

**MINUTES OF MEETING**

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

**TALAVERA COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Talavera Community Development District was held on **Wednesday, May 2, 2018 at 9:02 a.m.** at the Talavera Amenity Center, located at 18955 Rococo Road, Spring Hill, FL 34610.

Present and constituting a quorum:

Betty Valenti	<b>Board Supervisor, Chairman</b>
David Griffin	<b>Board Supervisor, Vice Chairman</b>
Brian Soldano	<b>Board Supervisor, Assistant Secretary</b>
Lee Thompson	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Angel Montagna	<b>District Manager; Rizzetta &amp; Company, Inc.</b>
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**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Montagna called the meeting to order and read the roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were no audience members present.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors Meeting held on April 4, 2018**

Ms. Montagna asked if there were any changes to the meeting minutes. There were none.

On a Motion by Ms. Valenti, seconded by Mr. Griffin, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' Meeting held on April 4, 2018 as presented for the Talavera Community Development District.

**FOURTH ORDER OF BUSINESS**

**Presentation of Minutes of the Audit Committee Meeting held on April 4, 2018**

Ms. Montagna presented the minutes of the Audit Committee meeting held on April 4, 2018.

44  
45 **FIFTH ORDER OF BUSINESS** **Consideration of the Operation &**  
46 **Maintenance Expenditures for March 2018**  
47

48 Ms. Montagna presented the Operation and Maintenance Expenditures for March 2018.  
49

On a Motion by Ms. Valenti, seconded by Mr. Thompson, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures for March 2018 (\$22,535.98) as presented for the Talavera Community Development District.

50  
51 **SIXTH ORDER OF BUSINESS** **Presentation of Landscape Report**  
52

53 Ms. Montagna presented the April landscape report to the Board. Discussion ensued  
54 regarding the replacement of 14 Red Cedars on Talavera Boulevard and sod replacement.  
55

56 **SEVENTH ORDER OF BUSINESS** **Presentation of Aquatics Report**  
57

58 Ms. Montagna presented the April aquatics maintenance report to the Board. There were  
59 no questions.  
60

61 **EIGHTH ORDER OF BUSINESS** **Consideration of a Board Supervisor**  
62 **Replacement**  
63

64 Ms. Montagna stated that Dan Waibel had resigned from the Board and asked if there was a  
65 nomination for a replacement for vacant seat #2. It was stated that Brady Lefere would be taking the  
66 vacant seat on the board but he wasn't present at today's meeting.  
67

68 **NINTH ORDER OF BUSINESS** **Administer Oath of Office to Newly**  
69 **Appointed Supervisor**  
70

71 This item was tabled.  
72

73 **TENTH ORDER OF BUSINESS** **Review of Form 1 and Sunshine Law**  
74

75 This item was tabled.  
76

77 **ELEVENTH ORDER OF BUSINESS** **Presentation of Fiscal Year 2018/2019**  
78 **Proposed Budget**  
79

80 Ms. Montagna presented the proposed budget for fiscal year 2018/2019. She reviewed the  
81 various line items. Discussion ensued various items including, landscape maintenance, maintenance  
82 coordinator, the set-up of internet, phone and Wi-Fi. Discussion also ensued regarding the  
83 playground inspection, mulch and moving forward with pool monitors.  
84

85 **TWELFTH ORDER OF BUSINESS** **Consideration of Resolution 2018-03,**  
86 **Approving Fiscal Year 2018/2019 Proposed**  
87 **Budget and Setting the Public Hearing on**  
88 **the Final Budget**  
89

90 Ms. Montagna presented and reviewed Resolution 2018-03, Approving Fiscal Year  
91 2018/2019 Proposed Budget and Setting the Public Hearing on the Final Budget.  
92

On a Motion by Mr. Thompson, seconded by Ms. Valenti, with all in favor, the Board of Supervisors approved Resolution 2018-03, Approving Fiscal Year 2018/2019 Proposed Budget and Setting the Public Hearing on the Final Budget (July 11, 2018 at 9:00 a.m. at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544) for the Talavera Community Development District.

93  
94 The board requested that their June 6<sup>th</sup> meeting be changed from 10:00 a.m. at Rizzetta's  
95 office to 6:00 p.m. at the Talavera Amenity center for a budget discussion.  
96

97 **THIRTEENTH ORDER OF BUSINESS** **Staff Reports**  
98

99 A. District Counsel  
100 Not present.

101  
102 B. District Engineer  
103 Not present.  
104

105 C. District Manager  
106 Ms. Montagna announced that the next regularly scheduled meeting will be held  
107 on Wednesday, June 6, 2018 at 6:00 p.m. **at the Talavera Amenity Center,**  
108 **located at 18955 Rococo Road, Spring Hill, FL 34610.**

109  
110 Ms. Montagna presented an agreement for pool monitoring services. Attached as  
111 (Exhibit "A"). Discussion ensued.  
112

On a Motion by Ms. Valenti, seconded by Mr. Soldano, with all in favor, the Board of Supervisors approved the contract for Amenity Services (pool monitoring) as presented for the Talavera Community Development District.

113  
114 **FOURTEENTH ORDER OF BUSINESS** **Supervisor Requests**  
115

116 Ms. Montagna asked if there any Supervisor requests. Ms. Valenti requested that District  
117 management contact Stepp's Towing to set up the towing process.  
118

119 **FIFTEENTH ORDER OF BUSINESS** **Adjournment**  
120

121 Ms. Montagna stated that if there was no further business to come before the Board then  
122 a motion to adjourn would be in order.  
123

On a Motion by Mr. Thompson, seconded by Mr. Griffin, with all in favor, the Board of Supervisors adjourned the meeting at 10:39 a.m. for the Talavera Community Development District.

124

125

126

127

  
Assistant Secretary

  
Chairman / Vice Chairman

# **Exhibit A**

## CONTRACT FOR PROFESSIONAL AMENITY SERVICES

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**DATE:** May 1, 2018

**BETWEEN:** RIZZETTA AMENITY SERVICES, INC.  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

**AND:** TALAVERA COMMUNITY DEVELOPMENT DISTRICT  
5844 Old Pasco Road  
Suite 100  
Wesley Chapel, Florida 33544

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

### **PURPOSE; SCOPE OF SERVICES:**

- I. The purpose of this contract for professional amenity services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional amenity services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract.

**A. STANDARD ON-GOING SERVICES.** The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include professional management and oversight to perform the services outlined in this Contract. These responsibilities include duties associated with managing the personnel, such as recruiting, hiring, training, oversight and evaluation. The Consultant will upon request, attend meetings in person or via phone to provide any updates or address concerns. The Consultant will be available to any board member for open and direct communications regarding any questions they may have;
- ii. **Personnel** - The Consultant shall provide the services of Seasonal Pool Attendants that will be assigned to the District. A general description of these positions is provided below:
  - a) **Pool Attendants:** Shall be employed seasonally as a part time, hourly position to oversee the pool area.

All persons performing the services as generally described above and as more specifically set forth in **Exhibit A** of this Contract, at the amenity facilities, will be employees of the Consultant. Consultant and the District each acknowledge and agree that persons performing services pursuant to this contract are not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise.

**B. RESPONSIBILITIES.** A detailed description of these services is provided in **Exhibit A** to this contract.

**C. TIME FRAME.** The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

**II. ADDITIONAL SERVICES.** In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to attendance at additional meetings, presentations, and vendor meetings or responses.

If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the Consultant.

**III. LITIGATION SUPPORT SERVICES.** Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.

**IV. TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Contract are firm and that the Consultant may change the prices only with the District's written consent. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

**V. FEES AND EXPENSES; PAYMENT TERMS.**

**A. FEES AND EXPENSES.**

i. A schedule of fees for the services described in Sections I, II, and III, of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto

and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.

- ii. The District agrees to pay Consultant in an amount equal to all Consultant's costs directly related to the personnel of the Consultant providing the services at the amenity facilities including: wages, benefits, applicable payroll-related tax withholdings, workers' compensation, payroll administration and processing, fees for background checks and drug testing.
- iii. Upon the execution of this contract, the District will provide a one-time operating deposit to the Consultant for use in paying salaries and related costs for personnel assigned and providing services to the District. This operating deposit is defined as one month of maximum total services costs.
- iv. Fees for the Standard On-Going Services in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses.
- v. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- vi. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage,

transportation/parking, lodging, postage, copies, and binding.

- vii. Fees for services to be billed on an hourly basis will be billed at the Consultant's current hourly rates at the time of the execution of this Contract, as set forth in **Exhibit B**. The hourly rate for the services may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Consultant's current hourly rates are shown in **Exhibit B** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

**B. PAYMENT TERMS.**

- i. **Standard On-Going Services.** Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- iii. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VI. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VII. **NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- VIII. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.
- IX. **RESPONSIBILITIES.**
  - A. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract.

Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

**B. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

**X. TERMINATION.** This Contract may be terminated as follows:

- A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written notice to Consultant at the address noted herein.
- B.** By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District at the address noted herein.
- C.** By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written notice of termination to the address noted herein.
- D.** Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

**XI. GENERAL TERMS AND CONDITIONS.**

- A.** All invoices are due and payable within thirty (30) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70, Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Hillsborough County, Florida.

- E. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- D. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- E. The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- F. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

## **XII. INDEMNIFICATION.**

**A. DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

**CONSULTANT INDEMNIFICATION.** The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

**B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**XIII. INSURANCE.**

- A. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B. The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
- i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
  - v. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
  - vi. Commercial Crime insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

- XIV. INDEPENDENT CONTRACTOR STATUS.** The Consultant and the District agree that the Consultant is and shall remain at all times an independent contractor. Neither the Consultant nor employees of the Consultant, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant, if there are any, in the performance of this Contract. It is further acknowledged that nothing herein will be deemed to create or establish a partnership or joint venture, express or implied, between the District and the Consultant. The Consultant has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District. The Consultant shall not have the authority to assume or create any obligation, express or implied, on behalf of the District and the Consultant shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Contract.
- XV. ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.
- XVI. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records 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 the Consultant 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 Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant 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 THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR**

**BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

- XVII. NOTICES.** All notices, requests, consents and other communications under this Contract ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

<b>If to the District:</b>	Talavera Community Development District 5844 Old Pasco Road, Suite 100 Tampa, FL 33578
<b>With a copy to:</b>	Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 (32301) P.O. Box 6526 Tallahassee, FL 32314 Attn: District Counsel
<b>If to the Consultant:</b>	Rizzetta Amenity Service, Inc. 3434 Colwell Avenue, Suite 200 Tampa, FL 33614
<b>With a copy to:</b>	Rizzetta & Company, Inc. 5844 Old Pasco Road, Suite 100 Wesley Chapel, Florida 33544 Attn: District Manager

Except as otherwise provided in this Contract, 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 Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. 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.

- XVIII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XIX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of

any of the provisions of this Contract.

- XX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XXI. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant 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 Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXIII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXIV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXV. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

- XXVI. EXPENSES RELATED TO FACILITY.** All purchases will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law.
- XXVII. FACILITY REVENUE.** The Consultant will remit any gross revenue derived from income generating services and programs to the District on a monthly basis, which revenue will be used to defray the operations and maintenance costs of the amenity facilities. The Consultant shall keep close accounting of all revenue and expenditures.
- XXVIII. TAX EXEMPT STATUS.** The parties agree that the amenity facilities will be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the amenity facilities will be remitted to the District and used to defray the public expense associated with operating and maintaining the amenity facilities consistent with the terms of this contract. The District agrees to pay any applicable ad valorem taxes.
- XXIX. NON-COMPETITION.** The District agrees for a period of one (1) year, from the termination or expiration of this contract, not to directly or indirectly solicit, employ, or contract with any individual employed by the Consultant in a managerial position at the amenity facilities.

*(Remainder of this page is left blank intentionally)*

Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA AMENITY SERVICES, INC.**

BY: \_\_\_\_\_

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Witness

**TALAVERA COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: *Amontagna*  
Secretary/Assistant Secretary  
Board of Supervisors

Angel Montagna  
Print Name

**Exhibit A** – Scope of Services  
**Exhibit B** – Schedule of Fees

**EXHIBIT A**  
Scope of Services

**STANDARD ON-GOING SERVICES:** These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

**MANAGEMENT:**

- A. Provide professional management and oversight to perform the services outlined in this contract.
- B. Upon request, attend meetings in person or via phone to provide any updates or address concerns.
- C. Be available to any board member for open and direct communications regarding any questions they may have.
- D. Managing the recruiting, hiring, training, oversight and evaluation of personnel.

**PERSONNEL:**

The Consultant shall provide the services of Seasonal Pool Attendants that will be assigned to the District. A general description of these positions is provided below:

**Pool Attendants:** Shall be employed seasonally as a part time, hourly position to oversee the pool area.

**RESPONSIBILITIES:**

The onsite management personnel will be responsible for the following services, a detailed description of these services is provided below:

- Ensure a presentable overall appearance of the pool area.
- Check Resident access cards.
- Monitor the guest and visitor policies.
- Full knowledge/awareness of all rules and regulations of the amenities. Including but not limited to operational hours, age restrictions and food / drink restrictions.
- Enforce the rules and regulations of the facility.
- Interaction with residents and guests on a day-to-day basis.
- Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
- Prepare any incident or accident reports and forward them appropriately.
- Empty trash receptacles.
- Restock paper products on restrooms.
- Sweeping the restrooms and foyer.

- Straiten chairs on pool deck.
- Report all vandalism or damaged property to District Manager immediately.
- Contact the District Manager with any maintenance issues.

**EXHIBIT B**  
Schedule of Fees

**Amenity Management Services** will be billed bi-weekly, payable each month pursuant to the following schedule for the period of **May 26, 2018 to September 3, 2018**:

**SERVICES (May 26, 2018 to September 3, 2018)**

**Part Time Personnel (36 hours per week for 15 weeks totaling hours 540)**

-Pool Attendants – 36 hours per week  
7 days per week – 1pm-6pm

Budgeted Personnel Total (1)	\$ 8,348.00
General Management and Oversight (2)	\$ 2,400.00
Operating Deposit (One-time fee) (3)	\$ 1,442.92
<b>Total Services Costs:</b>	<b>\$ 12,190.92</b>

(1). These budgeted costs reflect full personnel levels required to perform the services outlined in this contract. Personnel costs includes: All direct costs related to the personnel for wages, benefits (Full Time only), applicable payroll-related taxes, workers' compensation, payroll administration and processing, background checks and drug testing.

(2). General Management and Oversight: The costs associated with Rizzetta Amenity Services, Inc.'s expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.

(3). Operating Deposit: A one-time deposit required for use in paying salaries and related costs for personnel assigned and providing services to the District. This operating deposit is defined as one month of maximum total services costs.

The District shall be responsible for any of the following costs associated with the operation of the amenity facilities:

**Uniforms:** Personnel shall wear community specific shirts provided by the District if required.

**Cell Phone:** Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

**Office Equipment:** Personnel will require a dedicated computer, printer and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

**Mileage Reimbursement:** Personnel shall receive mileage reimbursement incurred while performing the District's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.

**ADDITIONAL AND LITIGATION SUPPORT SERVICES:**

Additional and Litigation Support services will be billed hourly pursuant to the current hourly rates shown below:

<b>Job Title:</b>	<b>Hourly Rate:</b>
Principal	\$300.00
Vice President	\$250.00
Chief Financial Officer	\$250.00
Director	\$225.00
Information Technology Manager	\$225.00
Regional District Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Clubhouse Manager	\$175.00
Senior Helpdesk Support Engineer	\$175.00
Financial Analyst	\$150.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Community Association Coordinator	\$100.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Accounting Clerk	\$ 85.00
Administrative Assistant	\$ 85.00