All cellular phones and pagers must be turned off 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.
Dear Board Members:

The continued meeting of the Board of Supervisors of the Harbor Bay Community Development District will be held on Thursday, November 7, 2019 at 6:00 PM at the MiraBay Clubhouse located at 107 Manns Harbor Drive, Apollo Beach, Florida 33572. The following is the tentative agenda for this meeting:

1. CALL TO ORDER/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. AUDIENCE COMMENTS ON AGENDA ITEMS
4. CHAIRMAN’S PERSPECTIVE ON AGENDA ITEMS ............................................Tab 1
5. BUSINESS ITEMS
   A. Transition of District Manager, Property Management and Amenity Management responsibilities.............................................................Tab 2
   B. Ratify Addendum to Premier Technologies’ Agreement............................Tab 3
7. CONSENT AGENDA ITEMS/BUSINESS ADMINISTRATION
8. STAFF REPORTS
   A. District Counsel
   B. District Engineer
   C. District Manager
9. SUPERVISOR REQUESTS
10. AUDIENCE COMMENTS
11. ADJOURNMENT

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

Sincerely,

Joseph Roethke
Joseph Roethke
Regional District Manager
Tab 1
Chairman’s Perspective on Agenda Decisions for 11-07-19

What follows is the Chairman’s perspective on what decisions need to be made at the meeting as well as any other relevant annotated notes.

1. Transition of District Manager, Property Management and Amenity Management responsibilities
   a. Approve DPFG and Vesta contracts
   b. Finalize WTS/Vesta transition date
   c. Identify transition concerns and expectations
   d. Update on progress with transition plan and seek to resolve any obstacles to a smooth transition
Tab 2
In the email that follows, I have attempted to identify transition expectations for DPFG and Vesta.

At the Nov 7 and 21 CDD meetings, I would like to discuss the following:

- Are there other expectations Supervisors want to highlight?
- Does DPFG or Vesta understand these expectations and are there any obstacles to meeting or exceeding these expectations?

I am assuming DPFG, Vesta, Rizzetta and WTS management will be attending the Nov 7 and 21 meetings and will prepared to discuss transition expectations and obstacles to success.
Patricia and Margaret,

Ideally, I would like both of your organizations to exceed Supervisor and resident expectations and experience "early wins" and avoid any "missteps" or "snafus". With that objective in mind, I would encourage you to look at the following:

- What is the "customer experience" every employee will be trained to deliver starting on Day 1
  - For the Dec Board meeting, include in the agenda packet the "customer experience" you want your employees to deliver
  - What type of quality control process will you implement
- For Day 1, please ensure your Staff is trained on how to address common resident questions or issues
  - Obtaining a new proximity card or vehicle sticker
    - New owner
    - New renter
    - Replacement card/sticker
    - Updating HOAs appropriately
  - Registering for an event or program
  - Paying for an event or program
  - Disputing a charge to their credit card
  - Registering a new boat
    - Handling the docking of a new, unregistered boat brought into the community
  - Use of boat lift or Landing Park ramp
  - Checking out kayaks
  - Problems with fitness equipment or TVs
- Parents will be very sensitive to "declines" related to the care of their children.
  - From Day 1, understand what has been available in the past and make sure you meet or exceed the standard of care currently provided to our children.
  - What type of quality control process will you implement
- Many adults enjoy the Friday evening programs, e.g., Build a Burger, First Friday, etc. provided by WTS every month.
  - From Month 1, maintain current programs or introduce new programs and take steps to ensure you meet or exceed resident expectations
- Our landscaping is a distinguishing feature of the community
  - At the Dec or Jan Board meeting, include in the agenda packet and be prepared to discuss what steps you will take to ensure CLM is meeting or exceeding our quality standards
- Food variety, quality and pricing is a highly visible component of amenity services.
  - At the Dec, Jan or Feb Board meeting, include in the agenda packet and be prepared to discuss what changes to our cafe services you plan to implement.
- Many residents utilize our fitness center.
  - At the Dec or Jan Board meeting, include in the agenda packet a "Fitness Calendar" and any proposed changes to our Tennis, Aquatic or Personal Training Program
  - Ensure Staff is able to show residents how to use our new fitness equipment
- Historically, MiraBay has offered a diverse set of activities during the course of a calendar year
  - At the Jan or Feb Board meeting, include in the agenda packet a tentative 12-month calendar of planned events
- As I mentioned in our phone conversations, the Board is considering several different capital projects.
  - At your earliest convenience, the Board will be interested in hearing your perspective and recommendations on each of these projects
- Vandalism and clean-up of our basketball/pickle ball courts is an ongoing problem.
  - After familiarizing yourself with Envera and our camera system, include in the agenda packet the solution you plan to implement to correct this problem.
- Check with District Counsel to determine if your proposed "solution" needs to be sent to the Board under separate cover and discussed in a "closed session".
  - Processing upland claims
  - Sending e-blasts to the community
  - The Board has suggested updates to our Amenity Handbook.
    - This is a lower priority; however, let me know an appropriate T-date for you forwarding your input to District Counsel for their review prior to the Board's review.

Joe, Ashley and Miguel,

Please be cognizant of the aforementioned issues as you review transition details with DPFG and Vesta.

Joe,

Would you include this email in the agenda packet for the Nov 7 continued meeting as well as the Nov 19 regular meeting.

Kind regards,

Paul

Paul Curley

If the content of your email discusses CDD business and it is sent to my CDD or my personal email address, your email is a part of the public record.
Joe,

Hello. As promised, below is a summary update on key items we’ve been working and/or will be working on as part of our overall transition with Harbor Bay CDD:

1. Vesta will be participating along with the other management companies in as-needed conference calls, initiated and organized by District Counsel. The first is scheduled for Monday, Nov. 4. In addition, Vesta has drafted a detailed “Transition Tracker” document and sent this to District Counsel on Oct. 29. This will serve as a guide for our team and will be updated as we continue to move forward with the transition, as needed.

2. Over the past couple of weeks, Vesta and WTS engaged in good-faith negotiations in an attempt to enable Vesta to consider possibly employing current WTS staff at MiraBay. As of today, a satisfactory resolution of this matter has not been achieved. Therefore, Vesta has communicated to WTSs that we are moving forward with our transition responsibilities on the basis that we will not be able to consider any WTS staff, due to time being of the essence will a great deal of work involved with our transition on behalf of the District. This reality will not hinder our ability to fulfill our contract in service to the District and its residents, from Day One forward.

3. Vesta and Rizzetta began a similar dialogue about this same matter on Oct. 22 but to-date, Vesta has not received any definitive information from Rizzetta senior management, although we expect to receive that by tomorrow, Nov. 1. Therefore, similar to #2 above, as of this moment we are continuing to move forward with our preparations for fulfilling the District’s Grounds Maintenance Management services on the basis that we will not be considering any current Rizzetta staff.

4. A team from Vesta, led by Ginger Anzalone, along with the chairman, Paul Curley, conducted a very-helpful and thorough walk-through of all of the MiraBay amenity facilities and operation on Wed., Oct. 30. We will continue to ask for similar opportunities IF necessary and in a manner that does not inconvenience or hinder the current staff’s daily responsibilities.

5. Another key action-item for this month is to develop a written response to the chairman’s outline of “Transition Issues” dated Tuesday, Oct. 29. We look forward to doing so by the regular November Board Meeting. At the December Meeting, we intend to provide our perspective on how we can best address all of the projects that will fall under our responsibility, in a timely and effective manner. As part of this, we will attach a suggested prioritization and timeframe for each item.

Thank you,

Roy Deary
Vice President

245 Riverside Ave., Suite 250
Jacksonville, FL 32202
P: 904.355.1831 Ext 428
C: 904.545.0933
F: 904.355.1832
www.VestaPropertyServices.com

CONFIDENTIALITY NOTICE: This email, and any attachment(s) to it, is intended only for the use of the individual/entity addressed herein and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. Be advised that any dissemination, distribution, or copying of this information (including any attachments) is strictly prohibited (without prior consent). If you have received this e-mail in error, please immediately return it to the sender and delete it from your system.
Tab 3
AGREEMENT BETWEEN
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT AND
PREMIER TECHNOLOGIES, INC. FOR THE
PROVISION OF TECHNOLOGY INFRASTRUCTURE SERVICES

This Agreement ("Agreement") is made and entered into this [Day and Month], 2019 (the "Contract Date"), by and between:

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Hillsborough County, Florida, with a mailing address of 9428 Camden Field Parkway, Riverview, Florida 33578 (the "District"); and

PREMIER TECHNOLOGIES, INC., a Florida corporation, with a mailing address of 628 Jamaica Circle East, Apollo Beach, Florida 33572 (hereinafter "Contractor" and together with the District, the "Parties").

RECITALS

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

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes, for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District desires to retain an independent contractor to provide the labor, materials and services for the installation, setup, management, and maintenance of its technology infrastructure as set forth in the attached Exhibit A, which shall be herein incorporated by reference (the "Services"); and

WHEREAS, Contractor represents that it is authorized and capable of providing such Services to the District in compliance with all laws, regulations, permits, patents and other legal requirements, and including the right to conduct business in the State of Florida and Hillsborough County; and

WHEREAS, the Parties 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. RECOLTALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The Contractor agrees to provide the labor, materials and services necessary for the installation, setup, management, and maintenance of the District’s technology infrastructure, as described herein and in the attached Exhibit A. The Services shall generally include the performance of monthly software maintenance services; the installation and monthly management and maintenance of Office 365 software and email services; and the one-time setup and installation of outdoor network services in the pool and front clubhouse areas. The Services shall also include any effort, labor and materials specifically required by this Agreement and Exhibit A, and any and all other effort, labor and materials reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement, and Exhibit A.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.

C. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

D. This Agreement grants to Contractor the right to enter, and reasonable ingress and egress to the District’s property subject to this Agreement for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.

E. The Contractor shall report directly to the District Manager, or the District Manager’s designee, who shall act as the District representative with respect to the Services to be performed under this Agreement.

SECTION 3. COMPENSATION. In exchange for providing the Services, the District shall pay the Contractor: (i) One Hundred Sixty-Five and 00/100 Dollars ($165.00) per month, which monthly cost shall include ongoing software maintenance services for up to eight (8) computers; (ii) Twelve Dollars and Fifty Cents ($12.50) per month per staff member for the installation, management and maintenance of Office 365 software and email services (subsections (i) and (ii) combined, the “Monthly Services”); and (iii) a one-time setup and installation fee of Seven Thousand Two Hundred Thirty-Seven and 00/100 Dollars ($7,237.00) for outdoor network services in the pool and front clubhouse areas (the “Outdoor Network Services”), all as more fully and specifically described on Exhibit A.

With respect to the Monthly Services, Contractor shall provide monthly invoices by the fifth of each month and payment shall be due within thirty (30) days of the District’s receipt of
such invoice, or as otherwise permitted by Florida’s Prompt Payment Act. The Parties acknowledge that the provisions of the Prompt Payment Act shall apply, including provisions providing for interest in the event of late payment and the District’s ability to withhold payments for Services not in conformance with this Agreement.

With respect to the Outdoor Network Services, the District shall remit to the Contractor Fifty Percent (50%) of the total payment amount (Three Thousand Six Hundred Thirty Six and 50/100 Dollars ($3,636.50)) at the time of the execution of this Agreement, and Fifty Percent (50%) (Three Thousand Six Hundred Thirty Six and 50/100 Dollars ($3,636.50)) after installation of all materials and the District is satisfied with and has accepted the Outdoor Network Services as set forth in this Agreement.

If the District should desire additional work or services not provided and marked in Exhibit A, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, as set forth in more detail herein. Notwithstanding anything else provided herein, pursuant to Section 2(E) herein the District Manager, or the District Manager’s designee, shall have authority to add additional Services under this Agreement. Should the District desire to add additional Services or reduce the existing Services, the monthly cost included in this Agreement shall be increased or reduced, respectively, on a prorata, per user basis.

SECTION 4. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all Services and materials shall be of good quality, free from faults and defects, are in compliance with all laws, rules, regulations and accessibility standards in all material respects. Contractor further warrants that the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to such that warranted items conform in all material respects with the Contractor’s documentation and the requirements of this Agreement. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for materially defective or materially deficient materials or Services. If any of the Services are found to be defective, deficient or not in accordance with the Agreement in a material respect, Contractor shall correct, remove and replace it within a reasonably prompt period of time (but in any event, within thirty (30) days) after receipt of a written notice from the District describing the failure in sufficient detail).

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and industry standards and practices in Contractor’s industry; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations. Contractor hereby covenants to the District that the Services of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.
SECTION 5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect
the property of District, its residents and landowners from damage. Contractor agrees to
commence repair of any damage resulting from Contractor's activities and work within twenty-
four (24) hours and at the sole expense of Contractor, including to any impacts to existing District
software infrastructure.

SECTION 6. INSURANCE.

A. The Contractor shall, at its own expense, maintain insurance during the
performance of the Services under this Agreement, with limits of liability not less than the
following:

<table>
<thead>
<tr>
<th>Workers Compensation</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury (including contractual)</td>
<td>$1,000,000 Aggregate</td>
</tr>
<tr>
<td>Property Damage (including contractual)</td>
<td>$1,000,000 Aggregate</td>
</tr>
<tr>
<td>Automobile Liability (if applicable)</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$1,000,000 Aggregate</td>
</tr>
</tbody>
</table>

B. The District, its agents, staff, consultants and supervisors shall be named as an
additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing
compliance with this requirement. No certificate shall be acceptable to the District unless it
provides that (i) Harbor Bay Community Development District, its officers, supervisors, agents,
managers, counsel, engineers, staff and representatives are included as Additional Insureds on the
above-listed policies; (ii) such insurance shall be considered primary and non-contributory with
respect to the Additional Insured; and (iii) any change or termination within the policy periods of
the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written
notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to
conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports
rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the
District has the right (without any obligation to do so, however), to consider such failure to be a
material breach of this Agreement and exercise all rights and remedies of the District hereunder.

SECTION 7. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times
the relationship of Contractor and its employees, agents, subcontractors 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, subcontractors
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, subcontractors 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.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within ten (10) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof directly related to the Services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements directly applicable to provision of Services to the District, or fails to comply with any such requirement of such agency within of the time period legally mandated by any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, effective immediately upon the giving of notice of termination.

SECTION 9. 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.

SECTION 10. ENFORCEMENT OF 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, and expert witness fees and costs, in and out of court, for trial, alternative dispute resolution, or appellate proceedings, or otherwise as stated herein.

SECTION 11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.
SECTION 13. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, or electronic mail to the parties, as follows:

A. If to the District:
   Harbor Bay Community Development District
   9428 Camden Field Parkway
   Riverview, Florida 33578
   Attn: District Manager
   jroethke@rizzetta.com

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

B. If to the Contractor:
   Premier Technologies, Inc.
   628 Jamaica Circle East
   Apollo Beach, Florida 33572
   Attn: Michael A. Gallo
   michael@premiertechnit.com

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

SECTION 14. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the 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 the District or the Contractor.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the
provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 16. 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 HILLSBOROUGH, STATE OF 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. EACH PARTY WAIVES ANY RIGHT IT 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. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply. The Parties further expressly exclude the application of the Uniform Computer Information Transactions Act.

SECTION 17. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, 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, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website compliance insufficiencies. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District’s percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. 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 18. 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.

SECTION 19. TERM; TERMINATION.

A. Term. With respect to the Monthly Services, the initial term will commence on the Contract Date and shall continue in effect until September 30, 2020, unless terminated as provided herein (the "Initial Term"). After the expiration of the Initial Term, this Agreement will be automatically renewed at the pricing contained herein, or at a price adjustment negotiated between the parties and approved by the District Board of Supervisors, for an additional 12-month term unless terminated as provided herein (with the Initial Term and each renewal term being the "Term").

With respect to the Outdoor Network Services, Contractor shall begin installation and setup as soon as possible and complete said work no later than twenty (20) days after commencement, unless extended in writing by the District, in its sole discretion, or terminated earlier in accordance with the terms of this Agreement. Time is of the essence with respect to the Outdoor Network Services, and Contractor shall not deviate from the schedule without District’s prior written consent. District may terminate this Agreement or any part thereof or reject delivery of goods or the performance of Outdoor Network Services if such delivery or performance is not in material accordance with the specifications of this Agreement, including the schedule. Contractor shall indemnify the District for all loss and damage of whatever nature caused by such delay or failure, excepting only delays for causes beyond Contractor’s reasonable control.

B. Termination. Termination for cause shall include: (i) material breach of this Agreement, (ii) recklessly or willfully violations of applicable law, (iii) filing of a petition in bankruptcy, or an involuntary petition in bankruptcy filed against it, (iv) a declaration of insolvency, an assignment for the benefit of creditors, a receiver, conservator or trustee is appointed to operate its business or liquidate all or substantially all of its assets, or (v) the equivalent of the foregoing. The District agrees that the 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. The Contractor agrees that the District may terminate this Agreement for cause due to material breach by the Contractor immediately. The District shall also have the ability to terminate this Agreement at any time without cause upon thirty (30) days written notice to Contractor. Upon any termination of this Agreement, Contractor agrees to use commercially reasonable efforts to assist the District in preserving and migrating data to a subsequent maintenance management system implemented by the District.

SECTION 20. OWNERSHIP OF DOCUMENTS. No intellectual property rights are assigned or transferred by this Agreement. Any work product generated on behalf of the District for the Services shall remain property of the District.
SECTION 21. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the 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. The Contractor acknowledges that the designated public records custodian for the District is Joe Roethke with Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the Agreement term and following the Agreement term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the 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 the Contractor, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word, Excel or Adobe PDF formats, or such other format that is mutually agreed upon by the parties.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 933-5571, JROETHKE@RIZZETTA.COM, 9428 CAMDEN FIELD PARKWAY, RIVERVIEW, FLORIDA 33578.

SECTION 22. 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.

SECTION 23. HEADINGS FOR CONVENIENCE ONLY. 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.

SECTION 24. ENTIRE AGREEMENT; CONFLICTS. This instrument, including Exhibit A attached hereto, shall constitute the final and complete expression of the Agreement between the Parties relating to the subject matter of this Agreement. Should there be any conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall control.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

Attest: 

[Signature]

Assistant Secretary

Harbor Bay Community Development District

[Signature]

Paul Curley, Chairman

Witness: 

[Signature]

(Print Name)

Premier Technologies, Inc.,
a Florida corporation

By: [Signature]

Print Name: Michael Gallo

Title: President

Exhibit A: Scope of Services (Monthly Services and Outdoor Network Services)
EXHIBIT A – Scope of Services

Monthly Services (Managed Services)

The Services provided by Contractor shall include:

- Proactive Management and Monitoring of network, servers, workstations and software
- Monitoring and Response to threats with ESET Endpoint Security (Licenses included)
- Endpoint Security Software: anti-virus and anti-malware protection
- Automated patch, upgrade and firmware management for workstations and network
- Application support and license management
- Remote assistance for employees – 1 hour monthly
- VPN management
- Active Directory and User additions/removals/transfers
- Roaming Profiles, ThinClient and RDP connection monitoring
- File Sharing Permissions Administration, including cloud based software
- Software Deployment
- Third-party vendor technical liaison (help with Charter, Frontier, Verizon, etc.)

The above Standard Package is based on up to eight (8) computers, Microsoft Office management, network management, management of integrated backups and Ubiquiti software hosting.

TOTAL MONTHLY COST: $165.00

Exclusions: The following Services are not included in the monthly plan above, but are available for a separate fee: 1) On-site calls and repairs are charged extra per hour at the current labor rate of $100.00 per hour, Contractor is required to seek permission from the District for any work over three (3) hours on-site; 2) Any remote assistance totaling more than one (1) hour per month is subject to an extra charge (remote support is billed at $65-$85 per hour); 3) Labor or remote system help before 8:30 a.m. or after 5:30 p.m., will result in second shift billing; and 4) the Managed Backup system requires a separate purchase and once purchased becomes a part of the Managed Services.
Exhibit A – Services (Continued)

**Monthly Services (Office 365 Plan)**

1.1 **Description of Office 365 Business Premium**

The Microsoft Office 365 Business Premium plan consists of the entire suite of Office apps (Word, Excel, PowerPoint, Publisher, Outlook, Access) as well as, Exchange (email hosting), OneDrive (file hosting) and Microsoft Teams (team chat software).

The Office Apps will be installed on each computer and Outlook will be setup for each user’s Exchange and OneDrive account. Users will use OneDrive as a cloud based file server.

This plan also features web based versions of each app for cloud software integration.

Microsoft Office Exchange includes:

- 50 GB (gigabyte) mailbox for each user
- Real time sync of mail, contacts, calendars to a user’s multiple devices
- Option for shared mailboxes (info@...), shared calendars and contacts

Microsoft Office OneDrive includes:

- 1 TB (terabyte)
- Data sharing with collaborators, file permissions and cloud based storage
- File searching and compliance policies

1.2 **Installation and Setup**

Setup all users in Office 365 online dashboard, install all Office Apps on all computers and then configure items such as signatures and/or auto replies. Migrate all data from current system for to Office 365. **Support is free** for this subscription (password resets, Outlook issues, etc).

1.3 **Shared Mailboxes and Aliases**

Shared Mailboxes allow for multiple users to send/receive from a common mailbox (info@...) or be part of a group that receives a copy of all incoming mail to that address.

Aliases (max 400 per user) allow outside users to email employees without purchasing additional accounts. E.g., jen@domain.com could go to jennifer@domain.com, in-case people know her as "Jen".

**MONTHLY COST PER USER: $12.50**
Exhibit A – Services (Continued)

Outdoor Network Services (Pool Wi-Fi Project)

2.1 Description

Provides residents with WiFi at the pool area and front clubhouse area; also allows WTS staff to perform credit card transactions for events in those areas.

Fiber optic cable will be run from the Main Clubhouse IT closet to the Dockers building in existing underground conduit in order to connect two wireless units at Dockers.

Install outdoor Ubiquiti access points units for entire pool coverage and front of clubhouse. These Ubiquiti units are designed for up to 400ft-600ft coverage and will operate with current indoor models for seamless interaction.

Please see map.

2.2 Installation and Setup

Wiring:

- We contract with Advanced Cable Connections Inc in Tampa for low voltage wiring to ensure compliance with Florida Electrical code and US National Code.
- Cat6 cable to be installed at Access Point locations.
- Fiber to run from Main Clubhouse to Dockers building.
- Grounding wire and copper bus bars are provided.

IT Components:

- UniFi Outdoor UAP with surge protectors- Qty 6
- UniFi Switch 8 150W for Dockers fiber with fiber accessories- Qty 1

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<th>Description</th>
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TOTAL FOR LABOR, EQUIPMENT, SETUP AND INSTALLATION: $7,273.00