

**MINUTES OF MEETING
MEADOW POINTE II
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Meadow Pointe II Community Development District was held Wednesday, November 6, 2019 at 6:30 p.m. at the Meadow Pointe II Clubhouse, located at 30051 County Line Road, Wesley Chapel, Florida.

Present and constituting a quorum were:

| | |
|----------------|---------------------|
| Michael Cline | Chairman |
| John Picarelli | Vice Chairman |
| Dana Sanchez | Assistant Secretary |
| Jamie Childers | Assistant Secretary |
| James Bovis | Assistant Secretary |

Also present were:

| | |
|--------------------|--------------------------------|
| Robert Nanni | District Manager |
| Andrew Cohen | District Counsel |
| Brad Foran | District Engineer |
| Sheila Diaz | Operations Manager |
| Christine Masters | ARC/DRC |
| Lieutenant Cobb | Law Enforcement Representative |
| Diana Cline | Residents Council |
| Ted Saul | Campus Suite (Via Telephone) |
| Steve Williams | Campus Suite (Via Telephone) |
| Numerous Residents | |

The following is a summary of the discussions and actions taken at the November 6, 2019 Meadow Pointe II Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Mr. Cline called the meeting to order.

Call to Order

SECOND ORDER OF BUSINESS

Supervisors and staff introduced themselves, and a quorum was established.

Roll Call

THIRD ORDER OF BUSINESS

Pledge of Allegiance/Moment of Silence for our Fallen Service Members and First Responders

The Pledge of Allegiance was recited; a moment of silence was observed.

FOURTH ORDER OF BUSINESS

Additions or Corrections to the Agenda

No additions or corrections were requested to the Agenda.

FIFTH ORDER OF BUSINESS

Audience Comments (Comments will be limited to three minutes.)

Residents commented on the following items:

- Tree trimming on CDD property.
- A utilization plan for CDD property.
- Maintenance of a canal at the back of a property. The CDD maintains them. Ms. Diaz will ensure the canal is maintained.

SIXTH ORDER OF BUSINESS

Non-Staff Reports

A. Law Enforcement

- There were approximately 176 traffic stops during 124 hours of work.
- There were over 200 violations, a majority of which are related to traffic incidents.
- These issues continue at peak hours.
- More marked patrol vehicles will be added to enforce traffic.
- A new detective has replaced Detective Roberts, who relocated.

B. Residents Council

- The Halloween event was successful. It was rained out on Saturday, and held on Sunday. Ms. Sanchez thanked everyone for volunteering.
- The holiday event will be held on Sunday, December 15, 2019.

C. Government Liaison

There being no report, the next order of business followed.

SEVENTH ORDER OF BUSINESS

Consent Agenda

A. Deed Restrictions/DRVC

Mr. Cline stated each Board member received a copy of the Consent Agenda, comprised of the Deed Restrictions/DRVC, and requested any additions, corrections or deletions.

There being none,

On MOTION by Ms. Sanchez, seconded by Mr. Bovis, with all in favor, the Consent Agenda, comprised of the Deed Restrictions/DRVC, was approved.

EIGHTH ORDER OF BUSINESS

Reports

C. Architectural Review

| <u>Case #</u> | <u>Village</u> | <u>Address</u> | <u>Request</u> | <u>Recommendation</u> |
|---------------|----------------|-----------------|-----------------|-----------------------|
| 2019-154 | Colehaven | 30407 Colehaven | Replace Windows | Approved |
| 2019-155 | Colehaven | 30447 Treyburn | New Roof | Approved |
| 2019-156 | Iverson | 30723 Burleigh | New Roof | Approved |
| 2019-157 | Wrencrest | 30834 Wooley | New Roof | Approved |

On MOTION by Mr. Picarelli, seconded by Ms. Childers, with all in favor, the Architectural Review Report was approved as presented.

A. District Engineer

i. Discussion of Tree Removal RFP

B. District Attorney

i. Discussion of Tree Removal RFP

- Mr. Picarelli is concerned with the scope of work in which the contractor is responsible for repairs. It needs to be more specific. The sprinklers will be damaged.
- Outside subcontractors may be used, but they should shadow the contractors. Mr. Foran suggested giving the contractor a timeframe for making any repairs.
- Mr. Cline commented the number of trees to be removed should match what is in the bond.
- Mr. Cohen commented funds may not be moved from one Village to another Village because of the way the Methodology was prepared.
- Additional trees can be paid for separately. They cannot be paid for with bond funds if there are zero trees to be removed, as set in Charlesworth. The funds will have to come from Reserves.

B. District Attorney (Continued)
ii. Discussion of Campus Suite Proposal

The record shall reflect Mr. Ted Saul and Mr. Steve Williams of Campus Suite joined the meeting via telephone.

- Mr. David Jackson prepared a contract.
- Campus Suite will take contents of the current site and migrate them to their platform.
- The CDD still owns the content or domain name, and is able to provide it to a new company, if it so desires.
- The website will meet all federal requirements for the ADA.
- There is no cost for training.
- Everything needed to run the website is provided by Campus Suite. There are no hidden fees.
- The log-in is password-protected.
- Campus Suite will come close to matching the current website.
- There is an off-site server available in the event of an outage.

The record shall reflect Mr. Saul and Mr. Williams exited the meeting via telephone.

NINTH ORDER OF BUSINESS

Approval/Disapproval/Discussion

B. Approval or Disapproval of Campus Suite Proposal

Ms. Sanchez MOVED to accept the proposal from Campus Suite for the CDD’s website to be ADA-compliant, and authorize the Chairman to execute said contract subject to staff approval.

- Work commencement date will have to be filled in on the contract.

There being no further discussion,

On VOICE vote, with all in favor, the prior motion was approved.

EIGHTH ORDER OF BUSINESS

Reports (Continued)

- A. District Engineer (Continued)**
 - i. Discussion of Tree Removal RFP (Continued)**
- B. District Attorney (Continued)**
 - i. Discussion of Tree Removal RFP (Continued)**
 - Only the amount allocated to a Village may be used for the bond.
 - Liability is the responsibility of the contractor.
 - Sod will be included.
 - Documents should be dated.
 - The number of trees for each Village was discussed.
 - Reserves may have to be used for the following communities, as there were no trees allocated for removal originally:
 - Charlesworth
 - Sedgwick
 - Wrencrest
 - Ms. Sanchez wants to ensure Reserves do not decrease too much.
 - The new RFP will be advertised by the engineer in the newspaper, as well as the previous outlets.

NINTH ORDER OF BUSINESS

Approval/Disapproval/Discussion (Continued)

- A. Approval or Disapproval of Tree Removal RFP**
 - The Board concurred to authorize Mr. Foran to proceed with the RFP.
 - The Board concurred there should be a mandatory pre-bid meeting.
 - Mr. Foran and Mr. Nanni believe two weeks should be enough time to respond to the RFP.
 - Project management was discussed.
 - Mr. Foran will charge \$120,000 for all three projects.

Ms. Sanchez MOVED to accept the proposal from Lighthouse Engineering – Mr. Brad Foran, to perform Project Management Services in the amount of \$120,000 for the trees, roads and gates; and Mr. Picarelli seconded the motion.

- Mr. Cline introduced a *friendly amendment*.

Mr. Cline MOVED to amend the prior motion and add a stipulation regarding timeframe expectations for the Project Manager to be on site for each project.

- When the asphalt is being laid, Mr. Foran should be on site.
- When the trees are done, he should ensure they are removed at 18 inches, and that the specified trees are being planted.
- Mr. Foran should ensure the appropriate hardware is being used to install the gates, and that everything is rust-proof.
- The amount of \$120,000 will come from the bonds for each project.
- Mr. Foran requested the distribution of \$120,000 can be a percentage of what each community's funds are. The Board concurred.

There being no further discussion,

On VOICE vote, with all in favor, the prior motion was accepted as amended.

EIGHTH ORDER OF BUSINESS

Reports (Continued)

B. District Attorney (Continued)

- Mr. Cohen prepared the contract for the roads and the gate. He is awaiting comments from the Board.
 - Performance and payment bonds are not necessary, according to Mr. Foran.
 - Dates and payment terms are still outstanding.
 - Mr. Foran indicated in the past, the payment for performance is based on completion of the project. A retainage will be held once everything is done completely. Mr. Foran will assist Mr. Cohen with the payment and timing schedule.
 - The road project likely will not commence until after the beginning of the year.
 - The contractor may proceed with the gates. Mr. Cohen will finalize the contracts.

EIGHTH ORDER OF BUSINESS

Reports (Continued)

D. Operations Manager

- Ms. Sanchez commented the Joint Use Agreement with Meadow Pointe III needs to be resolved before speed bumps are addressed.

Ms. Sanchez MOVED not to renew the Joint Use Agreement with Meadow Pointe III, which is due to expire February 6, 2020.

- This item is on the workshop agenda for discussion, but the Board decided it should be addressed now.

Mr. Picarelli SECONDED the prior motion.

- This is not a financially sound agreement.
- Mr. Cohen stated for the record that CDD roads are public anyway.
- Mr. Cline indicated there was not a majority vote from residents whether the road should be closed.
- Each District has access to the roads.

On VOICE vote, with all in favor, the Joint Use Agreement with Meadow Pointe III, due to expire February 6, 2020, shall not be renewed.

- Mr. Cohen will make the Meadow Pointe III attorney aware of the Board's decision.
- Mr. Cline requested a registered letter also be sent to the Meadow Pointe III CDD and management company. Mr. Cohen will do so.
- The gate controller will be removed as of February 6, 2020. This will be included in the letter.
- Speed bumps were discussed.
 - Emergency management should be notified if the District decides to install them.
 - The Fire Marshal has control in this regard for Pasco County, and Mr. Nanni is waiting to hear from him.

- Mr. Foran indicated there are many different types of speed bumps.

The record shall reflect Mr. Foran exited the meeting.

B. District Attorney

- Mr. Cline inquired about soliciting business on CDD property. A former tennis instructor who no longer resides in the District is trying to solicit his business. A resident brought him in.
 - He claims to be doing a favor for a friend, so solicitation is difficult to prove.
 - Mr. Cohen indicated the Board can make a determination not to allow outside instructors, even if it is only a suspicion.
 - He is free to appeal the Board's decision.

The record shall reflect Mr. Nanni and Mr. Cohen exited the meeting.

D. Operations Manager (Continued)

Ms. Diaz presented her report for discussion; a copy of which is attached hereto and made part of the public record.

- Ms. Diaz is requesting approval for a UPS pod agreement.

On MOTION by Ms. Childers, seconded by Mr. Picarelli, with all in favor, use of UPS pods on CDD property was approved.

- Security cameras were discussed. The installer recommends having Internet access on each unit.
 - It may take the staff member several hours to look at all of the cameras three times per week. There will be 102 cameras.
 - Any issues may be repaired remotely when there is Internet access.
 - The price is approximately \$7,000 per year.
 - The contractor will not charge the District the up-front cost, which includes Internet installation.
 - The CDD would have to pay the monthly fee of approximately \$500, as well as the fee for a monitor.
 - The cost is allocated to each Village, making it a minimal cost.
 - Mr. Picarelli would like a breakdown of the current monthly cost without Internet versus the cost for Internet.

Ms. Sanchez MOVED to approve an amount not to exceed \$7,500 per year for Internet services to monitor the cameras at the gates; and Mr. Picarelli seconded the motion.

- Mr. Cline introduced a *friendly amendment*.

Mr. Cline MOVED to amend the prior motion that costs be shared proportionately by each Village.

- Deer Run and Morningside do not have excess funds for this item.
- A line item will have to be included for all of the Villages.
- Ms. Childers, Mr. Picarelli and Mr. Bovis would like to see a cost breakdown.

There being no further discussion,

On VOICE vote with Mr. Cline, Mr. Picarelli, Ms. Sanchez and Mr. Bovis voting aye, and Ms. Childers voting nay, the prior motion was approved as amended and discussed.

TENTH ORDER OF BUSINESS

Supervisor Comments

Hearing no comments from Supervisors, the next order of business followed.

ELEVENTH ORDER OF BUSINESS

Adjourn the Regular Meeting and Proceed to a Workshop

There being no further business,

On MOTION by Ms. Sanchez, seconded by Mr. Picarelli, with all in favor, the meeting was adjourned at approximately 8:53 p.m., and the Board proceeded to a Workshop.


Michael Cline
Chairman

Meadow Pointe II Community Development District

Board of Supervisors
Michael Cline, Chairman
John Picarelli, Vice Chairman
Dana Sanchez, Assistant Secretary
Jamie Childers, Assistant Secretary
James Bovis, Assistant Secretary

Robert Nanni, District Manager
Andrew Cohen, District Counsel
Brad Foran, District Engineer

Agenda

Wednesday, November 6, 2019 – 6:30 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance/Moment of Silence for our Fallen Service Members and First Responders**
4. **Additions or Corrections to the Agenda**
5. **Audience Comments (Comments will be limited to three minutes.)**
6. **Non-Staff Reports**
 - A. Law Enforcement
 - B. Residents Council
 - C. Government Liaison
7. **Consent Agenda**
 - A. Deed Restrictions/DRVC
8. **Reports**
 - A. District Engineer
 - i. Discussion of Tree Removal RFP
 - B. District Attorney
 - i. Discussion of Tree Removal RFP
 - ii. Discussion of Campus Suite Proposal
 - C. Architectural Review
 - D. Operations Manager
9. **Approval/Disapproval/Discussion**
 - A. Approval or Disapproval of Tree Removal RFP
 - B. Approval or Disapproval of Campus Suite Proposal
10. **Supervisor Comments**
11. **Adjourn the Regular Meeting and Proceed to a Workshop**

Board Workshop

Agenda Items for Board Discussion

(No Motions/Votes Accepted. Board Discussions Only)

1. **Call to Order**
2. **Items for Discussion**
 - A. Report on OLM Suggestions for Plants on County Line Road (Tree-Removed Areas)
 - B. Wrencrest Closure
 - C. Clubhouse Hours During Holidays
 - D. Vendors Using Facilities
3. **Audience Comments (Comments will be limited to three minutes.)**
4. **Adjournment**

The next meeting is scheduled for Wednesday, November 20, 2019 at 6:30 p.m.

Inframark

2654 Cypress Ridge Boulevard, Suite 101
Wesley Chapel, Florida 33544
(813) 991-1109

Meadow Pointe II Clubhouse

30051 County Line Road
Wesley Chapel, Florida 33543
(813) 991-5016

Tampa Bay Times

Published Daily

STATE OF FLORIDA
COUNTY OF Pasco

} ss

before the undersigned authority personally appeared **Deirdre Almeida** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: 2020 Meetings** was published in **Tampa Bay Times: 9/18/19** in said newspaper in the issues of **Baylink Pasco**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Notice of Meetings Fiscal Year 2020 Meadow Pointe II Community Development District

The Board of Supervisors of the Meadow Pointe II Community Development District will hold their meetings for Fiscal Year 2020 in the Meadow Pointe II Clubhouse; 30051 County Line Road; Wesley Chapel, Florida 33543 at 6:30 p.m. on the first and third Wednesday of each month, with the exception as noted below:

- | | |
|---|--------------------|
| October 2, 2019 | April 1, 2020 |
| October 16, 2019 | April 15, 2020 |
| November 6, 2019 | May 6, 2020 |
| November 20, 2019 | May 20, 2020 |
| December 4, 2019 | June 3, 2020 |
| December 18, 2019 | June 17, 2020 |
| January 2, 2020 (First Thursday Due to Holiday) | July 1, 2020 |
| January 15, 2020 | July 15, 2020 |
| February 5, 2020 | August 5, 2020 |
| February 19, 2020 | August 19, 2020 |
| March 4, 2020 | September 2, 2020 |
| March 18, 2020 | September 16, 2020 |

The first meeting of the month will be followed by a Workshop.

The Deed Restriction Violation Committee (DRVC) Meetings are also scheduled for Fiscal Year 2020 and will meet on the following Mondays (except where noted) at 7:00 p.m. in the Meadow Pointe II Clubhouse; 30051 County Line Road; Wesley Chapel, Florida 33543:

- | | |
|-------------------|-----------------------------|
| October 7, 2019 | April 6, 2020 |
| October 21, 2019 | April 20, 2020 |
| November 4, 2019 | May 4, 2020 |
| November 18, 2019 | May 18, 2020 |
| December 2, 2019 | June 1, 2020 |
| December 16, 2019 | June 15, 2020 |
| January 6, 2020 | July 6, 2020 |
| January 20, 2020 | July 20, 2020 |
| February 3, 2020 | August 3, 2020 |
| February 17, 2020 | August 17, 2020 |
| March 2, 2020 | September 8, 2020 (Tuesday) |
| March 16, 2020 | September 21, 2020 |

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time and location to be specified on the record at the meetings.

There may be occasions when one or more Supervisors will participate via telephone. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at these meetings and workshops because of a disability or physical impairment should contact the District Management Company, Inframark at 954-603-0033 at least two (2) calendar days prior to the meetings and workshops. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8771 (TTY)/(800) 955-8770 (Voice) for aid in contacting the District Management Company.

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

Robert Nanni
District Manager

September 18, 2019

000014165

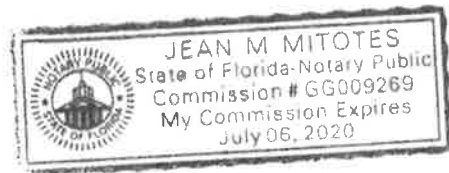
Signature Affiant

Sworn to and subscribed before me this 09/18/2019

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____



| Case # | Village | St. # | Street Name | Violation | DR # | Notes |
|----------|-------------|-------|-------------------|--|----------------------------|--|
| 2019-245 | Morningside | 29721 | Bright Ray Place | Vehicles may not park on the lawn | 6 | |
| 2019-246 | Morningside | 30006 | Morningmist Drive | Vehicles may not park on the lawn | 6 | |
| 2019-247 | Wrencrest | 1944 | Blanchard Court | Garbage pails may not be stored in sight of the street Mailbox post needs to be painted using MP II colors | 10 18 | |
| 2019-248 | Wrencrest | 30936 | Burleigh Drive | Trailers may not be stored on the driveway. Trailer may be stored in garage if it fits. | 17 | |
| 2019-249 | Morningside | 29617 | Fog Hollow Drive | Please trim landscaping | 14 | |
| 2019-250 | Morningside | 29609 | Fog Hollow Drive | Overgrow tree branch | N/A | spoke to resident and he gladly cut it |
| 2019-251 | Morningside | 29625 | Bright Ray Place | Please treat grass to restore lawn Please paint post using MP II colors | 14 18 | |
| 2019-252 | Colehaven | 30508 | Treyburn Loop | Driveway needs to be cleaned and nay stains present removed Please remove dirt/mold from mailbox. Please paint mailbox post using MP II colors | 16 20 | driveway installed when home was built. I have the photo from property appraiser |
| 2019-253 | Wrencrest | 30834 | Wooley Court | Garbage pails may not be stored in sight of the street Please remove dirt/mold from home Driveway needs to be cleaned and any stains present removed Please remove weeds from planting beds and trim palm tree fronds. Please remove dirt/mold from mailbox. Replace missing red flag. | 10 14 14 14 18 | |

| Case # | Village | St. # | Street Name | Violation | DR # | Notes |
|----------|-----------|-------|-----------------|---------------------------------------|------|--|
| 2019-254 | Wrencrest | 30501 | Wrencrest Drive | Cut and edge grass. Trim landscaping. | 14 | Property Lien filed for dirt on home and driveway. |

DRVC Meeting 10-21-2019

Members gathered in the library at 7:06pm

Attendance:

DRVC Members

Arlene Formanski
James Miller

Lawrence Jiminez
Carol Boles

Staff

Christine Masters

ARC/DRC Coordinator

Residents

1. 2019-120

Wrencrest

30634 Tremont Drive

DR Violation

#18: Please paint your mailbox post using MP II colors

1st letter: 6/06/2019

2nd letter: 8/26/2019

Presentation completed. Discussion ensued.

Decision:

#18: Resolved

2. 2019-132

Wrencrest

30543 Wrencrest Drive

DR Violation

#14: Driveway needs to be cleaned and any stains present removed

#14: F=Remove dirt/mold from fence

1st letter: 6/06/2019

2nd letter: 7/22/2019

Presentation completed. Discussion ensued.

Decision:

#14: Fined \$25 per day

#14: Fined \$25 per day

3. 2019-155

Deer Run

29452 Allegro Drive

DR Violation

#10: Garbage pails may not be stored in sight of the street or neighboring property

#14: Driveway needs to be cleaned and any stains present removed

#18: Mailbox post needs to be painted using MP II colors

1st letter: 7/04/2019

2nd letter: 8/26/2019

Presentation completed. Discussion ensued.

Decision:

- #10: Resolved
- #14: Resolved
- #18: Resolved

4. 2019-156 Wrencrest 30506 Wrencrest Drive

DR Violation

- #10: Garbage pails may not be stored in sight of the street
- #14: Remove weeds/grass from the flower beds

1st letter: 7/04/2019 2nd letter: 8/26/2019

Presentation completed. Discussion ensued.

Decision:

- #10: Resolved
- #14: Resolved

5. 2019-157 Deer Run 29504 Allegro Drive

DR Violation

- #18: Please paint mailbox post using MP II colors

1st letter: 7/04/2019 2nd letter: 8/26/2019

Presentation completed. Discussion ensued.

Decision:

- #18: Resolved

6. 2019-158 Wrencrest 30502 Wrencrest Drive

DR Violation

- #14: Remove the 2 stumps from the front lawn
- #14: Driveway needs to be cleaned and any stains present removed
- #18: Remove dirt/mold from mailbox

1st letter: 7/04/2019 2nd letter: 8/26/2019

Presentation completed. Discussion ensued.

Decision:

- #14: Resolved
- #14: Resolved

#18: Resolved

7. 2019-181

Wrencrest

30522 Wrencrest Drive

DR Violation

#14: Trim dead palm tree fronds

1st letter: 8/09/2019 2nd letter: 9/20/2019

Presentation completed. Discussion ensued.

Decision:

#14: Rescheduled because photo taken of palm was not clear enough to make a decision

8. 2019-183

Iverson

30817 Luhman Court

DR Violation

#14: Remove plastic containers in bushes, barbecue and discarded items in the walkway area of the home.

#14: Driveway needs to be cleaned and any stains present removed. Remove grass/weeds from the expansion joints of the driveway.

#14: Cut/edge grass. Trim all landscaping. Fully remove dead tree/bush. Remove stump in grass. Treat weeds (in excess of 25%) to restore lawn.

#18: Paint mailbox post using MP II colors. Replace numbers using black or bronze. If current numbers are bronze and you would like to keep them please remove dirt/paint/tarnish to restore to original condition. Remove dirt/mold from mailbox

1st letter: 8/09/2019 2nd letter: 9/20/2019

Presentation completed. Discussion ensued.

Decision:

#14: Fined \$25 per day

#14: Fined \$25 per day

#14: Fined \$25 per day

#18: Fined \$25 per day

9. 2019-187

Deer Run

1447 Stetson Drive

DR Violation

#14: Driveway needs to be cleaned and nay stains present removed.

#18: Mailbox trim needs to be painted using MP II color

1st letter: 8/09/2019 2nd letter: 9/20/2019

Presentation completed. Discussion ensued.

Decision:

#14: Resolved
#18: Resolved

12. 2019-188

Deer Run

1448 Stetson Drive

DR Violation

#18: Please remove peeling paint from mailbox post and repaint using MP II colors

1st letter: 8/09/2019 2nd letter: 9/20/2019

Presentation completed. Discussion ensued.

Decision:

#18: Fined \$25 per day

13. 2019-190

Deer Run

1510 Stetson Drive

DR Violation

#14: Driveway/walkway needs to be cleaned and nay stains present removed

#18: Please paint mailbox post using MP II colors

1st letter: 8/09/2019 2nd letter: 9/20/2019

Presentation completed. Discussion ensued.

Decision:

#14: Resolved

#18: Resolved

As of 11/6/2019

ARCHITECTURE REVIEW APPLICATIONS LOG

| DATE REV'D | CASE # | VILLAGE | ST. # | ST. NAME | TYPE OF REQUEST (Brief Description) | Scheme # | Primary | Trim | Door | Garage | ARC RECOMMENDATION | NOTES |
|------------|----------|-----------|-------|----------------|---|----------|---------|------|------|--------|--------------------|--|
| 10/31/2019 | 2019-154 | Colehaven | 30407 | Colehaven Ct | Resident would like to replace window on the East side of their home. They will be hurricane impact single hung windows in white. There will be no visible difference to what is currently installed on the home. | | | | | | | |
| 10/31/2019 | 2019-155 | Colehaven | 30447 | Treyburn Loop | Resident would like to install a new roof using Owens Corning TruDefinition Designer shingles in the color Summer Harvest | | | | | | | Summer Harvest has been approved for installation in Colehaven Village |
| 11/4/2019 | 2019-156 | Iverson | 30723 | Burleigh Drive | Resident would like to install a new roof using Owens Corning Oakridge shingles in the color Brownwood | | | | | | | Brownwood has been approved for installation in Iverson |
| 11/4/2019 | 2019-157 | Wrencrest | 30834 | Wooley Court | Resident would like to install a new roof using Owens Corning Duration shingles in the color Brownwood | | | | | | | Brownwood has been approved for installation in Wrencrest |

Re: Fw: MP II Conference call 11-6-19

Ted Saul <ted@campussuite.com>

Tue 10/29/2019 2:47 PM

To: Sheila Diaz <sheila.diaz@mpiicdd.org>

Cc: Bob Nanni <bob.nanni@inframark.com>

 1 attachments (13 KB)

image001.png;

Hello!

We can provide training and support.

You do not need to purchase any software.

Ted

On Tue, Oct 29, 2019, 2:36 PM Sheila Diaz <sheila.diaz@mpiicdd.org> wrote:
Additional questions from Board Chair,

Will you be providing on site training or just telephone support.

Will the District need to purchase software or will Campus Suites supply it?

Thank you,

Sheila Diaz
Operations Manager
Meadow Pointe II CDD
sheila.diaz@mpiicdd.org
813-991-5016

Electronic Mail Notice: As an employee of a public entity, pursuant to applicable Florida law, certain e-mails directed to this address may be public records. Therefore, please be advised that your e-mail content and/or address may be subject to disclosure in response to a public records request.

From: Ted Saul <ted@campussuite.com>
Sent: Thursday, October 24, 2019 8:09 AM
To: Sheila Diaz <sheila.diaz@mpiicdd.org>
Cc: Mike Cline <mikecline@mpiicdd.org>
Subject: Re: MP II Conference call 11-6-19

I missed these questions:

Will there be an area on the site for residence Council any additional cost? I am not sure what residence council is. If it just a place for information, then you can have that at no additional investment. You'll have unlimited space if you need to add pages for additional district info at a later date.

Will we be able to put pictures on the site? Absolutely. At now additional investment. Again, you have unlimited space to continue building out the site if you'd like.

Can our current site be used and converted? We migrate as much content as you like from your current site over to our site/platform. We host through Amazon Web Services for best in class security and maximum uptime with remote zone failovers in case any of their servers are knocked out--meaning another one of their servers pick up where the other one left off.

What do they recommend we put on the site as minimum? We are starting all site with the minimum information required by the state like board agendas and accessibility requirements set forth by the Office of Civil Rights. If you want any additional information or personal touches (colors, logos, fonts, photos etc...) added, you'll need to let us know as we are building the site. OR you can add any new content at ANY time on an on-going basis after the site is launched (at no additional investment). Our support team can teach you or you can submit a ticket for us to help you out.

Thanks!

Ted

On Wed, Oct 23, 2019 at 10:28 AM Sheila Diaz <sheila.diaz@mpicdd.org> wrote:

Ted,

The Chair is requesting both of you listen in on the call.

Questions from Mr Cline:

Who owns the domain name?

Will it change when Campus Suites takes over?

If/when the partnership with Campus Suites ends, does all the information on website remain with the District, including the design of the website?

Thank you,

Sheila Diaz
Operations Manager
Meadow Pointe II CDD
sheila.diaz@mpicdd.org
813-991-5016

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From: Sheila Diaz <sheila.diaz@mpicdd.org>

Sent: Tuesday, October 22, 2019 2:54 PM

To: Ted Saul <ted@campussuite.com>

Cc: Nanni, Bob (Bob.Nanni@inframark.com) <bob.nanni@inframark.com>

Subject: Fw: MP II Conference call 11-6-19

Ted

I forwarded your email exchange with Bob Nanni onto our CDD Supervisors in the hopes of getting some feedback prior to the CDD meeting on 11.6.19

I will forward you any responses I receive.

The conference call in number is: 813 991-5016.

Thank you,

Sheila Diaz
Operations Manager
Meadow Pointe II CDD
sheila.diaz@mpicdd.org
813-991-5016

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From: Sheila Diaz <sheila.diaz@mpicdd.org>

Sent: Tuesday, October 22, 2019 2:50 PM

To: Mike Cline <mikecline@mpicdd.org>; Jim Bovis <jim.bovis@mpicdd.org>; Jamie Childers <jchilders@mpicdd.org>; John Picarelli <johnpicarelli@mpicdd.org>; Dana Sanchez <danasanchez@mpicdd.org>

Cc: Nanni, Bob (Bob.Nanni@inframark.com) <bob.nanni@inframark.com>; David Jackson - Persson, Cohen & Mooney <djackson@swflgovlaw.com>; Andy Cohen - Persson & Cohen <acohen@swflgovlaw.com>

Subject: Fw: MP II Conference call 11-6-19

Supervisors,

Ted Saul, Campus Suites, will be calling into the cdd mtg on 11/6 to answer any questions the Board has regarding website ADA compliance as well as to discuss their services,

Mr Saul can answer general and contractual questions, but would need to have someone else from his team on the call if more technical questions are asked. So, it would be helpful if we could provide questions ahead of the meeting.

Please email your questions to me so I may forward them on to Mr Saul,

Thank you,

Sheila Diaz
Operations Manager
Meadow Pointe II CDD
sheila.diaz@mpicdd.org
813-991-5016

Agenda Page #105

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From: Nanni, Bob <bob.nanni@inframark.com>
Sent: Tuesday, October 22, 2019 2:28 PM
To: Ted Saul <ted@campussuite.com>
Cc: Sheila Diaz <sheila.diaz@mpicdd.org>
Subject: RE: MP II Conference call 11-6-19

Ted, there may be technical questions like what happens to the website ownership if CS goes away?

Possibly questions about anything that the Board feels is CDD business if CS leaves the business?
Sheila if you have any questions please send to Ted.

Also give Ted call in number.

Thanks all,
Bob

From: Ted Saul <ted@campussuite.com>
Sent: Tuesday, October 22, 2019 2:08 PM
To: Nanni, Bob <bob.nanni@inframark.com>
Subject: Re: MP II Conference call 11-6-19

That shouldn't be an issue. Do you know what kind of questions will be asked? I can handle contractual and general questions about the process and such. If they are needing technical questions answered, I can bring someone else in on the call.

Thanks,

Ted

On Tue, Oct 22, 2019 at 2:04 PM Nanni, Bob <bob.nanni@inframark.com> wrote:

Ted, can you and/or one of your folks call in to an MP II meeting of 11-6 at 6:45pm for a question and answer session about the contract, before they sign.
Please advise.

Bob

Bob Nanni | District Manager


 [cid:image001.png@01D36CF7.F1D13D20](#)

2654 Cypress Ridge Blvd., Suite 101 | Wesley Chapel, FL 33544

Fw: MP II Website agreement review**Sheila Diaz**

Tue 10/29/2019 10:40 AM

To: Jim Bovis <jim.bovis@mpicdd.org>; Mike Cline <mikecline@mpicdd.org>; Jamie Childers <jchilders@mpicdd.org>; John Picarelli <johnpicarelli@mpicdd.org>; Dana Sanchez <danasanchez@mpicdd.org>

 2 attachments (211 KB)

DRAFT Agreement.Campus Suite.MPII.docx; CampusSuite.MPII.Exhibit A.pdf;

Please review Campus Suites agreement David Jackson, from Andy Cohen's office, drafted. As you know a rep from Campus Suites will be calling into the meeting next Wednesday.

Thank you,

Sheila Diaz

Operations Manager

Meadow Pointe II CDD

sheila.diaz@mpicdd.org

813-991-5016

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From: David Jackson <Djackson@swflgovlaw.com>

Sent: Tuesday, October 29, 2019 9:44 AM

To: Andrew Cohen <Acohen@swflgovlaw.com>; Sheila Diaz <sheila.diaz@mpicdd.org>; Nanni, Bob <bob.nanni@inframark.com>

Cc: Mike Cline <mikecline@mpicdd.org>

Subject: RE: MP II Website agreement review

Attached please find the draft contract with Campus Suite for Meadow Pointe II CDD. I also attached a proposed Exhibit A to the contract. This exhibit consists of pages from Campus Suite's proposal.

Please note, there are highlighted "blank" dates in Sections 2B and 3B - this is the date that Campus Suite will begin hosting, managing, maintaining, etc. the District's website. Perhaps this can be clarified during your call with Campus Suite, but regardless, it will need to be completed once this date is determined.

In addition, based on one of the questions raised below, I would point out that Section 4B of the contract addresses termination of the contract and specifies that upon any termination, Campus Suite shall "provide the District, or its designee, all domain names,

authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the service."

If you have any other questions or need anything further on this, please let us know.

Thank you,

R. David Jackson
Ph: (941) 244-5351

From: Andrew Cohen
Sent: Thursday, October 17, 2019 12:44 PM
To: Sheila Diaz <sheila.diaz@mpiicdd.org>; Nanni, Bob <bob.nanni@inframark.com>
Cc: Mike Cline <mikecline@mpiicdd.org>; David Jackson <Djackson@swflgovlaw.com>
Subject: RE: MP II Website agreement review

No problem!

Actually, I forgot to copy David 😊 I just did now.

Thank you,
Andy

Andrew H. Cohen

Andrew H. Cohen, Esq.
Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240
Ph: (941) 306-4730 | Fax: (941) 306-4832

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From: Sheila Diaz <sheila.diaz@mpiicdd.org>
Sent: Thursday, October 17, 2019 12:39 PM
To: Andrew Cohen <Acohen@swflgovlaw.com>; Nanni, Bob <bob.nanni@inframark.com>
Cc: Mike Cline <mikecline@mpiicdd.org>
Subject: Re: MP II Website agreement review

My mistake, I neglected to copy Bob in the email.

Thank you,

Sheila Diaz
Operations Manager
Meadow Pointe II CDD
sheila.diaz@mpiicdd.org
813-991-5016

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From: Andrew Cohen <Acohen@swflgovlaw.com>
Sent: Thursday, October 17, 2019 12:36 PM
To: Nanni, Bob <bob.nanni@inframark.com>
Cc: Sheila Diaz <sheila.diaz@mpiicdd.org>; Mike Cline <mikecline@mpiicdd.org>
Subject: RE: MP II Website agreement review

Bob:

As I e-mailed this AM, we would be glad to help. We have worked with Campus Suite in many of our CDDs. David Jackson is the point person from our office (he negotiated the contract with Campus for the other Districts) and I have copied him above. We will be mindful of the November deadline.

Thank you,
Andy

Andrew H. Cohen

Andrew H. Cohen, Esq.
Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240
Ph: (941) 306-4730 | Fax: (941) 306-4832

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From: Nanni, Bob <bob.nanni@inframark.com>
Sent: Thursday, October 17, 2019 12:11 PM
To: Andrew Cohen <Acohen@swflgovlaw.com>

Cc: Sheila Diaz <sheila.diaz@mpiicdd.org>; Nanni, Bob <bob.nanni@inframark.com>
Subject: MP II Website agreement review

Agenda Page #109

Andy, at last night's meeting the Board decided to have a conference call with Ted Saul or a representative from Campus Suites regarding their proposal for website management and ADA compliance, the price is good.

The board had a question about "ownership" of the website, that they think would be campus Suite, we talked to them about the website being theirs if Campus Suite walked away, but the question remained.

So there will be a conference call at the next meeting, November 6, and they would like your review and input on the agreement attached. I told them the company mentioned attorney they had worked with and I thought yours was one.

Anyway, there's a time limit due to the next meeting and asked you do the review.

Thanks,

Bob

Bob Nanni | District Manager



2654 Cypress Ridge Blvd., Suite 101 | Wesley Chapel, FL 33544
(O) 813.991.1116 x 1005 | (M) 813.493.8091 | www.inframarkims.com

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FW: MP II/Speed bumps/tables**Nanni, Bob** <bob.nanni@inframark.com>

Thu 10/24/2019 2:31 PM

To: Sheila Diaz <sheila.diaz@mpiicdd.org>; Mike Cline <mikecline@mpiicdd.org>

From Brad Foran, many types of speed bumps/tables to choose from.

Let's see what Pasco Fire EMS says first. Ill reach out to them, informally first.

Bob

From: Andrew Cohen <Acohen@swflgovlaw.com>**Sent:** Thursday, October 24, 2019 2:03 PM**To:** Nanni, Bob <bob.nanni@inframark.com>**Cc:** Mike Cline <mikecline@mpiicdd.org>; Sheila Diaz <sheila.diaz@mpiicdd.org>; Brad Foran <bforan@lighthouseenginc.com>**Subject:** RE: MP II/Speed bumps/tables

IF the CDD owns the roads in Wrencrest, then the CDD should have the authority (without contacting the County) to place speed control devices should the Board so choose. However, we should contact emergency/fire because they will want to weigh in as speed bumps slow response time for first responders. Depending upon the speed bump/hump/table etc... chosen, it can usually be worked out. Sometimes EMS doesn't object. Sometimes they do object but simply want us to use the speed humps that the fire trucks can straddle?

Hope that helps. Please let me know if I can assist further.

Thank you,
Andy

Andrew H. Cohen

Andrew H. Cohen, Esq.

Persson, Cohen & Mooney, P.A.

6853 Energy Court

Lakewood Ranch, FL 34240

Ph: (941) 306-4730 | Fax: (941) 306-4832

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From: Nanni, Bob <bob.nanni@inframark.com>**Sent:** Thursday, October 24, 2019 1:17 PM**To:** Andrew Cohen <Acohen@swflgovlaw.com>**Subject:** MP II/Speed bumps/tables

Hi Andy.

A quick question for when you are available.

Due to the amount of complaints from Wrencrest area about speeding, they are asking for speed bumps or some variation.

Do you think we need to contact the county for this? We, the CDD, are charged with maintenance of the roads and required to have insurance, so I'm not sure if permission for speed bumps are needed, what do you think?

Bob

Bob Nanni | District Manager



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WARNING: This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

FW: Request

Nanni, Bob <Bob.Nanni@inframark.com>

Wed 8/21/2019 4:47 PM

To: Slaughter, Mona <Mona.Slaughter@inframark.com>

Cc: Sheila Diaz <sheila.diaz@mpiicdd.org>; Rick Carroll <rcarrollcdd@gmail.com>; Frank Ingrassia <seat4@universityplacecdd.org>

Good afternoon everyone.

Please see the Campus Suites email and proposal below for website management and ADA remediation.

Mona, this will be for Hammocks in September.

Sheila, as a comparison the recent Complete IT proposal.

Rick, to help in the search for a website company.

Frank, heads up, very good cost for the new rules regarding ADA and website management in the proposal below.

When I emailed with the vendor he sent the Cypress Creek link (below) to expedite a response.

Any questions let me know.

Regards,

Bob

Bob Nanni | District Manager



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From: Ted Saul <ted@campussuite.com>

Sent: Thursday, August 08, 2019 4:50 PM

To: Nanni, Bob <Bob.Nanni@inframark.com>

Cc: Vivek K. Babbar <VBabbar@srvlegal.com>; Andy Cohen - Persson, Cohen & Mooney <acohen@swflgovlaw.com>

Subject: Re: Request

Thanks, Bob.

I have attached a proposal that shows the plan most of the CDDs we are working with are going with. It is essentially us remediating historical docs and moving over to our platform with an on-going PDF and website remediation solution. It is not a one-time fix, but rather an on-going solution we manage for you and your districts.

Inframark_Nanni.zip

Sample site: <http://cypress-creek-cdd.cypress-creek-cdd.campussuite.site/>

Here is a brief overview of how the proposal is broken down:

Pricing Page Overview:

For your district, the pricing is set up in 3 facets:

- 1. A one-time Implementation Fee for the on-boarding of the new website and initial remediation of 1,500 pages = \$1,512.30
- 2. The annual, on-going service for the hosting, maintenance and accessibility services of the website = \$615.00
- 3. The annual, on-going PDF accessibility service of up to 750 additional pages with dashboard access, reporting and 48-hour turnaround for fixes of board agendas = \$937.50

Payment schedule Clarification:

For your district, the payment schedule is broken down as follows:

- 1. For year one, there a one-time payment of \$1,512.30 for the Creation of Website described in the Statement of Work, remediation of initial PDFs and the Domain Fee that runs through October 1, 2020. This is essentially to get everything cleaned up and built to get up and running.
- 2. Additionally in year one, starting October 1, 2019 up until July of 2020, \$1,552.50 will be built for the on-going service.

*****Please note:**

- Payments for this subscription are to be provided prior to work commencing and within 15 days of receipt of invoice.
- Any additional PDF pages above and beyond the scope stated in the Statement of Work can be purchased in blocks of 100 pages at \$1.05 per page.

Lastly, [here is a slide deck](#) giving you an overview of us and this service. Feel free to share with your peers.

Thanks again for the consideration!

On Thu, Aug 8, 2019 at 3:44 PM Nanni, Bob <Bob.Nanni@inframark.com> wrote:

Hello Ted and thanks for the quick response.

My Community Development District (CDD's) use two attorney's as follows:

The Hammocks, Lexington Oaks & Waterchase all use attorney Vivek Babar, vbabbar@srvlegal.com

University Place & Meadow Pointe II use attorney Andy Cohen, acohen@swflgovlaw.com

If you get me the proposals next week it will be good.

I will also need to understand how you will want to handle board questions, do you have someone local around Tampa or how do you handle that, just in case.

Thank you,

Bob

Bob Nanni | District Manager



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From: Ted Saul <ted@innersync.com>
Sent: Thursday, August 08, 2019 3:28 PM
To: Nanni, Bob <Bob.Nanni@inframark.com>
Subject: Request

Good afternoon, Bob.

I saw your request come through. Those can all be set up with proposals by this afternoon or early tomorrow morning at the latest. Happy to help!

Would you mind providing me which law firm represents which district, please? A few of them are requiring specific language.

Thanks!

Ted Saul
Director - Digital Communications

Want to cut to the chase? You can schedule a call here --> [Ted's Calendar](#)

 <http://cdn2.hubspot.net/hubfs/296999/campus-suite-logo.png>

school communication cloud

direct: [317.914.5189](tel:317.914.5189)
website: www.campussuite.com
twitter: [@campussuitecms](https://twitter.com/campussuitecms)

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

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

MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Inframark Infrastructure Management Services, 2654 Cypress Ridge Boulevard, Suite 101, Wesley Chapel, FL 33544 (the "**District**"), and

INNERSYNC STUDIO, LTD., d/b/a CAMPUS SUITE, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 752 Dunwoodie Drive, Cincinnati, Ohio 45230 ("**Contractor**").

RECITALS

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

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

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

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

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

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

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

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

- x. provide data back-up and records retention measures as required by Florida law;
- xi. provide and/or allow display of an ADA compliant calendar, reservation request form, and newsletter, as applicable or necessary to the District;
- xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;
- xiii. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

B. MAINTENANCE. Starting _____, 2019, Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i. host, manage and maintain the Website;
- ii. remediate new documents, up to seven hundred fifty (750) pages per year; for any agenda packages, Contractor shall turn around the remediated version within two (2) business days; any updates or fixes needed to the agenda requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request;
- iii. remediate new documents identified by the District to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request;
- iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;
- v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage

system and regularly backing up new content as they are submitted and uploaded to the Website;

vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;

vii. perform monthly comprehensive technological, and human as needed, audits to ensure Website’s compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;

viii. in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;

ix. continue to provide and update, as needed, those Services identified in Section 2(A)(iii), (v), (viii), (x), and (xii); and

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

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

i. providing a point of contact to respond to requests for Website accommodation;

ii. converting documents for a public records requests received by the District;

iii. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

SECTION 3. COMPENSATION. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. INITIAL WEBSITE REMEDIATION. For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of one thousand, five hundred twelve and 30/100 dollars (\$1,512.30), fifty percent (50%) of which shall be due as a deposit upon execution of this Agreement by both parties. Contractor shall invoice the District for the remaining seven hundred fifty-six and 15/100 dollars (\$756.15) upon substantial completion of the Services provided in Section 2(A).

B. MAINTENANCE. For performance of the Services as provided in Section 2(B) of this Agreement, starting _____, 2019 the District shall pay Contractor one thousand five hundred fifty-two dollars and fifty cents (\$1552.50) per year, payable in four (4) equal quarterly installments of three hundred eighty-eight and 13/100 dollars (\$388.13). Parties understand and acknowledge that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(iii) of up to seven-hundred fifty (750) pages per year ("Annual Max Pages").

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

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

SECTION 4. TERM AND TERMINATION.

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

B. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination

of this Agreement, Contractor shall (i) be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination; (ii) be permitted to remove the Compliance Shield from the Website as of the effective date of the termination; (iii) provide the District, or its designee, all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the service; and (iv) if the Contractor used proprietary and/or licensed software to provide the Services herein to the District, then Contractor shall coordinate with the District as to the terminated use of such software, including any migration of the Website that may be required pursuant to such termination.

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

SECTION 6. INTELLECTUAL PROPERTY.

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

B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content (including all remediated content provided by the Contractor), under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential

information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

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

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

SECTION 7. PUBLIC RECORDS. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Greg Cox, District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of

the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S PUBLIC RECORDS CUSTODIAN, SANDRA DEMARCO AT (954) 603-0033, EXT. 40532 SANDRA.DEMARCO@INFRAMARK.COM, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

SECTION 8. INDEMNITY.

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

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

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

SECTION 10. GENERAL PROVISIONS.

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

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

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

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

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

E. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent

jurisdiction in Manatee County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

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

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

H. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

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

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

If to District: Meadow Pointe II Community Development District
c/o Inframark Infrastructure Management Services
2654 Cypress Ridge Boulevard
Suite 101
Wesley Chapel, Florida 33544
Attn: Robert Nanni, District Manager

With a copy to: Persson, Cohen & Mooney, P.A.
 6853 Energy Court
 Lakewood Ranch, Florida 34240
 Attn: Andrew Cohen, District Counsel

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

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

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

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

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

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

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

P. WAIVER. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any

subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

**MEADOW POINTE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

WITNESS:

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

Print Name:

By: _____, _____ (Title)

Exhibit A: Proposal for Services

Exhibit A

Proposal for Service

DRAFT

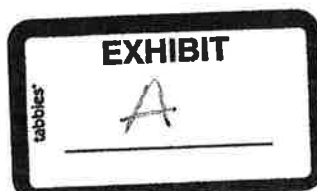
Pricing

Effective date: 2019-08-15

| | Quantity | Subtotal |
|--|---------------|-------------------|
| Implementation | | |
| On-boarding of ADA Compliant Website and Remediation of Historical Documents | 1 | \$1,512.30 |
| <ul style="list-style-type: none"> • Migration website pages and present on a staged website for approval • Initial PDF Accessibility Compliance Service for 1500 pages of remediation | | |
| | | |
| Annual ongoing services | | |
| Website services | 1 | \$615.00 |
| <ul style="list-style-type: none"> • Hosting, support and training for users • Website management tools to make updates • Secure certification (https) • Monthly accessibility site reporting, monitoring and error corrections | | |
| | | |
| Ongoing PDF Accessibility Compliance Service | 750* | \$937.50 |
| <ul style="list-style-type: none"> • Remediation of all PDFs stored on your website • Remediation of up to 750 PDF pages • Dashboard for reporting and managing all PDFs • 48-hour turnaround for fixes for board agendas • PDF manager dashboard | | |
| | | |
| Social Media Manager | | Included |
| | | |
| | Total: | \$3,064.80 |

*Maximum PDF pages per 12 month period

Accessibility Compliance
with Campus Suite



Statement of work

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

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

4. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

5. Support Services.

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

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

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

THIS AGREEMENT ("**Agreement**") is entered into as of this 6 day of November, 2019 by and between:

MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Inframark Infrastructure Management Services, 2654 Cypress Ridge Boulevard, Suite 101, Wesley Chapel, Florida 33544 (the "**District**"), and

INNERSYNC STUDIO, LTD., d/b/a CAMPUS SUITE, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 752 Dunwoodie Drive, Cincinnati, Ohio 45230 ("**Contractor**").

RECITALS

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

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

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

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

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

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

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

- i.** provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii.** convert up to one thousand five hundred (1,500) pages of PDF documents identified by the District to accessible formats for assistive technologies. If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF;
- iii.** provide a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District’s engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems;
- iv.** provide options to create a District-branded design (colors, logo, etc.);
- v.** provide Contractor’s ADA compliance shield, seal or certification for display on the Website (“Compliance Shield”);
- vi.** cross-check ADA compliance for accessibility and compatibility of the Website with various technology mediums, including but not limited to mobile phones, smart phones, tablets, laptop computers, desktop computers, and provide “mobile friendly” or “mobile versions” of the Website accessible via various web browsers including but not limited to Internet Explorer, Edge, Mozilla, Safari, and Chrome;
- vii.** eliminate and prevent any commercial advertising on the Website;
- viii.** eliminate and prevent exposure to any known spyware, virus or malware affecting functionality or accessibility of the Website;
- ix.** secure “https” certification and provide secure “cloud” hosting with fail-over back-up measures to ensure continued functionality and accessibility of the Website;

- x. provide data back-up and records retention measures as required by Florida law;
- xi. provide and/or allow display of an ADA compliant calendar, reservation request form, and newsletter, as applicable or necessary to the District;
- xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;
- xiii. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

B. MAINTENANCE. Starting _____, 2019, Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i. host, manage and maintain the Website;
- ii. remediate new documents, up to seven hundred fifty (750) pages per year; for any agenda packages, Contractor shall turn around the remediated version within two (2) business days; any updates or fixes needed to the agenda requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request;
- iii. remediate new documents identified by the District to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request;
- iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9:00 a.m. and 6:00 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;
- v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage

system and regularly backing up new content as they are submitted and uploaded to the Website;

vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;

vii. perform monthly comprehensive technological, and human as needed, audits to ensure Website’s compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;

viii. in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;

ix. continue to provide and update, as needed, those Services identified in Section 2(A)(iii), (v), (viii), (x), and (xii); and

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

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

i. providing a point of contact to respond to requests for Website accommodation;

ii. converting documents for a public records requests received by the District;

iii. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

SECTION 3. COMPENSATION. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. INITIAL WEBSITE REMEDIATION. For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of one thousand, five hundred twelve and 30/100 dollars (\$1,512.30), fifty percent (50%) of which shall be due as a deposit upon execution of this Agreement by both parties. Contractor shall invoice the District for the remaining seven hundred fifty-six and 15/100 dollars (\$756.15) upon substantial completion of the Services provided in Section 2(A).

B. MAINTENANCE. For performance of the Services as provided in Section 2(B) of this Agreement, starting _____, 2019 the District shall pay Contractor one thousand five hundred fifty-two dollars and 50/100 (\$1552.50) per year, payable in four (4) equal quarterly installments of three hundred eighty-eight and 13/100 dollars (\$388.13). Parties understand and acknowledge that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(iii) of up to seven-hundred fifty (750) pages per year ("Annual Max Pages").

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

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

SECTION 4. TERM AND TERMINATION.

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

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

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

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

SECTION 6. INTELLECTUAL PROPERTY.

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

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

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

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

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S PUBLIC RECORDS CUSTODIAN, SANDRA DEMARCO AT (954) 603-0033, EXT. 40532 SANDRA.DEMARCO@INFRAMARK.COM, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

SECTION 8. INDEMNITY.

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

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

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

SECTION 10. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

H. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

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

If to District: Meadow Pointe II Community Development District
c/o Inframark Infrastructure Management Services
2654 Cypress Ridge Boulevard
Suite 101
Wesley Chapel, Florida 33544
Attn: Robert Nanni, District Manager

With a copy to: Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240
Attn: Andrew Cohen, District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of

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

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

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

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

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

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

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

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

Q. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if

any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

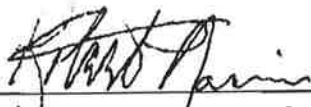
S. DESCRIPTIVE HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.


[SIGNATURES ON NEXT PAGE]

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

ATTEST:


MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT


Secretary 1-8-2020


Chairperson, Board of Supervisors

WITNESS:

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


Print Name: Ted Saul


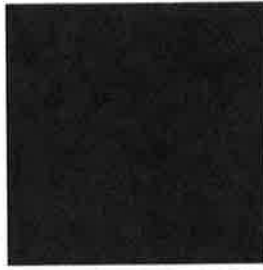

By: VP of Marketing (Title)

Exhibit A: Proposal for Services

Exhibit A

Proposal for Service



Keeping your community informed. And you compliant.

Meadow Pointe II Community Development District

Proposal date: 2019-08-08

Proposal ID: FTCY6-IUUBA-5MGQW-JEZUW

Pricing.....2
Services.....3-5
FAQs.....6
Statement of work.....7-8
Terms and conditions.....9-12



Ted Saul
Director - Digital Communication
Certified Specialist



Pricing

Effective date: 2019-08-15

| Implementation | Quantity | Subtotal |
|--|-----------------|-------------------|
| On-boarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none">• Migration website pages and present on a staged website for approval• Initial PDF Accessibility Compliance Service for 1500 pages of remediation | 1 | \$1,512.30 |
| <hr/> | | |
| Annual ongoing services | Quantity | Subtotal |
| Website services <ul style="list-style-type: none">• Hosting, support and training for users• Website management tools to make updates• Secure certification (https)• Monthly accessibility site reporting, monitoring and error corrections | 1 | \$615.00 |
| Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none">• Remediation of all PDFs stored on your website• Remediation of up to 750 PDF pages• Dashboard for reporting and managing all PDFs• 48-hour turnaround for fixes for board agendas• PDF manager dashboard | 750* | \$937.50 |
| Social Media Manager | | Included |
| Total: | | \$3,064.80 |

*Maximum PDF pages per 12 month period



Accessibility Compliance
with Campus Suite



Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws



Save CDD board time and money

Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite

We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

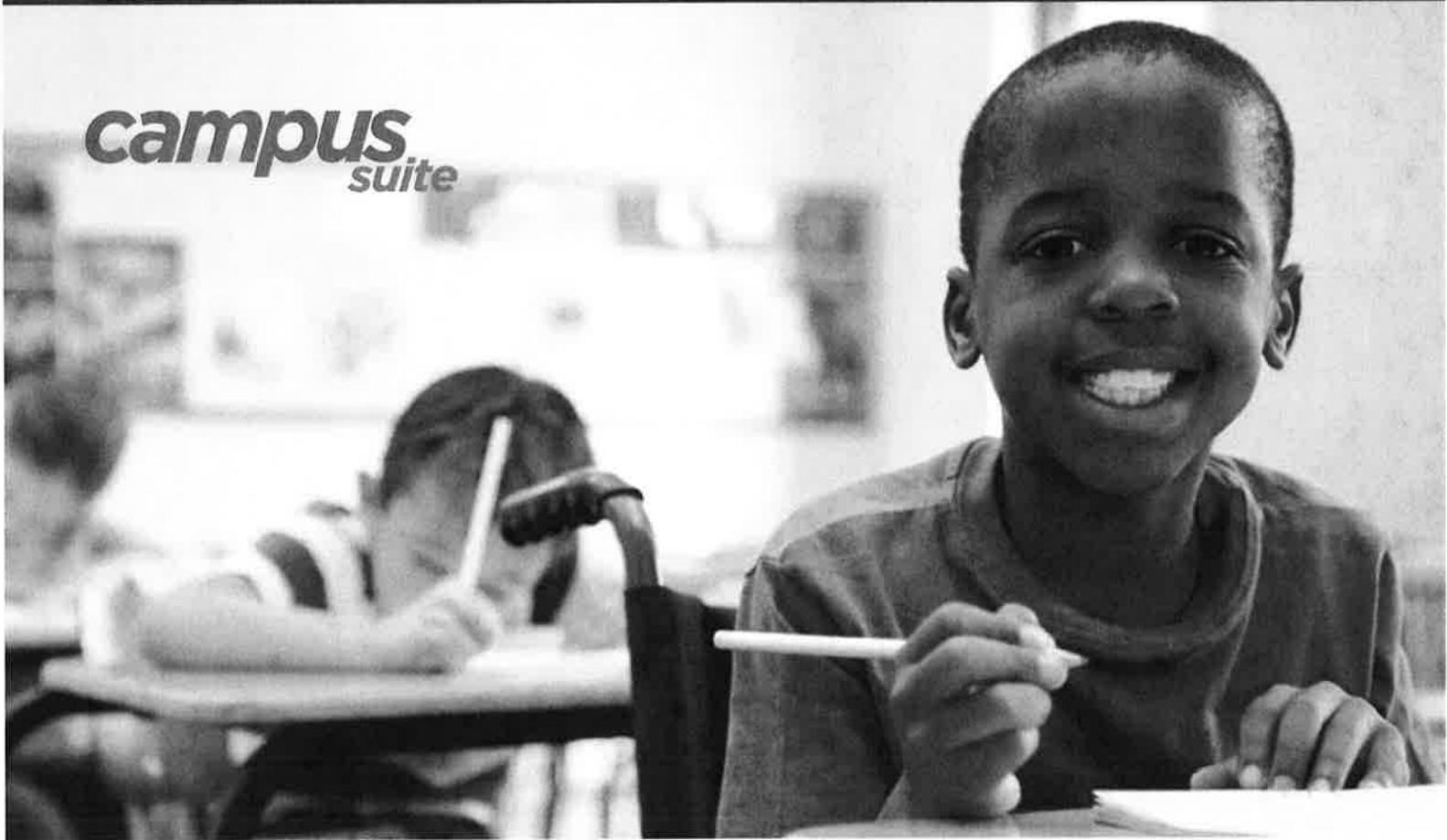
Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes

campus
suite



A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



W3C[®]
WCAG 2.0



Campus Suite Academy
Website Accessibility Center

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

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

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

4. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

5. Support Services.

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

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

Website Creation and Management Agreement

This Website Creation and Management Agreement (this “Agreement”) is entered into as of 2019-08-15, between the Meadow Pointe II Community Development District, whose mailing address is 210 N University Dr, STE 702, Coral Springs, FL 33071 (the “District”) and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the “Contractor”).

Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “ADA”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

1. Incorporation of Background Information. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

2. Scope of Services. The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the “Statement of Work” attached hereto.

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

4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and

the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

5. Compensation and Prompt Payment.

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$1,512.30 for the Onboarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on October 1, 2019 the District agrees to compensate the Contractor \$1,552.50 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

6. 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. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

7. Ownership of Website, Domain Name, and Content. The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

8. No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

9. Promotion. The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

10. Warranty. The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will 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.

12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

13. Insurance. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers

Compensation insurance as required by law.

14. Limitation of Liability. Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

18. Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms

of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (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. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 854-603-0033, OR BY EMAIL AT SANDRA.DEMARCO@INFRAMARK.COM, OR BY REGULAR MAIL AT 210 N. UNIVERSITY DR. STE 702, CORAL SPRINGS, FL. 33071.

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 will immediately notify the District whereupon this Agreement may be terminated by the District.

22. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

23. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties.

24. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

25. 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.

26. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.

27. 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 supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

| | |
|-----------------------------------|------------------|
| Innersync Studio, LLC. | Meadow Pointe II |
| _____ | _____ |
| Steve Williams VP of Marketing | Print name |
| Date | Date |
| | _____ |

Exhibit A: Proposal for Services

| Implementation | Quantity | Subtotal |
|--|----------|------------|
| Onboarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none">• Migration website pages and present on a staged website for approval• Initial PDF Accessibility Compliance Service for 1500 pages of remediation | 1 | \$1,512.30 |
| Ongoing services | Quantity | Subtotal |
| Website services <ul style="list-style-type: none">• Hosting, support and training for users• Website management tools to make updates• Secure certification (https)• Monthly site reporting, monitoring and error corrections | 1 | \$615.00 |
| Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none">• Remediation of all PDFs stored on your website• Remediation of up to 750 PDF pages• Dashboard for reporting and managing all PDFs• 48-hour turnaround for fixes for board agendas• PDF manager dashboard | 750* | \$937.50 |
| Social Media Manager | | Included |

Statement of work

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

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

4. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

5. Support Services.

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

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

REQUEST FOR PROPOSALS

PROJECT MANUAL

FOR

TREE REMOVAL-REPLACEMENT SERVICES AT:

- | | |
|------------------------|----------------------|
| 1) CHARLESWORTH | 2) COLEHAVEN |
| 3) GLENHAM | 4) IVERSON |
| 5) LONGLEAF | 6) MANOR ISLE |
| 7) MORNINGSIDE | 8) SEDGWICK |
| 9) VERMILLION | 10) WRENCREST |

FOR

**MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT DISTRICT**

ISSUED BY:

**MEADOW POINTE II CDD
SHEILA DIAZ, OPERATIONS MANAGER
30051 COUNTY LINE ROAD
WESLEY CHAPEL, FL. 33543
(813) 991-5016
www.meadowpointe2cdd.org
Sheila.diaz@mpiicdd.org**

**Date of Issue: TBD
Due Date / Time: TBD**

PROJECT MANUAL
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**MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT DISTRICT**

**Tree Removal-Replacement Services
Pasco County, Florida**

Request For Proposals

Notice is hereby given that **Meadow Pointe II CDD** (the “CDD”) will accept proposals from all qualified companies interested in tree removal-replacement services. These proposals are being requested through a formal Request For Proposals process.

Firms desiring to submit proposals for this project must attend a mandatory pre-bid meeting, on (date and time - TBD) at Meadow Pointe II CDD clubhouse at 30051 County Line Road, Wesley Chapel, FL 33543. Firms desiring to submit proposals must submit one (1) original, (1) electronic copy (on CD or memory stick), and seven (7) hard copies of the required proposal packages no later than (date and time - TBD) to Meadow Pointe II CDD, 30051 County Line Road, Wesley Chapel, FL 33543, Attention: Sheila Diaz.

Proposals shall be submitted in a sealed package, shall bear the name of the vendor on the outside of the package, and shall clearly identify the project as “Meadow Pointe II CDD Tree Removal-Replacement Services”. Proposals may be either mailed or hand-delivered. No facsimile, telephonic, electronic, or telegraphic submittals will be accepted. Proposals received after the scheduled date and time for submittal will not be considered but can be claimed by the firm within ten (10) calendar days of the submittal deadline. Any proposal not completed as specified or missing the required documents may be disqualified.

The CDD reserves the right to accept or reject any or all proposals in its sole and absolute discretion, whether or not reasonable, either with or without cause, to waive technical errors and informality, to postpone the award of the contract, to elect not to proceed with the subject award process and to accept a proposal or portion of a proposal, which in its judgment best serves the CDD.

If you have questions relative to this project, please contact Bradley S. Foran, P.E. at Lighthouse Engineering, Inc., 701 Enterprise Road East (Suite 410), Safety Harbor, Florida 34695 (727) 726-7856, bforan@lighthouseenginc.com.

**MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT DISTRICT**

**Tree Removal-Replacement Services
Pasco County, Florida**

Instructions to Proposers

SECTION 1. DUE DATE AND MANDATORY PRE-BID MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-bid meeting on (date and time - TBD) at Meadow Pointe II CDD clubhouse at 30051 County Line Road, Wesley Chapel, FL 33543. Firms desiring to submit proposals must submit one (1) original, (1) electronic copy (on CD or memory stick), and seven (7) hard copies of the required proposal packages no later than (date and time - TBD) to Meadow Pointe II CDD, 30051 County Line Road, Wesley Chapel, FL 33543, Attention: Sheila Diaz. Proposals shall be submitted in a sealed package, shall bear the name of the vendor on the outside of the package, and shall clearly identify the project as "Meadow Pointe II CDD Tree Removal-Replacement Services". Proposals may be either mailed or hand-delivered. Proposals received after the time and date stated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the CDD's discretion. Firms submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The CDD shall not be obligated or be liable for any costs incurred by proposing firm prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposing firm.

SECTION 2. SIGNATURE ON PROPOSAL. The proposing firm must execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a proposal, the proposing firm shall carefully read the scope and specifications and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the proposing firm that the proposing firm is familiar with the scope and specifications as well as all areas where work is to be performed. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions under which the contemplated work will be performed.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the proposing firm is assumed to be familiar with the CDD's operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the proposing firm will in no way

relieve it from responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSING FIRM. The contract, if awarded, will only be awarded to a responsible proposing firm who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the CDD. The proposing firm shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 6. COLLUSION. Proposing firm shall be disqualified and their proposals rejected if the CDD has reason to believe that collusion may exist among the proposing firms, the proposing firm has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Bradley S. Foran, P.E., via e-mail at bforan@lighthouseenginc.com with a copy to Sheila Diaz at sheila.diaz@mpiicdd.org. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, emailed, faxed, mailed, or otherwise delivered to all parties recorded as having received the Project Manual/Proposal Packet. Any inquiry or request for interpretation received before (date and time - TBD) will be given consideration. Questions will be answered only by formal written Addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all proposing companies by (date and time - TBD). No inquiries will be accepted from subcontractors; the proposing firm shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) original, one (1) electronic copy (on CD or memory stick), and seven (7) hard copies of the proposal forms for the CDD, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the proposing firm and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO INVITATION FOR PROPOSAL (Meadow Pointe II CDD Tree Removal-Replacement Services) ENCLOSED" on the face of it. Proposing firms are solely responsible for ensuring the timely and secure delivery of its proposal and all related documents regarding this RFP.

SECTION 9. MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due.

SECTION 10. PROJECT MANUAL. The Proposal Packet/Project Manual, including scope of work for the CDD, will be available beginning (time and date - TBD) at Meadow Pointe II CDD clubhouse at 30051 County Line Road, Wesley Chapel, FL 33543. Failure to obtain the Project Manual as specified herein will preclude the CDD's consideration of a proposal submitted by the proposer.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each proposing firm represents that it has read and understands the Proposal Packet/Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Proposal Packet/Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The CDD reserves the right to request additional information if clarification is necessary.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The CDD reserves the right to reject any and all proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the scope of work, and waive any informalities or irregularities in the proposals as it is deemed in the best interest of the CDD up until such time as a contract has been fully executed by both parties.

SECTION 13. CONTRACT AWARD AND SERVICE AGREEMENT TERM. Within fourteen (14) days of receipt of the Notice of Award of the CDD contract, or as otherwise extended by the CDD, the proposing firm shall enter into and execute a contract agreement. If a proposing firm to whom the contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the CDD's option. If the award is annulled, the CDD may, at its sole discretion, award the contract to the next highest ranked proposing firm, re-advertise, perform the work by day/temporary labor, or through in-house operations. The CDD and the selected contractor ("Contractor") will execute a contract for the specified work. This RFP does not guarantee that a contract will be awarded. The CDD reserves the exclusive right to reject any and all proposals. The CDD reserves the right to award by items, groups of items, or total proposal.

SECTION 14. CHANGES/MODIFICATIONS. The CDD reserves the right to order changes in its scope of work and resulting contract. The successful proposing firm has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 15. INSURANCE. All proposing firms shall include as part of their proposal a current Certificate of Insurance demonstrating the firm's insurance coverage. In the event the proposing firm is notified of award for the work, it shall provide proof of the Insurance Coverage requested, further identifying the CDD, its officers, employees, and agents as additional insureds, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted. Failure to provide proof of insurance coverage shall constitute a default and the CDD may proceed as referenced in Section Thirteen (13) above.

SECTION 16. INDEMNIFICATION. The successful proposing firm for the work shall fully indemnify, defend, and hold harmless the CDD and its officers, agents, and employees from and against all claims, damages, costs, and losses arising, in whole or in part, as more fully set forth in the contract to be executed.

SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the CDD's limitations on liability contained in Section 768.28, Florida Statutes, or other applicable statute or law.

SECTION 18. PROPOSAL REQUIREMENTS. All proposals shall include the following information in addition to any other requirements of the Proposal Packet/Project Manual:

- A. Narrative description of the firm's approach to providing the services as described in the scope of services provided herein.
- B. Completed proposal pricing. Unit costs for the tree removal-replacement should be provided, but not included in the contract amount as these services shall be rendered at the discretion of the CDD's Board of Supervisors.
- C. List position or title, corporate responsibilities, and number of years of experience of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include résumés for each person listed; list number of years of experience in present position for each person listed and years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including résumés for staff at or above the Project Manager level. Include a staffing plan depicting quantity of laborers, crew chiefs, field managers, as well as work hours and days spent on the property.
- E. Three (3) references from projects of similar size and scope. The firm should include information relating to the work it conducted for each reference, as well as a name, address, and phone number of a contact person.
- F. Information related to other projects of similar size and scope which firm has provided, or is currently providing, tree removal-replacement services (forms attached as part of Contractor's Qualification Statement).
- G. A copy of firm's insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- H. Completed copies of all other forms included within the Project Manual.

SECTION 19. EVALUATION OF PROPOSALS. The proposals shall be evaluated by the Board of Supervisors based on the Evaluation Criteria set forth herein. Proposals may be held by the CDD for a period not to exceed one hundred twenty (120) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the proposing firms, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The CDD may visit the Proposer's facilities as part of the evaluation process. The CDD also reserve the right to seek clarification

from prospective firms on any issue in a response, invite specific firms for site visits, oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the CDD's best interest.

SECTION 19.1 PROPOSALS RESPONSIVENESS. REQUIRED DOCUMENTATION

- Proposals will be reviewed to determine if all required documentation was included with the proposal submittal.
- Proposals that fail to contain the required documents will be disqualified from further consideration.
- Proposals that fail to meet the Minimum Qualifications as described herein or the Project Goals, Objectives, and/or Requirements will be disqualified from further consideration.

SECTION 19.2 GENERAL FORMAT. In preparing the Proposals, please duplex print all sections to reduce paper consumption and use recycled products, where feasible. Proposals shall be prepared on 8.5" x 11" paper with 1" margins on all sides. Typing shall be single spaced and no smaller than font size 11. Use of 11" x 17" fold out sheets for large tables, charts or diagrams is permissible, but should be limited. Each part of the Proposal should be clearly labeled and tabbed for easy reference.

THE PROPOSALS SHALL:

- Contain concise written materials that enable the reviewer to clearly understand the Proposer's capabilities and approach to providing the requested services.
- Specifically describe the Proposer's role in relationship to its Subcontractors and shall describe the interfaces with said Subcontractors, if applicable.
- Reflect a level of understanding of the work required.

COVER LETTER:

- A cover letter transmitting the Proposal must be submitted and dated. The letter must indicate that the Proposer agrees to be bound by the Proposal without modifications, unless mutually agreed to upon further negotiations between the CDD and the Proposer.
- The cover letter shall be signed by a principal of the Proposer or other person fully authorized to act on behalf of the Proposer or team.

TABLE OF CONTENTS:

The Table of Contents should identify locations of all sections in the proposal.

SECTION 19.3 MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Proposal Packet:

- A. Completed price proposal (form attached)

- B. Four references from projects of similar size and scope to which the Proposer has provided, or is currently providing work similar to this RFP. The Proposer must include information relating to the services that was provided for each reference as well as a name, address and phone number of a contact person. Failure to provide such contact information shall result in the non-consideration of the provided reference.
- C. A copy of its insurance certificate indicating the types of coverage and limits for general, property, umbrella, automobile liability insurance, and worker’s compensation insurance.
- D. Completed copies of all other forms included within the Proposal Packet.

EVALUATION CRITERIA

This Request for Proposal includes following all the procedures in this document and sending the sealed proposal information to the CDD by the due date and time and in the manner set forth in this RFP. Once proposals are received, the Board of Supervisors members will review each submittal and score each proposal based on the evaluation criteria. The award will be based on the proposal that is most advantageous to the CDD. The Proposals will be evaluated on the following criteria:

| Factor | Description | Points |
|--------|---|--------|
| 1. | Completeness of Proposal Completeness of response in accordance with RFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document’s thickness. | 5 |
| 2. | Experience Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor. | 10 |
| 3. | Qualifications of Key Personnel Qualifications of staff, adequacy of labor commitment, training programs for staff. | 5 |
| 4. | Machinery, Equipment, and Manpower Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered. | 40 |

| | | |
|-------|---|-----|
| 5. | <p>References Assessment of proposer’s work by client references and references with demonstrated success in providing similar product and installation. References must also indicate proposer’s ability to form positive and collaborative relationships with clients and clients’ staff.</p> | 10 |
| 6. | <p>Cost Cost Proposal will be evaluated using the following formula: (Lowest Proposed Cost / Proposer’s Cost) X 30 = Total Cost Points</p> | 30 |
| Total | | 100 |

Once proposals are received, the Board of Supervisors will review each submittal and score each proposal based on the evaluation criteria. The award will be based on the proposal that is most advantageous to the CDD.

The CDD also reserves the right to seek clarification from prospective companies on any issue in a response, invite specific companies for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the CDD’s best interest.

Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any Board member, staff member or any person other than the appointed staff for questions relating to this project. Anyone attempting to lobby the CDD’s representatives will be disqualified.

SECTION 20. BLACK OUT PERIOD/CONE OF SILENCE. The blackout period is defined as between the time the Invitation for Proposals is issued and the time the CDD awards the contract. During this black out period, any attempt by a firm or its representatives to influence the thinking of the CDD staff or officials related to this RFP, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of the firm from consideration for award and/or contract under this RFP. This does not apply to pre-solicitation conferences, contract negotiations, or communications with the CDD staff not concerning this RFP.

SECTION 21. PRICING. Proposing firms shall submit their price information on the supplied forms with all blank spaces completed. Proposing firms shall also sign the required forms. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposing firms will not be allowed to make changes to the quantities or frequencies during the proposal process. Proposing firms shall guarantee that their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 22. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the “CDD” shall be construed to refer to Meadow Pointe II CDD Community Development District and the CDD shall be the legislative authority for all matters concerning the CDD and the CDD’s resulting contract.

SECTION 23. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to the proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposing firm’s authorized signature affixed to the proposal attests to this.

PROPOSAL FORM
FOR
TREE REMOVAL-REPLACEMENT SERVICES
FOR

MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT DISTRICT
c/o Sheila Diaz, Operations Manager
on or before (date and time - TBD)

TO: Meadow Pointe II CDD Community Development District

FROM: _____
(Proposing Company)

In accordance with the Request for Proposal for Tree Removal-Replacement Services for Meadow Point II CDD Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the CDD.

All Proposals shall be in accordance with the Proposal Packet/Project Manual.

ACKNOWLEDGEMENTS

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. The proposing firm agrees through submission of this proposal to honor all pricing information for one hundred twenty (120) days from the date of the proposal opening and, if awarded the CDD Contract on the basis of this proposal, to enter into a contract agreement within fourteen (14) days after receiving notice of the award. Proposing firm understands that inclusion of false, deceptive or fraudulent statements of this proposal constitutes fraud and that the CDD considers such action on the part of the proposing firm to constitute good cause for denial, suspension or revocation of a proposal.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the CDD and/or its authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the proposing firm.

The undersigned further acknowledges the receipt of the Proposal Packet/Project Manual and all Proposal Documents related thereto.

**MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT DISTRICT
TREE REMOVAL-REPLACEMENT SERVICES
PROPOSAL FORM**

I, _____ representing _____ (“Proposing Firm”),
agree to furnish the services required in the scope/specifications at the following prices:

I. Contract Proposal Amount:

A. Contract Total \$ _____

NAME OF PROPOSING FIRM: _____

ADDRESS: _____

PHONE: _____ FAX: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

COSTS

| COMMUNITY | NUMBER OF EXISTING OAK TREES TO BE REMOVED (EA) | UNIT PRICE | TOTAL PRICE |
|------------------|--|-------------------|--------------------|
| Charlesworth | 8 | | |
| Colehaven | 45 | | |
| Glenham | 54 | | |
| Iverson | 149 | | |
| Longleaf | 49 | | |
| Manor Isle | 3 | | |
| Morningside | 2 | | |
| Sedgwick | 16 | | |
| Vermillion | 9 | | |
| Wrencrest | 48 | | |
| | | | |
| | | | |

Tree Removal Total Cost \$ _____

| COMMUNITY | NUMBER OF TREES TO BE REPLACED | UNIT PRICE | TOTAL PRICE |
|------------------|---------------------------------------|-------------------|--------------------|
| Charlesworth | 8 | | |
| Colehaven | 45 | | |
| Glenham | 54 | | |
| Iverson | 149 | | |
| Longleaf | 49 | | |
| Manor Isle | 3 | | |
| Morningside | 2 | | |
| Sedgwick | 16 | | |
| Vermillion | 9 | | |
| Wrencrest | 48 | | |
| | | | |
| | | | |

Tree Replacement Total Cost \$ _____

Grand total for the removal and replacement of all trees \$ _____

Note: It shall be the contractor's responsibility to coordinate with the CDD on the planting locations of the five types of trees.

TOTAL CONTRACT DAYS: _____

TOTAL CONTRACT AMOUNT WRITTEN OUT: _____

CONSTRUCTION FIRM ADDRESS: _____

CONSTRUCTION FIRM VENDOR NO: _____

PRINTED NAME: _____

TITLE: _____

[END OF SECTION]

QUALIFICATION STATEMENT

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QUALIFICATION STATEMENT

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**MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT DISTRICT**

**PROPOSING FIRM'S QUALIFICATION STATEMENT
TREE REMOVAL-REPLACEMENT SERVICES**

(Name of Proposing Firm)

6. Is the Proposing Firm incorporated in the State of Florida? Yes () No ()

6.1 If yes, provide the following:

- Is the Proposing Firm in good standing with the Florida Department of State, Division of Corporations? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The state with whom the Proposing Firm is incorporated? _____

- Is the Proposing Firm in good standing with that state? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

- Is the Proposing Firm authorized to do business in the State of Florida? Yes () No ()

6.3 If Proposing Firm is not incorporated; please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposing Firm has been in the business of providing tree removal-replacement services.

7. Has the Proposing Firm provided services for a community development district or similar community previously? Yes () No ()

7.1 If yes, provide the following on a separate page:

- Number of contracts Proposing Firm has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposing Firm's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(14) _____, (15) _____, (16) _____.

9. What are the Proposing Firm's current insurance limits?

General Liability \$ _____
Automobile Liability \$ _____
Umbrella Coverage \$ _____
Workers Compensation \$ _____
Expiration Date _____

10. Please state whether or not the Proposing Firm or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes () No () If so, state the name(s) of the company(ies) _____

The state(s) where barred or suspended _____
State the period(s) of debarment or suspension _____

11. Has the Proposing Firm ever failed to fulfill its obligations under any contract awarded to it?

Yes _____ No _____ If so, where and why? _____

12. Has any officer or partner of the Proposing Firm ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?

Yes () No () If so, state name of individual, other organization and reason(s) therefore. _____

13. List any and all litigation to which the Proposing Firm or any of its affiliates has been a party in the last five (5) years. _____

14. Has the Proposing Firm or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

15. List five (5) current clients, including contact persons and telephone numbers, as well as their contract value and length of service:

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

17. List technicians and include number of years of experience:

18. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

19. Attach any certifications or documentation regarding educational experience of key personnel that would assist the CDD in evaluating the quality and experience of such personnel.

20. Key Personnel: Describe any experience of the principal individuals (foremen, superintendents, etc.) who are responsible for the actual work of your organization and who will be assigned to this contract if awarded to the contractor.

| Name | | Position |
|--------------|-----------------|----------------|
| Type of Work | Yrs. Experience | Yrs. With Firm |

| Name | | Position |
|--------------|-----------------|----------------|
| Type of Work | Yrs. Experience | Yrs. With Firm |

| Name | | Position |
|--------------|-----------------|----------------|
| Type of Work | Yrs. Experience | Yrs. With Firm |

Name Position

Type of Work Yrs. Experience Yrs. With Firm

Name Position

Type of Work Yrs. Experience Yrs. With Firm

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the CDD or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the CDD should consider the Proposing Firm for award under this RFP, including such matters as the Proposing Firm's ability, standing, integrity, quality of performance, efficiency and general reputation.

Name of Proposing Firm By: _____

[Type Name and Title of Person Signing]

This _____ day of _____, 2019.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as _____ of _____, a _____.

He or she is () personally known to me; or () has produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 2019.

Signature of Notary Public

Printed name of Notary Public

CORPORATE OFFICERS

Company Name _____

Provide the following information for Officers of the Proposing Firm and parent company, if any.

| NAME (PROPOSING FIRM) | POSITION OR TITLE | CORPORATE RESPONSIBILITIES | INDIVIDUAL'S RESIDENCE CITY, STATE |
|---|----------------------|-------------------------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| NAME (PARENT COMPANY - if applicable) | | | |
| | | | |
| | | | |
| | | | |

AFFIDAVIT FOR INDIVIDUAL

State of _____

ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; _____ and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposing Firm to constitute good cause for rejecting Proposing Firm's proposal.

(Proposing Firm must also sign here)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as _____ of _____. He or she is () personally known to me; or () has produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 2019.

Signature of Notary Public

Printed name of Notary Public

AFFIDAVIT FOR PARTNERSHIP

State of _____

ss:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposing Firm will be considered to constitute good cause for rejecting Proposing Firm's proposal.

(Signature of a General Partner is Required)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as _____ of _____, a _____ . He or she is () personally known to me; or () has produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 2019.

Signature of Notary Public

Printed name of Notary Public

AFFIDAVIT FOR CORPORATION

State of _____

SS:

County of _____

(title) _____
of the _____

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposing Firm will be considered good cause for rejection of Proposing Firm's proposal.

(Officer must also sign here)

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as _____ of _____, a _____ . He or she is () personally known to me; or () has produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 2019.

Signature of Notary Public

Printed name of Notary Public

SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Meadow Pointe II CDD Community Development District.
2. This sworn statement is submitted by _____
(Print Name of Entity Submitting Sworn Statement)
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my relationship to the
entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - A) A predecessor or successor of a person convicted of a public entity crime; or,
 - B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives,

partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Florida Department of
Management Services.)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of
_____, 2019, by _____, as
_____ of _____, a
_____. He or she is () personally known to me; or () has
produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 2019.

Signature of Notary Public

Printed name of Notary Public

**“DRAFT”
TREE REMOVAL-REPLACEMENT SERVICE AGREEMENT**

This Agreement (“Contract”), is made between MEADOW POINTE II CDD COMMUNITY DEVELOPMENT DISTRICT (hereinafter referred to as “CDD” or “Owner”), a community development district organized under the laws of the State of Florida and established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida, and having offices at c/o Meadow Pointe II CDD, 30051 County Line Road, Wesley Chapel, Florida 33543, and _____ (hereinafter referred to as “Contractor”) located at _____.

RECITALS

WHEREAS, the CDD was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the CDD has a need to retain an independent contractor to provide tree removal-replacement services for various sub-divisions within and around Meadow Pointe II CDD; and

WHEREAS, Contractor submitted a proposal (hereinafter “Proposal”) and incorporated herein by reference, and represents that it is qualified to serve as contractor for this project to provide said tree removal-replacement services to the CDD.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the CDD agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as **Exhibit “A”** or any

Additional Services Order subject to this Contract (hereinafter referred to as the "Contract Work"). A site map of the CDD showing the locations of existing trees to be removed and replaced by the Contractor is attached hereto as **Exhibit "B"**.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the CDD and shall be of the very highest quality at least in accordance with industry standards. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the CDD.

1. Should any work and/or services be required which are not specified in this Contract, Additional Services Order, or any addenda, but which are nevertheless necessary for the proper provision of services to the CDD, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.
2. The Contractor agrees that the CDD shall not be liable for the payment of any work or services unless the CDD, through an authorized representative of the CDD, authorized the Contractor, in writing, to perform such work.
3. The CDD shall designate in writing one or more individuals to act as the CDD's representative(s) with respect to the Contract Work. The CDD's representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the CDD's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.
4. Contractor shall use due care to protect the property of the CDD, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

III. CONTRACT SUM; TERM

The CDD agrees to pay the Contractor for the Contract Work not-to-exceed the sum of _____.

1. If the CDD should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an Additional Services Order, addendum, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
2. The CDD 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 CDD 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 CDD shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the CDD, that any indebtedness of the Contractor, as to services to the CDD, 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.
3. The Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the CDD, in writing, which shall be delivered or mailed to the CDD by the fifth (5th) day of the next succeeding month. Each monthly invoice will include such supporting information as the CDD may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the CDD shall remit payment to Contractor in accordance with the monthly invoice. The CDD reserves the right to withhold all or any portion of a payment should the work not be completed in accordance with scope and terms set forth in this Contract, or otherwise found to be deficient, and such deficiencies are not corrected within the manner and timeframe prescribed by the CDD after having been brought to the Contractor's attention. The CDD also reserves the right to hire an outside vendor to complete and/or correct deficient work if Contractor fails to correct as set forth above and charge such costs to Contractor.

IV. TIME OF COMMENCEMENT

The work to be performed under this Contract shall commence after providing the CDD a requisite insurance referenced herein and no later than _____.

V. CONTRACTOR'S REPRESENTATIONS

In order to induce the CDD to enter into this Contract, Contractor makes the following representations, upon which the CDD has actually and justifiably relied:

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
2. 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 Contract.
3. 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 Contract.
4. The Contractor agrees to be responsible for the tree removal-replacement services. The Contractor shall be strictly liable for any damages caused by the tree removal. The Contractor shall not be responsible for wind damages, or damages due to vandalism. The Contractor shall immediately notify the CDD if the above incident occurs.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, 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.
2. 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. 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. Contractors are required to sign in and out at the clubhouse.
3. 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 Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the CDD'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 Contract, 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 three (3) business days after the filing of notice thereof, the CDD, in addition to any and all other remedies available under this Contract, may terminate this Contract. The "CDD Representatives" shall have complete authority to transmit instructions, receive information, interpret and define the CDD's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include, but not be limited to, verification of correct timing of services to be performed. The CDD hereby designates Sheila Diaz and Bradley S. Foran, P.E. and other representatives of Meadow Pointe II CDD to act as the CDD's Representatives. The CDD shall have the right to change its designated representatives at any time by written notice to the Contractor. The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, upon request, the Contractor agrees to meet the CDD's Representatives at least monthly to inspect the property to discuss conditions, schedules, and items of concern regarding this Contract, and to attend all meetings of the CDD's Board of Supervisors.

4. Safety. Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. 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.
5. Environmental Activities. The Contractor agrees to use best management practices, consistent with industry standards. The Contractor shall keep all equipment clean and properly dispose of waste. The Contractor shall be responsible for any environmental cleanup, and correcting any other harm resulting from the Work to be performed by Contractor.

VII. INDEMNIFICATION

Contractor does hereby indemnify and hold harmless the CDD, its officers, agents and employees, and volunteers from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, 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 Contract. In accordance with Section

725.06, Fla. Stat., the CDD and the Contractor agree that Contractor's responsibility regarding the foregoing indemnification shall not exceed One Million Dollars (\$1,000,000.00). The parties specifically agree that the limitation amount bears a reasonable commercial relationship to the Contract.

In any and all claims against the CDD 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 the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Contractor shall and does hereby indemnify and hold harmless the CDD and anyone directly or indirectly employed by it 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.

VIII. INSURANCE

1. Before performing any Contract Work, the Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the CDD 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 CDD.
2. **WORKERS' COMPENSATION:** The Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, 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 CDD. All documentation must be provided to the CDD at the address listed below.

No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site. All contractors and subcontractors shall have workers' compensation insurance.

3. **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 Contract.
4. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
5. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. 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 CDD.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The CDD shall retain the right to review, at any time, coverage, form, and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CDD is an insured under the policy.
10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the CDD prior to commencement of the Contract Work, and a minimum of 10 calendar days before the expiration of the insurance contract when applicable. All insurance certificates shall be received by the CDD before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with the work being performed under this Contract shall be provided to the Contractor's insurance company and to the CDD as soon as practicable after notice to the insured.

12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation or unless specific approval is given by the CDD, are to be written on an occurrence basis, shall name the CDD, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the CDD, its Supervisors, Officers, Agents, Employees or Volunteers.
14. If the Contractor fails to have secured and maintained the required insurance, the CDD has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the CDD's obtaining the required insurance.

IX. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contract with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the CDD by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the CDD.
2. CDD's Termination. The CDD may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to the Contractor, terminate this contract 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. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the CDD's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the CDD may have against the Contractor. On such termination, the CDD may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the expense of finishing the work exceeds the unpaid balance at the time of termination, the Contractor agrees to pay the difference to the CDD within ten (10) days after written notice.

On a default by the Contractor, the CDD may elect not to terminate the contract, 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. On a default by Contractor, the CDD further reserves the right to pursue any and all remedies available under the law, including but not limited to equitable and legal remedies.

X. ATTORNEY'S FEES

If any dispute occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, bankruptcy and/or appellate proceedings, as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

XI. MISCELLANEOUS

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the CDD and any of the CDD's successors, assigns, and legal representatives of the CDD in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the CDD are personally or individually bound by this Contract.
3. Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the Owner in order to perform the services under the Contract by doing the following: upon the request of the Owner's Custodian of Public Records, providing the Owner with copies of or access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring 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 term of this Contract and following completion of the Contract if the Contractor does not transfer the records to the Owner; and upon completion of the Contract by transferring, at no cost, to the Owner all public records in possession of the Contractor or by keeping and maintaining all public records required by the CDD to perform the services. If

the Contractor transfers all public records to the CDD upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's Custodian of Public Records, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CDD'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, INFRAMARK SERVICES, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071, TEL. 954-753-5841, SANDRA.DEMARCO@INFRAMARK.COM.

4. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regards to any matter arising here from, the dispute will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Pasco County, Florida.
5. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
6. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
7. The execution of this Contract has been duly authorized by the appropriate body or official of the CDD and the Contractor, both the CDD and the Contractor have complied with all the requirements of law, and both the CDD and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
8. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CDD and the Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a

valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9. To the extent the terms described in the attachments conflict with the terms of the Contract document, the terms of this Contract and the original Invitation for Proposal shall control.
10. Notices: Unless specifically stated to the contrary elsewhere in this Contract, where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by email and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or email, whichever is first:

With a copy to: Andrew Cohen, Esq., 6853 Energy Court, Lakewood Ranch, FL 34240.

To CDD: Meadow Pointe II CDD Community Development District

30051 County Line Road
Wesley Chapel, FL 33543
Attn: Sheila Diaz, Operations Manager

With a copy to: Bradley S. Foran, P.E.
701 Enterprise Road East, Suite 410
Safety Harbor, FL 34695

To Contractor:

This portion left blank

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT
DISTRICT**

Signature

Signature

By: _____

By: _____

- Secretary
- Assistant Secretary

- Chairperson
- Vice Chairperson

Date: _____

ATTEST:

CONTRACTOR

Signature

Signature

By: _____

By: _____

Date _____

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF SERVICES

TREE REMOVAL-REPLACEMENT SERVICES

1) **SCOPE** - Meadow Pointe II CDD is proposing the removal of oak trees located within the CDD's right-of-way at a specified sub-division(s) located in Wesley Chapel, Florida. The CDD will also purchase and have planted replacement trees. Qualified firms(s) bidding on this proposal must provide all equipment and materials described in this documentation, but are not limited to the following:

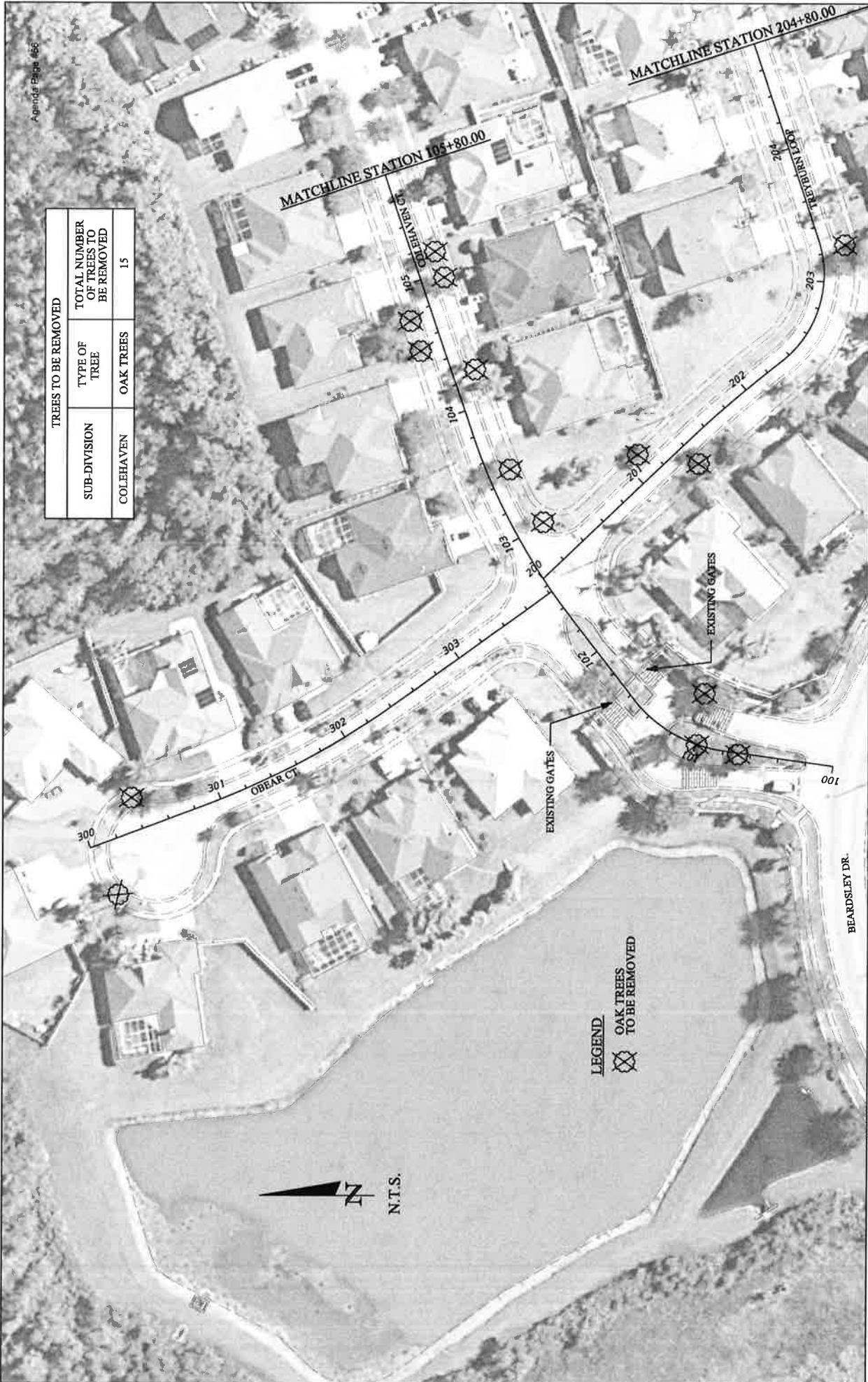
- 1) Contractor shall secure all permits.
- 2) Contractor shall cut down trees.
- 3) Contractor shall remove all debris.
- 4) Contractor shall grind stump 18" below ground level. The areas should be backfilled and sodded with St Augustine grass or an approved equal.
- 5) Contractor shall grind and remove any surface roots that are evident.
- 6) The warranty requirement for the newly planted trees shall be 1 year.
- 7) Contractor shall be responsible for any and all damages done to property, to include sidewalk breaks, cables, sprinkler lines, utilities, damages to homes.
- 8) Contractor shall provide list of references.
- 9) Types of trees are to be used to replace the trees removed are Magnolia, Crepe Myrtle, Ligustrum, Verbatim and Holly. The intent is to have an even distribution of the trees. If 100 trees are removed, then 20 of each species listed shall be installed. The same proportion shall be used for the entire project. Minimum size shall be 5' in height and 15 gallon.
- 10) Contractor must be licensed bonded and insured and carry worker's compensation For all employees.
- 11) Contractor shall be responsible for verification of the trees to be removed.
- 12) **Contractor shall remove only "oak" trees in this proposal.**
- 13) The contractor shall plant the new tree near to the removal location of the tree removed and subject to approval by the CDD. If an appropriate area cannot be in the physical community where the tree was removed the contractor shall coordinate with the CDD to determine a final location for the new tree

2) MAINTENANCE OF PAVED AND AREAS – All paved surfaces (travel lanes, sidewalks, driveways, etc.) shall be kept free of debris.

3) CLEAN UP – At no time will the 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. The CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of the sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

EXHIBIT "B"
Site Maps for Tree Removal

| TREES TO BE REMOVED | | |
|---------------------|--------------|-------------------------------------|
| SUB-DIVISION | TYPE OF TREE | TOTAL NUMBER OF TREES TO BE REMOVED |
| COLEHAVEN | OAK TREES | 15 |



LEGEND
 X OAK TREES TO BE REMOVED

| DATE | DESCRIPTION | DATE | DESCRIPTION |
|------|-------------|------|-------------|
| | | | |

| | |
|------------------------|----------------------|
| MEADOW POINT II | |
| ROAD NO. | FINANCIAL PROJECT ID |
| N/A | N/A |
| COUNTY | |
| PASCO | |

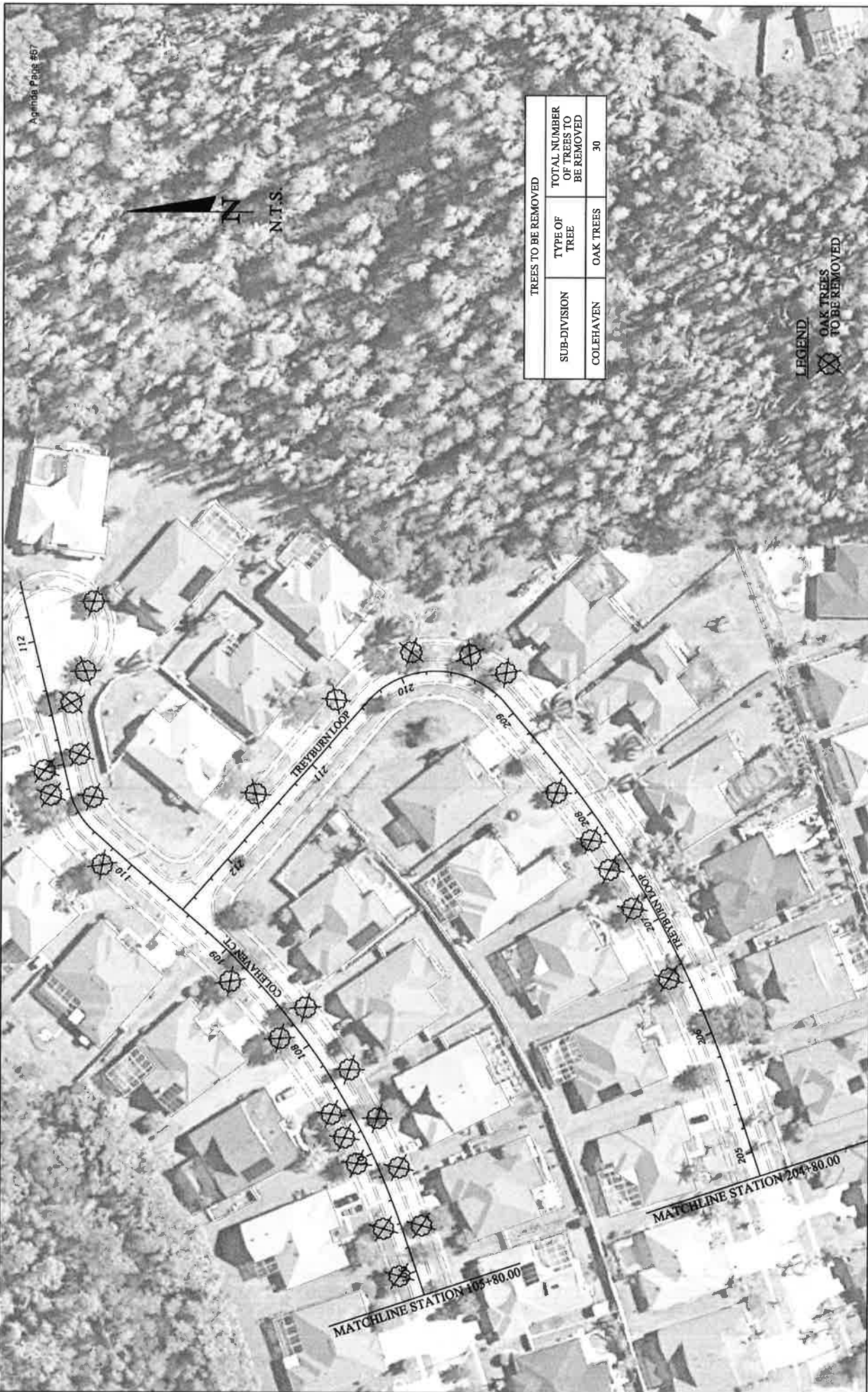
| | |
|----------------------|---|
| COLEHAVEN (1) | |
| TREE REMOVAL | |
| SHEET NO. | 1 |

LIGHTHOUSE ENGINEERING INC.
 40 ENTERPRISE ROAD EAST, SUITE 410
 SEASIDE, WA 98148
 PHONE: (770) 726-7853 FAX: (770) 883-9448
 CERTIFICATE OF AUTHORIZATION NO. 28576
 E.O.B.: BRADLEY S. FORAN, P.E. NO. 52834



| TREES TO BE REMOVED | | TOTAL NUMBER OF TREES TO BE REMOVED |
|---------------------|--------------|-------------------------------------|
| SUB-DIVISION | TYPE OF TREE | |
| COLEHAVEN | OAK TREES | 30 |

LEGEND
 OAK TREES TO BE REMOVED



| DATE | DESCRIPTION | REVISIONS | DATE | DESCRIPTION |
|------|-------------|-----------|------|-------------|
| | | | | |

| | |
|----------------------|-------|
| MEADOW POINT II | |
| ROAD NO. | N/A |
| COUNTY | PASCO |
| FINANCIAL PROJECT ID | N/A |

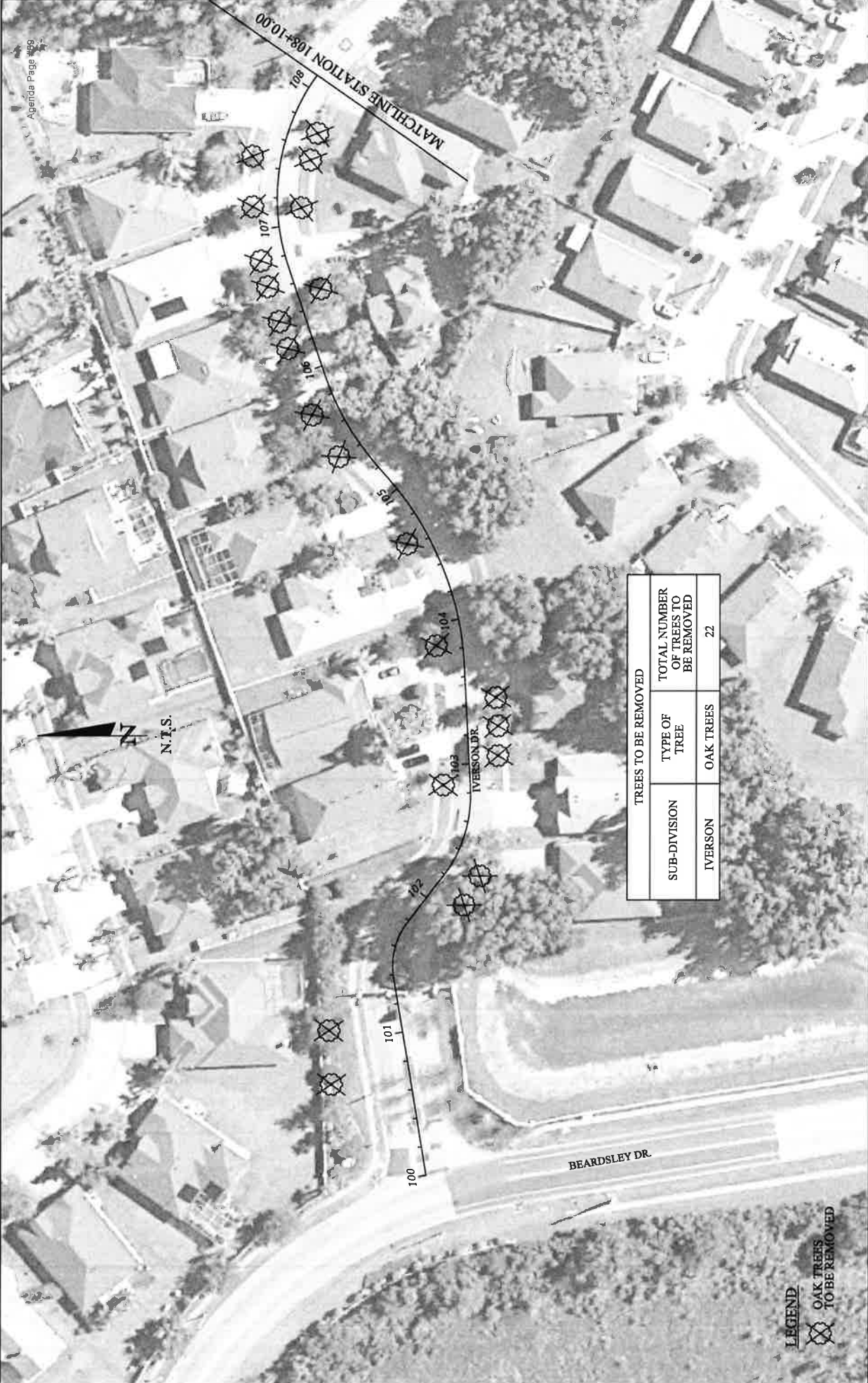
| | |
|---|-----------|
| LIGHTHOUSE ENGINEERING INC. 70 ENTERPRISE ROAD EAST, SUITE 410 SAFETY HARBOR, FL 34695 PHONE: (727) 726-7854 FAX: (727) 683-9448 CERTIFICATE OF AUTHORIZATION NO. 28876 E.O. BROUGHTON, P.E. NO. 52524 | LE |
|---|-----------|

| | |
|---|----------------|
| SHEET NO. COLEHAVEN (2) TREE REMOVAL | SHEET NO. 2 |
|---|----------------|



| REVISIONS | | MEADOW POINT II | | SHEET NO. | |
|-----------|-------------|-----------------|--------|----------------------|--|
| DATE | DESCRIPTION | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| | | N/A | PASCO | N/A | |


LIGHTHOUSE ENGINEERING INC.
 701 ENTERPRISE ROAD EAST, SUITE 410
 PORTLAND, OR 97208
 PHONE (503) 754-7666 FAX (503) 683-9848
 CERTIFICATE OF AUTHORIZATION NO. 28576
 E.O.R. - BRADLEY S. FORAN, P.E. NO. 5264



| TREES TO BE REMOVED | | |
|---------------------|--------------|-------------------------------------|
| SUB-DIVISION | TYPE OF TREE | TOTAL NUMBER OF TREES TO BE REMOVED |
| IVERSON | OAK TREES | 22 |

LEGEND
 OAK TREES TO BE REMOVED

| DATE | DESCRIPTION | DATE | DESCRIPTION |
|------|-------------|------|-------------|
| | | | |

| | | | |
|--------------------------|--|---|--|
| | | LIGHTHOUSE ENGINEERING, INC. 70 ENTERPRISE ROAD EAST, SUITE 410 BIRMINGHAM, AL 35206 PHONE: (205) 988-5555 FAX: (205) 988-9888 CERTIFICATE OF AUTHORIZATION NO. 28516 E.O.B.: BRADLEY S. FORAN, P.E. NO. 52634 | |
| ROAD NO. N/A | | COUNTY PASCO | |
| FINANCIAL PROJECT ID N/A | | N/A | |

| | | | |
|--|--|-------------|--|
| MEADOW POINT II | | SHEET NO. 1 | |
| IVERSON (1) TREE REMOVAL | | | |