

AMENDED AND RESTATED MANAGEMENT SERVICES MASTER AGREEMENT

This Amended and Restated Management Services Master Agreement (the "Agreement") is made this 15th day of August 2024, between:

- 1) **HERITAGE OAK PARK COMMUNITY DEVELOPMENT DISTRICT**, a Community Development District with its principal place of business in Manatee County, Florida (hereinafter the "District"); and
- 2) **INFRAMARK, LLC**, a Texas limited liability company registered in Florida, with its principal place of business at 2002 West Grand Parkway North, Suite 100, Katy, Texas 77449 (hereinafter the "Service Company")

BACKGROUND

The District and Service Company entered into an agreement for management assistance services dated August 15, 2019 for Service Company to provide various management services (the "Original Agreement"). The District and Service Company subsequently agreed to extend this Original Agreement from its initial expiration date of August 15, 2020 through August 15, 2024. 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 begin on August 15, 2024 and shall not have a termination date, unless either party terminates the agreement under the provisions contained herein.

1.2 The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days, but is not cured, the Agreement shall terminate at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure.

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 paid in full for all services rendered and reimbursed for all reasonable costs and/or expenses incurred on behalf of the District through the date of termination.

1.5 If District incurs costs for damages due to a default of

the Service Company that results in termination of this Agreement, District may deduct such costs or damages from the final payment due to Service Company. Such deduction will not exceed the final payment owed to Service Company and will constitute full and final settlement between District and Service Company for all claims against Service Company by District and a release by District of any and all further claims against Service Company.

1.6 The Service Company may, at its discretion, suspend service immediately should the District fail to make payments in a timely manner, until such time as the account is made current.

1.7 Either party may, in its sole and absolute discretion, whether or not reasonable, on sixty (60) days' written notice to the other party, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Said termination notice must be sent to the non-terminating party pursuant to the notice requirements set forth in Section 10.13 of this Agreement.

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 The District shall provide or make available to the Service Company the following records at least three (3) weeks prior to the beginning of the Services Company's services:

2.2.1. All financial books and records of the District;

2.2.2. All bank statements of all accounts of the District;

2.2.3. Copies of all contracts and agreements to which District is a party;

2.2.4. Copies of all minutes, resolutions and other official actions of the District; and

2.2.5. Copies of recorded Covenants and Restrictions, Articles of Incorporation, by-laws, any amendments thereto, and plats (to include addresses).

It is agreed between the District and the Service Company that the Service Company shall have no liability for any errors contained in the above-referenced documents, and shall have no liability for errors which may result from the use of the above-

referenced documents should errors be contained therein. Service Company shall, however, advise the District of any error it discovers during Service Company's review of the above-referenced documents.

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, prior to the commencement of any additional services.

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. The 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. Any other potential conflict of interest related to Service Company providing services to another entity not addressed herein shall be disclosed by Service Company to the District prior to the Service Company engaging in the provision of services for such entity.

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. **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;

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 Directors, and no Director shall act independently unless authorized by a Board Resolution that empowers him 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. 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, but no less than a reasonable high 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. The Service Company will continue billing as of August 15, 2024 for District Management and Amenity Center/Field Services in the amount of \$21,681.83 monthly.

4.2. During the term of this Agreement, the District shall pay the Service Company a fee as outlined above ("Annual Base Fee") which increases to \$23,991.16 monthly as of October 1, 2024, plus applicable sales tax, if any, and related expenses shall be paid to the Service Company monthly (as set forth in Section 4.1) as compensation for the services set forth herein, per schedule(s) defined in Section I and attached hereto as part of this Agreement, and/or as may be described on the Miscellaneous Schedule of Charges. The monthly share of the Annual 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 ten (10) days of invoice date.

4.3. Service Company shall be required to attend scheduled District meetings starting on July 1, 2023. Attendance of meetings is based on an allocation of up to thirteen (13) meetings per year, including regular monthly meeting of the

District's Board of Supervisors and a Budget meeting, with an allocation of up to three (3) hours per meeting scheduled. The Service Company will bill the District \$250.00 for each additional hour spent attending meetings. Further, meetings which extend past 9:00 p.m. may be charged time and one-half (1.5 x hourly) the hourly rate for 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 AM. 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, including, but not limited to, preparation of special schedules in assisting auditors, preparation for lawsuits or court appearances, and/or the coordination of insurance claims, major construction projects, or emergency repairs due to acts of Nature, when requested by the District, will be billed at the rate of \$125.00 per hour or as otherwise agreed by Service Company, to be paid by the District upon receipt of statement. The billing and/or supervision of construction for restoration due to insurance claims or special construction projects shall be billed as a part of the claim at the rate of fifteen percent (15%) of the actual cost of new construction or reconstruction if so requested and approved by the Board of Directors. Should Service Company not have expertise in an area, an experienced contractor, approved by the Board, will be consulted, and District will be billed at the rate of \$125.00 per hour for any coordination or liaison activities with the contractor.

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. The District shall pay all reasonable legal fees and expenses should it become necessary for the Service Company to seek legal assistance to recover any balance owed by the District under this Agreement.

4.7. The Service Company reserves the right to modify, with thirty (30) days' notice, 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.

The Board shall approve such increases upon notice and documentation of the reason for the increase. The Board shall not unreasonably delay or withhold approval. Should the Board reject an increase, the Service Company shall have the option to immediately terminate the Agreement.

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. Service Company shall notify the District of any requested increase to the Annual Base Fee for the upcoming fiscal year no later than April 1 of the then current fiscal year. 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. 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 1/2%) per month from the original due date and until payment is received, unless waived by agreement.

5) INDEMNIFICATION AND LIMITATION

5.1. THE SERVICE COMPANY SHALL NOT BE LIABLE TO THE DISTRICT OR TO HOMEOWNERS, THEIR GUESTS AND INVITEES FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY, UNLESS AND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE COMPANY OR ANY EMPLOYEE OR AGENT OF THE SERVICE COMPANY. 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 THE COMPENSATION PAID IN THE YEAR THE DISPUTE AROSE.

5.2. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, AND EXCEPT AND TO THE EXTENT OF SERVICE COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT, THE DISTRICT EXPRESSLY AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS SERVICE COMPANY FROM AND AGAINST ANY AND

ALL CLAIMS, DEMANDS, CAUSES OF ACTION OR JUDGMENTS, OF ANY KIND OR CHARACTER, INCLUDING ATTORNEYS FEES, EXPENSES AND COSTS, RESULTING FROM THE SERVICE COMPANY'S PERFORMANCE OF ITS DUTIES UNDER THIS AGREEMENT AND/OR UNDERTAKEN BY THE SERVICE COMPANY AT THE DIRECTION OF THE DISTRICT; INCLUDING, BUT NOT LIMITED TO CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, OR JUDGMENTS ARISING FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACTS OF THE DISTRICT AND INCLUDING SERVICE COMPANY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS SOLE OR MIXED WITH THE NEGLIGENCE OF OTHERS. FURTHER, THE SERVICE COMPANY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ANY GENERAL LIABILITY POLICY ISSUED ON BEHALF OF THE DISTRICT. THE DISTRICT'S INSURANCE SHALL BE RECOGNIZED AS THE PRIMARY SOURCE FOR THE EVENT OF CLAIMS. THE DISTRICT SHALL MAINTAIN PROPERTY AND CASUALTY INSURANCE, AND WITHIN THIRTY (30) CALENDAR DAYS OF THE COMMENCEMENT DATE, THE DISTRICT SHALL FURNISH COPIES OF SUCH POLICIES TO THE SERVICE COMPANY WITH A CERTIFICATION OR OTHER EVIDENCE THAT THE SERVICE COMPANY HAS BEEN DESIGNATED AS AN ADDITIONAL INSURED UNLESS SO ADVISED OR RECOMMENDED BY THE DISTRICT.

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

5.4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE SERVICE COMPANY BE LIABLE, EITHER DIRECTLY OR AS AN INDEMNITOR FOR THE DISTRICT, 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 THE SERVICE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.5. The Service Company shall be allowed to retain the counsel of its choice, but subject to the approval of the District, if Service Company reasonably believes that separate legal assistance is necessary in connection with the defense of any matter asserted by a third party, whether or not demand has been made against the Service Company. The District agrees to pay all reasonable attorneys' fees and related or ancillary expenses including costs incurred by the Service Company in the defense of any claim or cause of action covered by the terms of this Agreement.

5.6. Statements for attorney's fees and all legal expenses received by the Service Company in connection with any claim asserted by a third party shall be processed in the same manner as all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such statements.

5.7. All final, non-appealable judgments payable and enforceable against the Service Company for which the District is obligated to indemnify the Service Company shall be processed and satisfied by the District in the same manner as all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such judgments.

5.8. 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.

5.9. 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 Nature.

5.10. 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.

5.11. 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.

5.12. The Service Company agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including reasonable attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out to the extent arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Service Company. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District is

entitled and shall continue after the Service Company has ceased to be engaged under this Agreement.

6) INSURANCE

6.1. Throughout the term of this Agreement, 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. Comprehensive Automobile Liability Insurance for all vehicles used by the Service Company's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).

6.1.6. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

6.2. The District shall maintain in force a 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. Additionally, the District shall maintain property and general liability insurance with appropriate coverage.

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 AAA.mediation.org for names of local qualified mediators for the parties to select. 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 If the parties are unable to resolve any disputes in accordance with the Section above, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration District or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Agreement. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. Any mediation or arbitration shall be held in a mutually agreeable location within the County in which the District is located.

7.3 ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CLAIMING PARTY KNEW OR SHOULD HAVE REASONABLY KNOWN OF SAID CLAIM. INVOICES ALREADY PAID CANNOT BE DISPUTED FOR ANY REASON BEYOND THE DATE OF THE NEXT BOARD MEETING.

7.4 Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees as ordered

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, or either party to perform any obligation under this Agreement (except for payment obligations) 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 Service Company will be the public records custodian for the District. In connection with its services to District, the Service Company 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 Service Company 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 Service Company 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 Service Company 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 Service Company 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 Service Company does not transfer the records to the District.

9.1.4 Upon completion of this Agreement, the Service Company shall transfer, at no cost, to the District all public records in possession of the Service Company consistent with Florida law. All records stored electronically by the Service Company 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 Florida Records Retention Act and destroy all records in accordance with the requirements of the law.

9.1.7 Failure of the Service Company to comply with Section 119.0701, Florida Statutes may subject the Service Company to penalties under Section 119.10, Florida Statutes. Further, in the event the Service Company 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 SERVICE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,

FLORIDA STATUTES, TO THE SERVICE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, SERVICE COMPANY SHALL CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO C/O INFRAMARK, LLC, TELEPHONE: (954)603-0033 ,

MAILING ADDRESS:

210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

EMAIL: Recordsrequest@inframark.com

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. Service Company and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Service Company agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that Service Company has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate the Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Service Company and order Service Company to immediately terminate the contract with the subcontractor.

10.10. 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 solicit 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; provided however, this Section 10.10 will not apply to anyone who was employed by the District and hired by the Service Company to perform the Services.

10.11. 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 is made pursuant to the operation of law. When written consent of a party is required for any assignment of this Agreement, such consent shall not be unreasonably withheld.

10.12. 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.

10.13. 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 the following with a copy by e-mail as well: To Service Company:

Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
ATTN: Chris Tarase, Vice President
[E-mail: chris.tarase@inframark.com](mailto:chris.tarase@inframark.com)

With a copy to:

Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
ATTN: Legal Department
[E-mail: Michael.alpago@inframark.com](mailto:Michael.alpago@inframark.com)

To District:

Heritage Oak Park Community Development
District
Attn: Chair, Paul Falduto
E-mail only: hop5@outlook.com
Copy to:

Attn: Andrew Cohen, District Counsel
Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240
E-mail:
acohen@flgovlaw.com

10.14. All records compiled by Service Company with information and material gathered when performing this Agreement are the property of District. All such records shall be provided by Service Company to the District within twenty (20) days of District's request for such records.

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

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

INFRAMARK, LLC

DocuSigned by:
Chris Tarase
41808B12D02B415...

By: Chris Tarase
Title: Vice President – Management Services
Date 8/25/2024

**HERITAGE OAK PARK
COMMUNITY DEVELOPMENT
DISTRICT**



Printed Name: Paul Falduto
Title: Chair
Date: 8/25/2024

Schedule A
Scope of Services
SCOPE OF SERVICES

A. Management Services

- Attend up to twelve Meetings of the **DISTRICT** Board of Supervisors and provide meaningful dialogue on the issues before the **DISTRICT** Board of Supervisors for action.
- Identification of significant policies, including analysis of policy implementation with administrative and financial impact statement and effect on the **DISTRICT**.
- Preparation of **DISTRICT'**s budget as more fully outlined in this proposal.
- Implementation of budget directives.
- Preparation of Specifications and coordination for the following services:
 - Insurance, General Liability along with Director's and Officer's 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 Florida Statutes:
 - Annual Financial Audit
 - Annual Financial Report
 - Public Depositor Report
 - Proposed Budget
 - **DISTRICT** Map and Amendments (in conjunction with the **DISTRICT** Engineer)
 - Public Facilities Report (in conjunction with the **DISTRICT** Engineer)
 - Registered Agent and Registered Office
 - Regular Public Meeting Schedule (The reporting requirements of the **DISTRICT** periodically change, and **MANAGER** will ensure that we update reporting requirements as set forth in Chapter 190 of the Florida Statutes.
- Record all meetings of the **DISTRICT**.
- Provide Oath of Office and Notary Public for all newly elected members of the **DISTRICT** Board of Supervisors.
- 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 Inframark personnel may not possess. **MANAGER** personnel are available to provide project management work for which it is qualified at an additional fee to be negotiated at the time of the project inception.
- Provide day-to-day management of in-house operations which includes a full time Project Manager, a full-time maintenance professional (40 hours a week) and a part Event Coordinator.
Performing the following duties and responsibilities:
 - Hire and maintain a highly qualified staff.

A- FINANCIAL ACCOUNTING SERVICES

- Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner.
- Prepare and implement operating schedules.
- Prepare and implement operating policies.
- Interface with Residents to ensure anticipated levels of service are being met.
- Implement internal purchasing policies.
- Prepare and bid services and commodities, as necessary.
- Coordinate with the **DISTRICT** residents to determine the services and levels of service to be provided as part of the **DISTRICT's** budget preparations.
- Oversee the daily operations of the maintenance personnel and Event Coordinator.
- Provide research on qualified vendors, obtain quotes for services as directed by the Board of Supervisors and District Manager.
- Work with the District Manager to follow up on all District priorities.
- Provide daily maintenance services as required, given that the work to be performed does not require a professional license and/or certification. Assist in overseeing the work of vendors hired to complete work for the District.
- Develop community events that are geared toward providing the highest level of entertainment for the community at the most cost-effective pricing.
- Make certain that all planned events produce a positive financial result for the District. If it is determined that there are not sufficient attendees to make an event profitable, it should be cancelled.

B. Recording Services

- Prepare of all **DISTRICT** Board of Supervisor agendas and coordination of receipt of sufficient material for **DISTRICT** Board of Supervisors to make informed policy decisions.
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the **DISTRICT** is located.
- Record and transcribe meeting minutes for all meetings of the **DISTRICT** Board of Supervisors including regular meetings, special meetings, workshops, and public hearing(s).
- Maintain Minutes for the **DISTRICT** and send to the appropriate governmental agencies in accordance with Florida Law.
- Maintain **DISTRICT** Seal.

C. Financial Accounting Services

- Prepare a budget that achieves maximum cost-to-benefit equity for approval.
- Submit a preliminary budget to the **DISTRICT** Board of Supervisors in accordance with Chapter 190, Florida Statutes.
- Modify preliminary budget for consideration by the **DISTRICT** Board of Supervisors at the **DISTRICT's** advertised Public Hearing.
- Prepare budget and assessment resolutions as required by Chapter 190, Florida Statutes.
- Establish budget public hearing(s) and dates.
- Establish **DISTRICT** Board of Supervisors workshop dates (if required).
- Coordinate budget preparation with **DISTRICT** Board of Supervisors, Engineer, and Attorney.
- Prepare budget resolution approving the **DISTRICT** Manager's budget and authorization to set public hearing.
- Prepare budget resolution adopting the **DISTRICT** Managers budget, as modified by the **DISTRICT** Board of

Supervisors.

- Prepare agendas for budget hearings.
- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the public. The **MANAGER** will attend up to fourteen regular Board meetings, workshops, and other public hearings (annually) at no additional charge. For attendance at more than fourteen meetings a year see the supplemental fee schedule in Exhibit B. (meetings held on the same day will count as one meeting).
- Prepare and coordinate applications for:
 - Federal ID Number.
 - Tax Exemption Certificate
- 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).
- Prepare required investment policies and procedures pursuant to Chapter 218, Florida Statutes.
- Preparation of annual financial report for units of local government and distribution to the State Comptroller.
- Preparation of Public Depositor's Report and distribution to State Treasurer.
- Coordination and distribution of Annual Public Facilities Report and distribute to appropriate agencies.
- Administer purchase order system, periodic payment of invoices.
- Coordination of tax collection and miscellaneous receivables.
- Preparation of bid specifications for the purchase of services and commodities pursuant to Florida Statutes.
- Preparation of all required schedules for year-end audit.

D. Special Assessment Services

- Prepare assessment resolution levying the assessments on the property in the District and prepare assessment rolls.
- Prepare and maintain a property database by using information obtained by local Property Appraiser's secured roll.
- Review and compare information received from the Property Appraiser to prior years' rolls, to ensure that the DISTRICT rolls follow the law, and that MANAGER has obtained all the pertinent information to prepare accurate assessments.
- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal.
- Function as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. Provide pay off information upon request to property owner.
- 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.
- Function as primary contact to answer property owners' questions regarding the Capital Assessment.

**Schedule B
Rate Schedule**

I. ANNUAL BASE FEE

The Annual Base Fee shall be \$260,182 (\$21,681.83 per month) and as of October 1, 2024 the base fee will increase to \$287,894 (\$23,991.16 per month). Base fee includes District Management, Amenity Center Services, Field Services and Accounting, Recording, Assessments and Disclosure filing.

II. MISCELLANEOUS SCHEDULE OF CHARGES

Special Meetings - Beyond those defined in the negotiated agreement	\$125.00 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	\$0.03per additional page
Labels	\$0.07each
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 - incudes court appearances, performance oi tasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	\$125.00 per hour
File Storage - Records preceding those included in base fee (current year records plus two years previous) (Any boxes may be transfered to the District upon the request of the District)	\$15.00 per box per month
Notary service	Included
Estoppel letters for Sellers of Property-the Service Company will charge the seller directly	Per market rates