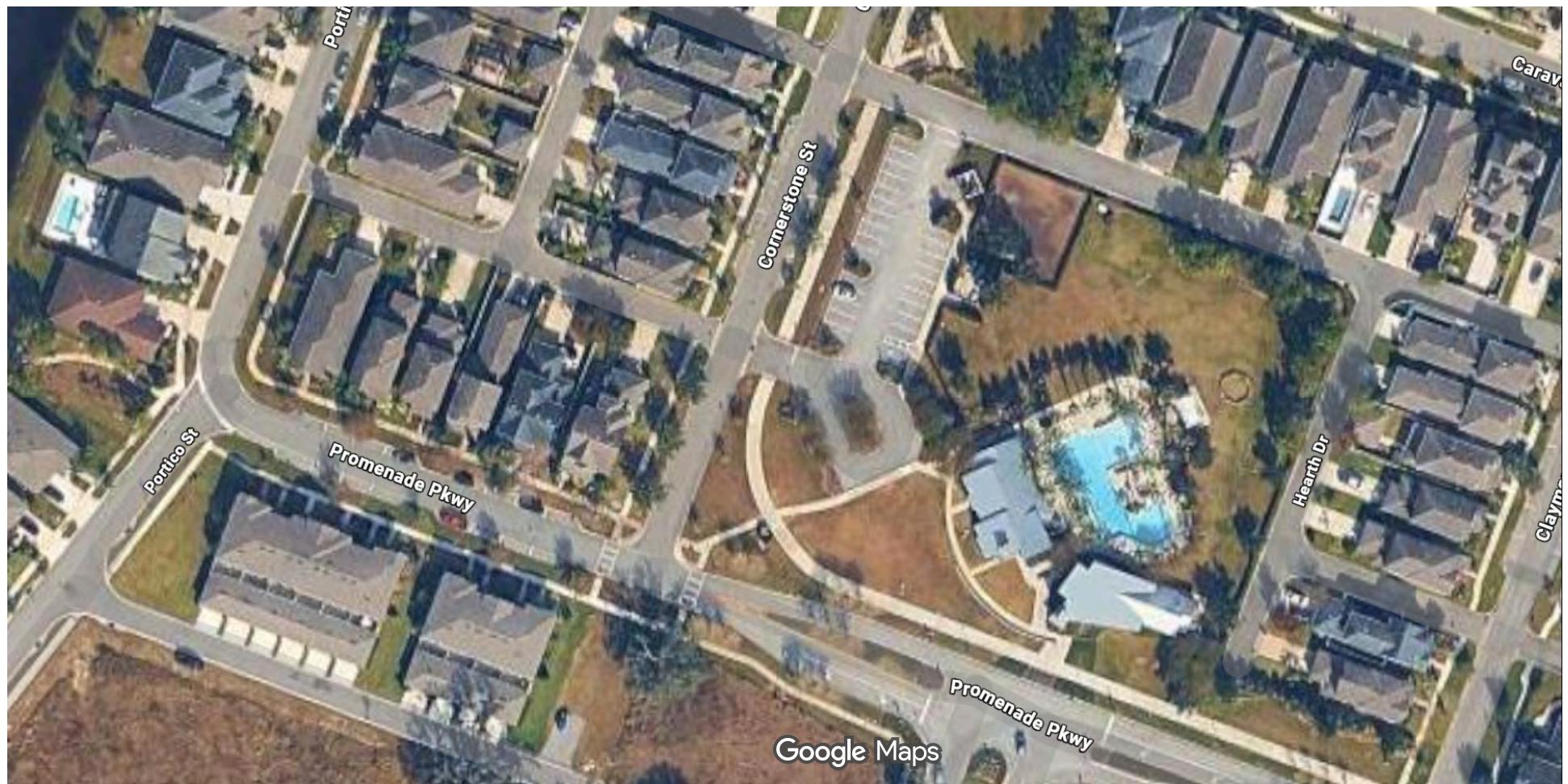
EXHIBIT A – *Designated Parking Areas /Tow Away Zone*

Effective date: _____, 2026

Exhibit A
Designated Parking/Tow Away Zone

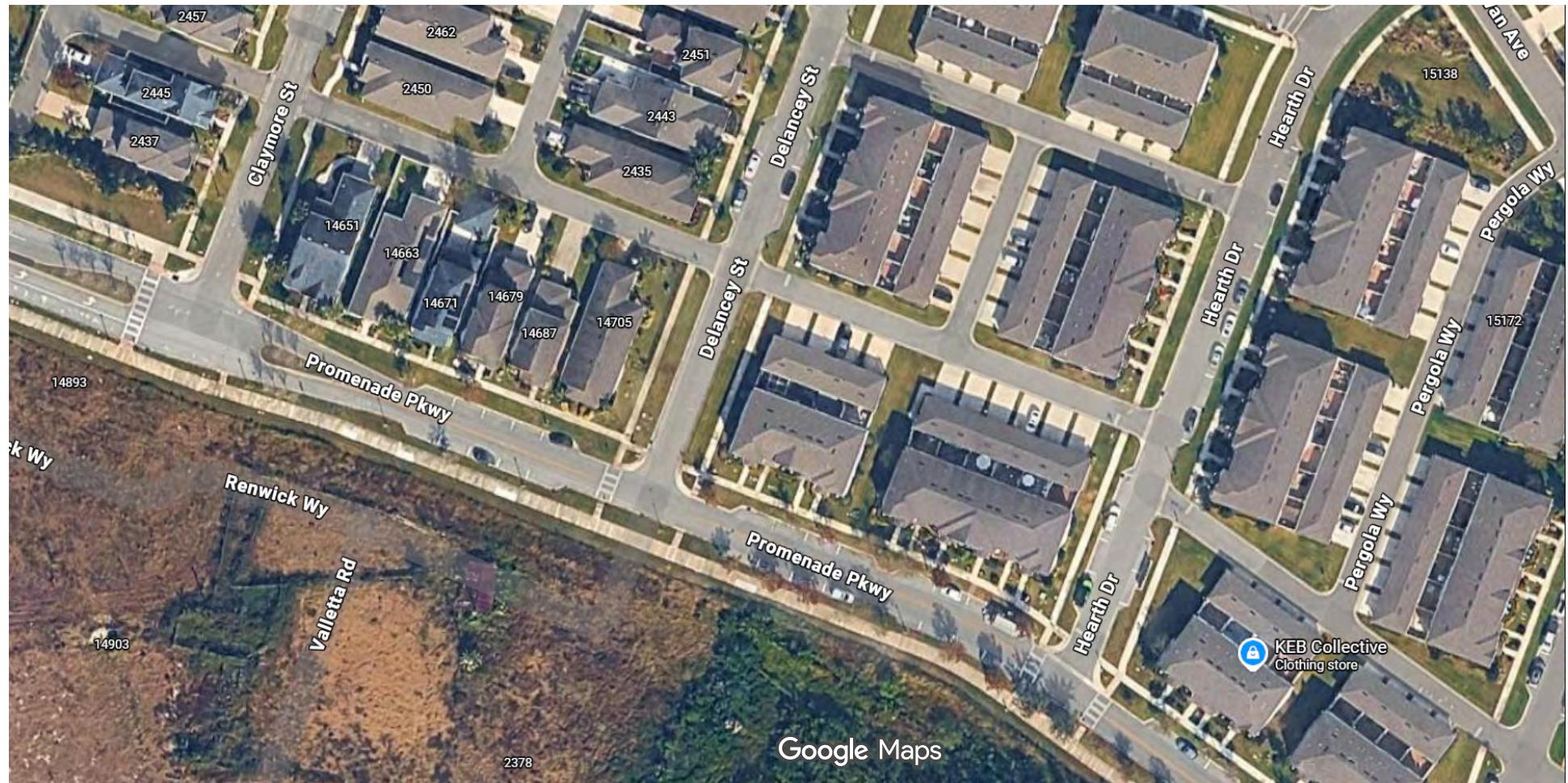
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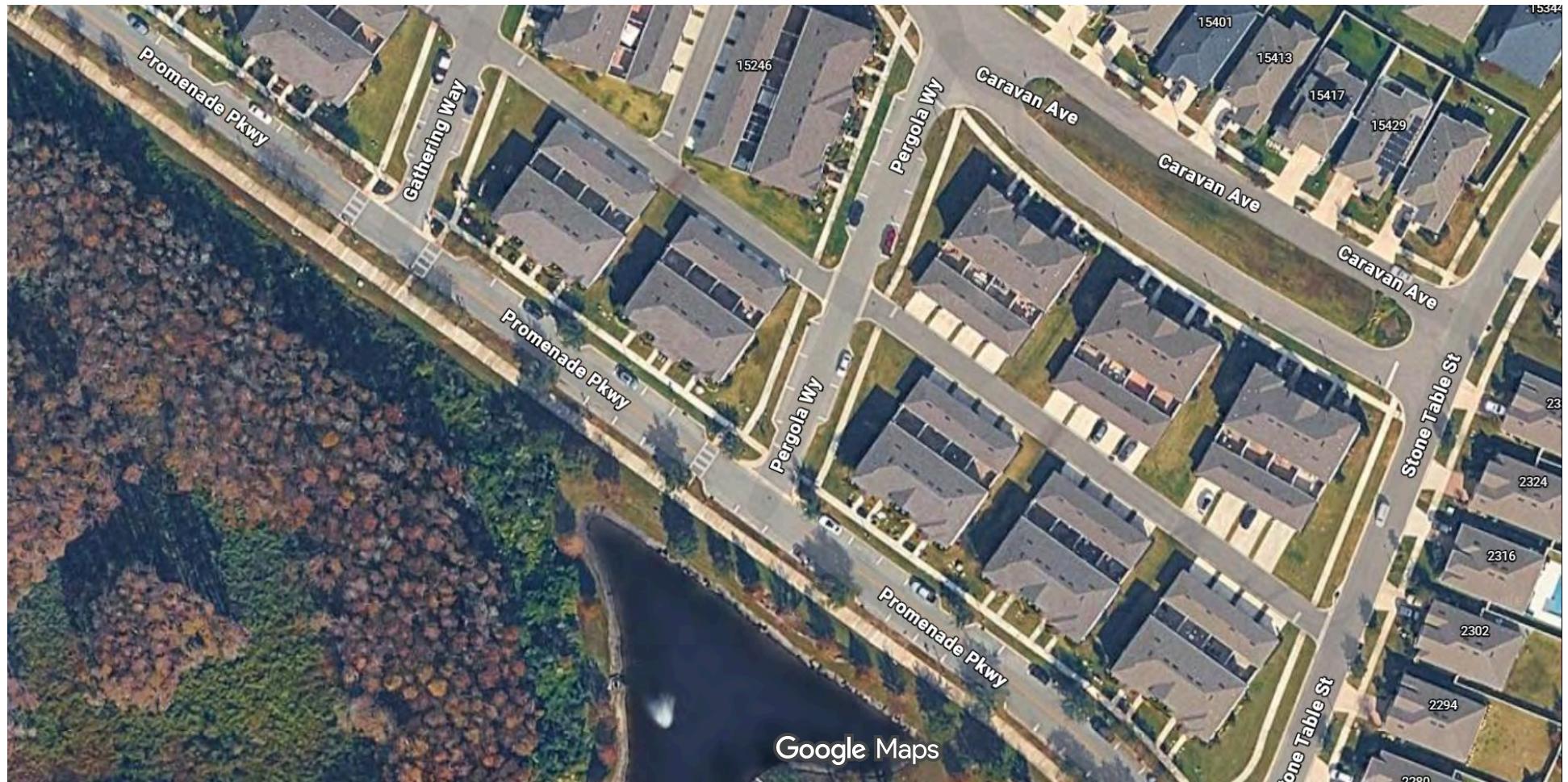
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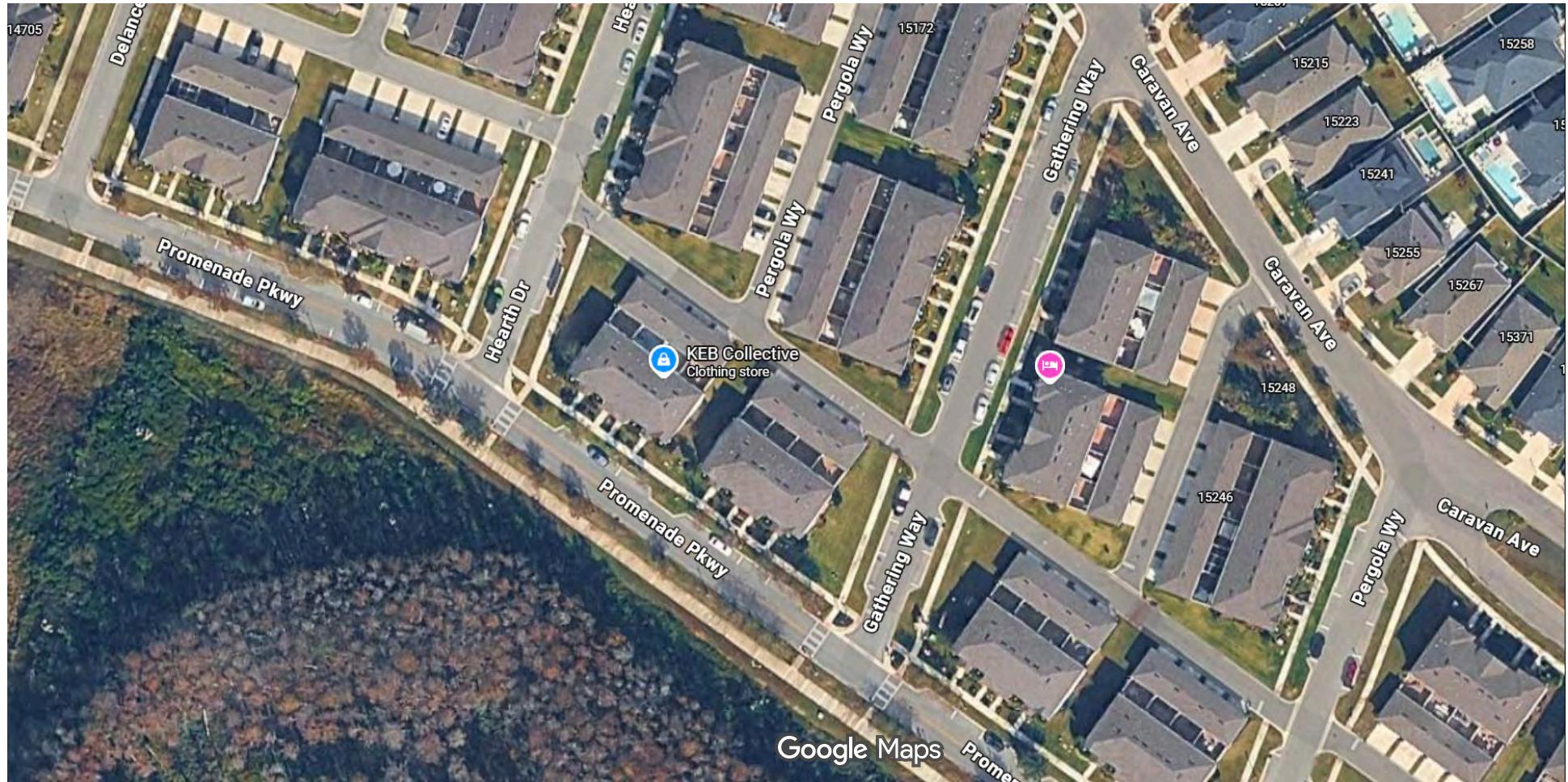
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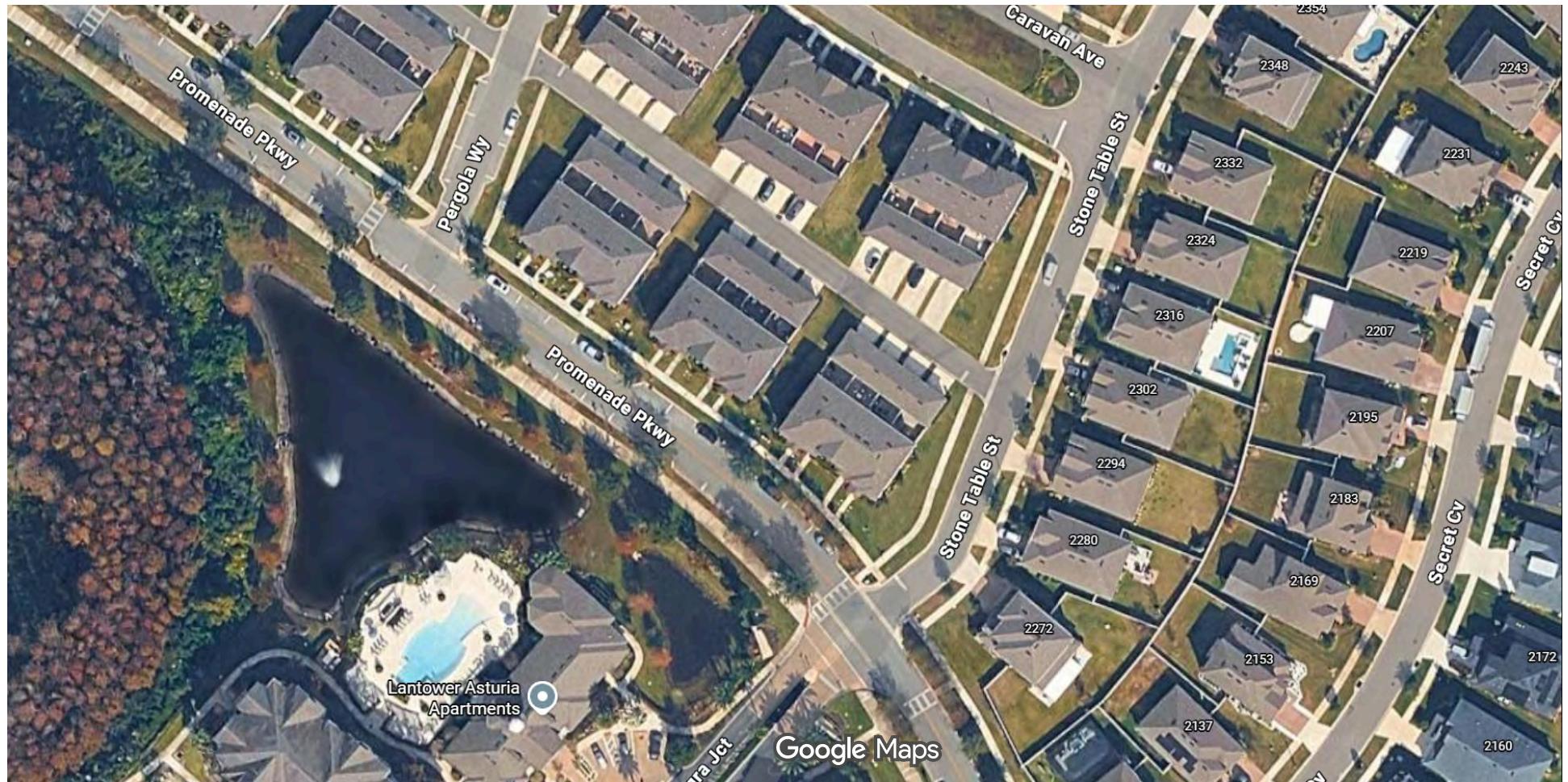
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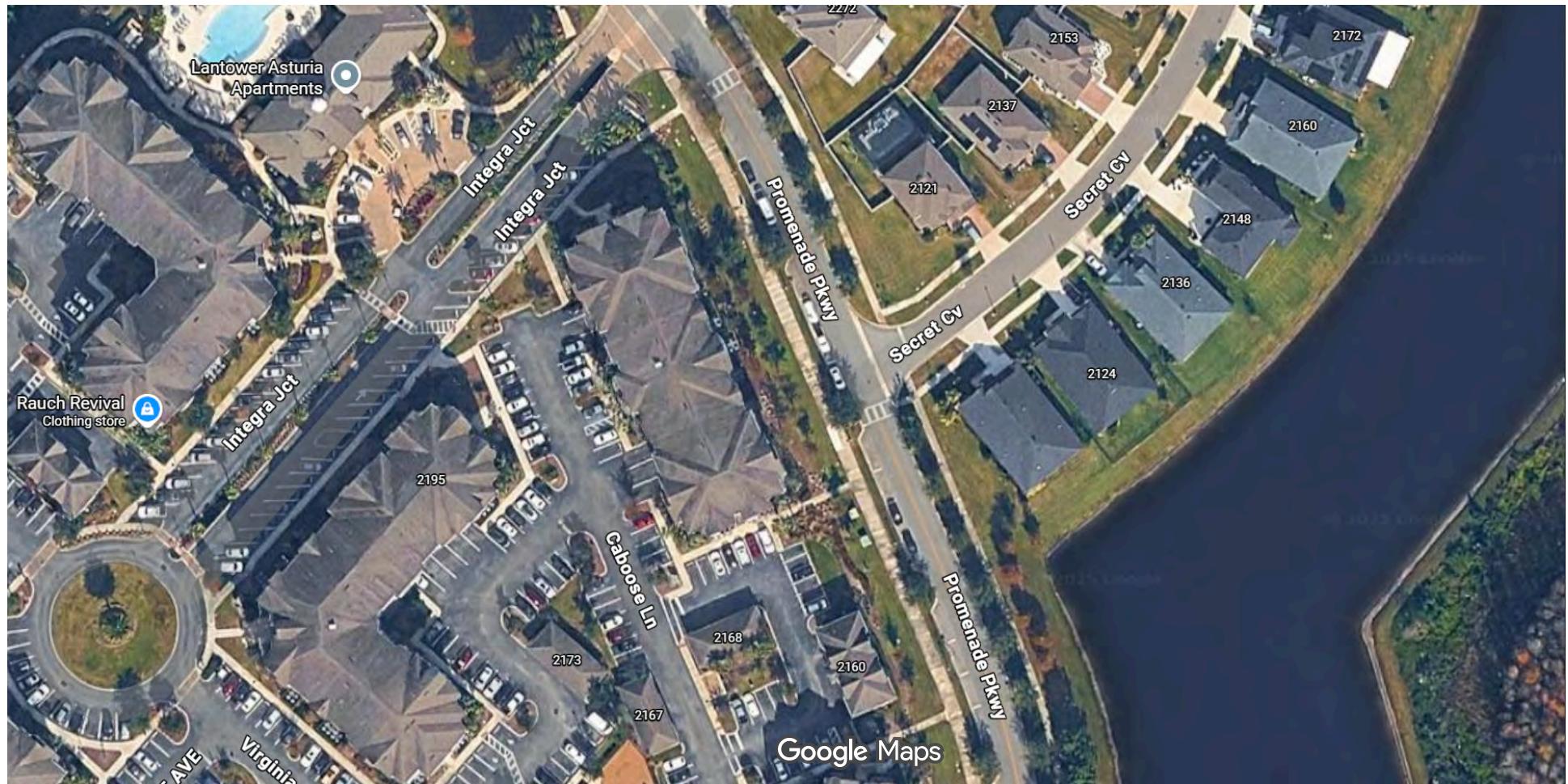
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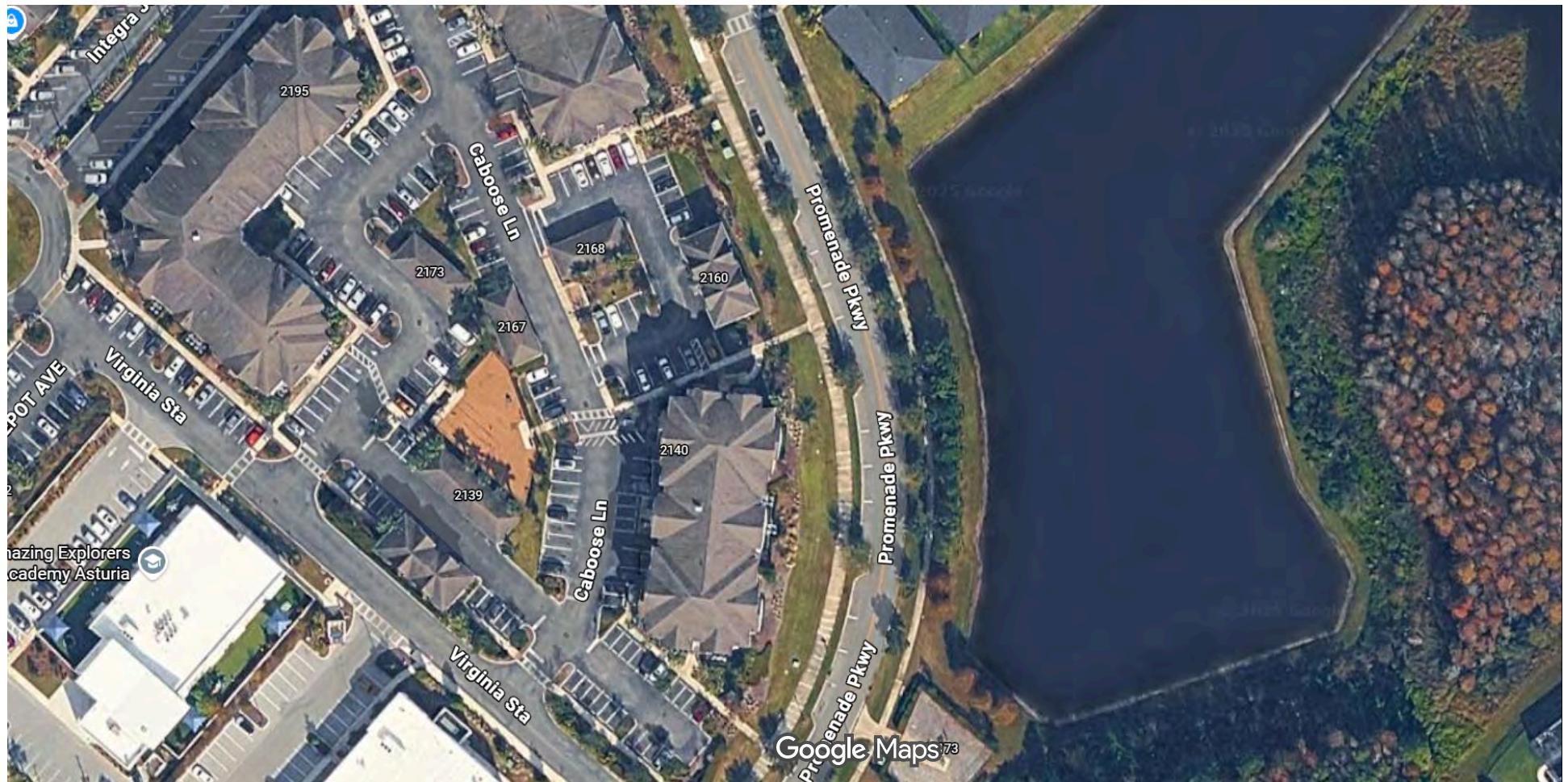
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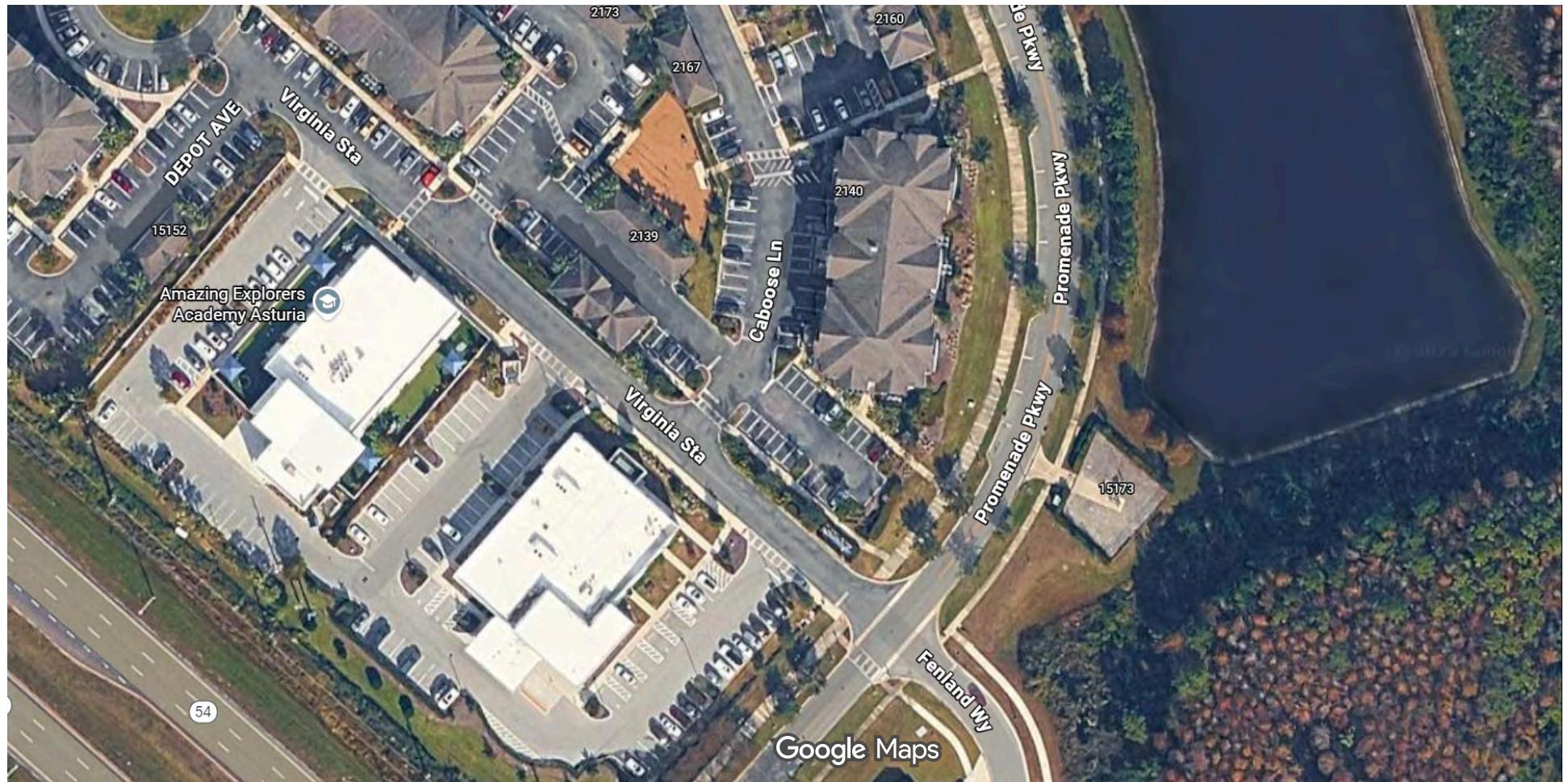
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