

Summit at Fern Hill Community Development District

Board of Supervisors

Antonio Bradford, Chairperson
Matthew Roth, Vice Chairperson
Tiebe Kiflom, Assistant Secretary
Yonatan Derar, Assistant Secretary
Sam Wenzel Assistant Secretary

Jamie Guiffre, District Manager
Kathryn Hopkinson, District Counsel
Phil Chang, District Engineer

WORKSHOP AGENDA

Monday, October 20, 2025, at 6:00 p.m.

All cellular phones and pagers must be turned off during the meeting.

- 1. Call to Order/Roll Call**
- 2. Discussion on August 2025 Financials**
- 3. Review of Approval of Solicitation for Landscape & Irrigation Maintenance Services**
- 4. Review of Yellowstone Current Contract**
- 5. Review of Authorization of Spending Limits**
- 6. Review of Current Agreement and Second Amendment**
- 7. Discussion of Revised Rental Forms**
- 8. Adjournment**

Sincerely,

Jamie Guiffre

District Manager

****The next meeting will be held on Monday, November 3, 2025, at 6:00 pm.****

****The next Workshop will be held on November 17, 2025, at 6:00 pm****

District Office:
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

Meeting Location:
Summit at Fern Hill Clubhouse
10340 Boggy Moss Drive
Riverview, FL 33578

Summitt at Fern Hill Community Development District

Solicitation for Landscape & Irrigation Maintenance Services

1. **General Information.**

The Board of Supervisors (“**Board**”) of the (**Summitt at Fern Hill**) Community Development District (“**District**”) is requesting proposals for the provision of Landscape and Irrigation Maintenance Services on a continuing basis (“**Proposals**”). The District will accept proposals from all qualified companies interested in providing these services. All proposers should be experienced in providing landscaping and irrigation services in the State of Florida and hold any applicable licenses or certifications. Any proposer that is a corporation or other business entity must be registered with the Florida Department of State, Division of Corporations, authorized to do business in the State of Florida, and currently in good standing.

2. **Questions should be Directed to District Management.** Any questions relating to this solicitation should be directed to District Management via email at Jliggett@inframark.com. The deadline for submitting questions is **August 18, 2025 at 3:00pm**.

3. **Submittal of Proposals.**

- a. Interested persons and firms should submit an electronic copy of their Proposal containing the information and materials described herein to District Management at the above email address no later than **3:00 p.m., Monday, August 25, 2025**.
- b. Proposals will be securely kept and not reviewed until after the submission deadline.
- c. The Board reserves the right to review and accept any Proposals submitted late.

4. **Shortlist Review and Invitation to Present to the Board.** The Board will be provided the proposals on or before the regular meeting on **Tuesday, September 9, 2025**. If the Board determines that it will proceed with presentations, proposers should be prepared for a 10-20 minute presentation to include a question-and-answer period.

5. **Scope of Services.**

The services to the District are generally described in the “**Scope of Services**” attached hereto as **Exhibit A** and is intended to incorporate all services that are necessarily performed by a landscape and irrigation maintenance vendor (the “**Contractor**”) in the effective operation of a CDD in compliance with federal, state, or local regulation. Proposers are strongly encouraged to visit and become familiar with the landscape and irrigation areas as depicted on the “**Landscape Maintenance Map**” attached here to as **Exhibit B**. If a specific task is not identified in the Scope of Services, but is necessary for the District’s landscaping maintenance, irrigation maintenance or compliance with federal, state, or local regulation, it is expected that the landscape vendor will include such task in the performance of its general landscape and irrigation services unless an additional charge is identified in the Proposal and agreed to by the District in writing.

6. **Interpretation and Addenda of Scope of Services.** No verbal interpretations will be made to any proposer as to the meaning of the Scope of Services. Interpretations, if made, will be written in the form of an addendum and sent by District Management to all known proposers who have shown interest in submitting a Proposal.

7. **Term and Renewal.** The initial term of the service agreement will be 1 year. The agreement will automatically renew for subsequent 1-year periods until terminated pursuant to the termination provisions in the agreement. The scope of services and compensation for renewal periods may be adjusted by mutual written agreement evidenced by a written addendum.
8. **Submittal Requirements.** Each Proposal shall include the following information:
- a. **Company Information**
 - i. Name of company (including any "Doing Business As" names)
 - ii. Headquarters/parent company locations
 - iii. Office locations and total number of employees at each
 - iv. Local address and telephone number
 - v. History of the company
 - vi. Organization chart of company
 - vii. Proof of applicable insurance
 - viii. List of any outstanding litigation that would threaten the viability of the proposer or the performance of services
 - b. **Qualifications and Staffing**
 - i. Number of CDDs the proposer is currently providing landscape maintenance services for along with the names of those CDDs
 - ii. Why the proposer is the best qualified to perform the Scope of Services
 - 1. if there will be a subcontractor performing certain services, describe which services will be subcontracted and include subcontractor's qualifications
 - iii. Staff team the proposer will assign to the District, including:
 - 1. the name, title, number of years' service, specific services each will have primary responsibility over, and relevant educational and work experiences
 - 2. for the proposed "**Site Manager**" include:
 - a. number of CDDs they are responsible for
 - b. names of the CDDs they represent nearest to the District
 - c. length of career in serving as an Site Manager
 - d. professional designations (if any)
 - iv. How often site visits will be performed and how often the Site Manager will meet with District Management
 - v. How any issues arising after business hours will be handled
 - vi. Backup plan for situations where the Site Manager is unavailable
 - vii. Escalation procedures and contact information if there are any concerns regarding the assigned Site Manager or staff
 - c. **Cost of Services.** All proposers must submit a separate cost proposal for district management services (inclusive of all direct and non-direct costs as well as all overhead, fees and profit). Cost proposals should be written so that they may be incorporated, as modified during negotiations, as an attachment to an agreement.
 - i. Each cost proposal must include the following:
 - 1. A completed Official Proposal Form for Solicitation of Proposals for Landscape and Irrigation Maintenance services attached hereto as **Exhibit C**.
 - 2. The total annual cost of all services described in the Scope of Services ("**Total Annual Price**")
 - a. if the Total Annual Price will be broken down in equal monthly installments, list the monthly installment that will be invoiced

- b. if the Total Annual Price will be broken down in another manner, list such breakdown and include the pricing and when such services will be invoiced
 - c. An itemized price of the services should be included along with the Total Annual Price.
 - 3. A detailed listing of any other expenses or fees to be reimbursed to the proposer (excluding those additional services provided below) such as postage, courier services, printing, binding, travel expenses, etc.. Any expenses not specifically included will not be eligible for reimbursement and must be absorbed by the Total Annual Price.
 - 4. A fee proposal and detailed explanation for additional services that may be performed in addition to the items described in the Scope of Services.
 - a. The fee proposal must clearly identify what types of services will be separately billed to the District, as opposed to those that are included in the Total Annual Price
 - ii. If any of the services described in the “Scope of Services” are not going to be provided directly by the proposer, then the Proposal should disclose that and provide an estimate of the costs from a 3rd-party vendor to provide such services.
 - d. **References.** All proposers must submit a list of at least 3 references, including the name of the client entity, the client’s website or general location, and the name, email, and number of a contact person.
9. **Proposal Duration.** The Proposal must be in effect for a minimum of 90 calendar days starting with the day following the submission deadline. During this time, all provisions of the Proposal must be in effect, including prices.
10. **Proposal Evaluation Criteria.** Each Proposal will be evaluated using the following criteria:
- a. Responsiveness to each element contained in the Scope of Services and this solicitation
 - b. Ability of the proposer
 - c. Experience of the proposer
 - d. Geographic location of the proposer's headquarters or local office in relation to the District
 - e. Past performance of the proposer in other CDDs
 - f. Willingness to meet time and budget requirements
 - g. Recent, current, and anticipated workloads
 - h. Volume of work previously awarded to the proposer
 - i. Reasonableness of cost for the total effort
 - j. The District reserves the right to consider other factors and the criteria included herein shall constitute the minimum criteria to be considered
11. **Right to Waive Mistakes and Variations.**
- a. Proposals may not be modified after the submission deadline.
 - b. Mistakes in arithmetic extension of pricing may be corrected by the Board.
 - c. The District reserves the right to waive any minor or non-material discrepancies or technicalities.
 - d. The District further reserves the right to request supplementation of any or all Proposals.

12. Method of Selection, Award, and Right to Reject.

- a. The Board will evaluate each Proposal pursuant to the evaluation criteria in order to determine which Proposal is in the District's best interest (low price shall not entitle any proposer to be awarded the services).
- b. There is no guarantee that a service agreement will be awarded.
- c. The District expressly reserves the right to reject any or all Proposals at any time or until such time as an agreement is fully executed.
- d. If the Board intends on awarding the services to a proposer, it will announce the proposer they desire to engage with at a public meeting. No written notice of the award will be provided unless requested by a proposer.
- e. The selected proposer shall promptly enter into negotiations with the District to finalize any terms or details.
 - i. If the negotiations are unsuccessful, the District may negotiate with the next proposer(s) whose proposal(s) was determined to be in the District's best interest until such the negotiation(s) is successful.
- f. If the District elects to move forward with a Proposal, it will be sent to District Counsel to prepare a Landscape and Irrigation Maintenance Services Agreement (the "Agreement").

13. No Protest of Board Decisions: By submitting a proposal, proposers acknowledge this is an informal solicitation of proposals for services, there are no competitive procurement thresholds and requirements with respect to the Scope of Services, and thus there is no right to protest any decision by the Board with respect to this solicitation.

14. No Reimbursement of Preparation Costs. Proposers will not be reimbursed for any cost associated with responding to this solicitation.

15. Required Disclosure:

- a. **Public Entity Crimes:** Proposers should be aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes. A representation of compliance will be included in the Agreement.
- b. **Scrutinized Companies:** Proposers should be aware of, and in compliance with, all requirements under Section 287.135, Florida Statutes, on Scrutinized Companies. A representation of compliance will be included in the Agreement.
- c. **E-Verify:** Proposers should be aware of, and in compliance with, all requirements under Section 448.095(2)(c), Florida Statutes, on E-Verification requirements. A representation of compliance will be included in the Agreement.
- d. **Anti-Human Trafficking:** Pursuant to Section 787.06, Florida Statutes, proposer represents that it does not use coercion for labor or services as defined in the statute. In addition to being part of the Agreement, proposer is required to provide an affidavit, signed by an officer or a representative of the proposer with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes. A sample Affidavit for Anti-Human Trafficking is attached hereto as **Exhibit G**.
- e. **Public Records:** All Proposals are considered public records pursuant to Chapter 119, Florida Statutes.
- f. **No Consideration of social, political, or ideological interests.** You are hereby made aware of the provisions of Section 287.05701, *Florida Statutes*. The District is not requesting documentation of nor will it consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or when awarding a contract.

Thank you for your interest in the District.

EXHIBIT “A” - SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 services (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be **immediately** re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of Summit at Fern Hill CDD’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing/herbicide applications, etc. Weekend work is permitted when necessary upon prior approval. Any lawn that dies or becomes weak or unsightly (including heavy weed infestation, excessive insect or disease damage, etc.) shall be replaced at the sole cost of the Contractor. This excludes damage from water restrictions (only if automatic irrigation is completely and legally banned by the State and/or local authorities). At all times, Contractor must maintain the perimeters of all natural areas so the growth does not overtake the turf in open lawns, pond banks, tracts between the edges of the wetland and sidewalks, trails or roadways. Contractor is expected to regularly cut this material back and dispose of off-site on an as-needed basis. Contractors will be expected to maintain these tree lines in this trimmed condition throughout the duration of the contract.

1A) POND MOWING – All pond banks identified as such (green) on the overall Summit at Fern Hill Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water’s edge or sod line (if water is not present). Line trimming at water’s edge and line trimming of all drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond

banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. As mentioned earlier, The DISTRICT requires mowers to be equipped with a mulching-type deck with mulch flap in the closed position, specifically around pond banks. If circumstances do not allow this, mowers must blow all clippings away from pond banks, but not into any residential lawns. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) shall be edged and/or line trimmed every week and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property.**

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (i.e., MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, BOARDWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE ENTIRE PROPERTY (OR DESIGNATED SECTIONS) MUST BE MOWED, EDGED, LINE-TRIMMED AND ALL DEBRIS BLOWN OFF ALL PAVEMENT IN THE SAME DAY. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs over sidewalks/turf areas (10') in and outside of ROW's and roads (15'), respectively. This may depend on location and species of tree and shall vary according to DOT specs. All moss hanging from trees (including ball moss) shall be removed up to a height of 15' from all CDD-maintained trees on an as-needed basis. During the dormant season, ALL Crape Myrtles shall have ALL mosses removed up to a height of 15'. During this time, all Crape Myrtles less than 15' in height must be pruned. This includes the removal of all seed pods. Crape Myrtles

are not to be “hat racked” at any time. Pencil to thumb pruning is the preferred method of Crape Myrtle pruning and shall be performed after threat of frost has passed but before new growth flushes. Any initial removal of all Spanish and Ball Mosses shall be included in the proposals and completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Summit at Fern Hill. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants sheared into rounded balls or unnatural shapes will not be allowed. In fact, shearing should be incorporated on a limited basis to not spread fungus and other disease. Selective pruning is the preferred method of shaping. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place and disposed of off-site. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor’s responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District’s representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, another solution will need to be proposed and executed.

Palms: **All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times.** This includes only the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning of palms shall never raise the canopy above the three o’clock – nine o’clock horizontal. Contractor will not be asked to trim a singular palm on the property but will be required to trim palms once a significant quantity of palms have a petticoat of dead fronds. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Flower/Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall utilize sterilized pruning equipment (preferably having a minimum of two sets of pruning tools to allow sterilization of previously used equipment between palms). Contractor shall pay careful attention when pruning Medjool, Sylvester, Reclinata, Canary & Washington Palms. Palms on pool decks (and all other plant material, in general, on pool decks) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times.

4) WEEDS AND GRASSES – All shrub & groundcover beds as well as all turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre- & post-emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All

shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, FENCES, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The CONTRACTOR shall be responsible for the replacement of turf and ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas, including curb and gutter along roadways shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curb line or sidewalk expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1)

year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance or for the duration of the Contractor's contract, whichever is greater.

Reporting

Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule for the upcoming month. The Contractor shall also report on any deficiencies or items needing attention relating to disease and insects or other afflictions. Contractor shall prescribe the treatment plan he is to follow to remedy such afflictions.

PART 2

FERTILIZATION

Contractor shall abide by all requirements in Ordinance No. 14-16 regarding the application of fertilizer within Hillsborough County.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS:

i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF HILLSBOROUGH COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of a line running east-west from coast to coast through Ocala and north of a line between Tampa & Vero Beach.)

All Bahia Sod:

March	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for warm- season weeds
April	A second application of PreM formulated for Bahia turf for warm-season weeds
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF) + PreM
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H ₂ O/1,000 SF)
October	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for cool-season weeds

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF + PreM
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H ₂ O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	A complete fertilizer based on soil tests + PreM

The contractor shall submit a fertilizer label to the Field Inspections Coordinator for approval prior to application. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and into peak condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8-2-12+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, May, October & late November). The "2" should be reduced to "0" if a soil test indicates there is not a deficiency of Phosphorus in the soil. 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

The District requires that all fertilizer applied to all palms on the CDD property be 8-2-12+4Mg. The fertilizer label shall reflect that 100% of the N, K, Mg, and B sources be in slow-release or controlled-release form and all the Mn, Fe Zn & Cu sources be water soluble (generally these will be sulfates, except for Fe, which can be chelated with EDTA or DTPA). No source of N, K, Mg or B should be water-soluble. This will be considered an unacceptable fertilizer. The information below reflects the most effective sources for the seven critical elements in Florida landscape palm fertilizers:

Element Recommended Sources:*

N - Sulfur-coated urea, resin (or polymer)-coated urea or ammonium salts, urea-formaldehyde

P - Superphosphate, triple superphosphate, coated diammonium phosphate

K - Sulfur-coated potassium sulfate (may have additional polymer coating)

Mg - Kieserite (magnesium sulfate monohydrate) granules

Mn - Manganese sulfate

Fe - Iron sulfate, FeEDTA and/or FeDTPA

B - Granubor® (sodium borate)

*Based on data from Broschat (1991, 1996, 1997, 2008) and Broschat and Elliott (2005) Archival copy:
for current recommendations see <http://edis.ifas.ufl.edu> or your local extension office.

This item will not be included in the contract amount and fertilizer shall not be billed equally on a monthly basis but invoiced the month after application. Contractor is required to provide proposals for each application and proceed once District approval has been executed.

CONTRACTOR shall provide the DISTRICT with PALM fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity prior to purchase. This is to allow time to verify nutrient sources for the macro and micronutrients ensuring they are in slow-release or water-soluble forms. Payment will not be made until the correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Lethal Bronzing. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor’s full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor’s responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor’s responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all dark green areas designated as "CDD Maintained – with irrigation unless otherwise noted" on the Maintenance Exhibit. Do NOT include roadway medians in this price nor lake banks, trails or between ponds and conservation areas. It is limited to those landscaped areas under automated irrigation.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems.

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions
4. Lubricate and adjust mechanical components
5. Test back up programming support devices

B. Water Sources

1. Visual inspection of water source
2. Clean above ground strainers and filters
3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned, and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency,

contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management, or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion,

After the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads (includes spray heads), nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Lee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds & tree rings) with Medium Pine Bark Mulch, Shredded Hardwood Dark Brown Mulch or Pine Straw Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches **after compaction**. Match mulch to what is currently present in landscape beds or tree rings.

Contractor is responsible for all necessary clean up related to this procedure.

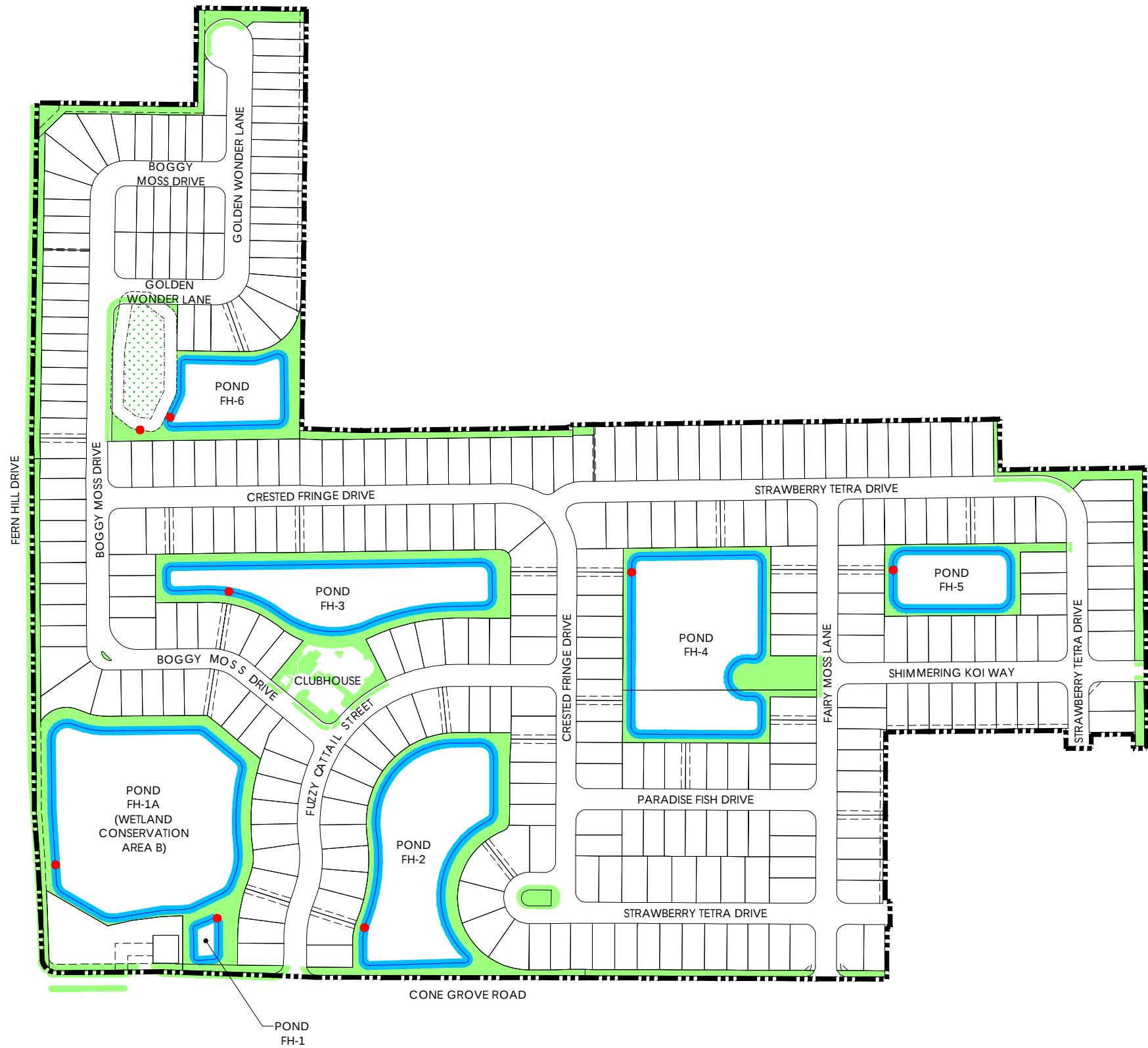
Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner. Labor for trenching shall be included in the unit cost of the mulch.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard/bale and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid. The CDD reserves the right to subcontract out any and all mulching events.

\\fs1\projects\215612636-X03-MAINTENANCE MAP.dwg
2023/12/15 5:53 AM By: NADG



Copyright Reserved
The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay.
The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

- Legend
- CDD BOUNDARY
 - EASEMENT LINE
 - CONTROL STRUCTURE
 - LANDSCAPE MAINTENANCE
 - POND BANK MAINTENANCE
 - WETLAND WITH 30' SETBACK

Revision	By	Appd.	YY.MM.DD
Issued	By	Appd.	YY.MM.DD
File Name:	VN	TLS	VN
215612636-X03-MAINTENANCE MAP	Dwn.	Chkd.	Desgn.
			23.12.15
Permit-Seal			YY.MM.DD

Client/Project

SUMMT AT FERN HILL
COMMUNITY DEVELOPMENT DISTRICT

Riverview, Hillsborough County, Florida

Title

MAINTENANCE MAP

Project No.	Scale	
215612636	1" = 150'	
Drawing No.	Sheet	Revision
X03	1 of 1	0

EXHIBIT C

Official Proposal Form for Solicitation of Proposals for Landscape and Irrigation Maintenance Services

Name of Proposer: _____

In accordance with the solicitation of proposals issued by the (**Summitt at Fern Hill**) Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Solicitation for Proposals for Landscape and Irrigation Maintenance Services.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

- | | |
|--|----------|
| 1. General Landscape Maintenance (Part 1) | \$ _____ |
| 2. Fertilization (Part 2) | \$ _____ |
| 3. Pest Control (Part 3) | \$ _____ |
| 4. Irrigation System Monitoring and Maintenance (Part 4) | \$ _____ |

Total Yearly Cost for the first year of the above items	\$ _____
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6. Annuals Maintenance/Installation	\$ _____
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7. Top Choice Application (Per Year)	\$ _____
--------------------------------------	----------

8. Mulching for Tree and Shrub/Groundcover Bed Areas	\$ _____
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Estimate of total cubic yards proposed to service the property: _____

Cost of Mulch Per Cubic Yard \$ _____

Irrigation Hourly Rate for items not included in the Scope of Services: \$ _____

Proposer, thoroughly reviewed all components of the Solicitation for Landscape and Irrigation Maintenance Proposals and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the proposed Agreement with the District.

Name of Authorized Signatory of Proposer: _____

Title of Authorized Signatory of Proposer: _____

Signature of Authorized Signatory of Proposer: _____

EXHIBIT D

COST BREAKOUT FOR GENERAL LANDSCAPE MAINTENANCE

General Landscape Maintenance

Mowing, hard edging, blowing off hard surfaces:	\$ _____ / event
Pond bank mowing, including line-trimming to water's edge: including weeding, soft edging, shrub pruning, delineation and dead-wooding, dead-heading of annuals, trash and landscape litter removal:	\$ _____ / event Bed detailing,
Tree Lifting:	\$ _____ / event
Palm Pruning, including seed pods, old flower stalks, and inflorescence, vines & volunteers:	\$ _____ / event

EXHIBIT E

LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

A.	Mowers w/operator	\$_____ Hour
B.	Bush-Hog w/operator	\$_____ Hour
C.	Tractor w/operator	\$_____ Hour
D.	Supervisor with Transportation	\$_____ Hour
E.	Laborer with hand equipment	\$_____ Hour
F.	Truck w/driver	\$_____ Hour
G.	Irrigation Tech	\$_____ Hour
H.	Granular Pesticide Applicator	
	Person with Drop Spreader	\$_____ Hour
I.	Liquid Pesticide Applicator	
	Person with Spray Truck	\$_____ Hour
J.	Granular Fertilizer Applicator	
	Person with Drop Applicator	\$_____ Hour
K.	Liquid Fertilizer Applicator	
	Person with Spray Truck	\$_____ Hour
L.	Granular Weed Control Applicator	
	Person with Drop Applicator	\$_____ Hour
M.	Liquid Weed Control Applicator	
	Person with Spray Truck	\$_____ Hour
N.	Laborer for Additional Trash Pick-Up	\$_____ Hour
O.	Lump Sum Mowing (¹), entire community	\$_____ Per Mow

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

¹ Mowing shall include mowing, edging, weed eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EXHIBIT F

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

\$ _____ per Hour

\$ _____ per Hour

\$ _____ per Hour

8) Debris removal equipment unit costs:

\$ _____ per Hour

\$ _____ per Hour

\$ _____ per Hour

9) Other emergency/disaster related unit costs:

\$ _____ per Hour

\$ _____ per Hour

\$ _____ per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies. The District

EXHIBIT G

Affidavit for Anti-Human Trafficking

Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared _____, who being duly sworn, deposes and says (the “**Affiant**”):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the _____(Title) of _____(the “**Company**”) and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the Summitt at Fern Hill Community Development District (“**CDD**”).
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Signature of Affiant

Sworn before me on _____, 2025

Notary Public Signature

Notary Stamp

Landscape and Irrigation Services Agreement

This Landscape and Irrigation Services Agreement (this “**Agreement**”) is entered into as of October 1, 2022 between the **Summit at Fern Hill Community Development District**, a special purpose unit of local government organized under Chapter 190, Florida Statutes (the “**District**”) and **Yellowstone Landscape, Inc.**, a Delaware corporation registered to do business in the State of Florida (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape maintenance services for certain lands within the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape and irrigation services contractor and provide services to the District. The Contractor is familiar with the District property. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material due to the negligence of the Contractor, and in no event shall Contractor be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
 - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described the Scope of Services attached hereto as **Exhibit A** (the “**Work**”).

- b. A map of the areas to be maintained is attached hereto as **Exhibit B**. The Contractor has been provided a copy of the irrigation as-builts.
 - c. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party. Contractor shall in no way be responsible for the landscape installation performed by any such third party hired by the District.
 - d. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
4. **Emergency Services.** In the event of an emergency or disaster, Contractor shall provide the District the following services:
- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
 - b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - d. Disaster Recovery Assistance Services shall not exceed a total of 70 hours worked for each emergency/disaster.
 - e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
 - f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.
5. **Manner of Performance.**
- a. While performing the Work, the Contractor shall adhere at a minimum to the Staff Summary attached hereto as Exhibit "C" and shall assign such additional staff as may be required. All staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
 - b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
 - c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
 - d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers who are familiar with the property and procedures expected.
 - e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the

District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.

- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.
- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Work that may result in the damage and/or loss of plant material. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
- j. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

6. **Time of Commencement.** The work to be performed under this Agreement shall commence after Contractor provides District the requisite insurance referenced herein and no later than the date of this Agreement.

7. **Term and Renewal.** The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent one year terms with the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

8. **Termination.**

- a. Contractor's Termination. Contractor may terminate this Agreement with 60 days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 60-day notice shall commence on the day of actual receipt of said written notice by the District.
- b. District's Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have.

Termination notice must be sent to the Contractor by certified mail or email. The 30-day notice shall commence on the day of actual receipt of said notice to the Contractor.

- c. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event, it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor under this Agreement. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

9. District Representatives and Inspections.

- a. The District hereby designates the District Manager, other representatives of the District Manager's office, and the District's Field's Operations Manager to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information, interpret, and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 5 business days and prior to submitting any invoices to the District.

10. Additional Work. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. The parties shall agree in writing to a work order authorization, addendum, addenda, or change order to this Agreement prior to the additional work commencing.

11. Compensation

- a. As compensation for the Work described in Exhibit "D", without Palm Pruning, the District agrees to pay Contractor an amount not to exceed \$6333.50 per month (\$76,002.00 annually) for years one and two. In year 3 of the Contract, the monthly price will not exceed \$6523.00 per month (\$78,282.00 annually).
- b. As compensation for any additional work authorized in writing by the District, the District agrees to pay Contractor the agreed upon sum after such services are rendered.
- c. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each service, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.

- d. The District shall provide payment in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- e. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

12. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. Responsibility for and Supervision of the Work: Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms,

- wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
 - f. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
 - g. The Contractor has a duty to provide the District a monthly maintenance report, in a form acceptable to the District, that highlights any significant work done in the previous month, issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.
 - h. Environmental Activities. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents, and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict, or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

14. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

15. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
 - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the

insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.

- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, except for Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

16. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

17. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

18. No 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.

19. E-Verify. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify

system to verify the work authorization status of all employees hired on or after January 1, 2021.

- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
- c. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

20. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

22. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) 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 this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 873-7300, OR BY EMAIL AT HEATHER.DILLEY@INFRAMARK.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE SUITE 300, TAMPA, FL 33607.

- 23. Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
- 24. Notices.** Unless specifically stated to the contrary elsewhere in this Agreement, where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by U.S. Mail or email to the other party at the addresses listed below and shall be deemed received upon actual receipt:

To the District: c/o Inframark
2005 Pan Am Circle Suite 300
Tampa, FL 33607
Attn: District Manager
heather.dilley@inframark.com

To Contractor: 3235 North State Street
P O Box 849
Bunnell, FL 32110
Attn: Jon Souers
jsouers@yellowstonelandscape.com

- 25. Controlling Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in Hillsborough County, Florida.
- 26. Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- 27. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 28. Amendment.** This Agreement may not be altered, changed, or amended, except by an instrument in writing, signed by both parties hereto.
- 29. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
- 30. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of

any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

31. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
32. **Authorization.** The execution of this Agreement has been duly authorized by 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.
33. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

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

Yellowstone Landscape, Inc.


By: Jon Souers
Its: Business Development Manager

**Summit at Fern Hill
Community Development District**

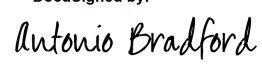
DocuSigned by:

E6FC7867906C4A9...
Chair of the Board of Supervisors

Exhibit A: Scope of Services
Exhibit B: Landscape Maintenance Map
Exhibit C: Staffing Proposal
Exhibit D: Pricing Sheet

Exhibit "A"

Scope Of Services





YELLOWSTONE LANDSCAPE

Summit at Fern Hill CDD Landscape Maintenance Annual Schedule

Landscape Maintenance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Turf Cut¹ (Mow, Line Trim, Blow)													
St. Augustine	2	2	3	4	5	4	4	5	4	4	3	2	42
Bahia	1	1	2	3	4	4	4	4	4	2	2	1	32
Bed Edge	1	1	2	2	2	2	2	2	2	2	1	1	20
Shrub Pruning	1	1	1	1	1	1	1	1	1	1	1	1	12
Ornamental Grass Pruning			1										2
Structural Tree Pruning													
Crape Myrtle/Hibiscus/Oleander Pruning													
Empty and Change Trash/Dog Stations	5	4	4	4	5	4	4	5	4	4	5	4	1
Irrigation Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12

¹ Frequency is contingent on moisture, weather and seasonal conditions, and may vary in late fall through winter.

Fertilizer/Pesticide	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Turf Fertilization													
St. Augustine	1	1			1			1			1		4
Turf Pesticide													
St. Augustine													
Turf Weed Control													
St. Augustine (Pre-Emergent)			1				1						2
Shrub & Tree Fertilization ²		1						1					2
Shrub Pesticide													
Insect/Disease Control													
Bed Weed Control	1	1	1	2	3	3	3	3	3	2	1	1	24
Palm Fertilization													
Standard Palms	1	1						1					2
Property Inspection	2	2	3	4	5	4	4	5	4	4	3	2	42

² Additional spot fertilization may be applied to flowering plants to encourage flowering.

Supplemental Services	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Palm Trimming (Upon approval)									1				1
Mulch (Upon approval)											1		1
Annuals (Upon approval)			1			1			1			1	4

Exhibit "B"

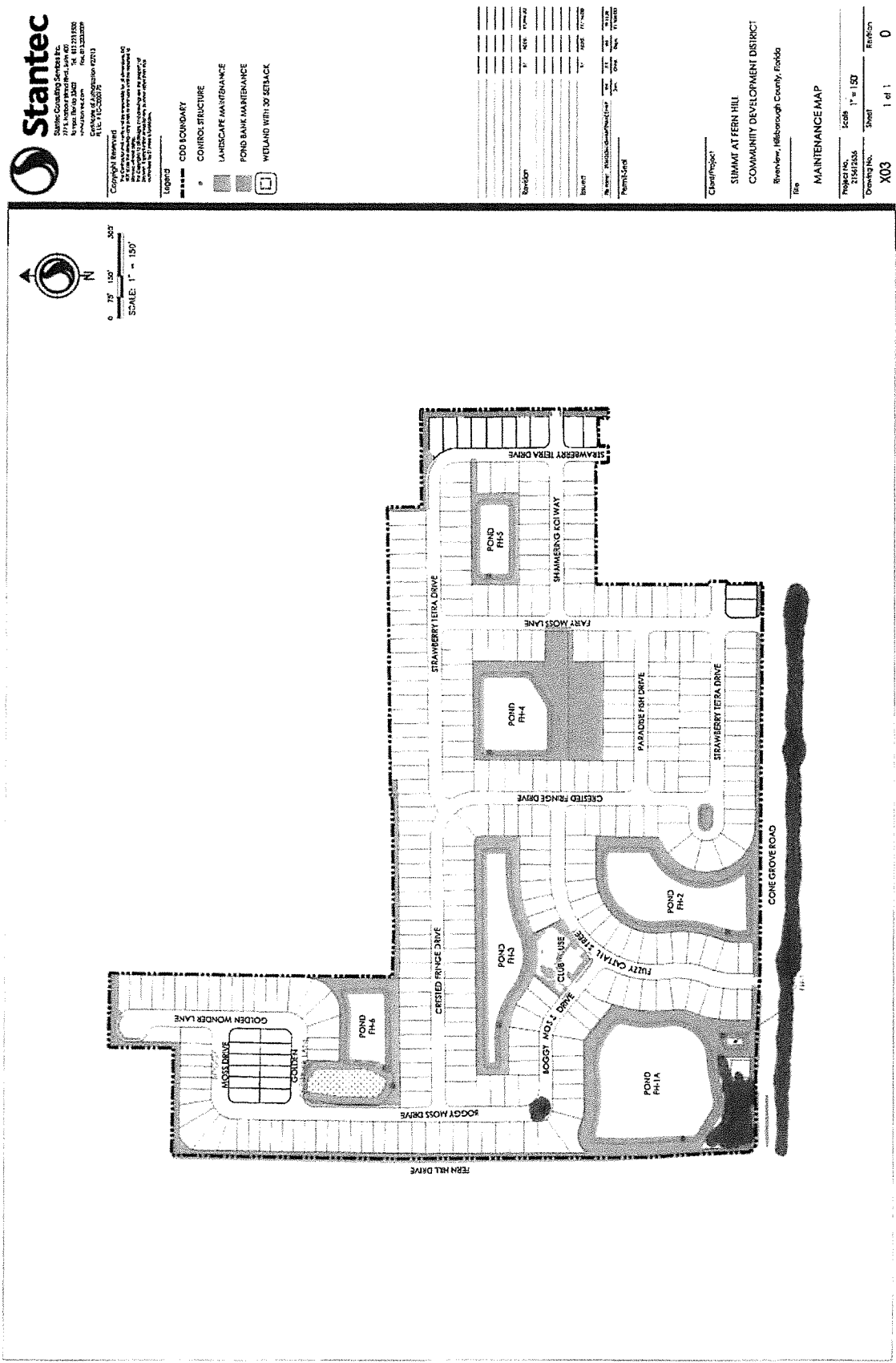


Exhibit "C"

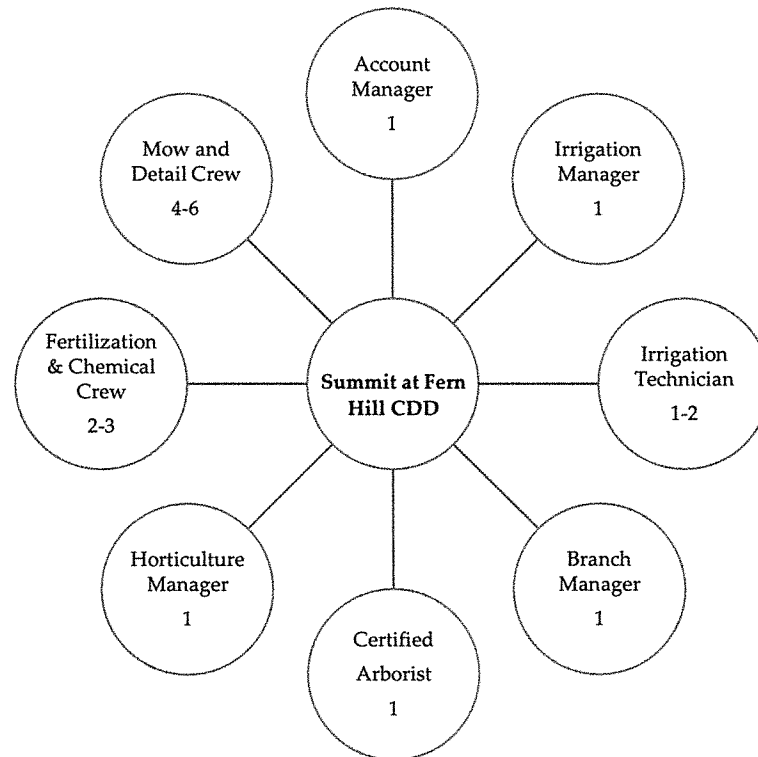
Proposed Staffing



Staffing Summary



YELLOWSTONE
LANDSCAPE



Account Manager:

The Account Manager represents the vital link between Yellowstone Landscape and your property. In that capacity, he arranges, schedules and directs daily delivery of services in accordance with the performance specifications for your property. The primary responsibilities outlined below are carried out in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Account Manager reports directly to the Branch Manager and works closely with support service managers (Fertilization & Spray, Irrigation) in fulfillment of his regular duties.

Responsible for:

- ✓ Planning, Scheduling and Implementation of Field Operations Activities
- ✓ Client Relations and Service
- ✓ Budgeting and Cost Tracking
- ✓ Quality Control
- ✓ Safety
- ✓ Training
- ✓ Employee Evaluation and Development
- ✓ Sustainable Practices

Staffing Summary



Mow and Detail Crew:

The Mow and Detail Crew consists of a team of experienced landscape and maintenance professionals. Their focus will be on maintaining the property with our commercial equipment in accordance with the specifications of the contract. They will fulfill all of the obligations set forth and directed by the Account Manager. The mow and detail crew will be on site to meet those obligations each week.

Irrigation Technician:

The Irrigation Technician oversees all irrigation practices including timers, valves, sprayers and piping. Once per month (unless otherwise noted in the contract specifications), the Irrigation Technician will walk through each zone and assure all irrigation functions work properly. Small adjustments will be made in order to assure water conservation and proper watering techniques. Any major irrigation problems will be expressed and appropriated according to the process defined by Account Manager.

State Licensed Pesticide Contractor:

This contractor will treat each building with EPA approved pesticides in accordance with best management practices and will be over-seen/managed through our assigned Account Manager.

Certified Arborist:

We have a certified arborist on staff that will be utilized for special tree needs from large take downs to pruning, fertilization, and pest/disease control.

Branch Manager Oversight:

The Branch Manager is responsible for Yellowstone Landscape's landscape installation and management operations and personnel within the area. The primary responsibilities outlined below are carried out in accordance with the strategic plan and in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Branch Manager reports directly to the Regional Vice President, and works closely with Business Development Department, Purchasing Agents, other Division Managers, and Office Management in fulfillment of his/her regular duties.

Responsible for:

- ✓ Planning, Scheduling and Implementation of Field Operations
- ✓ All Landscape Management Practices
- ✓ All Landscape Construction Practices
- ✓ Client Relations and Service
- ✓ Quality Control
- ✓ Safety
- ✓ Training



Summit at Fern Hill CDD

Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing, Detail & Clean Up \$68,408.00

*Includes mowing, edging, string-trimming, trim shrubs
pick up trash, weed removal, clean-up, ect.*

IPM - Fertilization & Pest Control \$3,964.00

Fertilization/Fungicide/Insecticide/herbicide/weed control

Irrigation Inspections \$3,630.00

Includes monthly inspections with reports

~~Palm Pruning (1x/year) \$1,974.00~~

~~all labor and materials to prune 48 palms annually~~

Grand Total Annual
Monthly

\$76,002.00/
~~\$7,976.00~~ ann.
~~\$6,498.00~~

EXCELLENCE IN COMMERCIAL LANDSCAPING

\$ 6333.50/mo

**AGREEMENT BETWEEN
SUMMIT AT FERN HILLCOMMUNITY DEVELOPMENT DISTRICT
AND MERITUS DISTRICTS
FOR MANAGEMENT AND FINANCIAL SERVICES**

THIS AGREEMENT, is made and entered into as of the 2nd day of April, 2015, by and between the SUMMIT AT FERN HILLCOMMUNITY DEVELOPMENT DISTRICT, (the "**District**"), whose mailing address is 5680 W. Cypress Street, Suite 5680A, Tampa, Florida 33607 and the firm of District Management Services, LLC, d/b/a Meritus Districts, (the "**Manager**"), whose mailing address is 5680 W. Cypress Street, Suite 5680A, Tampa, Florida 33607.

WITNESSETH:

WHEREAS, the District desires to employ the services of the Manager for the purpose of providing non-exclusive management, financial and miscellaneous services for the SUMMIT AT FERN HILLCOMMUNITY DEVELOPMENT DISTRICT as required to meet the needs of the District during the contract period; and

WHEREAS, the Manager desires to assist the District with such matters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. The District hereby engages the Manager for the services described in **Exhibit "A"** attached hereto and incorporated by reference herein (the "**Scope of Services**").
2. The District agrees to compensate the Manager in accordance with the fee schedule set forth in **Exhibit "B"** attached hereto and incorporated by reference herein (the "**Fee Schedule**"), which amount shall be payable in equal monthly installments no later than the last day of each month for which the services are provided, and may be amended annually as evidenced by the budget approved by the Board of Supervisors of the District (the "**Board**"). The total and cumulative amount of this Agreement shall not exceed the amount of funds annually budgeted for these services. In addition, the District agrees to compensate the Manager for reasonable, reimbursable expenses incurred during the course of performance of this Agreement, including, but not limited to, out-of-pocket expenses for travel, express mail, computerized research, word processing charges, long distance telephone, postage, photocopying, courier, and computer services as outlined within the Fee Schedule. The fees for the first and last month services under this agreement shall be pro-rated based upon the number of days in which the Manager provided services during that month.
3. Subject to the provisions for termination as set forth below, the term of this Agreement shall begin on the 2ND of April, 2015. This agreement shall be automatically renewable each Fiscal Year of the District (October 1 – September 30), unless otherwise terminated by either party. The Agreement may be terminated as follows:
 - a. Upon written notice by the District for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by Manager, unless Paragraph "C" of this section applies; or
 - b. Upon the dissolution or court-declared invalidity of the District; or

- c. By either party, for any reason, upon sixty (60) days written notice provided; however, should this Agreement be terminated, Manager will take all reasonable and necessary actions to transfer all the books and records of the District in his possession in an orderly fashion to the District or its designee.
4. The Manager shall devote such time as is necessary to complete the duties and responsibilities assigned to the Manager under this Agreement.
5. The Manager shall indemnify and hold harmless the District from and against any and all liabilities, claims, losses, actions, damages, judgments, costs and expenses of whatever nature, including counsel fees and costs, incurred by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of any property, violations of law, or otherwise in connection with: (i) the acts or omissions of the Manager or its related parties relating in any way to the performance or nonperformance, as the case may be, of the services in connection with the Agreement or (ii) the failure by the Manager to comply with the requirements or provisions of the Agreement.
6. Prior to commencing the services under this Agreement, at all times during the term of this Agreement, the Manager shall maintain in full force and effect, at the Manager's expense, the following insurance: (i) Workers' Compensation insurance as required by applicable law, (ii) Commercial General Liability insurance, including personal injury, with limits not less than one million dollars (\$1,000,000) per occurrence, and (iii) Errors and Omissions insurance with limits not less than two million dollars (\$2,000,000). Manager shall require the insurers to give the District at least thirty (30) days prior written notice of modification or cancellation, and shall provide that the District be named as "a named additional insured". Upon execution of this Agreement, and thereafter from time to time upon request by the District, Manager shall provide the District with a certificate evidencing such insurance.
7. The signature on this Agreement by the Manager shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
8. The Manager represents that it presently has no interest and shall acquire no interest either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The Manager further represents that no person having any interest shall be employed for said performance.
9. The Manager shall promptly notify the District in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Manager's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Manager may undertake and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Manager. The District agrees to notify the Manager of its opinion by certified mail within thirty (30) days of receipt of notification by the Manager. If, in the opinion of the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Manager, the District shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to the District by the Manager.

under the terms of this Agreement. This Agreement does not prohibit the Manager from performing services for any other special purpose-taxing district, and such Assignment shall not constitute a conflict of interest under this Agreement.

10. The Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Manager to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Manager any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
11. The Manager warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
12. The Manager hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.
13. The District acknowledges that the Manager is not an attorney and may not render legal advice or opinions. Although the Manager may participate in the accumulation of information necessary for use in documents required by the District in order to finalize any particular matters, such information shall be verified by the District as to its correctness provided, however, that the District shall not be required to verify the correctness of any information originated by the Manager or the correctness of any information originated by the Manager which the Manager has used to formulate its opinions and advice given to the District.
14. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Hillsborough County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

15. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the District shall be mailed to the following parties:

**District Management Services, LLC,
D/b/a Meritus Districts
5680 W. CYPRESS STREET, SUITE 5680A
TAMPA, FLORIDA 33607
ATTENTION: BRIAN K. LAMB**

And

**SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT
5680 W. CYPRESS STREET, SUITE 5680A
TAMPA, FLORIDA 33607
ATTENTION: BRIAN K. LAMB**

with a copy to:

16. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto. This Agreement supersedes and replaces all previous agreements between the Manager and the District
17. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed during the next twelve (12) month period. Such evidence of price adjustments will be approved by the District in its adopted Fiscal Year Budget.

(Intentionally left blank)

IN WITNESS WHEREOF, the Board of Supervisors of the SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT has made and executed this Contract on behalf of the District and the Manager have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

**BOARD OF SUPERVISORS
SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT**

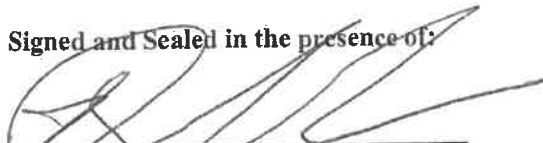


Signature
Jeff Hines, Chairman
(Print Name)

4/2/15

Date

Signed and Sealed in the presence of:



Witness Signature
Brian G. Lab
(Print Name)



Witness Signature
Monica Alvarez
(Print Name)

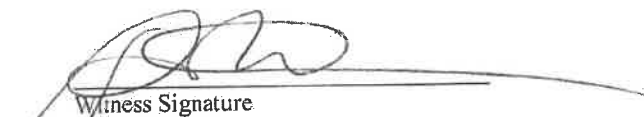
**DISTRICT MANAGEMENT SERVICES, LLC
D/b/a MERITUS DISTRICTS**



Agent Signature
_____, Manager
(Print Name)

4/2/15

Date



Witness Signature
Eric Davidson
(Print Name)



Witness Signature
Britany Supel
(Print Name)

ESTABLISHMENT CONTRACT AGREEMENT BETWEEN
SUMMIT AT FERN HILL DEVELOPMENT DISTRICT
And MERITUS DISTRICTS

THIS AGREEMENT, is made and entered into as of the ____th day of _____, 2015, by and between the SUMMIT AT FERN HILL DEVELOPMENT DISTRICT, (the "Client"), whose mailing address is 5680 W. Cypress Street, Suite 5680A, Tampa Florida, 33607 and the firm of DISTRICT MANAGEMENT SERVICES d/b/a MERITUS DISTRICTS (the "Consultant"), whose mailing address is 5680 W. Cypress Street, Suite 5680A, Tampa, Florida 33607.

PURPOSE:

The purpose of this engagement is for the Consultant to provide financial consulting services to the Client in order to establish a Community Development District (the "District") with Hillsborough County, as follows:

SCOPE OF SERVICES:

DISTRICT ESTABLISHMENT SERVICES:

- 1) Prepare Statement of Estimated Regulatory Costs in accordance with Chapters 190 and 120, Florida Statutes for inclusion in the Petition.
- 2) Preparation and coordination of the Petition to Create the District.
- 3) Presentations to Client staff and property owners regarding the District.
- 4) Attendance at all meetings, workshops and public hearings required determining the feasibility and structure of the District and obtaining governmental approval.
- 5) Assist in the lobbying effort with staff and officials.
- 6) Presentation of the Petition to Hillsborough County Board of County Commissioners.
- 7) Prepare for and conduct the Organizational Meeting for the District, including coordination of legal publications and notices.
- 8) Any additional services, such as financial modeling or cash flow analysis will be performed on an as requested basis when authorized by the Client.

TIME AND FEE SCHEDULE:

All services will be completed on a timely basis in conjunction with the timeframes set forth by the Client and the finance team.

DISTRICT ESTABLISHMENT SERVICES will be billed as follows:

- 1) Preparation of the Statement of Estimated Regulatory Costs will be billed on a lump sum basis of \$7,500.
- 2) Preparation and coordination of the Establishment Petition to the County will be billed on a lump sum basis of \$9,000.¹
- 3) Items 3 thru 6 above, which encompass the research, submittal, lobbying, and presentation to Hillsborough County Board of County Commissioners, this fee will be billed at a lump sum of \$7,500. These services will be performed as needed throughout the establishment process.
- 4) Preparing and conducting the Organizational Meeting for the District will be billed on a lump sum basis of \$4,500. This meeting will occur within thirty (30) days after the District's establishment date.
- 5) Preparation of the Financial Analysis and Review with County Debt Manager will be billed on a lump sum basis of \$5,500.

¹ This item shall be completed within sixty (60) days of contract date, providing all parties and other consultants involved are able to furnish necessary professional services.

- 6) All other District Establishment Services will be billed on an hourly basis at our standard rate of \$175/hour. The professional fees outlined above and project-related out-of-pocket expenses will be billed at cost. These expenses include, but are not limited to: airfare, mileage, public transportation/parking, lodging, meals, reproduction, long distance telephone, facsimile transmission, postage, administrative support, computer charges and express mail. Fees for these services will be invoiced on a monthly basis and will be due and payable when invoiced.
- 7) An initial retainer of \$5,000 is required for the Consultant to begin the activities outlined in this contract, and is due upon acceptance and signing of this contract.

Agency and Other Associated Fees will be paid as follows:

- 1) The Client will need to provide the Consultant with the initial filing fee payable to the applicable agency prior to filing with said agency.
- 2) Any other applicable fees resulting from the establishment process must be paid by the Client.

CLIENT RESPONSIBILITIES:

The Client shall furnish all appropriate maps, data, and information relative to the project necessary for the Consultant to perform the duties of this Contract. In addition, the Client shall provide timely services of its staff, deemed necessary as the project progresses. Expenses incurred in providing this support shall be the sole responsibility of the Client.

The Client may terminate the Consultant's work on this project by giving a thirty (30) day written notice of cancellation. A final invoice will be issued on the last day services are provided and will be due on receipt. The final invoice will include all fees as applicable and as noted in the fee schedule above.

NON-CONTINGENCY:

The payment of fees and expenses as outlined in this Contract are not contingent upon any circumstance not specifically outlined in this Contract and are not contingent upon the successful adoption of an ordinance/rule to establish the District.

GENERAL TERMS AND CONDITIONS:

- 1) All invoices are due and payable upon receipt. For invoices not paid within fifteen (15) days of receipt, interest on the balance due will be charged at the maximum legally permissible rate.
- 2) In the event collection proceedings become necessary, the Client agrees to pay all costs including attorney's fees.
- 3) Abandonment or suspension of the project shall not relieve the Client of monies due for services rendered to the date of such abandonment or suspension. Such services shall be billed at the applicable stated hourly rates or full lump sum amounts and will be immediately due and payable upon determination that the project has been abandoned or suspended and that the Consultant has performed the services as outlined herein.
- 4) Ownership of all reports, studies, and data as an instrument of service, is that of the Client. However, the consultant has right to turn over originals and copies in a format (PDF), which protects the Consultant's formulas and process.

- 5) The Client assumes full responsibility for damages awarded to third parties due to misuse by the Client of the reports, in addition to any damages arising to the Consultant from said misuse by the Client. The Client shall have no responsibility for misuse of reports by third parties.
- 6) This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Any court proceedings or hearings will be held in Hillsborough County, Florida.
- 7) In the event that any provision of this contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract, which shall remain in full force and effect.
- 8) The Consultant shall have no obligation to advance funds to or in behalf of the Client for any purpose.
- 9) Subject to the provisions for termination as set forth below, the term of this Agreement shall begin on April 2, 2015, and shall continue until the proposed district has been established, unless otherwise terminated by either party. The Agreement may be terminated by either party, for any reason, upon 60 days written notice provided; however, should this Agreement be terminated, a final invoice will be issued on the last day services are provided and will be due on receipt. The final invoice will include all fees as applicable and as noted in the fee schedule above.

This Contract shall represent the entire agreement between the Consultant and the Client. Both Consultant and Client understand and agree with the terms and conditions as set forth herein.

ACCEPTED BY:

SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT

BY:

PRINT NAME/TITLE:

DATE:

MERITUS DISTRICTS

BY:

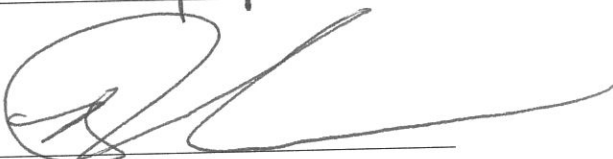
PRINT NAME/TITLE:

DATE:



JEFF HIOUS, CHAIR

4/22/15



BRIAN LAMB

4/22/15

Exhibit "A"

Scope of Services

A. Management Services

1. District Management Services - District Management Services to be provided to the CDD shall include the following:

- Attending all meetings of the Board of Supervisors ("Board") and provide the Board with meaningful dialogue of the issues before the Board for action.
- Prepare and mail all board agendas and/or meeting books in advance of the meetings.
- Identification of significant policies, including analysis of policy implementation with administrative and financial impact statement and effect on the District.
- Preparation of District Budget.
- Implementation of budget directives.
- Preparation of specifications and coordination for the following services:
 - Insurance, General Liability along with Directors and Officers Liability
 - Independent Auditor Services
 - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the County in which the District resides:
 - Public Facilities Report
 - Designation of Registered Office and Registered Agent
 - Public Meeting Schedule
 - Audited Financial Statement
 - Ensure compliance with the following statutory requirements:
 - Facilitate, provide workspace and all documentation needed for Annual Financial Audit
 - Annual Financial Report
 - Public Depositor Report
 - Proposed Budget
 - Maintain and coordinate with District Engineer and Counsel for the compilation of District Map and Amendments
 - Public Facilities Report
 - Registered Office and Registered Agent
 - Regular Public Meeting Schedule
 - Provide Oath of Office and notary public for all newly elected members of the Board
 - Update District reporting requirements as the legislature periodically updates reporting requirements

2. Administrative Services - Recording Secretary Services to be provided to the District shall include the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board of Supervisors to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of general circulation in the County in which the District is located
- Record and prepare minutes of all meetings of the Board of Supervisors including regular meetings, special meetings, workshops and public hearings
- Record meetings of the Board to maintain an accurate public record
- Maintain minutes and resolutions in perpetuity for the District and send to the appropriate governmental agencies in accordance with Florida Law
- Maintain District Seal
- Postage and Reproduction
- Printing and Binding of documents
- Satisfying public records requests in a timely manner

3. Website Development/Maintenance

- Home Page - News, Events and a brief introduction explaining different municipal and non-profit entities (Homeowners Association) involved within the community and its operations.
- Government - Information listing State, County and City (if applicable) involvement with contact information/links.
- Community Development District - Levels of service explanation, responsibilities, budget, monthly agenda/minutes and contact information. Retroactive from the beginning of the current fiscal year.
- Homeowner Association - Information listing explanation, responsibilities, and contact information (as provided by the current HOA Manager).
- Community Events - View events listed on a community calendar.
- Maintain SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT calendar and post all CDD meetings in advance of the meeting date.
- Post monthly meeting books on the District website, which will include proposed meeting minutes.
- Post final meeting minutes on the District website within 30 days of approval by the Board
- Contact CDD Representatives - Submit an inquiry via web e-mail form to designated personnel.

4. Personnel Management Services

- Maintain and update job descriptions for all staff positions
- Provide administrative support for the hiring and management of employees to include obtaining background checks and drug tests, managing employee benefits, maintaining current personnel manual and delivery of payroll checks and insuring all payroll taxes, reports and employee forms are submitted or delivered on time.
- Mediate Employee disputes
- Hiring of key employee staff with input and/or approval from the Board as desired.
- District Manager will conduct an annual review of all supervisory personnel
- District Manager will conduct monthly staff meeting to provide consulting and over-site of resident services and operations.

5. Facilities Management

- Protect and monitor the maintenance and repair of District facilities to include; all structures, improvements and facilities on District land including landscaping, drainage, wetlands, clubhouse and amenities.
- Maintain a task list to insure the prompt and complete resolution of repairs, improvements and significant issues as identified by DMS and/or approved or directed by the Board of Supervisors.
- Develop, maintain and update a Reserve for Repair and Replacement Schedule to identify, plan and fund major capital repairs or replacements as needed. Include annual review and adjustment of the schedule in annual budget presentation.
- Solicit proposals and/or bids, provide analyses for the Board and oversee all projects which are identified on the Repair and Replacement Schedule or over \$5,000.00 in value.
- Create and maintain site maps and log explaining location of District facilities and insurance information.
- Provide on-call services for emergencies.

6. Field Services

- Monitor all Landscaping, Irrigation, Wetland and Pond Maintenance Contracts for compliance issues and meet with vendors on-site to resolve failures or disputes raised or identified.
- Provide in-house expertise to provide vendor and staff oversight as it pertains to the maintenance of the District's landscaping, aquatics, and facilities.
- Within the first 30 days of the Agreement, evaluate the performance of all existing operational vendors, the scopes of services under which maintenance is currently conducted, and provide the Board with a report and recommendations.
- Develop and manage Requests for Proposals to include attendance at pre-bid meetings, bid openings and evaluation and recommendations to the Board.
- The Operations Manager will personally conduct monthly inspections of all landscaping, facilities and staff and provide reports to the Board.

- Once per month, the Operations Manager will conduct a walk-through with each major vendor. At a minimum, these vendors shall include the landscape maintenance vendor, aquatics vendor, pool maintenance vendor, and any other vendor as requested by the Board.
- All tasks and directives to the District's vendors shall be tracked and updated through an action item database specifically tailored to the District's needs.
- The Field Operations Inspector shall conduct community inspections on a minimum of once a month and work with the site employee to develop skills necessary to oversee pool maintenance, access card maintenance and contract compliance. The purpose of the inspections are to identify any community deficiencies, be available to assist the District's employees in their daily tasks, report on vendor progress, and communicate community status and issues to the Operations Manager.
- Schedule and meet with residents and the appropriate staff members and/or vendors to provide direction, assistance and or recommendations as appropriate in response to requests for information or assistance.
- Provide warning letters, cease and desist notices, and other appropriate communication in response to violations of rules and policies relating to conservation lands and SWFWMD compliance issues and community rule violations.
- Oversee the process of enforcement of parking rules and other directives as identified by the Board of Supervisors relating to the parks and other District lands.
- Schedule tasks for ongoing maintenance or repair of District lands and facilities and verify completion or progress. Use web-based task management program and keep current.
- Develop proposals and suggestions for improvements to the efficiency and/or quality of maintenance programs.
- Provide a monthly update to the District Manager for inclusion in his management report to the Board.

7. Miscellaneous Services - Miscellaneous Services provided to the District shall include the following:

- Rentals and Leases - Storage and control of public records

B. Financial Services

1. Accounting - Accounting Services to be provided to the District shall include the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by Board at the District's advertised Public Hearing
- Prepare a Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)
- Coordinate Budget preparation with District Board, Engineer and Attorney
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Assessment Resolution levying the assessments on the property in the District and assessment roils, unless the preparation of the assessment roles is separately contracted out by the District
- Prepare and maintain a property database by using information obtained by local Property Appraiser secured roil
- Review and compare information received from the Property Appraiser to prior years' roils, to ensure that the District roils are in compliance with the law and all pertinent information is reviewed to prepare accurate assessments
- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal
- Act as the primary contact to answer Property Owner questions regarding special assessments, tax, bills, etc.
- Provide payoff information to Property Owner upon request
- Upon adoption of the budget and assessments, coordinate with the office of the Property Appraiser and Tax Collector to ensure correct application of assessments and receipt of District funds
- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the public.
- Prepare and coordinate applications for:
 - Federal I.D. Number
 - Tax Exemption Certificate

- Establish and maintain Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Prepare Required Investment Policies and Procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for Units of Local Government and Distribution to the State Comptroller
- Prepare Public Depositor's Report and distribution to State Treasurer
- Coordinate and Distribute Annual Public Facilities Report and distribution to appropriate agencies
- Administer purchase order system and periodic payment of invoices
- Coordinate tax collection and miscellaneous receivables
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes
- Prepare all required schedules for year-end audit
- Prepare schedule of Bank Reconciliations
- Prepare cash and Investment Confirmations for distribution to Authorized Public Depositories and Trustee of District Bond Issues
- Prepare analysis of Accounts Receivable
- Prepare schedule of Inter-fund Accounts
- Prepare schedule of Payables from the Governments
- Prepare schedule of all Prepaid Expenses
- Prepare debt Confirmation Schedules
- Prepare schedule of Accounts Payable
- Prepare schedule of Changes in Fund Balances
- Prepare schedule of Assessment Revenue compared to Budget
- Prepare schedule of Interest Income and provide Reasonableness Test
- Prepare schedule of Investments and Accrued Interest
- Prepare analysis of All Other Revenue
- Prepare analysis of Interest expenses and Calculate Accrued Interest Expense at Year End
- Prepare schedule of Operating Transfers
- Prepare schedule of Cash Receipts and Cash Disbursements
- Prepare analysis of Cost of Development and Construction in Progress
- Prepare analysis of Reserves for Encumbrances
- Prepare analysis of Retainage Payable
- Prepare Amortization and Depreciation Schedules
- Prepare General Fixed Asset and General Long-Term Debt Account Groups
- General Fixed Asset Accounting
- Assets constructed by or donated to the District for maintenance
- Prepare inventory of District property in accordance with the Rules of the Auditor General
- Application of the special assessment allocation methodology and required modifications due to such items as: 1) changes in land uses or densities, 2) re-configured parcels, or 3) platting of lots
- Update special assessments pursuant to the requirements of a true-up mechanism outlined in the special assessment allocation methodology
- Assist in the levy and collection of special assessments and operation and maintenance assessments
- Preparation and certification of the annual non-ad valorem capital and operation and maintenance assessment roll
- Financial or cash flow analysis

2. Investment Management

- Develop an investment policy statement
- Manage the investment process in coordination with the Trustee regarding the purchase and sale of qualified investments
- Maintain adequate accounting statements of all investments
- Provide quarterly presentations to the District

Exhibit "B"

Fee Schedule

Our philosophy with respect to our District Management Service fee is to provide the lowest "all-inclusive" cost for our clients. The fees below represent a flat fee. There will be no additional charges related to printing, production, fax, telephone and travel, within the Scope of Services. This ensures our clients' fee expectations are met efficiently and within budget. We can ensure our ability to meet this objective through the utilization of modern technology and our firm's available resources and commitment to provide the highest level of service.

The fees assessed by District Management Services, LLC ("Manager") for service is separated based on the needs of the District, determined by development and operational needs.

"All-Inclusive Fees"		
Administrative, Management, Accounting, and Financial Services		
	Monthly	Annually
OPERATIONAL STATE	2812.50	33,750

NOTATIONS

¹ The Pre-Development/Operational State is defined as the period "beginning with the establishment of the District through the time when the District enters into an agreement to construct District infrastructure improvements, or completes an acquisition of District infrastructure improvements, whether with bond proceeds or otherwise." Development/Operational State is defined when the District enters into the above referenced contracts. Not to exceed 12 meetings per fiscal year, and not to exceed 2 hours per meeting.

² The Postponed Activity State is defined as an extended period (beyond 60 days) of inactivity of development/operational activities (i.e., active pursuit of finance, funding site development contracts or infrastructure maintenance contracts). Not to exceed 3 meetings per fiscal year, or 2 hours per meeting.

³ Residential Services 1 – Additional Management/Financial Services will be required on a graduated basis as the District's residential population increases. The services required will be adjusted on a graduated per unit basis determined annually and relate directly to the need for customer support services, assessment roll services, Community Development District educational services and on-site visit availability. This fee will be billed monthly as part of the Management Fee for the ensuing fiscal year, based on the most current property appraiser's records, available no later than June 30th. As the residential community increases, fees are subject to evaluation for competitiveness.

⁴ Residential Services 2 – Additional Management/Financial Services assessed in the event that a Recreational Amenity Center is constructed and operated as part of the District's Capital Improvement Program and Operations. This fee does not include staffing of the facility and pertains to the operations aspect alone and accounts for additional services required providing accounting, planning and supervisory services. As the residential community increases, fees are subject to evaluation for competitiveness.

⁵ As part of the development part of the state the District Manager will coordinate with the selected Qualified Public Depository and its Investment Officer to insure available funds that are consistent with the District Investment policy or as otherwise directed by the Board.

ADDITIONAL FEE SCHEDULE

The following is the Manager's Additional Fee Schedule based on an all-inclusive service fee anticipating travel, printing, production, phone and fax.

\$2,500 – Bond Validation Report*
 \$24,500 – Master/First Assessment Report
 \$15,000 – Second Assessment Report
 \$12,500 - Refunding Report*
 \$3,500 – Initial Collection Logs
 \$2,000 – Collection Log Revisions (refunding)
 \$150 – Estoppel, per closing
 \$750 – Construction accounting, per month
 \$350 – Dissemination Services, per month

**Costs that are payable from the Cost of Issuance Fund Bond Proceeds, provided however that, in the event the manager provides the following services and the District shall, immediately pay the following costs at the time of termination, subject to any offsets for a termination for "good cause" to Paragraph 3 of this agreement.*

Postage & Mailing Fees: Invoiced at cost plus 5%.

Late Fees: Invoices from the Manager to the District, which remain unpaid 30 days or more past the invoice date, will accrue late fees and interest charges. Late fees will be assessed each month at \$30.00. Interest will accrue at 1.5% per month on the unpaid balance.

Additional Hourly Services: Services as requested, detailed and approved by the Board of Supervisors, in a "not to exceed" total with an estimated hourly and professional requirement, applicable for requested services outside the standard scope of services. The fees for the professionals shall be billed at the following rates:

District Manager	\$225.00 per hour	Financial Consultant	\$175.00 per hour
Accountant	\$ 75.00 per hour	Operations Manager	\$ 75.00 per hour
Secretarial	\$ 45.00 per hour		

AMENDED AND RESTATED MANAGEMENT AND FINANCIAL SERVICES AGREEMENT

This **Amended and Restated Management And Financial Services Agreement** (the “Agreement”) is made this 1st day of October 2025, between:

- 1) **SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (hereinafter the “District”); and
- 2) **INFRAMARK, LLC**, a Texas limited liability company registered in Florida, with its principal place of business at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 (hereinafter the “Service Company”)

BACKGROUND

The District and District Management Services entered into an agreement dated April 2, 2015, for District Management Services, LLC d/b/a Meritus Districts (“DMS”) to provide various management and financial services (the “Original Management Agreement”). DMS subsequently assigned the Original Management Agreement to Service Company. The District and Service Company now desire to amend and restate the Original Agreement as provided herein.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM AND TERMINATION

1.1 The term of this Agreement shall be for an initial period of one (1) year effective October 1, 2025, and shall automatically renew for additional one (1) year terms unless either party terminates upon the terms provided herein.

1.2 The District agrees that the Service Company may terminate this Agreement with cause by providing forty-five (45) days’ written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Service Company agrees that the District may terminate this Agreement immediately for cause by providing by providing forty-five (45) days’ written notice of termination to the Service Company stating a failure of the Service Company to perform according to the terms of this Agreement; provided, however, that the Service Company shall be provided a reasonable opportunity to cure any failure under this Agreement. Either party may terminate without cause by providing sixty (60) days’ written notice of termination to the other party. Upon any termination of this Agreement, the Service Company shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement.

1.3 This Agreement may be terminated upon the dissolution or court-declared invalidity of the District.

1.4 Upon termination, the Service Company shall be

entitled to payment for all services rendered and reimbursed for all reasonable costs and/or expenses incurred on behalf of the District through the date of termination, subject to whatever claims or off sets the District may have against the Service Company.

1.5 The Service Company may, at its discretion, suspend service on thirty (30) days’ written notice should the District fail to make payments in a timely manner, until such time as the account is made current.

2) SERVICE COMPANY’S SERVICES

2.1. Service Company shall provide the services as set forth in Schedule A attached to this Agreement (the “Services”).

2.2. [RESERVED].

2.3. Service Company may offer and/or District may request, that additional services be provided under this Agreement. In the event that the Service Company and the District agree upon a change in the scope of services to be provided under this Agreement, such agreement as well as the change in compensation, if any, shall be agreed to in writing by both Parties and will be invoiced in accordance with this Agreement.

2.4. In performing the Services, Service Company may rely on information supplied by the District and Service Company shall not be required to independently verify the accuracy and completeness of such information. In addition, although the Service Company may participate in the accumulation of information developed by others necessary for use in documents required by the District, Service Company is not responsible for verifying the accuracy of such information.

2.5. Nothing in this Agreement shall prohibit the Service Company from (a) performing water and wastewater utility management, customer services, utility billing, and operation and maintenance services for the District under a separate agreement; and (b) providing for the benefit of any other district services similar to the services provided to District. District hereby waives any and all conflicts of interest or potential conflicts of interest, it being specifically agreed to and understood that Service Company’s provision of such services

to the District or to any other district shall not constitute a conflict of interest under this Agreement.

2.6. Even though Service Company's employees may include licensed attorneys and engineers, the District acknowledges that Service Company is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Service Company may offer general interpretation of documents, but legal opinions are obtainable only from the District's legal counsel.

2.7. Service Company shall provide the Services in a professional and workmanlike manner, and in accordance with generally accepted industry practices and applicable laws. THE SERVICE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES UNDER LAW.

2.8. If the scope of Services requires the Service Company to administer or supervise the District's personnel, the Service Company shall not be responsible for any damages, losses, settlement payments deficiencies, liabilities, costs and expenses resulting from the failure of the District's employees to follow the instructions of the Service Company.

3) DISTRICT OBLIGATIONS

3.1. District shall:

3.1.1. Perform all duties and discharge all responsibilities and obligations not expressly assumed by the Service Company pursuant to the terms of this Agreement;

3.1.2. Obtain and maintain all state, federal, and local permits and licenses required to the extent that the responsibility of obtaining and maintaining such permits and licenses is not specifically assumed by the Service Company under this Agreement;

3.1.3. Comply with applicable law relating to the management of the District to the extent that the responsibility of complying with those laws is not specifically assumed by the Service Company under this Agreement (the Service Company shall not be responsible for the District's failure to comply with any provision of applicable law that is not otherwise specifically assumed by the Service Company hereunder); and

3.2 The Service Company shall have no liability for vendor late charges if the late charges are not the result of the Service Company's fault or negligence.

3.3 The District represents and warrants that:

3.3.1. It is duly incorporated, validly existing, and in good standing under the laws of its state;

3.3.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

3.3.3. The execution, delivery, and performance of this Agreement has been duly and validly authorized by it by all

necessary action, and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms;

3.3.4. It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement;

3.3.5. There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement; and

3.4 The District shall operate as a body, dictated by the District legal documents and applicable laws. Authority lies in a majority vote of the Supervisors, and no Supervisor shall act independently unless authorized by a Board Resolution, the District's Rules of Procedure, or as otherwise authorized by law that empowers such Supervisor to make specific decisions independently or spend funds within a specified dollar range. District shall also appoint a liaison to communicate Board decisions to Service Company. If no liaison is named, it shall be the Chairman. The District acknowledges and agrees that in the course of providing the Services, it may be necessary for Service Company to use District computer systems, data systems, or networks, or to come into contact with District residents' personal information. District shall notify Service Company of any protocols for said systems and information, and Service Company shall follow all such protocols as provided, and shall not be liable for the loss or compromise of District systems or information unless due to the negligence or wrongful act of Service Company. If no protocols are provided, then Service Company shall treat such systems and information with the same degree of care and confidentiality as it treats its own systems and information and in accordance with all applicable laws, but no less than a reasonable degree of care. Notwithstanding anything in this Agreement to the contrary, Service Company is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the District or any third party as a result of a data security breach or other cyber security breach to the District's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result Service Company's negligence or willful misconduct.

4) FEES AND PAYMENT

4.1. [RESERVED].

4.2. The District shall pay the Service Company the fees as established in Schedule B of this Agreement ("Annual Base Fee") plus related expenses (as may be described on the Miscellaneous Schedule of Charges in Schedule B) monthly as compensation for the Services set forth herein. The Base Fee shall be due on the first of the month during which the Services will be rendered. All other payments shall be due within thirty (30) days of the date of invoice. Disputes with invoices are

waived if not raised within thirty (30) days of the date of invoice or as otherwise provided pursuant to Florida law.

4.3. Attendance of meetings is based on an allocation of up to thirteen (13) meetings per year, including a Budget meeting and workshops, with an allocation of up to three (3) hours per meeting scheduled. The Service Company will bill the District \$125 for each additional hour spent attending meetings. In addition, the Service Company shall bill the District double the prescribed hourly rate of \$125 for each hour spent attending meetings which are scheduled and conducted between the hours of 5:00 p.m. Friday and 9:00 a.m. Monday. The Service Company shall not charge for travel time to and from meetings.

4.4. Additional services not described on Schedule A which are rendered by the Service Company for or on behalf of the District, with the District's prior written consent, will be billed at a rate agreed to by the parties.

4.5. In the event of emergency repairs, Service Company is authorized to dispatch the vendor, without liability to the Service Company, to take whatever corrective action is necessary to repair the problem. The District will be notified immediately that such emergency action was taken.

4.6. The District shall reimburse the Service Company for all reasonable costs or expenses incurred by the Service Company as provided for in the "Miscellaneous Schedule of Charges" attached to the Agreement and incorporated herein by reference, or with the written consent of the District, in and directly attributable to its fulfilling its duties under this Agreement, including, but not limited to, postage costs, supplies costs and costs to reproduce documents. Such costs and expenses are payable by the District to the Service Company.

4.7. The Service Company reserves the right to modify, with approval of the Board of Supervisors, any of the applicable fees listed in the "Miscellaneous Schedule of Charges," attached to the Agreement, to bring them in line with current business practice.

4.8. For each fiscal year of the District, the compensation payable to the Service Company under the terms and conditions of this Agreement shall be in an amount approved by the District in its final fiscal year budget. Each fiscal year the District will consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the Service Company during the upcoming fiscal year of the District. In no event shall the compensation payable to the Service Company be reduced, unless agreed to by the District and Service Company, in writing.

4.9. If the fiscal year budget is not approved prior to the first day of the fiscal year, the Service Company's compensation under this Agreement will continue at the rate currently in effect at the time of the renewal. The subsequent approval of the budget will result in a retroactive fee adjustment, which will be invoiced in the first month following approval of the budget.

4.10. To the extent allowable under applicable law, any and all late payments due to either party from the other shall accrue interest at a rate of one and one-half percent (1 ½%) per month from the original due date and until payment is received, unless waived by agreement.

5) INDEMNIFICATION AND LIMITATION

5.1. SERVICE COMPANY'S TOTAL LIABILITY FOR ANY ACTION OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS OF INSURANCE CONTRACTUALLY REQUIRED HEREUNDER AND THE AMOUNTS ACTUALLY PAID UNDER THE REQUIRED INSURANCE POLICIES, OR FOR ALL OTHER CLAIMS, AN AMOUNT EQUAL TO TWICE THE COMPENSATION PAID IN THE YEAR THE DISPUTE AROSE.

5.2. TO THE EXTENT PERMITTED BY LAW AND THIS SECTION 5, DURING THE TERM OF THIS AGREEMENT, EACH PARTY (THE "INDEMNIFYING PARTY") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND THEIR RESPECTIVE OFFICERS, STAFF, SUCCESSORS AND ASSIGNS (EACH IS REFERRED TO HEREIN AS AN "INDEMNIFIED PARTY") AGAINST ANY AND ALL LIABILITY FOR DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY CLAIM ASSERTED BY A THIRD PARTY AGAINST THE INDEMNIFIED PARTY FOR WRONGFUL DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY. SERVICE COMPANY 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.

5.3. UNDER NO CIRCUMSTANCES SHALL SERVICE COMPANY BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, SETTLEMENT, PAYMENT DEFICIENCIES, LIABILITIES, COSTS AND EXPENSES CAUSED BY THE EXECUTION OR IMPLEMENTATION OF SPECIFIC INSTRUCTION OR DIRECTIONS PROVIDED BY THE DISTRICT'S BOARD OF SUPERVISORS OR DULY DESIGNATED AGENTS OR REPRESENTATIVES.

5.4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE SERVICE COMPANY OR THE DISTRICT BE LIABLE, EITHER DIRECTLY OR AS AN INDEMNITOR, FOR ANY SPECIAL, PUNITIVE, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ATTRIBUTABLE TO LOSS OF USE, LOSS OF INCOME OR LOSS OF PROFIT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.5. THE DISTRICT SHALL NOT HOLD THE SERVICE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES, JUDGMENTS, CAUSES OF ACTION, SUITS,

DEMANDS OR CLAIMS OF ANY CHARACTER OR KIND, TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF THIRD PARTIES CONTRACTED WITH TO PERFORM SERVICES FOR THE DISTRICT OR IN FULFILLMENT OF THE SERVICES PROVIDED TO THE DISTRICT UNLESS THE SERVICE COMPANY FAILED TO EXERCISE REASONABLE CARE TO SELECT ONLY THIRD PARTIES COMPETENT TO PROVIDE THE SERVICES CONTRACTED FOR OR FAILED TO PROVIDE SUCH THIRD PARTIES WITH ADEQUATE DIRECTION AS REQUIRED UNDER THIS AGREEMENT.

5.6. The District shall not hold the Service Company liable for any loss of records to the extent arising out of or attributable to unforeseeable occurrences caused through no fault of the Service Company, including but not limited to fire, theft, vandalism, force of nature, or acts of God. Service Company shall take reasonable measures to prevent the loss of such records, including keeping backups and implementing policies which are standard in the industry for companies charged with recordkeeping responsibility.

5.7. In the event that a party receives notice of or undertakes the defense or prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with its indemnity obligations hereunder, such party shall give the other party prompt notice of such proceedings and shall inform the other party in advance of all hearings regarding such action, claim, suit, proceeding or investigation.

5.8. This indemnification shall not be construed as a waiver of the District's sovereign immunity under state law, and is subject to the limitations set forth under state law.

6) INSURANCE

6.1. The Service Company shall provide and maintain insurance as provided in this section. The Service Company will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Service Company shall provide and maintain the following levels of insurance coverage:

6.1.1. Commercial Crime/ Fidelity Insurance with a per loss limit of one million dollars (\$1,000,000.00);

6.1.2. Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000);

6.1.3. General Liability insurance with a per occurrence limit of one million dollars (\$1,000,000); and

6.1.4. Workers compensation coverage as provided by and in the amounts specified by state law.

6.1.5. Automobile Liability insurance with an aggregate limit of one million dollars (\$1,000,000); and

6.1.6. Excess Liability insurance with an aggregate limit of two million dollars (\$2,000,000).

6.2. The above General Liability and Excess Liability policies must list the District and its officers, supervisors, and staff as additional insureds.

6.3. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District.

6.4. The District shall maintain the following minimum levels of insurance coverage:

6.4.1. Director's and officer's liability policy in an amount of not less than one million dollars (\$1,000,000) in aggregate coverage and such policy shall name the Service Company as an additional insured.

6.4.2. Property insurance in accordance with their by-laws and such policy shall against name the Service Company as an additional insured;

6.4.3. Commercial General liability insurance including bodily injury, property damage, personal and advertising injury, and blanket contractual liability with a per occurrence limit of one million dollars (\$1,000,000) and two million dollar (\$2,000,000) aggregate and such policy shall name the Service Company as an additional insured; and

6.4.4. Auto Liability insurance with a per occurrence limit of one million dollars (\$1,000,000) and two million dollar (\$2,000,000) aggregate (covering hired and non-owned autos) and such policy shall name the Service Company as an additional insured.

6.5. Such insurance provided by District shall be primary and noncontributory coverage to Service Company as additional insured for all claims covered thereby and shall not seek contribution in any way from insurance maintained by Service Company. District and Service Company waive against each other all damages covered by commercial general liability, auto liability, and property insurance provided herein, except such rights as they may have to the proceeds of such insurance. District shall require similar waivers of subrogation from District's separate contractors, and shall require each of them to include similar waivers in their contracts.

6.6. The District shall ensure that all companies providing services to the District shall name on all applicable policies maintained by such companies Services Company as an additional insured and shall indemnify, defend, and hold harmless the Service Company for all claims, losses causes of action, costs and expenses, including reasonable attorney fees arising from or related to the services provided by said company. District shall require waivers of subrogation from District's separate contractors, and shall require each of them to include similar waivers in their contracts.

6.7. District hereby waives any and all claims against Service Company, including Service Company's employees, agents, affiliates, for property damage or bodily injury occurring in, on, or around the District's premises, whether caused by peril, accident, theft or from any cause whatsoever, other than solely caused by the willful misconduct of Service Company.

6.8. District agrees that Service Company is not responsible for recommending or providing the insurance coverage for the District. And any insurance provided by District is primary as per Section 6.5.

6.9. All insurance shall be written with insurance companies with an A.M. Best rating of A-, VII or higher. All liability policies shall contain a severability of interest clause. All insurance shall provide that notice of default or cancellation shall be sent to Service Company as well as District and shall require a minimum of thirty (30) days written notice to Service Company prior to any cancellation of or changes to said policies. District agrees to provide Service Company with certificates evidencing such insurance, including the additional insured endorsement, or with copies of such policies, including all endorsements, within ten (10) days of the execution of this Agreement.

7) DISPUTES

7.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation Services.

7.2 [RESERVED].

8) FORCE MAJEURE

A party's performance of any obligation under this Agreement (except for payment obligations) shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. The party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination of the event or cause that excused performance hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, either party to perform any obligation under this Agreement (except for payment obligations) to a material extent if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

9) PUBLIC RECORDS

9.1 The Manager will be the public records custodian for the District. In connection with its services to District, the Manager agrees to fully comply with the provisions of Section 119.0701, Florida Statutes, pertaining to Florida's Public Records Law. Said compliance will include the Manager taking appropriate and necessary steps to comply with the provisions

of Section 119.0701(2)(b), Florida Statutes, including, without limitation, the following:

9.1.1. The Manager shall keep and maintain public records required by the District to perform the services hereunder.

9.1.2. Upon a request for public records received by the District, the Manager shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.

9.1.3 The Manager shall 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 completion of this Agreement if the Manager does not transfer the records to the District.

9.1.4 Upon completion of this Agreement, the Manager shall transfer, at no cost, to the District all public records in possession of the Manager consistent with Florida law. All records stored electronically by the Manager must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

9.1.5 The District shall make all determinations as to what constitutes confidential or exempt public records.

9.1.6 Service Company shall follow the requirements of the District's adopted Records Retention policy and destroy all records in accordance with the requirements of the law.

9.1.7 Failure of the Manager to comply with Section 119.0701, Florida Statutes may subject the Manager to penalties under Section 119.10, Florida Statutes. Further, in the event the Manager fails to comply with this Section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR INFRAMARK, LLC, TELEPHONE: (954) 603-0033, EMAIL: PUBLICRECORDS@INFRAMARK.COM AND MAILING ADDRESS: 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607.

10) MISCELLANEOUS

10.1. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision

of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management or board decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Should a party withhold such cooperation as detailed in this Section, the other party shall not be liable for late fees, fines, or other damages or delay as a result.

10.2. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision.

10.3. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise, including injunctive relief.

10.4. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

10.5. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

10.6. This Agreement contains the entire agreement between District and Service Company and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement; for the avoidance of doubt, this Agreement shall supersede and replace the Original Agreement.

10.7. The parties may only modify this Agreement by a written amendment signed by both parties.

10.8. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

10.9. In the event of termination, cancellation or failure to renew, District agrees, for a period of twelve (12) months from the date of termination, not to engage or attempt to engage the services of anyone who is employed by Service Company (or was employed by Service Company at any time within one (1) year prior to the date of termination) for the performance of identical or similar services.

10.10. This Agreement shall be binding upon the successors and assigns of each of the parties. This Agreement shall not be

assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. When written consent of a party is required, such consent shall not be unreasonably withheld.

10.11. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are enforceable in the federal or state court having appropriate jurisdiction thereof.

10.12. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

To Service Company:

Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
ATTN: Chris Tarase, President

With a copy to:

Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
ATTN: Legal Department

To District:

Straley Robin Vericker
1510 W. Cleveland St.
Tampa, Florida 33606
Attn: District Counsel

10.13. All records compiled by Service Company with information and material gathered when performing this Agreement are the property of District.

10.14. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

11) E-VERIFY REQUIREMENT

11.1. The District is subject to the requirements of section 448.095, Florida Statutes, pertaining to the use of the E-Verify system to confirm the work authorization status of all employees hired on or after January 1, 2021. By signing this Agreement, Service Company acknowledges and confirms that it is registered with and uses the E-Verify system to confirm the work authorization status of all new hires. Service Company further confirms that it shall only subcontract work to be performed under this Agreement to subcontractors who are registered with and use the E-Verify system and have provided to Service Company the affidavit described in section 448.095(2)(b). Service Company must maintain a copy of the subcontractor's affidavit for the duration of this Agreement. By entering into this Agreement, the Service Company represents that no public employer has terminated a contract with the Service Company under Section 448.095(2)(c), Florida

Statutes, within the year immediately preceding the date of this Agreement.

11.2. Upon a good faith belief that Service Company has knowingly violated section 448.09(1), District may terminate this Agreement. Such termination shall not constitute a breach by the District.

11.3 Upon a good faith belief that any of Service Company's subcontractors have knowingly violated section 448.09(1), but the Service Company otherwise complied with this subsection, Service Company shall promptly terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

INFRAMARK, LLC

**SUMMIT AT FERN HILL
COMMUNITY DEVELOPMENT
DISTRICT**

By: Chris Tarase

Title: President

Date: _____

Printed Name: _____

Title: _____

Date: _____

Schedule A

Scope of Services

All services required for the management of a community development district under Chapter 189, Florida Statutes, Chapter 190, Florida Statutes and all other applicable Federal, Florida, and local laws (including the ordinance(s) and resolution(s) relating to the District and any interlocal agreements). All services should be completed on a timely basis.

Specifically, the Service Company shall provide the following services to, for, and on behalf of the District:

A- FINANCIAL ACCOUNTING SERVICES

- 1- Prepare the District's budget at the District's direction.
- 2- Implement the District's budget directives.
- 3- Preparation of monthly financial reports for the regular District meetings.
- 4- Submit preliminary budget to the District as required under applicable law or District policy.
- 5- Modify preliminary budget for consideration by the District at the District's advertised Public Hearing.
- 6- Coordinate budget preparation with District's Board, Engineer, and Attorney.
- 7- Prepare the budget resolution approving the District's budget and authorization to set public hearing.
- 8- Prepare budget and assessment resolutions as required by applicable law.
- 9- Prepare annual financial report for units of local government.
- 10- Prepare of Public Depositor's Report and distribution to State Treasurer.
- 11- Provide all required annual disclosure information to the local government in the county in which the District resides.
- 12- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies.
- 13- Prepare all required schedules for year-end audit.
- 14- Oversee capital and general fund accounts.

- 15- Prepare required investment policies and procedures at the District's direction.
- 16- Administer purchase order system, periodic payment of invoices.
- 17- Coordinate tax collection and miscellaneous receivables.
- 18- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB).
- 19- Prepare and coordinate applications for federal ID numbers and tax exemption certificates.

B- MANAGEMENT AND RECORDING SERVICES

- 1- Attend up to 13 meetings/workshops of the District Board of Supervisors and provide meaningful dialogue on the issues before the District Board of Supervisors for action.
- 2- Record all meetings of the District.
- 3- Organize, conduct, and provide summary minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices as directed by the District; for avoidance of doubt, the Service Company does not provide any legal advice and does not make any recommendations as to how to apply with applicable laws.
- 4- Consult with the Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.
- 5- Provide Oath of Office and Notary Public for all newly elected members of the District Board of Supervisors.
- 6- Prepare agenda for budget hearings.
- 7- Prepare all the meeting agendas and coordination of receipt of sufficient material for the District's Board of Supervisors to make informed policy decisions.
- 8- Prepare and advertise all notices of meetings as required.
- 9- Maintain the District's seal.

- 10- Act as the primary point of contact for District-related matters
- 11- Ensure all required procedures for the District are properly followed and executed, including provision of required compliance and disclosure information to local governments; Service Company shall work with the District as need be to ensure all required procedures are properly followed and executed.
- 12- Solicit bids for the District's contract services for the District's approval and serve as a liaison between the District and contractors to observe the monthly performance of the work of companies supplying the services related to the operation and maintenance of the District's public infrastructure
- 13- Make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Service Company shall advise the District as to need for renewal or additional procurement activities and implement same. The Service Company shall work with the District's attorney and engineer in fulfilling these requirements. The Service Company's project management (the onsite management of specific large maintenance and/or capital projects) will require an additional project management fee. Any such project management fee must be approved in advance the District; provided, however, that in the event of an emergency, the Service Company may provide project management services for a reasonable project management fee.
- 14- Coordinate and provide contract administration for any services provided to the District by outside vendors. Contract administration will not require any "project management" (i.e. oversight of construction and/or engineering work that may require professional certifications or other expertise that the Service Company's personnel may not possess).
- 15- Preparation of specifications and coordination for insurance and independent auditor services.
- 16- Process and assist in investigation of insurance claims, in coordination with District Counsel.
- 17- Responding to any community complaints or requests for service from residents.
- 18- Monitor certificates of insurance as needed per contracts.
- 19- Procure, renew, or maintain all necessary insurance for the District as directed and authorized by the District
- 20- Maintain an action item list of tasks and follow ups from meetings.

- 21- Coordinate with the District's ADA document remediation vendor (and website vendor) to ensure the District's website has the content required by Florida (and is on the website for the appropriate duration) and includes any additional information or materials requested by the Board.

C- SPECIAL ASSESSMENT SERVICES

- 1- Prepare assessment resolution levying the assessments on the property in the District and prepare assessment rolls.
- 2- Prepare and maintain a property database by using information obtained by local Property Appraiser's secured roll.
- 3- Review and compare information received from the Property Appraiser to prior years' rolls, to ensure that the District rolls are in compliance with the law and that the Service Company has obtained all the pertinent information to prepare accurate assessments.
- 4- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal.
- 5- Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. and provide pay off information upon request to property owner.
- 6- Upon adoption of the budget and assessments, coordinate with the office of the Property Appraiser and Tax Collector to ensure correct application of assessments and receipt of District funds.
- 7- Act as primary contact to answer property owners' questions regarding the Capital Assessment.

D- FIELD SERVICES –

- 1- Perform a monthly inspection of the District's property and maintenance responsibilities; provided however, such inspection shall exclude the District's pool facilities or maintenance performed for said pool facilities.
- 2- Provide monthly inspection report with pictures and recommendations for repairs to the District; provided however, the Service Company shall not be responsible for performing such repairs unless otherwise agreed to by the parties in writing; and
- 3- Notify the District about deficiencies in the services performed by its vendors; provided however, this shall not apply to lifeguard, lifeguard services, or similar services.

E- COMMUNITY SERVICE ATTENDANT (Up to 29 hours per week) –

1- General Duties

- a. Assist Clubhouse Manager in the day-to-day operations.
- b. Provide access cards/fobs, room rentals, and document sales in various logs.
- c. Troubleshoot and resolve issues with access cards/fobs.
- d. Assist in notifying residents of upcoming events, meetings, and general information.
- e. Assist in maintaining preventative maintenance records, inventories, and purchases.
- f. Interaction with residents and guests on a day-to-day basis.
- g. Document all complaints, injuries, and maintenance issues.
- h. Process and manage work orders as needed.
- i. Conduct other related tasks as directed by the District Manager.

2- General Maintenance

- a. Swimming Pool Deck: Blow off entire pool deck, arrange furniture, empty and clean all waste receptacles and control algae growth around pool area.
- b. Blow off all play courts and pick up any litter and empty waste receptacles.
- c. Interior of Building(s): Ensure all door locks are in good condition, control cobwebs, and dust.
- d. Parking Lot: Pick up litter, blow off debris as needed
- e. Clean outdoor furniture and equipment as needed.

F- EXCLUSION TO SERVICES

Service Company specifically excludes from its scope of services the following services to, for, and on behalf of the District:

- 1- Employing lifeguards for the benefit of the District, performing any lifeguard or similar services, or supervising or overseeing lifeguards hired by the District;
- 2- Direct contracting for lifeguard, lifeguard services, or similar services;
- 3- Evaluating lifeguard service providers' performance and making recommendation to the District;
- 4- Performing any pool operations or maintaining and repairing the pool and its related appurtenances;
- 5- Developing pool and amenity center rules or policies;
- 6- Verifying that the lifeguard or pool attendants are acting in accordance with their contracts or obligations under local or state guidelines;
- 7- Handling any performance issues or complaints regarding the lifeguard or pool attendants; and
- 8- Performing or providing any inspection services or walk throughs on lifeguard or pool attendants or at pool facilities.

Schedule B Fee Schedule

I. ANNUAL BASE FEE

The Annual Base Fee beginning October 1, 2025 shall be \$23,000 (\$1,916.67 per month plus any applicable taxes). Base fee includes District Management, Accounting, Collections and Administrative Support Services.

Field Services (Per Section D in Schedule A) provided at an annual rate of \$12,000.00 billed at \$1,000.00 monthly, plus any applicable taxes.

Dissemination/Disclosure Services provided for an annual rate of \$8,820.00.

II. MISCELLANEOUS SCHEDULE OF CHARGES

Additional Meetings - Beyond those defined in the negotiated agreement	\$150.00 per hour
Mail Distribution	
General Distribution- Includes label, folding, insertion of up to two items and delivery to the post office	\$0.35 per piece
General Distribution - Additional inserts over two	\$0.03 per additional page
Labels	\$0.07 each
Certified Mail	Current rate charged by postmaster plus handling charge of \$5.00
Postage	Current rate charged by postmaster (no add on)
Copies	
Black and white, single sided	\$0.18 per copy, up to 100 copies \$0.10 per copy thereafter
Color (single sided)	\$0.50 per copy
Black and white, duplex (two-sided)	\$0.21 per duplex copy
Special Services- includes court appearances, performance of tasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	\$150.00 per hour
File Storage - Records preceding those included in base fee (current year records plus two years previous) (Any boxes may be transferred to the District upon the request of the District)	\$15.00 per box per month
Estoppel letters for Sellers of Property- the Service Company will charge the seller directly	Per market rates

Date of Reservation: _____
Time From: _____ to _____
Type of Function: _____
Number of Persons Planning to Attend: _____ (DO NOT EXCEED 30)
Total Rental Fee: \$50.00
Total Refundable Deposit: \$200.00

THE SUMMIT AT FERN HILL Clubhouse Rental Agreement

THIS CLUBHOUSE RENTAL AGREEMENT (the "**Agreement**") is made on this ____ day of _____, 20____, by and between THE SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT., a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes (the "**CDD**"), located at **10340 Boggy Moss Drive, Riverview, FL 33578** and _____ ("**Homeowner**"), residing at _____, Riverview, Florida 33578.

In consideration of the mutual agreements of the parties set forth in this Agreement and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The CDD is not responsible for the loss or injuries sustained to any resident or guest who attends this function. The CDD will in no way be liable for loss, damages, or injuries to any resident or guest in connection with this event. Homeowner assumes full responsibility and liability for any claims arising at the above stated activity. Homeowner(s) shall indemnify and hold harmless the CDD and agents (the "**Released Parties**"), from and against any and all damages, liens, liabilities, penalties, interest, losses, demands, actions, causes of action, claims, costs and expenses (including reasonable attorneys' fees, including the cost of in-house counsel and appeals) arising from or related to Homeowner's and its guests' and invitees' use of the Clubhouse and related facilities, entry onto the Clubhouse and related facilities and any other acts by Homeowner or its guest' and invitees with respect to the use of the Clubhouse and related facilities or otherwise. It is expressly agreed by Homeowner and the CDD that any of the Released Parties, which are not parties to this Agreement are intended by the Homeowner and the CDD to be third party beneficiaries to this Section 1 and shall have the right to enforce the provisions of this Agreement.
2. Homeowner agrees to return the premises to a neat, clean and orderly condition, and is responsible for removing all trash and garbage created as a result of this activity. All trash and garbage **MUST** be removed and taken and removed from the premises immediately after the event.
3. Homeowner understands and agrees that the \$200.00 refundable deposit will be returned **ONLY** after it has been verified that the facility has been left clean and orderly, all inventory accounted for, and all rules have been complied with. Following event, a representative of the CDD must walk through facility with the Homeowner to ensure it was left clean and orderly before authorization is made to return deposit.
4. Should facility not be left clean and orderly, and the cost to clean or repair facility exceeds the deposit, the Homeowner will be billed for the difference and required to pay same within 30 days. Should Homeowner continue to utilize Clubhouse and leave facility not in a clean or orderly state, the CDD reserves the right to deny rental of facility to the Homeowner in the future.
5. Homeowner agrees that rental of the Clubhouse does **not** include the exclusive use of the pool.
6. Homeowner agrees that rental time **cannot** exceed 10:00 pm.

7. Alcohol is **not** allowed in the Clubhouse or on any of the Clubhouse property, including but not limited to, the pool area.
8. Prior to receiving the Clubhouse key, each Homeowner will be required to sign this Agreement. Homeowner can obtain these documents from the Management Company at (813) 873-7300.
9. A lost Clubhouse key will result in the loss of your deposit. Key must be returned within 48 hours after rental date.
10. Homeowner agrees and understands that a minimum of five (5) calendar days' cancellation notice, prior to rental, is required. If cancellation notice is given less than five (5) calendar days prior to rental, the fifty-dollar (\$50.00) rental fee will not be refunded.
11. If any commercial services will be used (i.e., moon walk or caterer) the commercial entity will be required to provide a certificate of insurance naming the CDD, as an additional named insured. This certificate shall be delivered to the Management Company a minimum of forty-eight (48) hours prior to the event.
12. Should an event occur in the evening, Homeowner shall make arrangements with the opening of the gate for attendees at the event at the Clubhouse. For security purposes, Homeowner shall not place any item that allows gate to remain open.
13. Homeowner agrees to abide by the Clean-Up Checklist that is attached hereto as **Exhibit A** and made a part hereof. Said Checklist is also posted in the Storage Closet.
14. By signing this Agreement, you are hereby acknowledging your understanding and acceptance of the terms and conditions herein.

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

HOMEOWNER:

CDD:

THE SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Mail 2 checks (1 for rental fee; 1 for deposit) with completed application to:

Summit at Fern Hill CDD

c/o Inframark

2005 Pan Am Circle, Suite 300, Tampa, FL 33607

Contact: Yolanda Ortega

Phone: (813) 873-7300

Email: Yolanda.ortega@inframarkcom

EXHIBIT A

Clubhouse Clean-up Check List

FOYER AND MAIN HALL	
All decorations (including balloons) removed	
All lights returned to original position	
RESTROOMS	
Trash removed and new trash liners applied	
Floors swept of all debris, and spills wiped up	
All decorations removed	
OTHER AREAS	
Trash removed	
Floors swept of all debris and spills wiped up	
Lights and fans set as indicated	
Outdoor deck area cleaned of debris, decorations, etc.	
All trash and decorations must be removed from Clubhouse grounds	

Failure to comply with any or all the above responsibilities will result in forfeit of all or part of security deposit.

By assisting us with this clean-up, you are not only allowing the turnover of the Clubhouse to another group in a timely manner, but you also allow us to keep our rental rates reasonable.

We are seeking your continued cooperation in the use of the Clubhouse.

Name of Homeowner: _____

Date of Event: _____

CHECK – IN

Agreement that Clubhouse at the time of rental is in a neat, clean and orderly condition:

Homeowners Signature

Date

Homeowners Signature

Date

CDD Representative

Date

CHECK - OUT

Agreement that Clubhouse was left by Homeowner in a neat, clean and orderly condition:

Homeowners Signature

Date

Homeowners Signature

Date

CDD Representative

Date

Comments, if any:

