



Rizzetta & Company

Harrison Ranch Community Development District

**Board of Supervisors' Meeting
June 8, 2020**

District Office:
9428 Camden Field Parkway
Riverview, Florida 33578
813-533-2950

www.HarrisonRanchCDD.org

**HARRISON RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Harrison Ranch Clubhouse, 5755 Harrison Ranch Boulevard, Parrish, FL 34219

Board of Supervisors	Richard Green Charles Parker Julianne Giella Jay Morrison Susan Walterick	Chair Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Justin Croom	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	Hopping Green & Sams, P.A.
Interim Engineer	Jeb Mulock	ZNS Engineering, LC

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 9428 CAMDEN FIELD PKWY • RIVERVIEW, FLORIDA 33578
www.HarrisonRanchCDD.org

**Board of Supervisors
Harrison Ranch Community
Development District**

June 1, 2020

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harrison Ranch Community Development District will be held on **Monday, June 8, 2020 at 1:30 PM** to be conducted by means of communications media technology pursuant to Executive Orders 20-52, 20-69, and 20-112 issued by the Governor DeSantis on March 9, 2020, March 20, 2020, and April 29, 2020, respectively, and pursuant to Florida Statutes. To access the meeting, please use a telephone to dial 253-215-8782, and enter the ID# 8284309897. If you need assistance participating in the meeting, please contact the District Manager's Office at 813-533-2950. The following is the tentative agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
 - A. Pond & Mitigation Maintenance Update**
 - i. Presentation of Waterway Inspection Report.....USC
 - ii. Consideration of Alum Services ContractTab 1
 - iii. Consideration of Fish Stocking ProposalTab 2
 - B. Landscape Maintenance Updates**
 - i. Presentation of Field Inspection ReportTab 3
 - ii. Consideration of Landscape Enhancement ProposalsTab 4
 - C. District Counsel**
 - D. District Engineer**
 - E. Clubhouse Staff**
 - i. Presentation of Management Report.....Tab 5
 - F. District Manager**
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors' Regular Meeting held on May 11, 2020Tab 6**
 - B. Consideration of Minutes of Audit Committee Meeting held on May 11, 2020.....Tab 7**
 - B. Consideration of Operations & Maintenance Expenditures for April 2020Tab 8**
- 5. BUSINESS ITEMS**
 - A. Consideration of Street Light Proposal.....Tab 9**
 - B. Public Hearing on Amended and Restated Rules of Procedure**
 1. Presentation of Rules of ProcedureTab 10
 2. Consideration of Resolution 2020-11, Adopting Rules of Procedure.....Tab 11

Harrison Ranch Community Development District

- C. Consideration of Fitness Center Preventative
Maintenance ProposalTab 12
- D. Consideration of Community Programming Services
AgreementTab 13
- 6. **SUPERVISOR REQUESTS**
- 7. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions please do not hesitate to call us at (813)533-2950.

Sincerely,

Justin Croom

Justin Croom, District Manager

MINUTES OF MEETING

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

**HARRISON RANCH
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harrison Ranch Community Development District was held on **Monday, May 11, 2020 at 6:30 PM** conducted by means of communications media technology pursuant to Executive Orders 20-52, 20-69, and 20-112 issued by the Governor DeSantis on March 9, 2020, March 20, 2020, and April 29, 2020, respectively, and pursuant to Florida Statutes.

Present and constituting a quorum were:

Richard Green	Board Supervisor, Chair
Charles Parker	Board Supervisor, Vice Chair
Jay Morrison	Board Supervisor, Asst. Secretary
Julianne Giella	Board Supervisor, Asst. Secretary
Sue Walterick	Board Supervisor, Asst. Secretary

Also present were:

Justin Croom	District Manager; Rizzetta & Company
Lauren Gentry	District Counsel; Hopping Green & Sams
Jeb Mulock	District Engineer; ZNS Engineering
Barbara McEvoy	HOA Manager; Rizzetta & Company
Garth Richard	LMP Landscape Services
Jason Jackzack	Solitude Lake Management
Liz Roque	Solitude Lake Management
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Mr. Croom called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments

Several residents commented about re-opening the amenity center facilities and the importance of doing it safely.

A Resident had a comment about construction on Galloway.

49 **THIRD ORDER OF BUSINESS**

**Discussion Regarding Amenity
Closures and Re-Openings**

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District Counsel gave an update on covid-19 impacts on the district. Ms. McEvoy gave an overview of the plan to re-open. Some of the points she made were pool reservation system, the increase in cleaning and sanitation and obtaining PPE and other equipment for staff.

On a motion by Mr. Morrison, seconded by Mr. Parker, with all in favor, the Board of Supervisors approved the opening of the pool with limited furniture and additional monitors for the Harrison Ranch Community Development District.

57

On a motion by Mr. Parker, seconded by Mr. Morrison, with all in favor, the Board of Supervisors approved opening the sports courts but removing the basketball rims for the Harrison Ranch Community Development District.

58

On a motion by Ms. Giella, seconded by Mr. Morrison, with all in favor, the Board of Supervisors approved re-opening the playground near the amenity center with proper signage for the Harrison Ranch Community Development District.

59

On a motion by Mr. Parker, seconded by Ms. Walterick, with all in favor, the Board of Supervisors approved keeping the inside of the clubhouse close with the exception of the pool bathrooms and the gym for the Harrison Ranch Community Development District.

60

On a motion by Mr. Morrison, seconded by Mr. Parker, with all in favor, the Board of Supervisors approved re-opening the veranda but removing the furniture for the Harrison Ranch Community Development District.

61

On a motion by Ms. Walterick, seconded by Ms. Giella, with all in favor, the Board of Supervisors approved the food truck vendors remaining at the amenity center pending an updated license agreement for the Harrison Ranch Community Development District.

62

On a motion by Ms. Walterick, seconded by Mr. Morrison, with all in favor, the Board of Supervisors approved extra daily cleaning checks for the Harrison Ranch Community Development District.

63

On a motion by Mr. Morrison, seconded by Mr. Green, with all in favor, the Board of Supervisors approved authority delegate re-opening decisions to the chairman and staff for the Harrison Ranch Community Development District.

64

On a motion by Mr. Green, seconded by Mr. Parker, with all in favor, the Board of Supervisors approved the amended RASI contract with Rizzetta & Company for the Harrison Ranch Community Development District.

65
66 **THIRD ORDER OF BUSINESS**

Staff Reports

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68 **A. Aquatics Update**

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70 **i. Presentation of Waterway Inspection Report**

71
72 Mr. Croom presented the Waterway Inspection Report to the Board. The
73 Board discussed what needs to be done with the ponds throughout the
74 district and prioritized the ponds by need. Representatives for Solitude Lake
75 Management answered questions from the Board.

76
77 **ii. Ratification of Midge Fly Agreement**

78
79 Mr. Croom presented the midge fly agreement with the Board. The Board
80 would like to add language that if the Board did not renew the agreement
81 then it would be terminated.

82
On a motion by Mr. Green, seconded by Mr. Morrison, with all in favor, the Board of Supervisors ratified the agreement from Solitude Lake Management for midge fly treatment for the Harrison Ranch Community Development District.

83
84 **iii. Consideration of Fish Stocking Proposal**

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86 The Board would like to table this proposal.

87
88 **iv. Consideration of Alum Reset Proposal**

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90 The Board would like to table this proposal.

91
92 **B. Landscape Maintenance Update**

93
94 **i. Presentation of Field Inspection Report**

95
96 Mr. Bell reviewed the field inspection report, and answered general
97 questions from the Board. There was a discussion regarding the irrigation
98 repairs and other landscape issues that the Board would like to be
99 addressed by the LMP. The Board tabled several landscape proposals.

100
On a motion by Mr. Parker, seconded by Ms. Walterick, with all in favor, the Board of Supervisors approved the proposal from LMP for landscape drainage at a total cost of for the Harrison Ranch Community Development District.

101
102 **District Counsel**

103
104 **i. Update on Willow Bend Traffic Construction Traffic**

105
106 Ms. Gentry gave her update on traffic construction to the Board and

107 answered general questions.

108

109 **C. District Engineer**

110

111 No report

112

On a motion by Mr. Morrison, seconded by Mr. Parker, with all in favor, the Board of Supervisors authorized the letter being sent to the developer and to follow up with the county for the Harrison Ranch Community Development District.

113

114 **D. Clubhouse Staff**

115

116 **i. Presentation of April 2020 Management Report**

117

118 Ms. McEvoy reviewed her April 2020 Management report with the Board.

119

On a motion by Mr. Morrison, seconded by Mr. Parker, with all in favor, the Board of Supervisors approved racoon proof garbage cans for the Harrison Ranch Community Development District.

120

121

District Manager

122

123 Mr. Croom stated that the next regular meeting of the Board of Supervisors
124 is scheduled to be held Monday, June 8, 2020 at 1:30 PM at the Harrison
125 Ranch Clubhouse. Mr. Croom discussed the insurance checks he received
126 for the AC damage to the clubhouse that were reflected in April's financials.

127

128 **FOURTH ORDER OF BUSINESS**

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**Consideration of Minutes of Board of
Supervisors' Regular Meeting held on
March 9, 2020**

On a motion by Ms. Walterick, seconded by Ms. Giella, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting, as amended, held on March 9, 2020 for the Harrison Ranch Community Development District.

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133 **FIFTH ORDER OF BUSINESS**

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

Mr. Croom presented the Operations & Maintenance Expenditures Report to the Board for consideration and answered questions.

On a motion by Ms. Walterick, seconded by Ms. Giella, with all in favor, the Board of Supervisors approved the February 2020 (\$132,401.53) & March 2020 (134,996.31) Operations & Maintenance Expenditures Report for the Harrison Ranch Community Development District.

140

141 **SIXTH ORDER OF BUSINESS** **Ratification of 2019 Financial Audit**
142 **Report**
143

On a motion by Ms. Walterick, seconded by Ms. Giella, with all in favor, the Board of Supervisors ratified the 2019 Financial Audit for the Harrison Ranch Community Development District.

144 **SEVENTH ORDER OF BUSINESS** **Consideration of Amenity**
145 **Suspension Letters**
146
147

On a motion by Ms. Walterick, seconded by Mr. Morrison, with all in favor, the Board of Supervisors approved re sending suspension extension letters for the Harrison Ranch Community Development District.

148 **EIGHTH ORDER OF BUSINESS** **Consideration of Aerator**
149 **Maintenance Proposal**
150
151

On a motion by Ms. Giella, seconded by Mr. Parker, with all in favor, the Board of Supervisors approved the proposal for Aerator Maintenance at an annual cost of \$1,200.00 for the Harrison Ranch Community Development District.

152 **NINTH ORDER OF BUSINESS** **Presentation of Voter Registration**
153 **Letter**
154
155

156 Mr Croom presented the voter registration letter to the Board which listed 2,080 voters
157 in the district. He also announced that seats #4 and #5 will be up for re election in
158 November.

159 **TENTH ORDER OF BUSINESS** **Consideration of Resolution 2020-07,**
160 **Authorizing Bank Account**
161 **Signatories**
162
163

164 Mr. Croom presented resolution 2020-07, which will authorize bank account signatories to
165 the Board.
166

On a motion by Mr. Parker, seconded by Ms. Giella, with all in favor, the Board of Supervisors adopted Resolution 2020-07 for the Harrison Ranch Community Development District.

167 **ELEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2020-08,**
168 **Designating Secretary**
169
170

171 Mr. Croom presented resolution 2020-08, which will designate Bob Schleifer to the
172 Board.
173

On a motion by Ms. Walterick, seconded by Ms. Giella, with all in favor, the Board of Supervisors adopted Resolution 2020-08 for the Harrison Ranch Community Development District.

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MINUTES OF MEETING

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

**HARRISON RANCH
COMMUNITY DEVELOPMENT DISTRICT**

The 1st Audit Committee meeting of the Harrison Ranch Community Development District was held on **Monday, May 11, 2020 at 6:30 PM** conducted by means of communications media technology pursuant to Executive Orders 20-52, 20-69, and 20-112 issued by the Governor DeSantis on March 9, 2020, March 20, 2020, and April 29, 2020, respectively, and pursuant to Florida Statutes.

Present and constituting a quorum were:

Richard Green	Board Supervisor, Chair
Charles Parker	Board Supervisor, Vice Chair
Jay Morrison	Board Supervisor, Asst. Secretary
Julianne Giella	Board Supervisor, Asst. Secretary
Sue Walterick	Board Supervisor, Asst. Secretary

Also present were:

Justin Croom	District Manager; Rizzetta & Company
Lauren Gentry	District Counsel; Hopping Green & Sams
Jeb Mulock	District Engineer; ZNS Engineering
Barbara McEvoy	HOA Manager; Rizzetta & Company
Garth Richard	LMP Landscape Services
Jason Jackzack	Solitude Lake Management
Liz Roque	Solitude Lake Management

Audience

FIRST ORDER OF BUSINESS

Call to Order

Mr. Croom called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

**Presentation of Audit Proposal
Instructions**

Mr. Croom presented the audit proposal instructions to the Audit Committee for their consideration.

On a Motion by Mr. Morrison, seconded by Ms. Giella, with all in favor, the Audit Committee approved the audit proposal instructions with price for the Harrison Ranch Community Development District.

47 **THIRD ORDER OF BUSINESS** **Presentation of Audit Evaluation**
48 **Criteria**

49
50 Mr. Croom presented the evaluation criteria with price and without price to the audit
51 committee for their consideration.
52

On a Motion by Ms. Walterick, seconded by Mr. Parker, with all in favor, the Audit Committee approved the evaluation criteria with price as presented for the Harrison Ranch Community Development District.

53
54 **FOURTH ORDER OF BUSINESS** **Presentation of Request for Proposals**
55 **for Annual Auditing Services**

56
57 Mr. Croom presented the RFP advertisement for annual auditing services to the audit
58 committee for their consideration, noting that proposals would then be brought before the
59 committee at their July meeting.
60

On a Motion by Mr. Morrison , seconded by Ms. Walterick, with all in favor, the Audit Committee approved the request for proposals for annual auditing services as presented for the Harrison Ranch Community Development District.

61
62 **FIFTH ORDER OF BUSINESS** **Adjournment**

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On a Motion by Mr. Parker, seconded by Ms. Giella, with all in favor, the Audit Committee adjourned the meeting at 6:41 PM for the Harrison Ranch Community Development District.

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69 _____
Assistant Secretary Chair / Vice Chair

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures April 2020 For Board Approval

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

The total items being presented: **\$116,545.53**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2020 Through April 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Berger, Toombs, Elam, Gaines & Frank	003848	349235	Audit Services FY18/19	\$ 3,015.00
Bright House Networks	003834	088053901031920	0050880539-01 - Gym 03/20	\$ 113.34
Construction Management Services LLC	003835	HR2026	Maintenance 03/20	\$ 427.50
David Cope	003836	031720 COPE	Trap and Remove Wild Hogs 12/19-03/20	\$ 3,900.00
Euphoria Pools & Spas Inc.	003858	SCC-9683	Weekly Pool Services 03/20	\$ 1,400.00
Euphoria Pools & Spas Inc.	003858	SCC-9852	Weekly Pool Services 04/20	\$ 1,400.00
Florida Department of Revenue	003847	Sales Tax 03/20	Sales Tax 03/20	\$ 7.18
Florida Patio Furniture, Inc.	003855	56735	Resling 03/20	\$ 371.00
Florida Power & Light Company	003826	Electric Summary 03/20	FPL Electric Summary Billing 03/20	\$ 5,190.73
Florida Power & Light Company	003849	Electric Summary 04/20	FPL Electric Summary Billing 04/20	\$ 4,687.13
FPL	003856	FPL #2 Summary 03/20	FPL #2 Summary 03/20	\$ 154.49
Frontier Florida LLC dba Frontier Communications of Florida	003850	090719-5 04/20	941-776-3095-090719-5 04/20	\$ 378.96

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2020 Through April 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Global Sanchez, Inc	003843	102864	Pool Lighting 04/20	\$ 1,000.00
Guardian Protection Services, Inc.	003844	55169345	Security Services 04/03/20 - 05/02/20	\$ 44.95
Harrison Ranch CDD	CD0311	Debit Card Replenishment	Debit Card Replenishment	\$ 1,106.94
Hopping Green & Sams	003827	113596	General/Monthly Legal Services 02/20	\$ 4,679.96
Hopping Green & Sams	003851	114067	General/Monthly Legal Services 03/20	\$ 6,449.18
Jan-Pro of Manasota	003857	60192	Janitorial Services 04/20	\$ 850.00
Jan-Pro of Manasota	003857	60663	Enviroshield Application 03/20	\$ 200.00
Landscape Maintenance Professionals, Inc.	003859	151181	Monthly Maintenance 04/20	\$ 30,123.00
Landscape Maintenance Professionals, Inc.	003828	151419	Plants 03/20	\$ 1,392.80
Landscape Maintenance Professionals, Inc.	003828	151420	Plants 03/20	\$ 445.20
Landscape Maintenance Professionals, Inc.	003828	151421	Plants 03/20	\$ 742.40
Landscape Maintenance Professionals, Inc.	003828	151422	Plants 03/20	\$ 1,367.40

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2020 Through April 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Landscape Maintenance Professionals, Inc.	003828	151423	Plants 03/20	\$ 1,562.50
Landscape Maintenance Professionals, Inc.	003828	151424	Plants 03/20	\$ 390.00
Landscape Maintenance Professionals, Inc.	003837	151533	Irrigation Repairs 03/20	\$ 765.00
Landscape Maintenance Professionals, Inc.	003837	151550	Irrigation Repairs 03/20	\$ 765.00
Landscape Maintenance Professionals, Inc.	003845	151559	Irrigation Repairs 03/20	\$ 105.00
Landscape Maintenance Professionals, Inc.	003845	151589	Fertilization 03/20	\$ 7,715.00
Landscape Maintenance Professionals, Inc.	003845	151590	Pest Control 03/20	\$ 720.00
Landscape Maintenance Professionals, Inc.	003859	151860	Irrigation Repairs 04/20	\$ 2,087.00
Marlin Business Bank	003853	17955617	Copystar Copier - Account # 1613410 04/20	\$ 165.80
MCUD	003838	Water Summary Bill 03/20	MCUD Water Summary 03/20	\$ 3,049.57
Mr Tint, LLC	003833	00001225	Custom Tint 03/20	\$ 1,415.00
Presidential Electrical Services, Inc	003839	1517	Lighting Risers on Light Fixtures at Entrance 03/20	\$ 1,375.00

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2020 Through April 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
RB Owens Electric Inc	003829	20201570	Monthly Repairs 03/20	\$ 2,581.10
RB Owens Electric Inc	003829	20201641	Service Call 03/20	\$ 195.00
RB Owens Electric Inc	003846	20201669	Service Call 03/20	\$ 515.00
RB Owens Electric Inc	003840	20201679	Service Call 04/20 - Tennis Court Lights	\$ 97.50
RB Owens Electric Inc	003846	20201692	Service Call 04/20	\$ 3,530.00
RB Owens Electric Inc	003846	20201723	Service Call 04/20	\$ 640.00
RB Owens Electric Inc	003854	20201751	Monthly Inspection 04/20	\$ 390.00
Rizzetta & Company, Inc.	003830	INV0000048123	District Management Fees 04/20	\$ 6,587.50
Rizzetta & Company, Inc.	003860	INV0000049070	BI-Weekly Payroll 4/24/20	\$ 1,528.84
Rizzetta & Company, Inc.	003860	RET0000000919	BI-Weekly Payroll - Credit	\$ (438.44)
Rizzetta Technology Services, LLC	003831	INV0000005687	Website & Email Hosting 04/20	\$ 175.00
Shawn & Patricia Krstonich	003852	041620 Krstonich	Clubhouse Rental Refund	\$ 75.00

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2020 Through April 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Solitude Lake Management	003861	PI-A00388979	Monthly Midge Fly Treatment 04/20	\$ 2,214.00
Solitude Lake Management	003861	PI-A00388980	Monthly Lake and Wetland Services 04/20	\$ 3,644.00
Southwest Maintenance Services, Inc.	003841	3423	Pressure Washing 03/20	\$ 1,650.00
Susan Walterick	003842	033020 Walterick	Clubhouse Rental Refund	\$ 75.00
ZNS Engineering, L.C.	003832	137532	Engineering Services 02/20	\$ 1,320.00
ZNS Engineering, L.C.	003832	137533	Engineering Services 02/20 WUP	\$ 290.00
ZNS Engineering, L.C.	003862	137936	Engineering Services 03/20	\$ 1,624.00
ZNS Engineering, L.C.	003862	137937	Engineering Services 03/20 WUP	<u>\$ 290.00</u>
Report Total				<u>\$ 116,545.53</u>

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT
RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapters 190 and 120 of the Florida Statutes, and on _____, 2020 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harrison Ranch Community Development District (“District”) adopted the following rules to govern overnight parking and parking enforcement. This rule repeals and supersedes all prior rules governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that Vehicles and Vessels (hereinafter defined) Parked (hereinafter defined) in the District’s amenity parking lot 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 and Vessels, subject to certain exceptions.

SECTION 2. DEFINITIONS.

- A. *Vehicle.* Any mobile item which normally uses wheels.
- B. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- C. *Park.* To leave a Vehicle or Vessel unattended by its owner or user.
- D. *Overnight.* Between the hours of 12:00 a.m. and 7:00 a.m. daily.

SECTION 3. PARKING ALLOWED ON LIMITED BASIS; PROHIBITION; EXCEPTIONS. Vehicles and Vessels may be Parked during daytime hours at the District’s amenity center parking lot and in order to access the amenity center facilities. That said, Vehicles and Vessels may not be Parked on an overnight basis in the District’s amenity parking lot, 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. The District’s 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 for a specific location, and shall be posted in the windshield of the Vehicle or Vessel.

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, a fine may be imposed and/or the Vehicle or Vessel may be towed.

- B. *Second Offense: Fine.* If the Vehicle or Vessel is not moved within the time specified in the written warning, if the Vehicle or Vessel is Parked improperly on another occasion after having previously received a written warning, or if the Vehicle or Vessel is known to have previously Parked improperly, whether a previous warning was provided or otherwise, a **\$150** fine shall be assessed, payable to the District.
- C. *Third Offense: Towing.* If the Vehicle or Vessel is not moved after issuance of a warning and imposition of a fine, is improperly Parked on another occasion after prior issuance of a warning and imposition of a fine, 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.
- D. *Special Circumstances:* In the event that the District cannot ascertain the identity of the individual or entity who owns or is in control of the Vehicle or Vessel in order to impose a fine, or if 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 and/or imposing a fine.

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 6. PARKING AT YOUR OWN RISK. Vehicles or Vessels may be Parked on District property in designated parking areas pursuant to this rule, provided however that the

District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or Vehicles or Vessels.

Specific Authority: §§ 120.54, 190.011(5), and 190.041, *Fla. Stat.*

Effective date: _____, 2020

RESOLUTION 2020-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES RELATING TO PARKING; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Harrison Ranch Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Manatee County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board desires to adopt the *Rule Relating to Overnight Parking and Parking Enforcement* (“Rule”), pursuant to the provisions of Sections 190.011(5) and 190.035 and Chapter 120, *Florida Statutes*; and

WHEREAS, the Board has conducted a public hearing for purposes of hearing comments to the proposed Rule and the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

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

SECTION 1. The District hereby adopts the Rule, attached hereto as **Exhibit A**.

SECTION 2. If any provision of this Resolution or the Rule is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 8th day of June, 2020.

ATTEST:

**HARRISON RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A
Rule Relating to Overnight Parking and Parking Enforcement



PREVENTATIVE MAINTENANCE AGREEMENT

4424 N. Lois Avenue, Tampa, FL 33614
P. 813.870.2966 F. 813.870.2896
service@fitrev.com
Prepared For: Harrison Ranch

Purpose of Agreement:

This agreement* specifies the services; timeframe and pricing pertaining to preventative maintenance (PM) and repair services FITREV will provide Harrison Ranch relative to the care of all fitness equipment. During the first PM visit, FITREV will identify and record the specific models and corresponding serial numbers of equipment to be maintained under this agreement.

Preventative Maintenance Services:

FITREV will provide 4 PM services PER YEAR. The full range of PM service includes: mechanical inspections, lubrication, adjustments and repair recommendations to reduce unexpected breakdowns. An internal cleaning of the mechanical compartment is included in this service along with an exterior wipe down. Harrison Ranch will receive 4 PM services from 4/7/2020 and continue for a term of one (1) year; expiring on the anniversary date of the initial purchase of the PM Agreement. Agreement may be canceled with a 30-day written notice at any time**.

Preventative Maintenance Charge:

The services fee is \$175 per service. The PM services fee shall cover all services described previously but shall not cover costs of any parts, materials or supplies as may be necessary or requested by the customer. These will be billed separately as such costs occur. All PM invoices will be submitted to customer upon receipt of the service order provided by the service tech who performed the service call. Service will be suspended if an invoice is unpaid for more than 45 days.

Payments:

Invoices are due upon receipt and payments must be received within fifteen (15) days of receipt of invoice in order to avoid service interruptions. If any PM/Service invoice goes unpaid for more than ninety (90) days, the PM agreement will be terminated, and no further service will be provided until account is brought to current. If non-payment exceeds the ninety (90) day period and account is paid in full preventative maintenance and service will be reinstated upon signing a new preventative maintenance agreement.

Repair Fees:

FITREV will provide full repair services based upon scope of work agreed to by the customer. All repairs will be quoted in advance including all parts and labor costs. Labor rate is \$72/hour (our regular rate is \$80/hour) plus any parts and shipping. The customary service charge of \$80.00 is reduced 50% when a preventative maintenance agreement is in place.

Signature and Title of authorized personnel

Date

*PM agreements left unsigned are good for 90 days and include only the equipment listed on page 3

**Additional equipment can be added after the agreement is in place with an analysis and new agreement



PREVENTATIVE MAINTENANCE AGREEMENT

Treadmills	Cross-Trainers	Stairclimbers	Bikes	Strength	Spin Bikes
✓Inspect drive belt	✓Check tracks	✓Clean friction belt	✓Check Kevlar belt	✓Lubricate rods	✓Clean flywheel
✓Inspect belts	✓Lubricate lift	✓Grease pivots	✓Check seat	✓Grease fittings	✓Adjust flywheel
✓Inspect flip deck	✓Inspect wheels	✓Check springs	✓Lubricate chains	✓Tighten nuts	✓Clean chains
✓Inspect rollers	✓Inspect rollers	✓Check cables	✓Check cranks	✓Check upholstery	✓Clean frames
✓Lubricate lift	✓Inspect pad	✓Lubricate chains	✓Check alternator	✓Adjust plates	✓Adjust tension
✓Inspect wheels	✓Check flywheels	✓Check shocks	✓Check electronics	✓Check cables for proper tension and damage	✓Lubricate tension
✓Inspect pads	✓Diagnose errors	✓Check handrails	✓Check Kevlar belt		✓Lubricate pedals
✓Inspect feet	✓Check stride	✓Clean friction belt	✓Check seat		✓Lubricate bearing
✓Diagnose errors	✓Check tracks	✓Grease pivots	✓Lubricate chains		✓Lubricate chains
✓Check mileage	✓Lubricate lift	✓Clean interior mechanical compartment	✓Check cranks		✓Lubricate seat
✓Check amp draw	✓Clean interior mechanical compartment		✓Check alternator		✓Lubricate knobs
✓Clean interior mechanical compartment			✓Clean interior mechanical compartment		

*PM agreements left unsigned are good for 90 days and include only the equipment listed on page 3

**Additional equipment can be added after the agreement is in place with an analysis and new agreement



PREVENTATIVE MAINTENANCE AGREEMENT

Best practices between PM services

- Your equipment, especially your cardio equipment, attracts dust. To prolong the life and health of your fitness equipment, it is important to vacuum your fitness room making sure to get under and around all fitness equipment as well as the corners of the room at least once a week. The more often this is done, the better it is for your equipment - dust build up impacts the wear and mechanics of your equipment.
- Your equipment needs to be wiped down with an approved cleaner such as Simple Green (30pp water to 1pp solution) from top to bottom - focusing on areas where sweat drips to prevent corrosion and rust, not to mention the spread of illnesses.

We are here to help you provide your members/customers/residents and patients with the best possible fitness experience. Please feel free to reach out with any questions, concerns or if your equipment is in need of repair in between PM calls.

Our standard hours of operations are as follows:

Monday thru Friday: 8:30am - 5:00pm
Saturday and Sunday: Closed

*PM agreements left unsigned are good for 90 days and include only the equipment listed on page 3

**Additional equipment can be added after the agreement is in place with an analysis and new agreement

AGREEMENT FOR COMMUNITY PROGRAM SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of June, 2020, by and between:

Harrison Ranch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Manatee County, Florida, and whose address is 9428 Camden Field Parkway, Riverview, Florida 33578 ("**District**"), and

_____,
_____, whose address is

("Contractor");

and is acknowledged by

Rizzetta & Company, Inc., a Florida corporation with offices located at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 ("**Amenity Manager**").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure improvements and recreational facilities; and

WHEREAS, the District desires to retain an independent contractor to provide amenity programming services for the benefit of the District's Patrons and Guests, as those terms are defined in the District's Amenity Rules & Policies; and

WHEREAS, under separate contract, the Amenity Manager provides amenity management services and is responsible for coordinating community program services; and

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

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

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

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

2. **Duties.** The scope of Services, and schedule for the Services, are as set forth in **Exhibit A.** Contractor shall:

- a. Coordinate Services directly with District's representative, which shall be the Amenity Manager or his or her designee;
- b. Ensure that only District Patrons and Guests, within the meaning of the District rules and policies, as amended from time to time, participate in the lessons, activities or programs offered as part of the Services;
- c. Shall abide by the District rules and policies, as amended from time to time, and shall notify the Amenity Manager in the event that any Patron, Guest or other person fails to abide by the District rules and policies;
- d. Maintain the area where the area where the Services are provided during Contractor's use of the amenities, including, but not limited to, ensuring cleanliness and debris-free condition;
- e. Be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are performed; and
- f. Maintain all necessary licenses, permits and other authority to provide such Services.

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

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

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

5. **Professional Judgment.** Contractor represents that it is qualified to provide the Services and has all applicable licenses, certifications and other regulatory approvals or qualifications, consistent with industry standards. Contractor shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in providing the Services,

including taking precautions for the safety of the attendees and others at the amenities. The District shall in no way be responsible for the safety of any participant or other person while using District facilities. All such participants shall execute the District's form waiver agreement, and the Contractor shall be responsible for ensuring that participants have executed the form.

- a. For those offering swim instruction, Contractor further represents that Contractor has the certification(s) as provided in s. 514.071, Florida Statutes and other applicable law. For those providing pool monitor services, Contractor agrees to ensure that the operation and maintenance of the swim amenities are in compliance with all requirements of applicable law, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plans. If the District so agrees in writing, the Contractor may staff the pool with pool monitors who are not certified lifeguards, provided that, to the extent required by law and as reasonably determined by the Contractor, the Contractor shall further employ additional attendants who have the current requisite certificate from the American Red Cross (or an acceptable alternative from another provider), undergo periodic in-service training and otherwise met any legal requirements. Documentation of such certification and training must be on file at the amenities facilities and available upon request.
- b. All minors participating in any lessons, activities or programs shall only participate with the consent of a parent or guardian, and Contractor shall be required to abide by the District's Youth Program Safety Guidelines, a copy of which may be obtained from the Amenity Manager, when interacting with children in any way.

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

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

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

9. **Indemnification.** Contractor agrees to defend, indemnify and hold harmless the District and its Supervisors, Staff (including District Manager, District Counsel, etc.), Amenity Manager, contractors, agents, and representatives from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, including, but not limited to, all employees,

agents and representatives of the Contractor, attendees, and persons traveling to or from the lessons, activities or programs offered by Contractor, and for any injuries, death, theft, real or personal property damage or loss of any nature, and any other claim of any type or nature, arising out of, or in connection with, the Services or Contractor's use of the amenities in connection with this Agreement, including the costs of litigation or any appellate proceedings with respect thereto.

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

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

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

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

14. **Third Party Rights.** This Agreement is solely for the benefit of the parties and no right or any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement.

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

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

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

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

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

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

If to Contractor: _____

Attn: _____

If to District: Harrison Ranch Community Development District
9428 Camden Field Parkway
Riverview, Florida 33578
Attn: District Manager

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

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each of the parties may deliver Notice on behalf of the party counsel represents. Any party or other person to whom Notices are to be sent or copied may notify the other party and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the party and addressees set forth herein.

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

[Signatures on Following Page]

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

By: _____

**HARRISON RANCH
COMMUNITY DEVELOPMENT DISTRICT**

By: _____

This Agreement is hereby acknowledged by:

RIZZETTA & COMPANY, INC.

By: _____

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

Exhibit A
Scope, Schedule & Compensation

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

	Lesson, Activity or Program	Permitted Fee to Patrons	Contractor Compensation
X	Fitness Class (Zumba)		
	Yoga		
	Tennis Lesson		
	Swimming Lesson		
	Other:		

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

- Contractor shall directly collect any and all fees from Patrons, and remit any amounts above Contractor's compensation to the Amenity Manager; OR
- Patrons shall make payment directly to the Amenity Manager or through a third-party service (e.g., Pay Pal).

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

See
attached.

Agreed to by Contractor:
Agreed to by District:
Date: _____

_____ (Initials)
_____ (Initials)

Exhibit B
Insurance Certificate (with Endorsements)

Amounts:

<input checked="" type="checkbox"/> General Liability	\$100,000
<input type="checkbox"/> Professional Liability	\$ _____
<input type="checkbox"/> Other	\$ _____
<input type="checkbox"/> Other	\$ _____

The Harrison Ranch Community Development District, and its Supervisors, Staff (including District Manager, District Counsel, Amenity Manager, etc.), contractors, agents, and representatives shall be named as additional insureds on all insurance policies named above, unless otherwise stated.

[NOTE: PLEASE ATTACH INSURANCE CERTIFICATE AND ENDORSEMENTS]

**ADDENDUM
TO AGREEMENT FOR COMMUNITY PROGRAM SERVICES**

THIS ADDENDUM (the “**Addendum**”) to the *Agreement for Community Program Services*, dated _____, 2020 (the “**Agreement**”) is made and entered into this ____ day of June, 2020, by and between:

Harrison Ranch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Manatee County, Florida, and whose address is 9428 Camden Field Parkway, Riverview, Florida 33578; and

_____,
_____, whose address is

_____ (“**Contractor**”);

RECITALS

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

WHEREAS, the District owns and maintains as public improvements an amenity center with various recreational facilities (“**Facilities**”); and

WHEREAS, the District has retained Contractor as an independent contractor to provide amenity programming services for the benefit of the District’s Patrons and Guests, as those terms are defined in the District’s Amenity Rules & Policies; and

WHEREAS, due to the COVID-19 public health emergency, the District has implemented certain additional procedures to ensure that its Facilities and activities taking place therein are operated safely and in accordance with federal, state, and local laws, regulations, and guidelines; and

WHEREAS, the Parties wish to amend the Agreement to specify certain additional measures the Contractor must implement in order to use the District’s Facilities under the Agreement.

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

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Addendum.
2. **REQUIREMENTS RELATED TO COVID-19.** Effective immediately and for the duration of the COVID-19 public health emergency, the Contractor must implement the following measures:

- a. The Contractor is responsible for enforcing social distancing among its participants, consistent with all federal, state, local, and industry requirements, guidelines, and best practices. This includes, but is not necessarily limited to:
 - i. Ensuring that no more than ten (10) participants, including the instructor, are present for any class or activity; and
 - ii. Ensuring that all participants remain at least six (6) feet apart.
- b. Only Patrons shall be allowed to participate in any classes or activities offered under the Agreement. No Guests shall be allowed to access the Facilities.
- c. All individuals associated with the Contractor, including staff and participants, must submit a waiver in substantially the form attached hereto as **Exhibit A** before accessing the District's Facilities.
- d. Before allowing any individual to access the District's Facilities or participate in the activities offered under the Agreement, the Contractor must ask the following screening questions, and if the answer to any is "yes," prevent that individual from accessing the Facilities:
 - i. Do you have or have you had in the past 48 hours a cough, shortness of breath, fever (100.4+), chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss/change in taste/smell or diarrhea?
 - ii. Have you been in close contact (within 6 ft for at least 5 minutes) with anyone with the above symptoms?
 - iii. Have you been exposed to anyone who tested positive for COVID-19 in the past 14 days?
 - iv. Have you been exposed to anyone who is currently waiting for COVID-19 test results?
 - v. Have you traveled internationally or been on a cruise during the past 14 days?
 - vi. Have you traveled to an out-of-state hotspot or to an in-state hotspot (Miami-Dade, Broward or Palm Beach counties) during the past 14 days?
- e. In the event that any individual associated with the Contractor who has used the District's Facilities tests positive for COVID-19, the Contractor shall immediately notify the District and cease all use of the Facilities until the District notifies the Contractor that use may resume.

3. INDEMNIFICATION. The Contractor acknowledges and agrees that its indemnification obligations under Section 9 of the Agreement apply fully to any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions, and judicial decrees (including without limitation, costs and reasonable attorney's fees for the District's legal counsel of choice, whether at trial or on appeal), arising from any negative health effects related to COVID-19 in connection with the use of the District's Facilities under the Agreement and this Addendum.

4. AUTHORITY. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Addendum, and that the respective parties have complied with all requirements of law and have full power and authority to comply with the terms and provisions of this Addendum.

5. **CONFLICTS.** The Agreement remains in full force and effect, except to the extent expressly amended pursuant to this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized officers to be effective as of the day and year first above written.

_____	HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT
_____	_____
—	—
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

Exhibit A: Form of Waiver

EXHIBIT A
Form of Waiver

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

I acknowledge that I have freely chosen to participate in certain recreational activities (the "Activities") provided by _____ ("Contractor") at the Harrison Ranch Community Development District (the "District") amenity facilities (the "Facilities"). I understand that the District and the Contractor have taken reasonable precautions to protect staff and participants from exposure to COVID-19 during these Activities. Those measures include, but are not limited to, screening of attendees and staff and enforcement of proper requirements for social distancing and sanitization.

I agree that by participating in the Activities, I will fully comply with all such measures or face ejection from the Facilities. I further acknowledge that my attendance may result in risk of exposure to COVID-19 in spite of the above measures, and I assume any such risk that may arise therefrom. I accept full responsibility for all medical expenses for any injuries, illness, or exposure I might receive by reason of my attendance and/or participation.

By signing this Acknowledgment and Release, I also hereby release the District and its Supervisors, officers, staff, employees, agents, and assigns ("Released Parties") from and against any and all claims, demands, actions, complaints, suits or other forms of liability that any of them may sustain arising out of (a) my participation in the Activities, (b) a failure to comply with the measures imposed by the Contractor or District, (c) a failure to comply with local, state, and federal laws and policies, procedures, and the District amenity rules; and (d) any damage, injury, or illness caused by myself or my child(ren) (together, the "Released Claims").

I also agree to indemnify and hold harmless the Released Parties from the Released Claims, including any and all related costs, attorney fees, liabilities, settlements, and/or judgments. I confirm that I have carefully read this Acknowledgement and Release, fully understand the above conditions, and agree to its terms knowingly and voluntarily. I also confirm that I am the parent or legal guardian of the child(ren) named below or that I am 18 years of age or older.

IN WITNESS WHEREOF, I have signed this Acknowledgement and Release on this _____ day of _____, 2020.

SIGNATURE: _____

NAME: _____

NAMES OF MINOR CHILD(REN): _____
