



***ASTURIA  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Regular Meeting***

***Monday  
December 19, 2022  
6:00 p.m.***

***Location:  
Asturia Clubhouse,  
14575 Promenade Parkway  
Odessa, FL 33556***

***Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.***

# Astoria

## Community Development District

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### Development Planning and Financing Group

250 International Parkway, Suite 208  
Lake Mary FL 32746  
321-263-0132

Board of Supervisors  
**Astoria Community Development District**

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Astoria Community Development District is scheduled for **Monday, December 19, 2022, at 6:00 p.m.** at the **Astoria Clubhouse, 14575 Promenade Parkway Odessa, FL 33556.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-285 or [tdobson@dpfgmc.com](mailto:tdobson@dpfgmc.com). We look forward to seeing you at the meeting.

Sincerely,

*Tish Dobson*

Tish Dobson  
District Manager

Cc: Attorney  
Engineer  
District Records

District: **ASTURIA COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Monday, December 19, 2022  
Time: 6:00 PM  
Location: Astoria Clubhouse, 14575  
Promenade Parkway Odessa, FL  
33556

Call-in Number: +1 (929) 205-6099

Meeting ID: 913 989 9080

Passcode: 842235

Zoom Link:

<https://vestapropertyservices.zoom.us/j/9139899080?pwd=aFdWVzFxb3Y0L2w4eG9VTnZRakl0UT09>

### ***Revised Agenda***

**I. Call to Order**

**II. Audience Comments** – *(limited to 3 minutes per individual for agenda items)*

**III. Staff Reports**

A. Landscape & Irrigation

1. **Consideration of Red Tree Landscaping Contract Renewal** [Exhibit 1](#)
2. **Consideration of Red Tree Mulch Installation Proposal - \$16,500.00** [Exhibit 2](#)

B. Field Inspections Report & District Manager Report – *To Be Distributed*

C. Aquatic Services Report

D. District Engineer

E. District Counsel

F. Land Use Counsel

1. **Consideration of Resuming Chapter 164 Dispute Resolution Process**

**IV. Consent Agenda**

A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held November 29, 2022 [Exhibit 3](#)

B. **Consideration for Approval – The November 2022 Unaudited Financial Statements** [Exhibit 4](#)

C. **Consideration of Operation and Maintenance Expenditures for November 2022** [Exhibit 5](#)

D. **Ratification of Agreement with ADP** [Exhibit 6](#)

**V. Business Items**

A. Consideration of Reserve Study Proposal Options [Exhibit 7](#)

1. Florida Reserve Study & Appraisal - \$6,000.00
2. Community Advisors, LLC - \$5,900.00
3. Custom Reserves - \$3,900.00

**V. Business Items – continued**

- B. Consideration of Board of Supervisors Payroll Processing [Exhibit 8](#)
- C. Consideration of Sniffen & Spellman, P.A. Labor & Employment Legal Representation [Exhibit 9](#)
- D. Consideration of IT Proposals
- E. Discussion of Engineering RFQ
- F. Discussion Regarding Terms of Maintenance Personnel Employment
- G. Discussion of Independent Contractor’s Agreement w/ Commission

**VI. Audience Comments** *(limited to 3 minutes per individual for non-agenda items)*

**VII. Supervisors’ Requests**

**VIII. Action Items Summary**

**IX. Next Month’s Agenda Items**

**X. Next Meeting Quorum Check: January 10<sup>th</sup> Workshop, 6:00 PM**

Jon Tietz	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Glen Penning	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Jacques Darius	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Marie Pearson	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Susan Coppa	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO

**XI. Adjournment**

# EXHIBIT 1

**ASTURIA COMMUNITY DEVELOPMENT DISTRICT  
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

**THIS AGREEMENT (“Agreement”)** is made and entered into effective the 28th day of December 2021, by and between:

**ASTURIA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in Pasco County, Florida, whose mailing address is **210 N University Drive, Suite 702, Coral Springs, Florida 33071** (“**District**”); and

**REDTREE LANDSCAPE SYSTEMS, LLC**, a Florida limited liability company, whose principal address is 5532 Auld Lane, Holiday, Florida 34690 (“**Contractor**,” and collectively with the District, “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

**WHEREAS**, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with the terms, specifications, and representations set forth in *Contractor’s Landscape & Irrigation Maintenance Services Proposal*, dated November 9, 2020 (“**Contractor’s Proposal**”), the entirety of which is attached hereto as **Exhibit E** and incorporated herein by reference, which proposal was formally submitted to the District and upon which the District determined to enter into this Agreement with Contractor;

**WHEREAS**, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with its proposal submitted to the District;

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.
2. **CONTRACTOR OBLIGATIONS.**
  - a. *Scope of Services.* The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** (“**Work**”). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** is the District’s

best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price. The pricing shall be pursuant to and in accordance with the lump sums, quantities, unit prices, and other pricing information as more specifically set forth in that certain section of Contractor's Proposal titled **Part IV – Pricing**, which section is attached hereto as **COMPOSITE EXHIBIT B**, and incorporated herein by reference ("**Contractor's Pricing Proposal Form**"). The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

- b. **Acceptance of Site.** As evidenced by Contractor's execution of this Agreement, Contractor hereby expressly acknowledges and agrees that, prior to submission of Contractor's Proposal as well as prior to executing this Agreement, Contractor was, to Contractor's full satisfaction, able to inspect the subject property site, including but not limited to, all designated maintenance areas, existing landscape materials, and irrigation system components, and that Contractor has identified and sufficiently documented to Contractor's full satisfaction any conditions and items and/or areas of issue or concern which Contractor was aware or reasonably should have been aware as of the date of execution hereof. Notwithstanding the above, Contractor shall have a period of thirty (30) days from the effective date of this Agreement to perform a complete audit of the entire irrigation system in accordance with **Part IV, Irrigation**, of **EXHIBIT A** ("Irrigation Audit"). Subject only to those items reasonably identified pursuant to such Irrigation Audit, by execution hereof, Contractor expressly acknowledges Contractor's reasonable acceptance of any and all other conditions thereof existing as of the effective date of this Agreement which reasonableness shall be determined based on generally accepted industry standards. Contractor represents and warrants that the pricing set forth in **COMPOSITE EXHIBIT B** hereto fully and adequately accounts for any such conditions existing as of the effective date of this Agreement,

Contractor's acceptance of the subject property on an "as-is" basis, and the District will not be invoiced for or otherwise incur any additional costs in order to correct, repair, replace or otherwise address conditions which Contractor was aware or reasonably should have been aware at the time of executing this Agreement. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold/freeze, storm or wind damage, incurable or uncontrollable diseases, damage due to vandalism, or insufficient water to the site due to circumstances outside of Contractor's control. Contractor shall immediately notify the District in the event there is insufficient water to the site and use reasonable efforts to mitigate potential loss of plant materials resulting therefrom. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

- c. ***Manner of Contractor's Performance.*** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. ***Discipline, Employment, Uniforms.*** Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- e. ***Scheduling.*** In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to



make up Rain Days with prior notification to, and approval by, the District Representatives (defined herein).

- f. ***Protection of Property.*** Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the satisfaction of the District.
  
- g. ***Reporting Services & Deficiencies.*** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. The District hereby designates the District's Field Services Manager and the District Manager to act as the District Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

Contractor shall provide to District 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. Contractor agrees to meet with a District Representative as reasonably requested by the District (typically within five (5) calendar days of any such request by the District) to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District Representative will compile a list of landscape related items and/or deficiencies ("Field Inspection Report") that should be performed and/or remedied by Contractor before the next walk through or such other time as may be designated in writing. Contractor shall be required to respond in writing to each such Field Inspection Report within the specified amount of time as reasonably requested by the District (typically within seven (7) calendar days) explaining what actions shall be taken to remedy the deficiencies identified in each such Field Inspection Report respectively. In the event Contractor fails to timely respond: (1) upon the first offense, Contractor may be issued a written warning; (2) upon the second offense, Contractor may be issued a second written warning and the Board of Supervisors for the District shall be notified of Contractor's failure to timely respond as required by this Agreement; and, (3) upon the third offense, the District may, in District's sole discretion, elect to terminate this Agreement for cause in accordance with Section 4 hereof. Should Contractor fail to remedy any such deficiencies to the District's reasonable satisfaction within the designated time period indicated in

Contractor's written response to any such Field Inspection Report, respectively (and in no event after more than thirty (30) calendar days), the District reserves the right to subcontract out any such work reasonably necessary to remedy such deficiencies and to withhold the cost of such work from Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. Notwithstanding anything contained herein which may interpreted to the contrary, any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

Contractor agrees to provide written notice to the District not less than seven (7) calendar days in advance in the event it is necessary for any such inspection to be rescheduled. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor is responsible for conducting a weekly inspection of all maintenance areas which are the subject of this Agreement. Contractor shall provide the District Representative(s) with a written summary of the Work performed during the immediately preceding week which summary shall include notification of any problem areas. Finally, Contractor agrees to attend all meetings of the District's Board of Supervisors as may be reasonably requested.

- h. ***Compliance with Laws.*** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall 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 any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.
- i. ***Safety.*** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.

- j. ***Environmental Activities.*** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.
  - k. ***Payment of Taxes; Procurement of Licenses and Permits.*** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements.
  - l. ***Subcontractors.*** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
  - m. ***Independent Contractor Status.*** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, 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 Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
3. **COMPENSATION; TERM.** Work under this Agreement shall begin on the date first written above and continue for a period of one (1) year ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. Following the Initial Term, the District shall have the option to renew this Agreement pursuant to the same terms and dollar amounts hereof for two (2) additional one (1) year terms.
- a. ***Compensation.*** The District agrees that Contractor shall be eligible to be compensated in a maximum total annual amount not-to-exceed One

Hundred Sixty-Eight Thousand Nine Hundred Dollars and No Cents (\$168,900.00) provided Contractor is awarded and performs all possible services contemplated pursuant to Parts 1 -6 of the Scope of Services as more specifically detailed in **EXHIBIT A** hereto. Notwithstanding the foregoing, the Parties expressly acknowledge and agree that the Work performed hereunder shall be invoiced and paid in accordance with and pursuant to this Section 3.a., as follows:

- i. ***Scope of Services, Parts 1 – 4.*** As compensation for Parts 1 – 4 (as defined in **EXHIBIT A**) of the Work, the District agrees to compensate Contractor a total annual amount not to exceed Ninety-Five Thousand Six Hundred Ten Dollars and No Cents (\$95,610.00) in accordance with the amounts, quantities, and unit prices set forth in **Parts 1 - 4**, respectively, as more specifically set forth in **COMPOSITE EXHIBIT B**. Such total annual not to exceed amount shall be invoiced and payable as follows: (1) for Parts 1 and 4 of the Work, Contractor shall invoice the District in equal monthly installments in the amount of Eleven Thousand Two Hundred Eighty-Four Dollars and Fifty-Eight Cents (\$11,284.58); and (2) for Parts 2 and 3 of the Work, Contractor shall invoice the District for such actual Work rendered in accordance with the respective amounts, quantities, and unit prices specified in **COMPOSITE EXHIBIT B**.
- ii. ***Scope of Services, Part 5.*** As compensation for Part 5 (as defined in **EXHIBIT A**) of the Work, Contractor shall be compensated up to a total annual amount not to exceed Twenty-Four Thousand Seven Hundred Fifty Dollars and No Cents (\$24,750.00) provided all pine bark mulch installations and all mulch top-dressings are awarded to and performed by Contractor. Contractor shall not perform any Work under such Part 5 without the prior written approval of the District. Contractor shall invoice the District for any such Work at the time such Work is performed pursuant to and in accordance with the amounts, measurements, quantities, and unit prices set forth in **Part 5** of **COMPOSITE EXHIBIT B**.
- iii. ***Scope of Services, Part 6.*** As compensation for Part 6 (as defined in **EXHIBIT A**) of the Work, Contractor shall be compensated up to a total annual amount not to exceed Eleven Thousand Three Hundred Forty Dollars and No Cents (\$11,340.00) provided all four (4) 3-month annual flower installation rotations of 1,890 four-inch (4”) annuals are awarded to and performed by Contractor. Contractor shall not perform any Work under such Part 6 without the prior written approval of the District. Contractor shall invoice the District for any such Work at the time such Work is

performed pursuant to and in accordance with the amounts, quantities, and unit prices as more specifically set forth in **Part 6 of COMPOSITE EXHIBIT B.**

- iv. **Scope of Services, Phase 4.** As compensation for the additional services area known as Phase 4, Contractor shall be compensated up to total annual amount not to exceed Thirty-Seven Thousand Two Hundred Dollars and No Cents (\$37,200.00) as set forth in Contractor's Phase 4 service area proposal at **COMPOSITE EXHIBIT B.**
  - v. Contractor shall provide all labor, materials, and equipment necessary to complete the Work. Any and all additional work or services, respective compensation therefore, and/or any other increased or additional costs regardless of type, amount, or basis therefore, shall be strictly governed by Section 3.c. of this Agreement.
- b. **Additional Work.** Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT D.** The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's bid pricing (attached as part of **COMPOSITE EXHIBIT B.**) Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- c. **Payments by District.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for 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. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

- d. ***Payments by Contractor.*** Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in section 2.h. of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall 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.

On a default by Contractor, the District may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, the District further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

## 5. INSURANCE.

- a. ***Insurance Required.*** Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- b. ***Types of Insurance Coverage Required.*** The Contractor shall maintain throughout the term of this Agreement the following insurance:
  - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
  - ii. Employer's Liability Coverage with limits of at least \$500,000 per accident or disease.
  - iii. Commercial General Liability Insurance covering liability for, among other things, bodily injury, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
  - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for

property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.
  
- c. ***Additional Insureds.*** All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its Supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its Supervisors, officers, staff, agents, employees, and representatives.
  
- d. ***Sub-Contractors.*** Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
  
- e. ***Payment of Premiums.*** The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
  
- f. ***Notice of Claims.*** Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
  
- g. ***Failure to Provide Insurance.*** The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.



**6. INDEMNIFICATION.**

- a. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives.
- b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants limitations on liability contained in section 768.28, Florida Statutes or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.
- d. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- e. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Agreement.

7. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- a. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms ("**Requisitions**") for all materials to be directly purchased by the District.

- c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- d. The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- h. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

8. **MISCELLANEOUS PROVISIONS.**

- a. ***Default & 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 for breach of this Agreement, 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 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.
- b. ***Custom & Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in

any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

- c. ***E-Verify Requirements.*** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
- d. ***Successors.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.
- e. ***Assignment.*** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.
- f. ***Headings for Convenience.*** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

- g. **Agreement.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the **EXHIBITS**, this document shall control.
- h. **Attorney's Fees.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.
- i. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.
- j. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- k. **Notices.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

**A. If to District:** Asturia CDD c/o Inframark  
 210 N University Drive  
 Suite 702  
 Coral Springs, FL 33071  
 Attn: District Manager

**With copy to:** KE Law Group, PLLC  
 2016 Delta Boulevard, Suite 101  
 Tallahassee, Florida 32303  
 Attn: District Counsel

**B. If to Contractor:** RedTree Landscape Systems, LLC  
 5532 Auld Lane  
 Holiday, Florida 34690  
 Attn: Peter Lucadano, CEO

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

- l. ***Third Party Beneficiaries.*** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.
- m. ***Controlling Law & Venue.*** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Pasco County, Florida.
- n. ***Public Records.*** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement are public records and will be treated as such in accordance with Florida law. In particular, Contractor agrees to comply with all applicable public records laws, including but not limited to Section 119.0701, Florida Statutes, the provisions of which are expressly incorporated by reference herein.
- o. ***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.
- p. ***Arm's Length Transaction.*** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The

District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. 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.

- q. ***Signatures.*** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Moreover, electronic records of signatures shall constitute original signatures for all purposes.

***[Signature Page Follows]***

**IN WITNESS WHEREOF**, the Parties execute this Agreement as set forth below effective the 28th day of December, 2021.

**ATTEST:**

\_\_\_\_\_  
Secretary/Assistant Secretary


**ASTURIA COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Jonathan Tietz, Chairperson

**ATTEST:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**RED TREE LANDSCAPE SYSTEMS, a  
Florida limited liability company**

  
\_\_\_\_\_  
By: Peter Lucadano  
Its: CEO

**EXHIBIT A:** *Scope of Services*

**COMPOSITE EXHIBIT B:** *Contractor's Pricing Proposal Form (Consisting of 9 Pages) and Contractor's Proposal for Additional Services Area – Phase 4 (Consisting of 1 Page)*

**EXHIBIT C:** *Depiction of Landscape Maintenance Areas (Consisting of 1 Page)*

**EXHIBIT D:** *Form of Additional Services Order Form*

**EXHIBIT E:** *Contractor's Proposal, dated November 6, 2020 (Consisting of 105 Pages)*

**EXHIBIT A  
SCOPE OF SERVICES**

**PART 1**

**GENERAL LANDSCAPE MAINTENANCE**

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

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Celebration Bermudagrass is best at 1 ¼” height and Zoysia is best at 1” – 2”. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at anyone mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn if no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clock direction. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

**1A) POND MOWING** - All ponds identified as such on the overall Asturia Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances, water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to



four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks and/or use mulching mowing decks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

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

**AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.**

**3) TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage

from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be “hat racked” at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Asturia. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA. THIS IS TRUE FOR TREE & SHRUB MATERIAL IN ADDITION TO GRASSY MATERIAL.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. **Fruit pods shall be removed prior to development.** Tarpaulins shall be used in areas

where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

**4) WEEDS AND GRASSES** – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre-& post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED. NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT’S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).**

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

**5) MAINTENANCE OF PAVED AREAS** – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curb line expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks. All drains (including pool deck drains\trench drains) shall remain free of debris so that runoff and stormwater flow is maintained.

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

7) **REPLACEMENT OF PLANT MATERIAL** – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

**PART 2**

**FERTILIZATION**

Any fertilizer ordinance in place for Pasco County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF PASCO COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything between a line east-west through Ocala and another line east-west from Tampa to Vero Beach.) Only use turf types present on maintenance map.

**All Bahia Areas:**

March	A complete fertilizer based on soil tests + Pre-M
April	A second application of a Pre-M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	FE ferrous sulfate (2oz/3-5-gal water/1000 sq. ft.)
October	A complete fertilizer based on soil tests + Pre-M

**All St. Augustine Sod:**

February	A complete fertilizer based on soil tests + Pre-M
March	A second application of a Pre-M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	FE ferrous sulfate (2oz/3-5-gal water/1000 sq. ft.)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre-M

**All Bermuda Sod:**

March	A complete fertilizer based on soil tests + Pre-M
April	A second application of a Pre-M

April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	A complete fertilizer based on soil tests
August	FE ferrous sulfate (2oz/3-5-gal water/1000 sq. ft.)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + Pre-M

**ALL Zoysia Sod:**

Mar	A complete fertilizer based on soil tests + Pre-M
Apr	A second application of a Pre-M
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
Oct	A complete fertilizer based on soil tests + Pre-M

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

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

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

**SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

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

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

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

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

**PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

**Fertilizer shall not be billed equally on a monthly basis but invoiced the month after application.**

**CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity.** Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

## PART 3

### PEST CONTROL

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

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

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

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

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

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



**Fire Ant Control:** Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas of the community. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

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

**Pest Control shall be included in the Contract Amount.**

## PART 4

### IRRIGATION SYSTEM MONITORING AND MAINTENANCE

**Irrigation System.** Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property. A monthly irrigation inspection report will be turned in to the designated District representative. This report shall include quantities of heads replaced due to normal wear and tear, as well as heads replaced due to mowing/pruning operations. There are some areas on site that do not have irrigation. The contractor shall be responsible for the hand watering of these areas in order to provide adequate water for the turf or plantings. Areas shall include all existing irrigation systems to date.

These inspections shall include:

#### A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit
7. All batteries for battery operated valves shall be replaced throughout the year as needed

#### B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities **weekly**; inform District Representative of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable
4. Water from irrigation system shall be tested one (1) time per year to assure proper fertilization programs and pH adjustment programs are in place at no additional charge
5. Test automatic protection devices

#### C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety
2. Clean and raise heads as necessary at no additional charge
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes
5. Irrigation schedules shall be provided to the designated District representative, and must comply with current regulations and restrictions

#### D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations
5. Contractor shall monitor the irrigation systems and submit all reports and data required by SWFWMD with regard to the Consumptive Use Permit (as applicable)

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid. Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned, and repaired, as necessary. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management, or their assign prior to making such repair.

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

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

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Pasco County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and

plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

**Freeze Protection.** The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

## PART 5

### INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade “A” Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

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

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3” & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch “volcanoes” around tree trunks shall be corrected immediately at no additional cost to Owner.

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

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

**This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.**

**The District reserves the right to subcontract out any and all mulching events.**

## PART 6

### ANNUAL INSTALLATION

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace approximately **1,890** annuals in 4” pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to approve. Vendor shall provide annual flower choices. Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, but in no case longer than two weeks, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Mar., June, Sept. and Dec.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular deadheading, necessary soil adjustments, soil additives, fungicides, and **monthly slow-release** nutritional requirements **at no additional cost to District.** Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) **at no additional cost to District,** a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each change out throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1” thick. **All this shall be provided at no additional cost to the District.**

**This item will not be included in the contract amount. Contractor shall provide a price per 4” plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.**

**The District reserves the right to subcontract out any and all annual installation events.**

*[End of Exhibit A – Scope of Services]*

**COMPOSITE EXHIBIT B  
CONTRACTOR'S PRICING PROPOSAL FORM<sup>1</sup>**

**PROPOSAL FORM  
PART IV PRICING**

*NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the two potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.*

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials, and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**PART 1**

**General Landscape Maintenance** \$ 105,000.00 /Year

**Storm Cleanup** \$ 45.00 /HR

**Freeze Protection** (description of ability) the evening before a freeze, contractor will cover all designated seasonal color with burlap and remove the next morning.

\$ 250.00 /application (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application)

**Hand Watering**

\$ 30.00 /HR for employee with hand-held hose

\$ 250.00 /HR for water truck/tanker

*These prices are informational only and NOT to be included in General Landscape Maintenance Cost*

**PART 2**

**Fertilization (All labor and materials)** \$ 9,600.00 /Year  
(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year) **ONLY USE PLANT TYPE SECTIONS THAT APPLY TO THIS PROPERTY.**

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fertilizer + Pre-M	1 lb/ 1000	as needed	\$480.00
April	second application of Pre-M	1 lb/ 1000	as needed	\$480.00
April	Soluble Nitrogen	.5 lbs / 1000	as needed	\$480.00

<sup>1</sup> Please note that for the limited purpose of ease of reference, this Exhibit B consists only of that certain portion titled Part IV, Pricing, of *Contractor's Proposal*, dated November 9, 2020, the complete copy of such proposal which is attached to this Agreement as Exhibit E and incorporated in entirety herein by reference.  
Exhibit B – Contractor's Pricing Proposal Form (Consisting of 9 Pages)

BAHIA cont.				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
June	Slow Release Nitrogen	1 lb / 1000	as needed	\$480.00
August	Ferrous Sulfate	2 Oz.3-5 gal water / 1000	as needed	\$480.00
October	Complete fertilizer + Pre-M	1 lb / 1000	as needed	\$480.00

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	Complete fertilizer + Pre-M	1 lb/ 1000	as needed	\$480.00
March	second application of Pre-M	1 lb/ 1000	as needed	\$480.00
April	Soluble Nitrogen	5 lbs / 1000	as needed	\$480.00
May	Slow Release Nitrogen	1 lb / 1000	as needed	\$480.00
July	Ferrous Sulfate	2 Oz.3-5 gal water / 1000	as needed	\$480.00
August	Slow Release Nitrogen	1 lb / 1000	as needed	\$480.00
October	Complete fertilizer + Pre-M	1 lb/ 1000	as needed	\$480.00

BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION



ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	complete fertilizer	4-6 lbs / 1000	as needed	\$480.00
June	complete fertilizer	4-6 lbs / 1000	as needed	\$480.00
October	complete fertilizer	4-6 lbs / 1000	as needed	\$480.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-2P2O5-12K2O+4Mg	1 1/2 lbs / 100	as needed	\$480.00
June	8N-2P2O5-12K2O+4Mg	1 1/2 lbs / 100	as needed	\$480.00
September	8N-2P2O5-12K2O+4Mg	1 1/2 lbs / 100	as needed	\$480.00
November	8N-2P2O5-12K2O+4Mg	1 1/2 lbs / 100	as needed	\$480.00

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

### PART 3

**Pest Control** (All labor and materials)

5,100.00  
\$ \_\_\_\_\_ /Year  
(If entire pesticide allowance is  
required) \*

\* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials) \$ 850.00 /YR.  
 (based on your recorded quantities below)

**(OTC injections per specs - do not include in Grand Total)**

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)
All requiring OTC				

**The District reserves the right to subcontract out any and all OTC Injection events.**

<p><b><u>Application of Top Choice for annual treatment of Fire Ants</u></b></p> <p>For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services.                  \$ 3,500.00 / Year</p> <p><b>Top Choice application will be performed at the sole discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)</b></p>
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**PART 4**

**Irrigation** (All labor and materials)

\$ 12,000.00 /Year

<p>Freeze Protection (description of ability) <u>drainage of system and proper insulation of overground pump components</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>\$ <u>250.00</u> /application <b><u>(do not include in Irrigation Total or Grand Total)</u></b></p> <p>After hours emergency service hourly rate \$ <u>65</u> /HR. (i.e. broken mainlines, pump &amp; wells, etc.)</p> <p><b><u>Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.</u></b></p>
--

**PART 5**

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

300 CY Grade "A" Medium Pine Bark Mulch per specs for the first top-dressing at \$ 45.00 /CY (October Application)

And

250.00 CY Grade "A" Medium Pine Bark Mulch per specs for the second top-dressing at \$ 45.00 /CY (April Application)

Installation of Grade "A" Medium Pine Bark Mulch \$ 24,750.00 /YR  
(This is the total cost if both topdressings are performed - **do not include in Grand Total**)

Each top-dressing shall leave all beds with a depth of 3" after compaction  
**The District reserves the right to subcontract any mulching event to an outside vendor**

**PART 6**

**Annual Installation** (All labor and materials)

Contractor shall install 1,890 (4") annuals four (4) times per year **per specs** at the direction of the District at \$ 1.50 /annual. \$ 2,835.00 /rotation

\$ 11,340.00 /YR (based on four (4) rotations) **(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor.**

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ 131,700.00 /YR

FIRST ANNUAL RENEWAL \$ 131,700.00 /YR\*  
SECOND ANNUAL RENEWAL \$ 131,700.00 /YR\*

\*Unless prices are to remain the same throughout the initial contract term and each of the two possible annual renewal periods, the Proposer must supply a complete pricing form for each of the four possible annual renewal periods.

Contractor/Firm Name RedTree Landscape Systems, LLC

Firm Address 5532 Auld Lane

City/State/Zip Holiday, FL 34690

Phone Number (727) 919-3915 Fax Number \_\_\_\_\_

Name and Title of Representative Peter Lucadano, CEO

Representative's Signature \_\_\_\_\_ (Please Print)

Date November 6, 2020

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

- 1. November 5, 2020 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

Dated this 6th day of November, 2020

**LANDSCAPE AND IRRIGATION MAINTENANCE  
RATES FOR ADDITIONAL SERVICES**

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

A.	Mowers w/operator	\$ 35.00	Hour
B.	Bush-Hog w/operator	\$ 75.00	Hour
C.	Tractor w/operator	\$ 75.00	Hour
D.	Supervisor with Transportation	\$ 50.00	Hour
E.	Laborer with hand equipment	\$ 40.00	Hour
F.	Truck w/driver	\$ 60.00	Hour
G.	Irrigation Tech	\$ 60.00	Hour
H.	Granular Pesticide Applicator Person with Drop Spreader	\$ 60.00	Hour
I.	Liquid Pesticide Applicator Person with Spray Truck	\$ 75.00	Hour
J.	Granular Fertilizer Applicator Person with Drop Applicator	\$ 60.00	Hour
K.	Liquid Fertilizer Applicator Person with Spray Truck	\$ 75.00	Hour
L.	Granular Weed Control Applicator Person with Drop Applicator	\$ 60.00	Hour
M.	Liquid Weed Control Applicator Person with Spray Truck	\$ 75.00	Hour
N.	Laborer for Additional Trash Pick-Up	\$ 35.00	Hour
O.	Lump Sum Mowing <sup>(1)</sup> , entire community	\$ 2,500.00	Per Mow

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

### EMERGENCY CLEAN-UP SERVICES

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

A.	Debris removal personnel unit costs:		
	general laborer	\$ 35.00	per Hour
	supervisor	\$ 45.00	per Hour
	tree specialist	\$ 75.00	per Hour
B.	Debris removal equipment unit costs:		
	general laborer	\$ 50.00	per Hour
	Supervisor	\$ 75.00	per Hour
	tree specialist	\$ 100.00	per Hour
C.	Other emergency/disaster related unit costs:		
	tree work	\$ 300.00	per Hour
	irrigation repair	\$ 75.00	per Hour
	watering truck	\$ 150.00	per Hour

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

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of:

RedTree Landscape Systems, LLC ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 6th day of November, 2020.

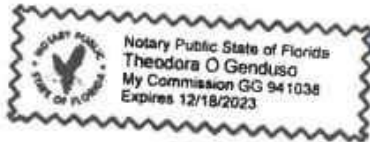
Proposer: RedTree Landscape Systems, LLC

By: [Signature]

Title: Peter Lucadano, CEO

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of November, 2020, by Peter Lucadano, as CEO of RedTree Landscape Systems, LLC, on its behalf. He/She  is personally known to me or  produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public, State of Florida

Personally Known

OR Produced Identification

Type of Identification \_\_\_\_\_

## CONTRACTOR'S PROPOSAL FOR ADDITIONAL SERVICES AREA – PHASE 4

Matthew:

Good morning to you! I hope that you had a great weekend. My apologies for not acknowledging and thanking you for your response sooner - I was having a slight problem with my e-mails and for some reason your e-mail did not come in as "unread." Thank you for your response!

FYI, the Chairman of the CDD Board reached out to me last week and asked us to proceed with starting due to non-communication from LMP. We performed property-wide mowing and detailing on Friday (10/15) and Monday (10/18) and we were able to resolve many of the stated grounds maintenance concerns on the property during that rotation.

**The monthly maintenance price for the addition of Phase 4 would be \$3,100.00 per month.**

Would you and I be working together to formalize the new agreement?

Thank you, and have a great day!

Respectfully,



**Peter Lucadano**

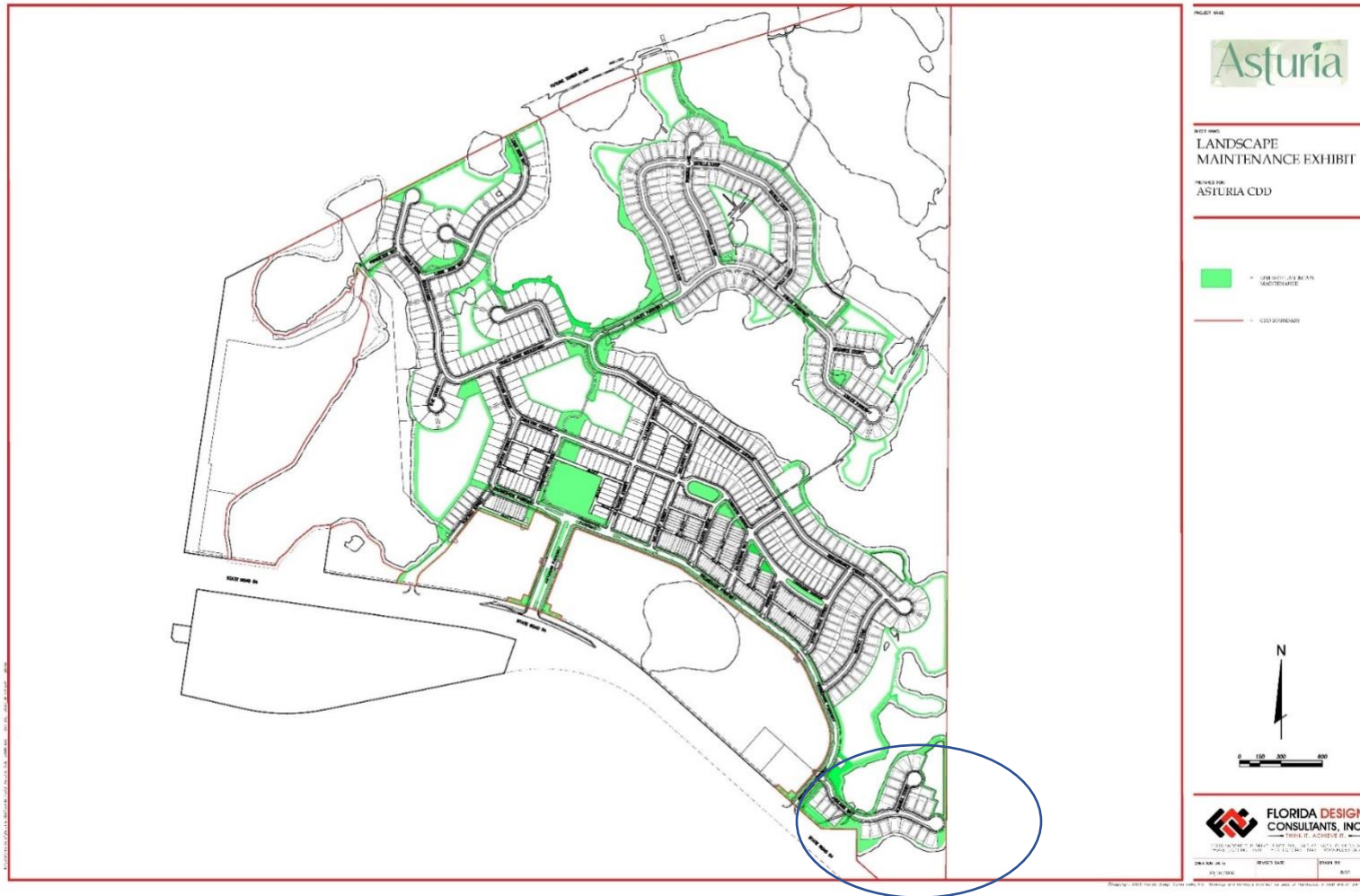
CEO / Owner

727-919-3915

[peteluke@redtreelandscape.systems](mailto:peteluke@redtreelandscape.systems)



**EXHIBIT C**  
**DEPICTION OF LANDSCAPE & IRRIGATION MAINTENANCE AREAS<sup>2</sup>**



<sup>2</sup> For the avoidance of doubt, please note that while the general area within the oval shown above is reflected within Exhibit C hereto, as of the effective date of this Agreement, landscape and irrigation improvements have not yet been installed within such general area. Accordingly, maintenance services for such area are not currently reflected in or contemplated by Contractor's Proposal attached to this Agreement as Exhibit E and incorporated herein by reference.

**EXHIBIT D  
Form of Additional Services Order Form (“ASO”)**

**\*\*\*FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM\*\*\*  
-Contact District Manager For Finalized Form-**

Date: MM/DD/YYYY  
 ASO #: 01

Contractor's Name: \_\_\_\_\_  
 Project Manager: \_\_\_\_\_ District Manager: Bob Nanni  
 Project Manager's Email: \_\_\_\_\_ District Manager's Email: bob.nanni@rizzetta.com  
 Contractor's Address: \_\_\_\_\_  
 District Address: 2654 Cypress Ridge Blvd, Suite 101  
 Wesley Chapel, FL 3354433544  
 Contractor's Phone: \_\_\_\_\_ District Phone: 813-991-1116  
 Contractor's Facsimile: \_\_\_\_\_

Item #	Item Description	Unit	Unit Cost	Quantity	Total
1			\$0.00	0.00	\$0.00
2			\$0.00	0.00	\$0.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00

Net Change: \$0.00

Amount This ASO:	\$0.00
ASO Amount To Date:	\$0.00
Original Agreement Amount:	\$0.00
<b>Revised Agreement Amount:</b>	<b>\$0.00</b>

Reason for Additional Services Order, Please Explain:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional Specifications:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting

terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.


Original Agreement: Asturia Community Development District – Landscape & Irrigation Maintenance Services Agreement dated as of \_\_\_\_\_, 2021

Signed & Dated: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Order to be effective as of the later of the two dates set forth below.

**OWNER:**

**ASTURIA COMMUNITY DEVELOPMENT DISTRICT,**  
a local unit of special-purpose government

**By:** 

**Name:** Jonathan Tietz

**Title:** Asturia CDD Chairman

**Date:** 07/26/2022

**CONTRACTOR:**

**REDTREE LANDSCAPE SYSTEMS, LLC,** a Florida limited liability company

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT E**  
**CONTRACTOR'S PROPOSAL, DATED NOVEMBER 9, 2020**  
*(Complete Proposal Package – Consisting of 53 Pages Exclusive of This Cover Page)*

# EXHIBIT 2



*The New Standard in Landscape Maintenance*

**1.888.RED.TREE**

www.redtreelandscape.com

5532 Auld Lane, Holiday FL 34690

## MULCH INSTALLATION PROPOSAL

FOR

**ASTURIA CDD**

Attention: Tish Dobson - District Manager

December 16, 2022

### Scope of Work

- Installation of (250) cubic yards of mini pine bark mulch.
- Includes materials, sales tax, shipping and equipment fees.

**(300) cubic yards X \$55.00 per yard: \$16,500.00**

\_\_\_\_\_  
Authorized Signature to Proceed

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date of Authorization

Proposal submitted by Peter Lucadano – CEO / Owner & ISA Certified Arborist  
[peteluke@redtreelandscape.com](mailto:peteluke@redtreelandscape.com) / Cell phone: (727) 919-3915

# EXHIBIT 3

1 **MINUTES OF MEETING**

2 **ASTURIA**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Asturia Community Development District  
5 was held on Tuesday, November 29, 2022 at 6:00 p.m., at the Asturia Clubhouse, 14575 Promenade Pkwy.,  
6 Odessa, Florida 33556, with Zoom Conference Call available.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. Roberts called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

- |    |                |                                       |
|----|----------------|---------------------------------------|
| 10 | Glenn Penning  | Board Supervisor, Chairman            |
| 11 | Jacques Darius | Board Supervisor, Chairman            |
| 12 | Susan Coppa    | Board Supervisor, Assistant Secretary |
| 13 | Jonathan Tietz | Board Supervisor, Assistant Secretary |
| 14 | Marie Pearson  | Board Supervisor, Assistant Secretary |

15 Also present were:

- |    |                |  |
|----|----------------|--|
| 16 | Gene Roberts   | District Manager, Inframark                      |
| 17 | James Chambers | Clubhouse Staff, Inframark                       |
| 18 | Tish Dobson    | District Manager, DPFM Management and Consulting |
| 19 | Scott Smith    | Vesta  |
| 20 | Lauren Gentry  | District Counsel, KE Law Group                   |

21 *The following is a summary of the discussions and actions taken at the November 29, 2022 Asturia CDD*  
22 *Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records request.*

23 **SECOND ORDER OF BUSINESS – Additions and/ or Deletions to the Agenda**

24 There being none, the next item followed.

25 **THIRD ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for agenda**  
26 *items)*

27 An audience member expressed interest in serving on the Board, should a Supervisor’s position  
28 become available in the future.

29 In response to an audience member comment, it was clarified that the outstanding landscape  
30 proposals on the Agenda were for informational purposes and would be sorted based on importance  
31 moving forward.

32 **FOURTH ORDER OF BUSINESS – Organizational Matters**

33 A. Consideration of **Resolution 2023-02, Declaring a Vacancy for Seat 4 & 5**

34 Ms. Gentry explained that there was officially vacancy for Seat 4 and 5, as no one had registered  
35 with the Supervisor of Elections to qualify.

36 On a MOTION by Mr. Penning, SECONDED by Mr. Darius, WITH ALL IN FAVOR, the Board adopted  
37 **Resolution 2023-02, Declaring a Vacancy for Seat 4 & 5**, for the Asturia Community Development  
38 District.

39 B. Consideration of Appointment of Supervisor(s) to Fill Vacancy



40 Mr. Roberts noted that a Letter of Intent was also received by Susan Coppa.

41 i. Marie Pearson Letter of Intent

42 On a MOTION by Mr. Penning, SECONDED by Mr. Darius, WITH ALL IN FAVOR, the Board approved  
43 the nomination of Marie Pearson to fill Seat 4 on the Board of Supervisors for the Asturia Community  
44 Development District.

45 Following the motion, Mr. Tietz made a motion to nominate Ms. Coppa to fill Seat 5 on the  
46 Board of Supervisors.

47 On a MOTION by Mr. Penning, SECONDED by Ms. Pearson, WITH ALL IN FAVOR, the Board  
48 approved the nomination of Susan Coppa to fill Seat 5 on the Board of Supervisors for the Asturia  
49 Community Development District.

50 C. Oath of Office for Newly Elected Supervisor(s)

51 Ms. Pearson and Ms. Coppa recited the Oath of Office

52 D. Consideration of **Resolution 2023-03, Election of Officers**

53 Ms. Pearson nominated Mr. Penning as Chairman.

54 On a MOTION by Ms. Pearson, SECONDED by Mr. Darius, WITH ALL IN FAVOR, the Board approved  
55 the nomination of Glenn Penning as Chairman on the Board of Supervisors for the Asturia Community  
56 Development District.

57 Following the motion, Ms. Coppa nominated Mr. Darius as Vice Chairman.

58 On a MOTION by Ms. Coppa, SECONDED by Ms. Pearson, WITH ALL IN FAVOR, the Board approved  
59 the nomination of Jacques Darius as Vice Chairman on the Board of Supervisors for the Asturia Community  
60 Development District.

61 E. Consideration of Agreement for District Management Services with DPFPG

62 Ms. Gentry noted that DPFPG would provide transition services prior to December 1 at no  
63 additional charge and mentioned that a provision had been included regarding the agreement  
64 being assigned to Vesta in the future.

65 On a MOTION by Mr. Penning, SECONDED by Mr. Darius, WITH ALL IN FAVOR, the Board approved  
66 the Agreement for District Management Services with DPFPG for the Asturia Community Development  
67 District.

68 F. Consideration of **Resolution 2023-04, Appointing a District Manager**

69 On a MOTION by Mr. Penning, SECONDED by Mr. Darius, WITH ALL IN FAVOR, the Board adopted  
70 **Resolution 2023-04, Appointing a District Manager**, for the Asturia Community Development District.

71 G. Consideration of **Resolution 2023-05, Appointing and Removing Officers**

72 Ms. Gentry stated that Howard McGaffney had left DPFPG and would be removed from the  
73 Resolution. She indicated that Skye Lee would be appointed as Assistant Treasurer.

74 On a MOTION by Ms. Pearson, SECONDED by Ms. Coppa, WITH ALL IN FAVOR, the Board adopted  
75 **Resolution 2023-05, Appointing and Removing Officers**, for the Astoria Community Development  
76 District.

77 H. Consideration of **Resolution 2023-06, Designating Registered Agent and Registered Office**

78 Ms. Gentry stated that this Resolution would designate Tish Dobson as the Registered Agent and  
79 the DFPG Office as the Registered Office.

80 On a MOTION by Mr. Darius, SECONDED by Mr. Penning, WITH ALL IN FAVOR, the Board adopted  
81 **Resolution 2023-06, Designating Registered Agent and Registered Office**, for the Astoria Community  
82 Development District.

83 I. Consideration of **Resolution 2023-07, Designating Primary Administrative Office**

84 Ms. Gentry stated that the DFPG Office would be designated as the Primary Administrative  
85 Office under this Resolution and noted that DFPG had requested for the address of the District's  
86 Clubhouse to be filled in as the Local Records Office.

87 On a MOTION by Ms. Pearson, SECONDED by Mr. Darius, WITH ALL IN FAVOR, the Board adopted  
88 **Resolution 2023-07, Designating Primary Administrative Office**, for the Astoria Community  
89 Development District.

90 **FIFTH ORDER OF BUSINESS – RFQ for District Engineer**

91 A. Lighthouse Engineering

92 Ms. Gentry confirmed that this was the only response received. She advised against terminating  
93 the current District Engineer until the Board was certain an acceptable agreement could be  
94 obtained.

95 On a MOTION by Ms. Coppa, SECONDED by Mr. Darius, WITH ALL IN FAVOR, the Board authorized  
96 District Counsel to start negotiation with Lighthouse Engineering, for the Astoria Community Development  
97 District.

98 Following the motion, the Board moved up District Items on the Agenda.

99 B. District Items

100 **This item, originally Item F under the Seventh Order of Business, Staff Reports, was**  
101 **presented out of order.**

102 i. WIFI Upgrade Proposal from Complete IT

103 The Board and Staff discussed the proposal.

104 On a MOTION by Ms. Pearson, SECONDED by Mr. Tietz, WITH ALL IN FAVOR, the Board approved  
105 the WIFI Upgrade Proposal from Complete IT, for the Astoria Community Development District.

106 ii. Consideration of Phone System – PDF 3434

107 The Board and Staff discussed the details and costs of the proposal. It was clarified that  
108 an office phone was needed for E911 compliance. The Board agreed to table this item.

109 iii. Consideration of Clubhouse Laptop – PDF 3435

110 It was stated that the purpose of the laptop would include Microsoft Office and a 1-year  
111 warranty. Discussion ensued regarding the Microsoft Office license and what programs  
112 would be used on the laptop. It was suggested to use Microsoft Office for the transition  
113 period and decide whether to keep the license depending on usage.

114 On a MOTION by Mr. Tietz, SECONDED by Mr. Darius, WITH ALL IN FAVOR, the Board approved  
115 the Clubhouse Laptop Proposal, for the Asturia Community Development District.

116 iv. Consideration of Doorking Transfer – PDF 3436 (1)

117 It was explained that the database was not backed up at this time. Discussion ensued  
118 regarding the costs of the proposal, alternate options, and data retention requirements.  
119 This item was tabled.

120 v. Consideration of Upgraded WIFI & Network Systems – PDF 3436 (2)

121 This proposal was indicated to be the same as the WIFI Upgraded Proposal from  
122 Complete IT.

123 **SIXTH ORDER OF BUSINESS – Consent Agenda**

124 A. Approval of the September 27, 2022 & October 12, 2022 Continued Meeting Minutes

125 B. Approval of October 25, 2022 Meeting Minutes

126 C. Approval of October 31, 2022 Financial Reports

127 D. Consideration of the Operations and Maintenance Expenditures for October 2022

128 On a MOTION by Mr. Tietz, SECONDED by Mr. Darius, WITH ALL IN FAVOR, the Board approved  
129 all Items of the Consent Agenda, for the Asturia Community Development District.

130 **SEVENTH ORDER OF BUSINESS – Staff Reports**

131 C. District Engineer

132 The District Engineer was not present

133 D. District Counsel

134 i. Discussion of Transition from Inframark

135 Ms. Gentry discussed the demand letter that was sent to Inframark which addressed the  
136 bank hours, engineer work authorization, and field service fees. Following discussion, the  
137 Board authorized Ms. Gentry to send a formal letter and engage conversation with  
138 Inframark to settle the issues addressed in the letter. Ms. Gentry indicated that she would  
139 follow up on this matter at the next meeting and mentioned that she may reach out to the  
140 Supervisors to set up individual calls to discuss sensitive information, if needed.

141 ii. Consideration of PEO Agreement with Engage PEO

142 Ms. Gentry noted that the insurance company reviewed the provisions at no cost to the  
143 District and that Engage had agreed to remove one provision. She proceeded to explain  
144 that there was an issue with an indemnification clause in the Engage contract. It was  
145 suggested to engage with ADP for an outsourced HR department. Ms. Gentry stated that  
146 she would speak with Engage the next day and propose a change to the indemnification  
147 clause. Ms. Dobson noted that DFPG worked with Engage for other Districts and  
148 indicated that she would look at an Engage contract with another District to use as a  
149 template. Discussion ensued regarding the Board's options.

150 On a MOTION by Mr. Penning, SECONDED by Mr. Darius, WITH ALL IN FAVOR, the Board approved  
151 negotiation with ADP if an agreement could not be made with Engage, for the Astoria Community  
152 Development District.

153           iii.     Consideration of Engaging Employment Counsel

154                     Ms. Gentry discussed the option to temporarily engage Mr. Chambers as an independent  
155                     contractor directly to the District. She noted that this would not be advisable on a long-  
156                     term basis and reviewed the risks of this option. Following discussion, the Board agreed  
157                     to table this item.

158           E.   Land Use Counsel

159                     Mr. Tietz updated on the Board on the status of Jimerson Bir. It was recommended to pause the  
160                     process until January.

161 On a MOTION by Mr. Tietz, SECONDED by Mr. Darius, with Mr. Tietz, Mr. Darius, Ms. Pearson, and  
162 Ms. Coppa voting “AYE” and Mr. Penning voting “NAY”, the Board approved pausing the process on  
163 Jimerson Bir until January, for the Astoria Community Development District.

164                     Following the motion, it was suggested to amend the motion to pause the process until the  
165                     December meeting.

166 On a MOTION by Mr. Darius, SECONDED by Mr. Penning, WITH ALL IN FAVOR, the Board approved  
167 amending the previous motion to pause the process on Jimerson Bir until the December meeting for the  
168 Astoria Community Development District.

169           F.   Field Inspection Reports

170                     The Blue Water and RedTree reports were discussed. It was noted that some residents were  
171                     spraying for ants on CDD property. Discussion ensued regarding the service provided by RedTree  
172                     and the Board’s expectations. Ms. Dobson assured the Board that RedTree’s service would be  
173                     improved and noted that she had negotiated some deficiencies with the contract. The Board and  
174                     Staff additionally discussed the Capital Improvement Plan.

175                     Ms. Gentry noted that the Board would vote whether or not to renew the RedTree contract at the  
176                     next meeting. Ms. Dobson advised dedicating the next Workshop Meeting to landscaping and  
177                     indicated that she would prioritize the proposals in accordance with the current budget. The  
178                     Board agreed to table the proposals attached to the Landscape Report from RedTree.

179                     i.     Blue Water Aquatic Report: October 2022

180                     ii.    RedTree Landscape Report

181                     iii.   Discussion of December Meeting Date: 12/27/22

182                     **This item was presented out of order.**

183                     Ms. Dobson noted that she had a scheduling conflict with the next Workshop Meeting for  
184                     December 13 and asked if the Board would consider rescheduling this meeting.

185 On a MOTION by Ms. Pearson, SECONDED by Mr. Penning, WITH ALL IN FAVOR, the Board  
186 approved moving the Workshop Meeting to December 12 and the Regular Meeting at December 19, for the  
187 Astoria Community Development District.

188                   Following the motion, Ms. Dobson requested that Mr. Roberts update the website and  
189                   advertisements for the meetings.

190           G. District Manager

191               i.    Inframark Field Inspection Report: November 17, 2022

192                   The Board and Staff discussed the report.

193               ii.   Discussion of Stearns Weaver Settlement

194                   Mr. Robert stated that Stearns Weaver agreed to reduce the settlement by 50%.

195           On a MOTION by Mr. Tietz, SECONDED by Mr. Darius, WITH ALL IN FAVOR, the Board accepted the  
196           Stearns Weaver Settlement for the Asturia Community Development District.

197               iii.   Floor Care Proposal from Electro Sanitation Services

198                   **This item was presented out of order.**

199                   Mr. Tietz relayed that the vendor felt the deep cleanings were unnecessary. This item was  
200                   tabled.

201           **EIGHTH ORDER OF BUSINESS – Supervisors Requests**

202                   Mr. Tietz announced that his wife was expecting a baby in May and indicated that he would be  
203                   busy assisting her with the baby for a few months.

204           **NINTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda (limited to 3**  
205           **minutes per individual)**

206                   Ms. Dobson discussed her plan for the Reserve Study, assessment, and Capital Improvement Plan.

207                   The Board and Staff circled back to the indemnification clause and ADP discussion. Mr. Penning  
208                   indicated that he would prefer to work with ADP.

209           On a MOTION by Mr. Darius, SECONDED by Ms. Coppa, WITH ALL IN FAVOR, the Board authorized  
210           Mr. Penning to sign off on the PEO Agreement with the vendor of his choosing for the Asturia Community  
211           Development District.

212           **TENTH ORDER OF BUSINESS – Adjournment**

213                   Mr. Roberts asked for final questions, comments, or corrections before requesting a motion to  
214                   adjourn the meeting. There being none, Mr. Tietz made a motion to adjourn the meeting.

215           On a MOTION by Mr. Tietz, SECONDED by Mr. Darius, WITH ALL IN FAVOR, the Board adjourned  
216           the meeting for the Asturia Community Development District.

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

220           **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
221           **meeting held on December 19, 2022.**

222

223

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

224 **Title:**    **Secretary**    **Assistant Secretary**

**Title:**    **Chairman**    **Vice Chairman**

# EXHIBIT 4

**Astoria**  
**Community Development District**

**Financial Statements**  
**(Unaudited)**

**November 30, 2022**



**Asturia CDD**  
**Balance Sheet**  
**November 30, 2022**

	<u>GENERAL FUND</u>	<u>RESERVE FUND</u>	<u>DS SERIES 2014</u>	<u>DS SERIES 2016</u>	<u>TOTAL</u>
<b><u>ASSETS:</u></b>					
CASH	\$477,494	\$ -	\$ -	\$ -	\$ 477,494
MONEY MARKET	\$73,073				\$ 73,073
INVESTMENTS:					
REVENUE FUND	-		65,643	52,372	118,015
PRINCIPAL	-	-	-	0	0
INTEREST FUND	-	-	206,365	1	206,366
RESERVE	-	-	288,509	72,981	361,491
PREPAYMENT	-	-	1	1	2
SINKING FUND	-	-	4	1	5
DEPOSITS (UTILITY)	6,446	-		-	6,446
PREPAID EXPENSE	120	-	-	-	120
ASSESSMENTS RECEIVABLE - ON ROLL	-	-	-	-	-
ASSESSMENTS RECEIVABLE - ON ROLL EXCESS	-	-	-	-	-
ACCOUNTS RECEIVABLE	-	-	-	-	-
ASSESSMENTS RECEIVABLE - OFF ROLL PRIOR YR	-	-	-	-	-
DUE FROM OTHER FUNDS	-	30,346	92,523	23,251	146,121
<b>TOTAL ASSETS</b>	<u>\$557,134</u>	<u>\$ 30,346</u>	<u>\$ 653,045</u>	<u>\$ 148,608</u>	<u>\$ 1,389,133</u>
<b><u>LIABILITIES:</u></b>					
ACCOUNTS PAYABLE	\$ 56,923	\$ -	\$ -	\$ -	\$ 56,923
DUE TO OTHER FUNDS	146,121	-	-	-	146,121
ACCRUED EXPENSES	14,223	-	-	-	14,223
RENTAL DEPOSITS	1,500	-	-	-	1,500
<b><u>FUND BALANCES:</u></b>					
NONSPENDABLE:	-				-
PREPAID AND DEPOSITS	6,446	-	-	-	6,446
RESTRICTED FOR:					
DEBT SERVICE	-		653,045	148,608	801,654
CAPITAL PROJECTS	-	-	-	-	-
UNASSIGNED:	331,921	30,346	-	-	362,268
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<u>\$ 557,134</u>	<u>\$ 30,346</u>	<u>\$ 653,045</u>	<u>\$ 148,608</u>	<u>\$ 1,389,133</u>

**Asturia CDD**  
**General Fund (O&M)**  
**Statement Of Revenue, Expenditures And Changes In Fund Balance**  
**For The Period Starting October 1, 2022 and Ending November 30, 2022**

	<b>FY2023 ADOPTED BUDGET</b>	<b>CURRENT MONTH</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE + / (-)</b>	<b>% OF BUDGET</b>
<b>REVENUE</b>					
SPECIAL ASSESSMENTS - ON-ROLL (Net)	\$ 1,054,160	-	\$ 169,420	\$ (884,740)	16%
SPECIAL ASSESSMENTS - ON-ROLL (DISCOUNT)	(42,166)	-	(6,793)	\$ 35,373	16%
ROOM RENTAL	5,000	-	930	\$ (4,070)	19%
MISCELLANEOUS REVENUE	15,000	-	239	\$ (14,761)	2%
INTEREST REVENUE	-	-	824	\$ 824	100%
<b>TOTAL REVENUE</b>	<b>1,031,994</b>	<b>-</b>	<b>164,620</b>	<b>\$ (867,374)</b>	<b>16%</b>
<b>EXPENDITURES</b>					
<b>ADMINISTRATIVE EXPENSES</b>					
SUPERVISOR COMPENSATION	12,000	-	4,000	(8,000)	33%
PAYROLL TAXES	918	-	306	(612)	33%
PAYROLL SERVICES	-	-	-	-	
DISTRICT MANAGEMENT	57,955	-	9,659	(48,296)	17%
FACILITY RENTAL	-	-	-	-	
REGULATORY & PERMIT FEES	175	-	175	-	100%
RECORD STORAGE / ARCHIVING	-	-	-	-	
MISCELLANEOUS FEES	-	-	-	-	
AUDITING SERVICES	3,575	-	-	(3,575)	0%
LEGAL ADVERTISING	1,500	-	296	(1,204)	20%
MAIL NOTICE	600	-	27	(573)	5%
DISTRICT ENGINEER	15,000	-	-	(15,000)	0%
LEGAL SERVICES - GENERAL	37,000	-	16,939	(20,061)	46%
LEGAL SERVICES - REDEVELOPMENT RELATED WORK	-	-	-	-	
WEB-SITE / EMAIL SYSTEM - IT SUPPORT	5,500	-	1,717	(3,783)	31%
TAX COLLECTOR FEES	150	-	-	(150)	0%
MISC. ASSESSMENT COLLECTION COST	21,083	-	3,253	(17,830)	15%
ASSESSMENT COLLECTION FEES	-	-	-	-	
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>155,456</b>	<b>-</b>	<b>36,372</b>	<b>(119,084)</b>	<b>23%</b>
<b>INSURANCE:</b>					
INSURANCE (Public Officials, Liability, Property )	3,730	-	3,730	-	100%
<b>TOTAL INSURANCE</b>	<b>3,730</b>	<b>-</b>	<b>3,730</b>	<b>-</b>	<b>100%</b>
<b>DEBT SERVICE ADMINISTRATION:</b>					
DISSEMINATION SERVICES (DISCLOSURE REPORT)	-	-	-	-	
ARBITRAGE REBATE CALCULATION	1,000	-	600	(400)	60%
BOND AMORTIZATION	-	-	-	-	
TRUSTEES FEES	8,500	-	3,000	(5,500)	35%
<b>TOTAL DEBT SERVICE ADMINISTRATION</b>	<b>9,500</b>	<b>-</b>	<b>3,600</b>	<b>(5,900)</b>	<b>38%</b>
<b>TOTAL ADMINISTRATIVE</b>	<b>168,686</b>	<b>-</b>	<b>43,702</b>	<b>(124,984)</b>	<b>26%</b>

**Asturia CDD**  
**General Fund (O&M)**  
**Statement Of Revenue, Expenditures And Changes In Fund Balance**  
**For The Period Starting October 1, 2022 and Ending November 30, 2022**

	FY2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	VARIANCE + / (-)	% OF BUDGET
<b>FIELD OPERATIONS &amp; MAINTENANCE:</b>					
UTILITY - RECREATION FACILITY	21,000	-	1,873	-	
UTILITY - STREETLIGHTS	205,752	-	12,679	(193,073)	6%
UTILITY - IRRIGATION	4,464	-	335	(4,129)	7%
UTILITY SERVICES	600	-	86	(514)	14%
GARBAGE - RECREATION FACILITY	468	-	134	(334)	29%
SOLID WASTE ASSESSMENT	670	-	-	(670)	
UTILITY - RECLAIMED WATER	55,000	-	1,134	(53,866)	2%
STORMWATER ASSESSMENT	900	-	-	(900)	0%
LAKE & POND MAINTENANCE	7,760	-	17,655	9,895	228%
INSURANCE - PROPERTY	17,171	-	15,033	(2,138)	88%
INSURANCE - GENERAL LIABILITY	4,068	-	4,068	-	100%
R&M IRRIGATION	2,000	-	323	(1,678)	16%
LANDSCAPE MAINTENANCE	202,036	-	33,575	(168,461)	17%
LANDSCAPE REPLACEMENT	2,000	-	-	(2,000)	0%
HOLIDAY LIGHTS & DECORATION	2,000	-	705	(1,295)	35%
MISC. CONTINGENCY	230,754	-	1,197	(229,557)	1%
R&M SIDEWALKS	2,000	-	-	(2,000)	0%
ROADWAY REPAIR	5,000	-	-	(5,000)	0%
PRESSURE WASHING	5,000	-	54	-	1%
<b>TOTAL FIELD OPERATIONS</b>	<b>768,643</b>	<b>-</b>	<b>88,850</b>	<b>(679,793)</b>	<b>12%</b>
<b>PARKS AND RECREATION</b>					
FIELD MANAGEMENT	40,889	-	4,333	(36,556)	11%
POOL MAINTENANCE	12,000	-	1,740	(10,260)	15%
WILDLIFE MANAGEMENT	2,400	-	-	(2,400)	0%
CLEANING SERVICES	8,400	-	2,400	(6,000)	29%
PEST CONTROL	660	-	55	(605)	8%
TELEPHONE / INTERNET	2,981	-	98	(2,883)	3%
FITNESS EQUIPMENT	1,500	-	332	(1,168)	22%
A/C & HEATING MAINTENANCE	1,500	-	-	(1,500)	0%
BOARDWALK & BRIDGE MAINTENANCE	2,500	-	-	(2,500)	0%
POOL FURNITURE REPAIR & REPLACEMENT	3,500	-	2,357	(1,143)	67%
SECURITY SYSTEM MONITORING	1,720	-	-	(1,720)	0%
DOG PARK MAINTENANCE	250	-	45	(205)	18%
MISC. EXPENSES	2,000	-	200	(1,800)	10%
OFFICE SUPPLIES	250	-	330	80	132%
CLUBHOUSE JANITORIAL SUPPLIES	3,600	-	230	(3,370)	6%
PARK GARBAGE & DOG WASTE STATION SUPPLIES	8,216	-	-	(8,216)	0%
POOL PERMITS	300	-	-	(300)	0%
SPECIAL EVENTS	2,000	-	-	(2,000)	0%
<b>TOTAL PARKS AND RECREATION</b>	<b>94,666</b>	<b>-</b>	<b>12,119</b>	<b>(82,547)</b>	<b>13%</b>
<b>TOTAL EXPENDITURES</b>	<b>1,031,995</b>	<b>-</b>	<b>144,671</b>	<b>(887,324)</b>	<b>14%</b>
<b>EXCESS OF REV. OVER/(UNDER) EXPEND.</b>	<b>(1)</b>	<b>-</b>	<b>19,949</b>	<b>-</b>	<b>-</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
TRANSFER-IN	-	-	-	-	-
TRANSFER-OUT	-	-	-	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>-</b>	<b>-</b>	<b>19,949</b>	<b>-</b>	<b>-</b>
FUND BALANCE - BEGINNING	<b>-</b>	<b>-</b>	311,974	<b>-</b>	<b>-</b>
<b>FUND BALANCE - ENDING</b>	<b>-</b>	<b>-</b>	<b>\$ 331,922</b>	<b>-</b>	<b>-</b>

**Asturia CDD  
RESERVE FUND**  
**Statement Of Revenue, Expenditures And Changes In Fund Balance  
For The Period Starting October 1, 2022 and Ending November 30, 2022**

	<b>FY2023 ADOPTED BUDGET</b>	<b>CURRENT MONTH</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>FAVORABLE UNFAVORABLE VARIANCE</b>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS - OFF ROLL	\$ 18,457	\$ -	\$ 3,043	\$ 3,043
MISCELLANEOUS	-	-	-	-
FUND BALANCE FORWARD	-	-	-	-
LESS: DISCOUNT ASSESSMENTS	(724)	-	(122)	(122)
<b>TOTAL REVENUE</b>	<b>17,733</b>	<b>-</b>	<b>2,921</b>	<b>2,921</b>
<b>EXPENDITURES</b>				
COUNTY - ASSESSMENT COLLECTION FEES	354	-	58	(58)
INTEREST EXPENSE (MAY 1, 2020)	-	-	-	-
INTEREST EXPENSE (NOV 1, 2020)	-	-	-	-
PRINCIPAL PAYMENT (MAY 1, 2020)	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>354</b>	<b>-</b>	<b>58</b>	<b>(58)</b>
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	<b>17,379</b>	<b>-</b>	<b>2,863</b>	<b>2,863</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
TRANSFERS-IN	-	-	-	-
TRANSFERS-OUT	-	-	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>17,379</b>	<b>-</b>	<b>2,863</b>	<b>2,863</b>
FUND BALANCE - BEGINNING	-	-	27,483	27,483
INCREASE IN FUND BALANCE	-	-	-	-
<b>FUND BALANCE - ENDING</b>	<b>\$ 17,379</b>	<b>\$ -</b>	<b>\$ 30,346</b>	<b>\$ 30,346</b>

(a) Debt series 2005A debt forbearance is extended to March 10, 2019

Asturia CDD  
Debt Service - Series 2014  
Statement Of Revenue, Expenditures And Changes In Fund Balance  
For The Period Starting October 1, 2022 and Ending November 30, 2022

	FY2023 ADOPTED BUDGET	2015 (05A) ACTUAL YEAR-TO-DATE
<b>REVENUE</b>		
SPECIAL ASSESSMENTS - ON ROLL	\$ 597,600	\$ 96,043
ASSESSMENT-OFF ROLL - BOARDWALK/COLERIDGE		-
INTEREST-INVESTMENT	-	1,123
LESS: DISCOUNT ASSESSMENT	(23,904)	(3,851)
<b>TOTAL REVENUE</b>	<b>573,696</b>	<b>93,316</b>
<b>EXPENDITURES</b>		
COUNTY - ASSESSMENT COLLECTION FEES	11,952	1,844
INTEREST EXPENSE	412,730	-
INTEREST EXPENSE	-	-
PRINCIPAL Payment	150,000	-
TRUSTEE FEES		-
LEGAL EXPENSE		
<b>TOTAL EXPENDITURES</b>	<b>574,682</b>	<b>1,844</b>
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	<b>(986)</b>	<b>91,472</b>
<b>OTHER FINANCING SOURCES (USES)</b>		
TRANSFERS-IN	-	-
TRANSFERS-OUT	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>
NET CHANGE IN FUND BALANCE	(986)	91,472
FUND BALANCE - BEGINNING	-	561,573
INCREASE IN FUND BALANCE		-
<b>FUND BALANCE - ENDING</b>		<b>\$ 653,045</b>

**Asturia CDD**  
**Debt Service - Series 2016**  
**Statement Of Revenue, Expenditures And Changes In Fund Balance**  
**For The Period Starting October 1, 2022 and Ending November 30, 2022**

	<b>FY2023 ADOPTED BUDGET</b>	<b>2015 (07A) ACTUAL YEAR-TO-DATE</b>
<b>REVENUE</b>		
ASSESSMENTS-ON-ROLL (GROSS)	\$ 150,525	\$ 24,192
INTEREST-INVESTMENT	-	-
FUND BALANCE FORWARD	-	-
LESS: DISCOUNT ASSESSMENT	(6,021)	(970)
<b>TOTAL REVENUE</b>	<b>144,504</b>	<b>23,222</b>
<b>EXPENDITURES</b>		
COUNTY - ASSESSMENT COLLECTION FEES	3,011	464
INTEREST EXPENSE (NOV 1, 2022)	98,819	-
INTEREST EXPENSE	-	-
PRINCIPAL Payment May 1, 2022	40,000	-
<b>TOTAL EXPENDITURES</b>	<b>141,830</b>	<b>464</b>
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	<b>2,674</b>	<b>22,757</b>
<b>OTHER FINANCING SOURCES (USES)</b>		
TRANSFERS-IN	-	-
TRANSFERS-OUT	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>
NET CHANGE IN FUND BALANCE	2,674	22,757
FUND BALANCE - BEGINNING	-	125,851
<b>FUND BALANCE - ENDING</b>	<b>\$ 2,674</b>	<b>\$ 148,608</b>

# EXHIBIT 5

**Bank Account - Check Details**

Thursday, December 1, 2022

Period: 10/01/22..11/30/22

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ASTURIA CDD

WATERIDCORTES

This report also includes bank accounts that only have balances.

Bank Account: Date Filter: 10/01/22..11/30/22

Check Date	Check No.	Description	Amount	Printed Amount	Voided Amount	Entry Status	Original Entry S	Bal. Accou	Bal. Account No.	Entry No.
<b>1400 TRUIST (SunTrust) - GF</b>										
		Phone No.	954-765-7484							
10/04/22	To DD155	Payment of Invoice 000510	582.70	0.00	0.00	Posted	Exporte	Vendo	V00136	260
10/10/22	Pa 1204	JEAN-JACQUES DARIUS	184.70	184.70	0.00	Posted		Emplo	1	266
10/10/22	Pa 1205	JONATHAN R. TIETZ	184.70	184.70	0.00	Posted		Emplo	2	267
10/10/22	Pa 1206	GLEN M. PENNING	184.70	184.70	0.00	Posted		Emplo	4	268
10/10/22	Pa 1207	SUSAN M. COPPA	184.70	184.70	0.00	Posted		Emplo	5	269
10/10/22	Pa 1208	MARIE A. PEARSON	184.70	184.70	0.00	Posted		Emplo	6	270
10/12/22	To 1209	BEST TERMITE & PEST CON	55.00	55.00	0.00	Posted		Vendo	V00008	273
10/12/22	To 1210	BLUE WATER AQUATICS, IN	890.00	890.00	0.00	Posted		Vendo	V00009	274
10/12/22	To 1211	COMPLETE IT SERVICE & SO	89.70	89.70	0.00	Posted		Vendo	V00132	275
10/12/22	To 1212	INFRAMARK	17,023.19	17,023.19	0.00	Posted		Vendo	V00002	276
10/12/22	To 1213	SUNCOAST POOL SERVICE	870.00	870.00	0.00	Posted		Vendo	V00036	277
10/12/22	To 1214	TIMES PUBLISHING COMPAN	165.20	165.20	0.00	Posted		Vendo	V00039	278
10/14/22	Pa 1215	JEAN-JACQUES DARIUS	184.70	184.70	0.00	Posted		Emplo	1	279
10/14/22	Pa 1216	JONATHAN R. TIETZ	184.70	184.70	0.00	Posted		Emplo	2	280
10/14/22	Pa 1217	GLEN M. PENNING	184.70	184.70	0.00	Posted		Emplo	4	281
10/14/22	Pa 1218	SUSAN M. COPPA	184.70	184.70	0.00	Posted		Emplo	5	282
10/14/22	Pa 1219	MARIE A. PEARSON	184.70	184.70	0.00	Posted		Emplo	6	283
10/17/22	To 1220	FITREV, INC	331.65	331.65	0.00	Posted		Vendo	V00018	284
10/17/22	To 1221	INNERSYNC STUDIO, LTD DB	1,537.50	0.00	1,537.50	Financi	Posted	Vendo	V00024	285
10/17/22	To 1222	TAMPA HOLIDAY LIGHTING	705.00	705.00	0.00	Posted		Vendo	V00123	286
10/18/22	To 1223	INNERSYNC STUDIO, LTD DB	1,537.50	0.00	1,537.50	Voided	Printed	Vendo	V00024	290
10/18/22	To 1224	JIMERSON BIRR PA	9,926.53	0.00	9,926.53	Voided	Printed	Vendo	V00144	291
10/18/22	To 1225	KE LAW GROUP PLLC	2,603.20	0.00	2,603.20	Voided	Printed	Vendo	V00138	292
10/18/22	To 1226	INNERSYNC STUDIO, LTD DB	1,537.50	1,537.50	0.00	Posted		Vendo	V00024	293
10/18/22	To 1227	JIMERSON BIRR PA	9,926.53	9,926.53	0.00	Posted		Vendo	V00144	294
10/18/22	To 1228	KE LAW GROUP PLLC	2,603.20	2,603.20	0.00	Posted		Vendo	V00138	295
10/20/22	To DD165	Payment of Invoice 000541	12,046.48	0.00	0.00	Posted	Exporte	Vendo	V00119	317
10/20/22	To DD166	Payment of Invoice 000605	25.63	0.00	0.00	Posted	Exporte	Vendo	V00119	318
10/24/22	To 1229	ELECTRO SANITATION SERV	1,505.90	1,505.90	0.00	Posted		Vendo	V00128	298
10/24/22	To 1230	REDTREE LANDSCAPE SYST	1,039.00	1,039.00	0.00	Posted		Vendo	V00003	299
10/26/22	To 1231	SITE MASTERS OF FLORIDA	15,875.00	15,875.00	0.00	Posted		Vendo	V00145	300
10/27/22	To DD160	Payment of Invoice 000538	63.68	0.00	0.00	Posted	Exporte	Vendo	V00010	287
10/27/22	To DD161	Payment of Invoice 000541	12,339.96	0.00	12,339.96	Financi	Posted	Vendo	V00119	288
10/27/22	To DD162	Payment of Invoice 000550	1,925.77	0.00	0.00	Posted	Exporte	Vendo	V00030	289
10/27/22	To DD163	Payment of Invoice 000558	495.45	0.00	0.00	Posted	Exporte	Vendo	V00119	296
10/31/22	Pa 1232	JEAN-JACQUES DARIUS	184.70	184.70	0.00	Posted		Emplo	1	301
10/31/22	Pa 1233	JONATHAN R. TIETZ	184.70	184.70	0.00	Posted		Emplo	2	302
10/31/22	Pa 1234	GLEN M. PENNING	184.70	184.70	0.00	Posted		Emplo	4	303
10/31/22	Pa 1235	SUSAN M. COPPA	184.70	184.70	0.00	Posted		Emplo	5	304
10/31/22	Pa 1236	MARIE A. PEARSON	184.70	184.70	0.00	Posted		Emplo	6	305
11/01/22	To 1237	COMPLETE IT SERVICE & SO	89.70	89.70	0.00	Posted		Vendo	V00132	306
11/01/22	To 1238	FITREV, INC	330.00	330.00	0.00	Posted		Vendo	V00018	307
11/01/22	To 1239	JIMERSON BIRR PA	5,091.00	0.00	5,091.00	Financi	Posted	Vendo	V00144	308
11/01/22	To 1240	REDTREE LANDSCAPE SYST	12,975.00	12,975.00	0.00	Posted		Vendo	V00003	309
11/01/22	To 1241	VIVIAN MENDEZ	250.00	250.00	0.00	Posted		Vendo	V00146	310
11/01/22	To 1242	SITE MASTERS OF FLORIDA	6,600.00	6,600.00	0.00	Posted		Vendo	V00145	311
11/01/22	To 1243	BLUE WATER AQUATICS, IN	890.00	890.00	0.00	Posted		Vendo	V00009	312



**Bank Account - Check Details**

Thursday, December 1, 2022

Period: 10/01/22..11/30/22

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ASTURIA CDD

WATER\DCORTES

Check Date	Check No.	Description	Amount	Printed Amount	Voided Amount	Entry Status	Original Entry S	Bal. Accou	Bal. Account No.	Entry No.
11/01/22	To 1244	INFRAMARK	9,007.65	9,007.65	0.00	Posted	Vendo	V00002		313
11/04/22	To 1245	SUNCOAST POOL SERVICE	870.00	870.00	0.00	Posted	Vendo	V00036		314
11/04/22	To 1246	TEXACRAFT	78.81	78.81	0.00	Posted	Vendo	V00112		315
11/07/22	To DD164	Payment of Invoice 000602	97.96	0.00	0.00	Posted	Exporte Vendo	V00010		316
11/11/22	To 1247	BEST TERMITE & PEST CON	55.00	55.00	0.00	Posted	Vendo	V00008		319
11/11/22	To 1248	EGIS INSURANCE ADVISORS	22,831.00	22,831.00	0.00	Posted	Vendo	V00017		320
11/11/22	To 1249	GAME TIME	84.31	84.31	0.00	Posted	Vendo	V00147		321
11/11/22	To 1250	HANCOCK WHITNEY BANK	2,000.00	2,000.00	0.00	Posted	Vendo	V00022		322
11/11/22	To 1251	HANCOCK WHITNEY BANK	1,000.00	1,000.00	0.00	Posted	Vendo	V00022		323
11/11/22	To 1252	TIMES PUBLISHING COMPAN	296.00	296.00	0.00	Posted	Vendo	V00039		324
11/15/22	To DD167	Payment of Invoice 000608	14,193.37	0.00	0.00	Posted	Exporte Vendo	V00119		326
11/15/22	To 1253	REDTREE LANDSCAPE SYST	92.50	92.50	0.00	Posted	Vendo	V00003		327
11/21/22	To DD168	Payment of Invoice 000626	1,134.24	0.00	0.00	Posted	Exporte Vendo	V00030		328
11/28/22	To DD170	Payment of Invoice 000659	551.59	0.00	0.00	Posted	Exporte Vendo	V00119		344
11/29/22	Pa 1254	JEAN-JACQUES DARIUS	184.70	184.70	0.00	Posted	Emplo		1	329
11/29/22	Pa 1255	JONATHAN R. TIETZ	184.70	184.70	0.00	Posted	Emplo		2	330
11/29/22	Pa 1256	GLEN M. PENNING	184.70	184.70	0.00	Posted	Emplo		4	331
11/29/22	Pa 1257	SUSAN M. COPPA	184.70	184.70	0.00	Posted	Emplo		5	332
11/29/22	Pa 1258	MARIE A. PEARSON	184.70	184.70	0.00	Posted	Emplo		6	333
11/30/22	To 1259	COMPLETE IT SERVICE & SO	89.70	89.70	0.00	Posted	Vendo	V00132		334
11/30/22	To 1260	ELECTRO SANITATION SERV	1,373.80	1,373.80	0.00	Posted	Vendo	V00128		335
11/30/22	To 1261	INFRAMARK	5,105.59	5,105.59	0.00	Posted	Vendo	V00002		336
11/30/22	To 1262	JAMES CHAMBERS	211.25	211.25	0.00	Posted	Vendo	V00129		337
11/30/22	To 1263	KE LAW GROUP PLLC	6,252.50	6,252.50	0.00	Posted	Vendo	V00138		338
11/30/22	To 1264	LLS TAX SOLUTIONS, INC	600.00	600.00	0.00	Posted	Vendo	V00077		339
11/30/22	To 1265	REDTREE LANDSCAPE SYST	14,230.00	14,230.00	0.00	Posted	Vendo	V00003		340
11/30/22	To 1266	STEARNS WEAVER MILLER	2,132.75	2,132.75	0.00	Posted	Vendo	V00139		341
11/30/22	To 1267	TEXACRAFT	2,063.98	2,063.98	0.00	Posted	Vendo	V00112		342
<b>TRUIST (SunTrust) - GF</b>			<b>209,972.97</b>	<b>145,820.41</b>	<b>33,035.69</b>					

**8262 Valley Bank MMA**  
Phone No. 239-243-9097

10/18/22	To 106	ASTURIA CDD	85,000.00	85,000.00	0.00	Posted	Vendo	V00007		297
11/11/22	To 107	ASTURIA CDD	85,000.00	85,000.00	0.00	Posted	Vendo	V00007		325
<b>Valley Bank MMA</b>			<b>170,000.00</b>	<b>170,000.00</b>	<b>0.00</b>					

# EXHIBIT 6



<b>Company Name:</b> ASTURIA COMMUNITY DEVELOPMENT DISTRICT		<b>Order Type:</b> New Client		<b>Branch:</b>	
		<b>Order Date:</b> 12/06/2022		<b>Company Code:</b>	
				<b>IID:</b>	
<b>Address:</b>	<b>Delivery</b> 250 International Pkwy Ste 208 Lake Mary, FL 32746-5062	<b>Legal</b> 14575 Promenade Pkwy Odessa, FL 33556-2707	<b>Tip Establishment:</b> No		
<b>Payroll Contact(s)</b> <b>Phone(s)</b> <b>Mobile 1</b> <b>Mobile 2</b> <b>Fax #</b>	Trish Dobson (813) 758-4841	<b>Processing Frequency:</b> Bi-Weekly	<b>Legal Entity:</b> Corporation		
			<b>NAICS Code:</b> 811310 <b>NAICS Description:</b> Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance		
<b>Client Email Address</b>	tdobson@dpfgmc.com				
<b>Est. First Input</b> 12/06/2022 Tuesday	<b>Pay Period Start Date</b>	<b>Existing Balances</b> (Are there balances that need to be entered for this client?): No	<b>Input Method:</b> Internet		
<b>Est. First Check</b> 12/16/2022 Friday	<b>Pay Period End Date</b>		<b>Mobile Device:</b>		
			<b>Business:</b> Existing		

Payroll Features	Control #	Billing Frequency	Qty	One Time Fees	Processing Fees
RUN POWERED BY ADP® Asturia Community Development District (Primary)	1				Sales Order Based on Paid employee(s) 1 Note: Any changes in number of employees will impact pricing
Implementation for ADP Complete Payroll and HR Plus		Once	1	\$0.00	
ADP Complete Payroll and HR Plus (Includes Zip Recruiter with 2 job slots)*		Bi-Weekly	1		\$158.95
Processing Subtotal					\$158.95
*Discount (39.99%)					<\$63.56>
Processing Total					\$95.39

Additional Features	Fees	Additional Features	Fees
Year-End W-2/1099 Information Primary Control:	\$54.95	Applied for Status (Fee Per State and Any Local ID Per Month, if applicable)	\$50.00
W-2/1099 Delivery fee:	\$13.95	Applied for Status for SUI ID (Per SUI ID Per Quarter, if applicable)	\$50.00
Per W-2/1099:	\$5.95	Additional Jurisdiction (Fee Per Additional State & SUI Jurisdiction Per Month)	\$8.95
SUI Management: 5 Claims included annually; additional claims @ \$35/claim. Appeals and Hearings available for additional fees.			

**ELD** By initialing to the left, you consent to ADP calling you at the telephone number you provided on the sales order to provide service and support for products and services you purchased and to tell you about other and new ADP payroll and related services, via an automatic dialing system including using prerecorded messages.

**Comments**

I hereby absolve ADP, Inc., of any errors, penalties and interest payment responsibility arising from incorrect deposits, filings or payroll liability information prior to my ADP start date. **I will make all payroll tax deposits for payrolls run before setup of ADP's tax filing service.** THE SERVICES, PRICING, CONSENTS AND AUTHORIZATIONS COVERED BY THIS SALES ORDER ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SERVICE FOR RUN POWERED BY ADP® ONLINE PAYROLL SERVICES AND ANY ACCOMPANYING EXHIBITS ("RUN TERMS"). BY SIGNING THIS SALES ORDER THAT INCLUDES THESE RUN TERMS, YOU ACKNOWLEDGE RECEIPT OF AND AGREE TO THESE RUN TERMS.

ADP Sales Associate	Date	Client Authorization	Date
Matthew Bird	12/06/2022	Ellen L. Dobson ADP eSignature 1007514196 12/6/2022 4:20:24.34 3:57:57 PM	12/06/2022

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These Terms and Conditions of Service (“Terms” or “Agreement”) are an agreement between ADP, Inc. and You. They apply to **RUN Powered by ADP** online services (“RUN”) as defined below. By subscribing to and/or using RUN, You acknowledge that you have read, understand and expressly agree to be bound by these Terms, including any modifications or updates from time to time. If You do not agree to these Terms or any posted updates, do not subscribe to or use RUN.

“You” and “Your” means You, Your company, Your employees and (subject to the terms herein) any agents You designate as “users” of RUN. Only authorized users are permitted to use or access RUN, and such use or access is prohibited by unauthorized third parties. An “Unauthorized Third Party” refers to any third party or business that seeks to access or accesses RUN using the account credentials (e.g., username and password) of an ADP client or client employee (each a “user”), regardless of the user’s purported consent, in order to access, copy or obtain information within RUN, whether such information is accessed, copied or obtained by an automated data gathering program or by other means, including data scrapers, data aggregators and any third parties seeking to monetize data obtained from ADP without ADP’s express consent.

You agree to be bound by these Terms, any applicable additional terms and any other terms and guidelines found throughout RUN. “RUN” or “Services” means the services, including Payment Services as defined herein, which let users report their employee or other data so ADP can calculate payroll and payroll taxes and file taxes (“Tax Filing Services”), and deliver checks and reports, electronically or otherwise, access and/or utilize ADP Marketplace services, HR411, HR Training, HR HelpDesk, HR chatbots, any third party vendors accessed through RUN, HR411 or other human resources content (“HR Services”), track employee data, access Document Vault, Time and Labor Management (“TLM”) or unemployment claims services, or produce a Certificate of Insurance (“COI”) based on Your current Workers’ Compensation policy purchased through our affiliate, Automatic Data Processing Insurance Agency, Inc. If You choose to subscribe to and/or use any HR Services, calculator tools, pre-employment or employment background checks (“Background Check Services”), Document Vault, Health Care Tax Credit Assist, unemployment claims, employment and income verification services or TLM services (“Additional Business”), or if You purchase, migrate from, upgrade, downgrade or remove any additional business, features or functionality, these services will be included in “RUN” and the “Services” hereunder and these Terms will control and be applicable to Additional Business, migrations, upgrades, features, services, downgrades or removals.

The Services, including but not limited to Background Checks, Tax Filing, Pay Card (as defined herein) and, Risk and Safety Services and Full Service Direct Deposit (FSDD)/ADPCheck (ADP pays Your employees from ADP’s own bank account) are available for as long as You meet any eligibility requirements, which may include credit checks of You and Your principals, including any of Your owners, identification verification of You, Your employees and any of Your owners, and other authentication procedures. You acknowledge and agree that these credit checks and authentication procedures may be performed by ADP or a third party and ADP may disclose the information provided, including any personal information, to such third parties for this purpose, and may require that You sign additional forms. You understand and acknowledge that implementation, access to and ongoing provision of the Services shall be conditioned upon You, Your employees and any owners passing, and continuing to pass, any ADP authentication, credentialing and bank account and balance verification processes and passing any additional credentialing, verification or authentication that ADP may deem necessary in connection with the Services provided, using data available to ADP. You further authorize and appoint ADP as Your agent with full authority to authenticate and verify Your bank account and balances. You understand that the provision of products and/or services may be modified as ADP may deem appropriate in ADP’s reasonable discretion or in order to assist ADP or any of its partners, affiliates, or subsidiaries in complying with its legal and/or regulatory obligations. You acknowledge that ADP or its affiliates may pay compensation to a third party or broker for the referral of Your business for the Services and other products You may purchase.

You hereby absolve ADP of any errors, penalties and interest payment responsibility arising from incorrect deposits, filings or payroll liability information prior to Your start date with ADP. You will make all tax deposits for payrolls run before setup of ADP’s tax filing service.

### 1. The Services

A. **Performance Standard** ADP will perform the Services in a professional manner with personnel having such skills as required by the Services to be performed.

B. **Use of Services/Protection of Data** You will use the Services in accordance with the instructions and reasonable policies communicated to You and only for Your internal business purposes. You may not use the Services, or any software or system used to

provide them, for commercial software hosting services. You may not interfere with, tamper, manipulate or otherwise disrupt any information technology systems, networks, servers, databases and/or infrastructure (including hardware and software) (together, “IT Systems”) of RUN. You may not circumvent RUN technical controls and security measures in place to safeguard RUN IT Systems and data. You may not use RUN or the Services provided through or in connection with RUN to violate any applicable international, federal, state and local laws, statutes or regulations or conduct any other illegal activity; or to harvest, copy, modify or otherwise collect information of third parties, including e-mail addresses, without their express written consent; or to publish, sell, license, create derivative works or otherwise use any contents or information available on or through RUN, the Services provided through or in connection with RUN, or RUN’s IT Systems, directly or indirectly, for commercial or public purposes. You will not provide, directly or indirectly, any of the Services, including Payment Services as defined herein, or any part thereof, including any contents, information, tools, calculators and resources, to any party other than Yourself. Your employees will not disclose any confidential account access credentials or confidential information to Unauthorized Third Parties. Such confidential information shall also include access to and use of password protected and/or secure information that is restricted to authorized users only and user account access credentials and related user authentication information. ADP will take reasonable precautions to prevent the loss of or alteration to Your data files in its possession including employing regular back-up procedures, but ADP does not guarantee against any loss or alteration of Your data. ADP is not and will not be Your record keeper so, to the extent You believe it necessary, You will keep copies of all documents or information delivered to ADP in connection with the Services. You are responsible for maintaining and backing-up any information You are providing or using in connection with RUN.

C. **Payment Services** If You are receiving any of the Services that require ADP to debit funds from Your account to pay Your third-party payment obligations (e.g., Tax Filing, GPS, FSDD Services, TotalPay or Payroll Card or other pay card (hereafter “Pay Card”), Pay-by-Pay, 401K and/or ADPCheck Services) (“Payment Services”), You will have sufficient, collected funds in Your account within the deadline established by ADP to satisfy all third-party payment obligations and any ADP fees for Services. Payment Services are subject to the operating rules of the National Automated Clearing House Association (“NACHA”). ADP and You agree to comply with the NACHA rules applicable to it with respect to the Payment Services. You agree that You will not cause ADP to initiate payments on behalf of any non-Affiliate of Yours under this Agreement unless such non-Affiliate is identified in the client account agreement. ADP may commingle Your impounded funds with other clients’, ADP’s or ADP-administered funds of a similar type. **ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BELONG TO ADP.** You acknowledge and agree that ADP will, with respect to the provision of the Pay Card services, provide You with Pay Card marketing materials that You can make available to Your employees, and implementation of Pay Card as a direct deposit option for Your employees. You also acknowledge and agree that the FSDD provisions of this Agreement will apply to Pay Cards.

D. **Accuracy of Your Information, Review of Data** All Services provided to You will be based on information provided to ADP by You and/or Your employees (including proof of federal, state and local tax identification numbers and payroll history). You agree to provide accurate, complete and timely information and documentation needed by ADP to perform the Services. The person agreeing to these Terms or any other person designated in writing by that person, is Your authorized payroll contact from whom ADP will take all instructions. ADP will not be liable for following such instructions. You agree to have someone other than Your designated payroll contact promptly and thoroughly review Your disbursement reports to help You spot and correct errors and inconsistencies and help prevent fraud, and promptly notify ADP of any errors. You agree to promptly review all disbursement records, certificates (including any COIs generated by You) and other reports You receive from ADP or that You produce or generate in connection with RUN, for validity and accuracy. You will promptly deliver to ADP any information regarding Your payroll, employees and any other information or materials of Yours, regardless of form (e.g., images, graphics, text, custom reports, etc.), to be included in the Services, including any Personal Information, as that term is defined in Section 10B, whether included by ADP as part of its setup or other Services or by You or any of Your employees (“Your Client Content”). You are responsible for selecting and/or inputting any personal data elements that are optional. The collection and processing of such data elements will be performed under Your responsibility. You shall only provide ADP with Client Content that is required to perform the Services. You may, during the implementation process or as part of the ongoing Services, elect to configure RUN or the Services to process additional data elements beyond those data elements that are required by ADP to perform the Services. You shall remain solely responsible for such configurations, including the processing of Client Content or data pursuant to applicable law.

Your Client Content will be in an electronic file format specified by and accessible to ADP. Upon completion of any setup or other Services or any request for custom reports, You will review Your Client Content provided to ADP as included in the Services. By commencing “live” processing or using the Services, You confirm that Your Client Content is accurate and complete. ADP will have no liability to You for any errors or inaccuracies in Your Client Content included in the Services that was provided by You, or should have been reviewed and approved by You and You agree to indemnify and hold ADP harmless for any damages resulting from Your or Your employees’ failure to provide accurate information. ADP may also perform other services related to RUN that You may request (e.g., training, custom reports, Background Check Services, TLM services, HR Services, Health Care Tax Credit Assist, unemployment claims processing, Risk and Safety Processing, employment and income verification, etc.), and such services will be covered by this Agreement at ADP’s then current fees, if applicable. Certain of the Services to be provided by ADP may be provided by subsidiaries or affiliates of ADP, Inc. or by ADP’s subcontractors, and ADP will be responsible for the performance of those subsidiaries, affiliates and subcontractors.

**E. Responsibility for Compliance with Laws** The Services are designed to help You comply with applicable laws and governmental regulations. Nevertheless, You (and not ADP) will be responsible (i) for Your compliance with all laws and governmental regulations affecting Your business generally, including any rules and regulations applicable to ADP regarding trade sanctions, export controls or trade with prohibited parties and (ii) for any use You make of the Services to help You comply with any applicable laws and governmental regulations. You acknowledge and agree that ADP is not responsible for advising You of Your obligations under any laws or regulations that apply to Your business. You will not rely on use of the Services to comply with any laws and governmental regulations. Many federal, state and local laws, rules and regulations,

impose additional requirements, such as employers must obtain consent from their employees, in connection with direct deposit and/or the use of electronic statements. These laws vary and it is Your responsibility to ensure You are compliant with these laws regarding electronic statements and obtaining any consents, including for Print On Demand capabilities, providing on-line access at Your work site, and direct deposit, as well as for complying with any other applicable federal, state, local or other laws and governmental regulations affecting Your business. You are exclusively responsible for making physical copies of online statements, including wage statements, Forms W-2, Forms 1099, or Forms 1095-C, available to Payees to the extent required by applicable law. You represent that You verified the identity of each of Your employees to whom You will make payments using ADP Products or Services through appropriate documentation provided by such employee (e.g., I-9 documentation). You also acknowledge that You alone are responsible for the designation of an individual or vendor as a “contractor” and ADP will have no liability for Your designation(s). No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.

**Important Tax Information (IRS Disclosure):** Notwithstanding Your engagement of ADP to provide ADP Tax Services, You are responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for Your employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department’s Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them. Online enrollment in EFTPS is available at [www.eftps.gov](http://www.eftps.gov); an enrollment form may also be obtained by calling (800) 555-4477. State tax authorities generally offer similar means to verify tax payments. You may contact appropriate state offices directly for details.

**F. FSDD/ADPCheck/Pay Card** For FSDD and Pay Card Services, before the first credit to the account of any employee or other individual (a “Payee”), You will get a signed and valid payee authorization from the Payee (a “Payee Authorization”) which will be in a form acceptable to ADP and comply with NACHA rules and applicable law and shall authorize the initiation of credits to the Payee’s account and debits of such account to recover funds credited to the account in error. You will retain a copy of each Payee Authorization during the period the Payee Authorization is in effect and for two years after and will provide a copy to ADP upon request. You agree not to distribute any ADPChecks to Payees in any manner that would allow Payees to access the associated funds before pay date and You acknowledge that doing so may result in additional fees being charged to You. You also agree to cooperate with ADP to recover funds credited to any Payee’s account in error. If You want to stop payment on any ADPCheck, You will provide ADP with a written stop payment request in the form provided by ADP. ADP will, within 24 hours of receipt of the request, place a stop payment order with ADP’s bank. You will not request ADP stop payment on any ADPCheck which represents funds to which a Payee is rightly entitled. You agree to indemnify, defend and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever from stopping payment on any ADPCheck requested by You and from and against all actions, suits, losses, claims, damages, charges and expenses including attorney’s or other fees, in any claims or suits arising because of a request to stop payment, including claims made by

a “holder in due course” of such check. If You subscribe to the use of any Pay Card Services, You also agree to the Pay Card Services terms attached to these Terms as Exhibit A, which are incorporated into these terms as if fully set forth. By agreeing to or signing these Terms You acknowledge receipt of the Pay Card terms in Exhibit A and agree to perform all obligations set forth in Exhibit A.

**G. Background Check Services** will be provided by ADP Screening and Selection Services, Inc. (“SASS”), an affiliate of ADP. You will be required to pass the SASS credentialing process. If You do not pass this process, ADP may require additional information or deny access to the Background Check Services. You will sign and deliver to ADP any documents and forms ADP deems necessary to provide You with the Background Check Services under any requirements of governmental data sources and consumer reporting agencies for which ADP is a reseller, or under applicable laws and regulations. Subscription-based programs are not available to organizations providing staffing-related services, property management companies or resellers (i.e., companies who do background checks for other companies) and are only available for Your own employment screening. ADP will abide by all of the provisions of the Fair Credit Reporting Act, as amended (“FCRA”), as applicable to the obligations of ADP acting as a consumer reporting agency in providing Background Check Services. ADP will follow reasonable quality assurance procedures with respect to preparing any reports including consumer reports and/or investigative consumer reports (hereafter each individually referred to as “Report” and collectively as “Reports”). However, because the information contained in Reports is provided by third parties, ADP is not responsible for any errors or omissions in such third-party information. You understand that the Background Check Services made available to You through a subscription-based program will have applicable limits, as indicated on Your Sales Order or similar document, and that there are additional fees when ordering a New York Consolidated Criminal History Report and/or when a search requires a New York county criminal history search. To the extent that You order Background Check Services which exceed or differ from the number and type included in Your Services, You will be charged by SASS for the amounts due for the excess number or different services. You agree to pay ADP for Background Check Services You order that are not included in Your Services, as well as for applicable fees when ordering a New York Consolidated Criminal History Report and/or when a search requires a New York county criminal history search. ADP may pass on any new or increased fees assessed on a particular product by any governmental source or third-party source or vendor at any time, upon thirty (30) days’ notice to You.

You understand that from time to time ADP may provide information regarding laws and regulations applicable to users of Reports, including, but not limited to, information pertaining to a user’s legal obligations and responsibilities under FCRA and other applicable laws and regulations. Any information provided by ADP, including, but not limited to, information available for reference on “The Guide” at [www.adpselect.com](http://www.adpselect.com), is provided for educational purposes only and is not legal advice. You understand and agree that You should review all applicable laws and regulations and consult with experienced counsel for legal advice. You understand that the Guide may be amended from time to time by ADP and You will have access to such amendments online. You acknowledge that You have Internet access so You can access the Guide as made available by ADP.

You are solely responsible for ensuring Your own compliance with applicable laws and regulations in requesting, using, and maintaining Reports, and for maintaining Reports sufficient to comply with Your document retention policies.

You acknowledge that so long as You have access to Background Check Services, You will have access to all Reports ordered through the SASS background site for at least one year (unless we tell You of a shorter period). ADP will not deliver copies of Reports to You once such Reports are no longer available within the SASS background screening site or after termination of the Background Check Services or this Agreement, except as required by law. ADP will make available additional accounts to You upon Your written request. You will provide any information ADP requires for establishing additional accounts. You will ensure that the additional accounts established at Your request by ADP are for employment purposes only, and only in accordance with applicable law. You will ensure that the additional accounts and all information received from ADP is used in strict compliance with the applicable provisions of all federal, state and local laws and international law and all regulations promulgated under any of them, including, but not limited to, the FCRA, the Americans with Disabilities Act (ADA 1990), all equal employment opportunity laws and regulations, to the extent applicable, the Drivers Privacy Protection Act and Federal Equal Credit Opportunity Act, and any federal, state or country specific data privacy law. In the event and to the extent of any conflict between the terms and conditions of this Section and applicable law, the provision(s) of applicable law will govern.

#### H. TLM Products

a) You will provide and install all power, wiring and cabling needed for the installation of any data or time capture hardware or software (the "Timeclock Equipment"). You will pay an installation and set-up fee for each unit of Timeclock Equipment if the equipment is installed on Your premises by ADP.

b) You will not make any alterations or attach any device not provided by ADP to the Timeclock Equipment. ADP will continue to own the Timeclock Equipment unless You chose the purchase option and paid ADP the full purchase price. Unless You bought and paid for the Timeclock Equipment, it will remain a separate item of personal property though attached to other Timeclock Equipment or real property and You will not remove the Timeclock Equipment from the original installation site without ADP's prior consent.

c) Upon termination or cancellation of this Agreement, TLM and/or Payroll Services, You will, at Your expense, return the Timeclock Equipment to ADP according to ADP's instructions. The Timeclock Equipment will be returned in as good condition as received by You, except for normal wear and tear. If the Timeclock Equipment is not returned within 30 days of termination, You agree to purchase it at ADP's retail price at the time of termination. If payment for the Timeclock Equipment is not received within 30 days of any demand for the return of the Equipment, ADP will be able to use any lawful remedy to enforce its rights including, debiting the account You use for ADP Services and/or sending the account to a collection agency for settlement. The terms of this Section c. will not apply if prior to the time of termination or cancellation You had already purchased and paid for the Timeclock Equipment in full.

d) ADP warrants to You that the Timeclock Equipment will be free from defects in material and workmanship at the date Timeclock Equipment is shipped and for 90 days after. ADP's sole obligation in case of any breach of any warranty contained in these Terms will be to repair or replace, at ADP's option, any defective items. This is the extent of ADP's liability for all claims related to Timeclock Equipment including contract and negligence claims, and will be Your sole remedy.

e) Maintenance services for the Timeclock Equipment (set forth below in Section f) apply automatically to Timeclock Equipment under the subscription option and any maintenance charges are already included in the monthly time and labor management subscription fees. The costs for maintenance services for Timeclock Equipment under the purchase option are not included in the purchase price and a separate annual maintenance fee will apply. Under the purchase option, You can terminate Your receipt of maintenance services by giving ADP written notice at least 30 days before the end of the then current annual coverage period. ADP is not required to return any maintenance fees relating to a current or prior coverage period. (NOTE: If You select the purchase option but opt not to receive (or terminate) maintenance services by executing a waiver of maintenance services, any such services provided by ADP at Your request will be subject to ADP's then current charges for such services.) No Timeclock Equipment maintenance is done at Your site. You will be responsible for all delivery/shipping costs and all risk of loss during shipment/delivery of Timeclock Equipment relating to maintenance services.

f) ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) will be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, if the Timeclock Equipment was properly installed and maintained by You and if it has been used in accordance with any documentation or terms provided by ADP or its designee and has not been subject to abuse or tampering. The foregoing repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from You of the Timeclock Equipment at issue and determines that it results from defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for You to use while ADP determines the cause of the issue with the Timeclock Equipment in question. Repairs and replacements required as a result of any of the following will not be included in the maintenance services and will be charged at ADP's then current rates: a) Damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical or electrical stress, or causes other than normal or intended use; b) Your failure to provide and maintain a suitable installation environment; c) Any changes made to or any devices not provided by ADP attached to the Timeclock Equipment; and d) Malfunctions resulting from use of badges or supplies not approved by ADP.

g) In order to keep the products current, ADP may perform maintenance fixes and other upgrades to the TLM products You are receiving. ADP will perform these upgrades on Your behalf for all hosted products. For non-hosted products, You will need to install the upgrade provided by ADP pursuant to the written notice provided to You.

h) The TLM Products are hosted by ADP in the United States. The TLM Products are intended for use by United States employees and to permit the transmission of data within the United States only. You are responsible for complying with all applicable data protection laws and represent that You obtained any employee consents necessary (or

otherwise have complied with applicable law) to transmit the information to ADP in the United States or otherwise make the ADP TLM Products available to Your employees outside the United States. The TLM Products may not be used or accessed in any way that violates any applicable international, federal, state or local laws and/or regulations.

i) a. Biometric Services are defined as services provided by ADP to You via the use of timeclocks and software in connection with ADP's provision of TLM Services, to the extent such timeclocks or software collect, store or use Biometric Data ("Biometric Services"). Biometric Data includes information collected by timeclocks and software obtained by scanning a part of the employee's person including without limitation: a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry ("Biometric Identifiers"), or any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual ("Biometric Information") (collectively referred to as "Biometric Data").

b. Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which may apply to Your use of Biometric Services. To the extent You elect to use Biometric Services, You agree to comply with all such applicable laws and regulations in accordance with this Agreement. In the event You are unwilling to comply with laws and regulations applicable to Biometric Services, You will be able to continue to use the Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric

Services are part of the scope of Services: (i) Before any of Your or any of Your employees or independent contractors who use Biometric Services to record their attendance, hours worked or other work-related data ("Biometric User") is permitted to use any Biometric Services in a jurisdiction where laws and regulations govern such use, You will comply with the following requirements, in addition to any other requirements imposed by applicable law (to the extent there is a conflict between the requirements below and the requirements of applicable law, You will comply with applicable law): (a) You will implement, distribute and make available to the public, a written policy establishing Your policy with respect to the use of Biometric Data. Such policy will include: (1) a retention schedule and guidelines for permanently destroying Biometric Data; (2) a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with You, whichever occurs first; and (3) any additional requirements as required by applicable law. (b) You will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by applicable law, including: (1) notifying Biometric Users in writing that You, Your vendors, and/or the licensor of Your time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that You are providing such Biometric Data to Your vendors and the licensor of Your time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used; (2) obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing You, Your vendors, and licensor of Your time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by You, and authorizing You to provide such Biometric Data to Your vendors and the licensor of Your time and attendance software; and (3) if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by You, and/or certifying to ADP that such consents or releases have been obtained.

c. You will work with ADP to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, You agree to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Your failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

d. You agree that You shall use a reasonable standard of care consistent with applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which You store, transmit and protect from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

e. Notwithstanding anything to the contrary in the Agreement, You agree that ADP and any licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.

f. If ADP determines that You have failed to comply with any applicable laws and

regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to You, immediately suspend or terminate the Biometric Services.

#### I. HR Services

a) If You request and are permitted access to HR Services, You agree to use such Services for research and reference purposes only and only for the benefit of Your employer. By submitting any content to ADP through any HR Services, including message boards, forums, chat rooms and chatbots, You grant ADP a royalty-free, perpetual, irrevocable, world-wide license to use, reproduce, modify, adapt, translate, create derivative works from, distribute, publish and display all such content (in whole or in part) and to incorporate such content in other works in any form, media or technology, whether currently existing or hereafter developed. By submitting any content to ADP, You represent and warrant to ADP that You have the unfettered right to give such a license to ADP. You agree that You will not submit any content that (a) infringes on the intellectual property rights of any other person or entity, unless You have the permission of the person or entity to submit the content and grant the license provided herein, (b) violates the privacy or publicity rights of any other person or entity, unless You have the permission of such person or entity to submit the content and thereby grant the license provided herein, (c) is offensive, obscene, defamatory, threatening or abusive, (d) advertises any other site or business or (e) contains computer programming routines or code designed to interfere in any way with the full, proper and timely operation of RUN or any HR Services or any computer system.

b) Materials accessible from or added to any HR Services or web sites by third parties, such as comments posted in discussion groups, documents, or forms, are strictly the responsibility of the third party who added such materials or made them accessible. While ADP reserves the right to monitor third-party discussions or content and to remove materials that ADP believes are inappropriate, ADP neither endorses nor undertakes to control, monitor, edit or assume responsibility for any such third-party material contained in or linked to any HR Services or web sites. Any relationship between You and any third party relating to HR Services shall be governed by any applicable agreement or terms of service between You and such third party and you assume all responsibility and risk arising from Your use of and/or reliance upon information, guidance or advice received from such third party, whether orally or in writing.

c) When You subscribe to any HR Services You can make one attributed copy of a document available through the HR Service for use within Your organization. You may not make multiple copies of documents without expressed written consent. Except for individual copies and direct use by You, You may not copy, modify, distribute, display, transmit, use or prepare derivative works based on the HR Services or any of their contents, or remove or alter any copyright, trademark or other proprietary notice from any part of the HR Services or any of the contents except where expressly instructed to do so.

d) Pursuant to the Digital Millennium Copyright Act, ADP has registered an agent with the U.S. Copyright Office. Notices of claimed copyright infringement on any web site should be directed to: Automatic Data Processing, Inc., 1 ADP Boulevard, Roseland, NJ 07068, Attn: Legal Department, Intellectual Property Counsel.

e) Although ADP makes every reasonable effort to ensure that the information, tools and data provided through the HR Services, which include the HR HelpDesk and HR Chatbots, are useful, accurate, and current, ADP cannot guarantee that the information, tools and data provided will be error-free. By using the HR Services, You assume all responsibility for and risk arising from Your use of and reliance upon the contents of the HR Services. You agree to defend, indemnify and hold harmless ADP and its affiliates and their successors or assigns from and against any liability whatsoever arising from or relating in any way to Your use of any HR Services.

#### J. Employment Verification Services and Authorization as Agent; Employee Authorized Disclosure.

a) To the extent You have not opted out of receipt of employment and income verification request management services (Employment Verification Services), the terms in this section will govern Your use of the Employment Verification Services and Employee Authorized Disclosure. ADP currently provides the Employment Verification Services through its subcontractors, The Work Number®, an Equifax Workforce Solutions service, though ADP reserves the right to provide them through another entity (each, a "Verification Agent"). Notwithstanding anything to the contrary in these Terms, You authorize ADP and its Verification Agents to disclose, on Your behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of Your and Your employees (or former employees) (collectively, "Verification Data"), to commercial, private, non-profit and governmental entities and their agents (collectively, "Verifiers"), who wish to obtain or verify any of Your or Your employees' (or former

employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. You understand that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

b) Data Quality. If requested by ADP, You agree to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. ADP will update the Verification Services database with the applicable Verification Data available in RUN or through the Services.

c) Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers"). You certify that You have read the Notice to Furnishers provided to You at the following URL: <https://www.consumerfinance.gov/rules-policy/regulations/1022/m/#ImageM2>. You understand Your obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certify You will comply with all such obligations. You further understand that if You do not comply with such obligations, ADP may correct incorrect Verification Data on Your behalf or terminate the Employment Verification Services upon 90 days prior written notice to You.

d) Archival Copies. Notwithstanding anything to the contrary in these Terms, You agree that, after the termination of these Terms, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Your employees and former employees and the confidentiality provisions in these Terms will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

e) Additional Termination Provisions for Employment Verification Services. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to You should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

f) Employee Authorized Disclosure. ADP may disclose or use Personal Information of a Client's employee where such employee requests and consents to the disclosure for the employee's personal benefit (e.g., to verify an employee's identity in connection with a bank account application).

#### 2. Document Vault

If You request and are permitted access to Document Vault through RUN, You agree to assume all risk and liability for all documents, information, data and content (collectively "Content") that You upload and store. You understand all Content may be protected by intellectual property and You must have the rights to all Content that You upload and store. By affording You access to Document Vault, ADP is offering You a service that allows You to upload and store Your Content. By uploading Content into Document Vault, You agree and acknowledge that You are solely responsible for all Content uploaded and stored by You and that ADP has no responsibility or obligation to monitor or notify You of any non-compliance related to Your use of Document Vault. ADP is not responsible for the accuracy, completeness, appropriateness, or legality of the Content that You upload and store. ADP is not and will not be Your record keeper. Document Vault is a self-service feature and You acknowledge that while ADP may access Your Content, You are solely responsible for complying with all applicable laws regarding recordkeeping, record storage and record retention with respect to Your Content. ADP will not be responsible for any lost, damaged or irrecoverable content. By using Document Vault, You retain full ownership of all Content that You store. You agree that You will not use Document Vault to: (1) upload, store, transmit or otherwise make available any Content that spreads messages of terror or depicts torture or death or illegal acts; (2) harm minors in any way; (3) upload, store, transmit, or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; or (4) upload and store any content related to sex, violence, or any other illegal content. Uploading and storing such information will be considered a violation of these Terms and will be cause for immediate termination as set

forth in Section 12. If You or ADP terminate this Agreement, Your access to RUN will terminate but You will have the ability to retrieve and download Content stored in Document Vault for a limited amount of time.

### 3. Background Check Services Fair Credit Reporting Obligations

A. If You request and are approved to receive Background Check Services which include receiving a "Report" or Reports from ADP, You acknowledge it is provided by ADP solely at Your request and instruction and that ADP is not acting as Your agent and not making any hiring decisions for or on your behalf. You also understand and agree that You shall do (and shall cause Your Affiliates receiving the ADP Background Check Services to do) the following:

1. Review the Notice to Users of Consumer Reports: Obligations of Users under the Fair Credit Reporting Act ("Notice to Users"), available at [https://files.consumerfinance.gov/f/201504\\_cfpb\\_summary\\_your-rights-under-fcra.pdf](https://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf), and perform the legal obligations set forth in the Notice to Users.

2. Request, use, and maintain Reports in a manner consistent with applicable laws and regulations, as well as Your own hiring and document retention policies.

3. Use the information provided by ADP for one-time use, for the permissible purpose(s) designated in this paragraph (the "Permissible Purpose(s)") only, and only in accordance with applicable laws and regulations. The Permissible Purpose(s) is: Employment Purposes.

4. Before requesting any Report from ADP, make a clear and conspicuous disclosure to the individual who is the subject of the Report (the "Consumer") that a Report may be obtained for employment purposes, making such disclosure in writing and in a document consisting solely of the disclosure.

5. If a Report constitutes an "investigative consumer report," as defined by the federal Fair Credit Reporting Act ("FCRA"), make a clear and accurate disclosure to the Consumer, as required by 15 U.S.C. § 1681d(a)(1), including a copy of the Consumer Financial Protection Bureau's ("CFPB") Summary of Your Rights Under the FCRA, as applicable. Further, upon written request by the Consumer within a reasonable period of time after receipt of the disclosure required by 15 U.S.C. § 1681d(a)(1), timely make a complete and accurate written disclosure to the Consumer of the nature and scope of any investigation requested.

6. Obtain written authorization from the Consumer for each Report prior to requesting any Report and retain such written authorization.

7. Ensure full compliance with the FCRA and other applicable laws and regulations.

8. If You form an intent to take an adverse action, based in whole or in part on any information contained in a Report obtained from ADP, provide (prior to taking the intended adverse action) proper additional notices to the Consumer, a copy of the Report obtained, and a Summary of Rights, as required by the FCRA or any other applicable law or regulation. After providing the additional pre-adverse action notice, You must provide the Consumer a reasonable opportunity to dispute information contained in a Report prior to Your making a final adverse hiring decision or taking any other adverse action based on any information contained in a Report. If You then decide to make a final adverse action, based in whole or in part on any information contained in a Report obtained from ADP, You must provide such additional notices required under the FCRA and any other applicable law or regulation, which notice shall include, at a minimum: (1) the name, address and telephone number of ADP; (2) a statement that ADP did not make the adverse decision and is not able to explain why the decision was made; (3) a statement setting forth the Consumer's right to obtain a free disclosure of the Report from ADP if the Consumer makes the request within 60 days; and (4) a statement setting forth the Consumer's right to dispute directly with ADP the accuracy or completeness of any information in the Report.

9. Take all measures to ensure that Reports will be requested, accessed, and/or viewed only by Your designated representatives, with the understanding that You may disclose information within any Report to the Consumer, in accordance with applicable laws and regulations.

10. Be responsible for the final verification of the Consumer's identity and for the security and dissemination of the customer number provided to You.

11. Ensure that designated representative(s) do not attempt to obtain any Report on themselves or on any other person, except in the exercise of their official duties.

12. Not resell any Report or any of the information contained in a Report.

13. Notify ADP in writing within 10 days of any changes to Your company name, federal tax identification number, address, telephone number, contact person, sale or closure of business, merger, change in ownership of 50% or more of Your stock or assets, or any change in the nature of Your business that would in any way affect Your right to request and receive Reports.

B. You certify and covenant to each of the following each time You order a Report with respect to a Consumer in the United States:

1. You certify that You will use the Reports and information contained therein only for the following specific Permissible Purpose(s): Employment Purposes. Relatedly, You certify that You will not use the Report or information therein for any other purpose.

2. You certify that You have read the Notice to Users and that You have read and understand Your obligations under the FCRA, as well as the possible penalties for requesting Reports under false pretenses or without a permissible purpose.

3. You agree not to place an order for or otherwise request a Report for employment purposes unless (1) You have provided to the Consumer a clear and conspicuous disclosure in writing, in a document consisting solely of the disclosure, that a consumer report may be obtained for employment purposes and (2) You have authorized in writing the procurement of the Report. You, therefore, certify that, prior to placing any order for a Report for an employment purpose, You will provide the required disclosures to the Consumer and receive the required authorizations from the Consumer in accordance with the FCRA, including, but not limited to, in compliance with 15 U.S.C. § 1681b(b)(2).

4. You certify that You will comply with the pre-adverse and adverse action notice requirements contained in 15 U.S.C. §§ 1681b(b)(3) and 1681m, if You are considering taking an adverse action against a Consumer.

5. You certify that You will not use information from any Report in violation of any applicable laws or regulations, including, but not limited to, any applicable federal or state equal employment opportunity law or regulation.

6. You agree that the action of placing an order for or otherwise requesting a Report constitutes an affirmative certification to ADP as to the Consumer in question, and that by placing an order for or otherwise requesting a Report, You are certifying as to the Consumer in question that: (1) You have provided the Consumer a clear and conspicuous disclosure in writing, in a document consisting solely of the disclosure, that a consumer report may be obtained for employment purposes; (2) that the Consumer has authorized in writing the procurement of the Report; (3) if applicable, You will comply with 15 U.S.C. § 1681b(b)(3) (Your pre-adverse action obligations); and (4) no information in the Report will be used in violation of any applicable laws or regulations, including, but not limited to, any applicable federal or state equal employment opportunity law or regulation.

7. You agree not to place an order for or otherwise request a Report that constitutes an "investigative consumer report," as defined by the FCRA, unless You have provided a clear and accurate disclosure to the Consumer, as required by 15 U.S.C. § 1681d(a)(1), including a copy of the CFPB's Summary of Your Rights under the FCRA, as applicable. You, therefore, certify that prior to placing any order for a Report that constitutes an "investigative consumer report," as defined by the FCRA, You will provide the required disclosures to the Consumer and receive the required authorizations from the Consumer in accordance with the FCRA, including, but not limited to, in compliance with 15 U.S.C. § 1681d(a).

8. You certify that for any Report constituting an "investigative consumer report," as defined by the FCRA, You will provide additional disclosures as required by 15 U.S.C. § 1681d(b). Specifically, You certify that You will comply with 15 U.S.C. § 1681d(b) by timely making a complete and accurate written disclosure to the Consumer of the nature and scope of any investigation it requests, upon request made by the Consumer within a reasonable period of time after receipt of the disclosure required by 15 U.S.C. § 1681d(a)(1).

9. You agree that by placing an order for or otherwise requesting a Report that constitutes an "investigative consumer report," as defined by the FCRA, the action of placing the order or otherwise requesting such a Report constitutes an affirmative certification as to the Consumer in question, and that You are, therefore, certifying as to the Consumer in question, that: (1) You have provided to the Consumer the written disclosures for investigative consumer reports, as required by 15 U.S.C. § 1681d(a)(1), including a copy of the Consumer Financial Protection Bureau's ("CFPB") Summary of Your Rights under the FCRA, as applicable; and (2) if applicable, You will comply with the additional disclosure requirements imposed by 15 U.S.C. § 1681d(b).

10. To the extent You purchase employment reference verification services in connection with the ADP Background Check Services, You certify that You have read and agree to comply with the terms of use issued by ADP's vendor, TALX Corporation, set forth at [www.adpselect.com/\gldocs\EmploymentInformationTerms.pdf](http://www.adpselect.com/\gldocs\EmploymentInformationTerms.pdf), as the same may be amended from time to time upon notice to You.

C. 1. You also agree to take all measures to ensure that Reports will be requested, accessed and/or viewed only by Your designated representatives and only for employment purposes, provided, however, that You may disclose information within any Report obtained from ADP hereunder to an applicant or employee in accordance with applicable law.

2. You understand and agree that You (and not ADP) are solely responsible for ensuring compliance with all laws applicable to users of Reports, including, but not limited to, the disclosure and authorization requirements imposed by 15 U.S.C. § 1681b(b)(2), the disclosure requirements imposed by 15 U.S.C. § 1681d(a)-(b), the pre-adverse action



notice obligations imposed by 15 U.S.C. § 1681b(b)(3), and the adverse action notice obligations imposed by 15 U.S.C. § 1681m.

3. Within 10 days following ADP's request, You shall make available for review such records as ADP deems necessary to determine that You are in compliance with applicable laws and regulations relating to the ADP Background Check Services ("Compliance Review"), which records may include, among other things, Consumer and vendor authorizations/consents, but shall not include Your financial records. Your cooperation with this Compliance Review is essential to the continued provision of the ADP Background Check Services. If either (i) You fail to cooperate with ADP in the conduct of a Compliance Review or (ii) as a part of a Compliance Review, ADP determines that You have failed to comply with any laws or regulations applicable to the ADP Background Check Services, ADP may, in its sole discretion and upon notice to You, immediately suspend or terminate the ADP Background Check Services.

4. Either party may terminate the ADP Background Check Services at any time upon 30 days' prior written notice to the other party. Further, if ADP determines that You have failed to comply with any provision of these Terms, ADP may, at its sole discretion and upon notice to Client, immediately suspend or terminate the ADP Background Check Services.

5. You understand that notwithstanding any sample forms provided by ADP, in whatever format, for the Background Check Services, You are responsible for the content of such forms.

#### **4. Fees; Taxes; Payments**

A. Fees/Taxes You agree to pay ADP for the Services at the rates specified on the Sales Order, digital purchase page or receipt, or similar document, whether produced on-line, sent to You via email or otherwise provided to You by ADP. You will pay ADP for any Services, employees or additional services added by You in the future, and will be responsible for any banking related fees assessed by ADP with respect to such things as wires, insufficient funds, etc., at ADP's then prevailing prices and fees including for the Services, additional services or employees or any services You purchase through the ADP Marketplace. ADP does not impose a charge for accessing its mobile application, but third party providers may charge fees to You to access data. You are solely responsible for any third party fees or charges associated with accessing any mobile application. You will also be obligated to pay any maintenance fees or charges assessed for any 30-day period during which You have not processed payroll (excluding digital purchasers of online payroll subscriptions for which maintenance fees shall not be applicable). If You are a new ADP client processing on RUN, after the initial six months of service, ADP may increase prices for the Services at any time upon at least 30 days prior notice to You. If You previously processed payroll with ADP on another payroll platform, ADP may increase prices for the Services at any time upon at least 30 days prior notice to You. If You fail to pay any amount due hereunder, whether by acceleration or otherwise, You, on written demand, agree to pay interest at the rate of 1.5% per month (or the maximum allowed by law if less) on such past due amount from the due date until the payment date. You also agree to reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder. There will be added to all payments hereunder amounts equal to any applicable taxes levied or based on this Agreement, excluding taxes based on ADP's net income. In the event that, due to changes in legal requirements, product modifications or enhancements or new product offerings in connection with any Background Check, ADP provides additional services not otherwise included in the selected Background Check Services, as may be modified, enhanced or changed by ADP from time to time, such additional services will be provided subject to an additional charge. In addition, if any change in the implementation of the Background Check Services occurs that requires ADP to devote resources, spend time or other costs not contemplated by this Agreement, You agree to pay such additional costs as required by ADP. If You receive Background Check Services, a service fee will apply when ordering the New York Consolidated Criminal History Report. You agree that Your start date may change depending on when You start processing payroll but these Terms still apply.

B. Payments ADP accepts direct debit of funds ("DDF") as payment for the Services. ADP will not accept cash, checks, C.O.D. orders and wire transfers for the Services. ADP does not accept credit cards except in limited circumstances for specific services. Your bank account will be debited, or Your credit card charged, as applicable. ADP may obtain pre-approval from the credit card company for an amount up to the amount of the order. Billing to Your credit card occurs once You click the Purchase Now button. For those specific services for which ADP accepts credit cards, the following are accepted: Visa, MasterCard, and American Express. PLEASE NOTE: ADP is unable to accept credit cards issued by banks outside of the United States. Debit cards and check cards have daily spending limits that may prevent the processing of Your order. If a purchase is declined online due to credit card issues, please ensure all data is correct and resubmit. If the transaction is not accepted You will be unable to use that card for Your purchase and should use another credit card.

C. You understand, acknowledge and agree that You, and not ADP, are responsible for the payment of any local, state, Federal or other taxes due and in no event will ADP be

liable to pay any taxes due from You or Your employees, notwithstanding ADP's Tax Filing Services.

#### **5. License to use the Services**

A. RUN, the Services, any content, materials, tools, calculators, text or images and related software and systems are the licensed and/or owned property of and embody the proprietary trade secret technology of ADP and/or its licensors and are protected by copyright laws and international copyright treaties, as well as other intellectual property laws. The fees You pay ADP for RUN include a license fee that entitles You to use the related software and systems to access data processing services. The right to use RUN and access the data processing services provided by RUN is granted only to subscribers/licensees of ADP's RUN and their employees, for the sole purpose of using RUN, and this license terminates when You stop receiving RUN. ADP grants You a non-exclusive, non-transferable license to use RUN to access data processing services, and any related documentation supplied to You by ADP. Access to RUN and related systems and software are licensed not sold. You may not modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise try to discover any trade secret contained in RUN or in any software or system used to provide RUN, except and only to the extent that applicable law expressly permits, despite this limitation. You may not transfer, sell, rent, lease, lend or use RUN, the Services or any software or system used to provide them, to any third person or for commercial software hosting or other service bureau services. You may not download all or any part of ADP's proprietary software. You receive no rights to RUN software or systems or intellectual property of ADP or its licensors, except as expressly stated herein. ADP may terminate or suspend Your access to RUN or any related Services (in whole or in part) at any time, with or without notice, if ADP has reason to believe that You have violated these terms or are otherwise using the Services in an inappropriate manner.

RUN and related software and systems are intended to permit the transmission of data from within the United States and may not be used or accessed from outside the United States or in any way that violates any applicable international, federal, state or local laws and/or regulations.

B. Teledata Clients: If You are a Teledata client, You are not permitted to access or use the ADP proprietary software except to view Your company data, print standard reports and modify employee data. You cannot use the ADP proprietary software to run payroll. As a Teledata client You have chosen to transmit Your payroll, tax and related information to ADP either by fax or over the telephone to an ADP representative. Therefore, the license and software use rights granted under these Terms to use RUN do not apply to You except as noted above.

C. Mobile Devices. If you are accessing RUN on a mobile device (a "Device") or downloading the ADP mobile application for Services ("Licensed Application") on a Device, the following additional terms apply.

a) Services. The Services available through the Licensed Application are licensed, not sold, to You for use under these Terms, subject to the ADP standard terms of service currently governing ADP's provision of Services to You. If you are downloading the Licensed Application onto a Device to access the Services, then the word "Site" as referenced herein then will be deemed to mean "Licensed Application".

b) Scope of License. The license granted to You for the Licensed Application, or by Your use of the Site on a Device, is a limited, non-transferable license to use the Licensed Application or Site by means of a Device that is approved for use for the Services, that You own or control and as permitted by the Device's usage rules. You may not distribute or make the Services available over a network where they could be used by multiple Devices at the same time.

c) Commercial Items. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to US Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

d) Access to other services from Devices. In addition, third party services and third party materials that may be accessed from, displayed on or linked to the Device are not available in all languages or in all countries. ADP makes no representation that such services and third party materials are appropriate or available for use in any particular location. To the extent You choose to access such services or third party materials from your Device, you do so at Your own initiative and are responsible for compliance with any applicable laws including, but not limited to, applicable local laws. ADP, and its

licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will ADP be liable for the removal of or disabling of access to any such Services. ADP may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

## 6. Account Security and Passwords

A. In order to access and use RUN You will be required to provide proper credentials including Your User Name, Password and any other authentication required by ADP (“Authentication”) to access RUN. You are responsible for safeguarding the confidentiality of Your account information (including user email address(es) and Your Authentication selected by You or issued to You) and agree to take any and all actions necessary to maintain the privacy of Your Authentication for RUN. You are responsible for any use or misuse of Your account or RUN resulting from any third party, including any individual, contractor or vendor, using any Authentication selected by You or issued to You. ADP will have no liability for any claims or losses as a result of You sharing or allowing access to Your Authentication. You agree to notify ADP immediately of any known or suspected access or use by an Unauthorized Third Party, including unauthorized access to or use of Your account, Authentication of any individual user to whom You have issued Authentication or any other breach of security, or misuse of RUN known to or suspected by You. You are responsible for maintaining the security and confidentiality of Your Authentication involved in obtaining access to password protected or secure areas of ADP sites and systems and shall not disclose Your Authentication or your confidential information to Unauthorized Third Parties. In order to protect You and your data, ADP may suspend your use of ADP, RUN or the Services, without notice, pending an investigation, if any unauthorized disclosure or use or breach of security is suspected.

B. You may change Your Authentication at any time by following the instructions located under the Security section of the Company Tab (“My Security Profile” and “Change My Password”) in RUN. Data transmitted through RUN is encrypted for the user’s protection. However, the security of transmissions over the Internet can never be guaranteed. ADP is not responsible for any interception or interruption of any communications through RUN or related software or systems or for changes to or losses of data.

C. In order to protect You and Your data, ADP may suspend Your use of the Services immediately, without notice, pending an investigation, if any breach of security is suspected. In connection with the Background Check Services, You acknowledge that, for security reasons, Your Background Check account may be inactivated by ADP after a prolonged period of inactivity; provided, however, that inactivation of an account does not result in termination of this Agreement. In the event Your Background Check account becomes inactive, You must contact ADP to reactivate the Background Check account. You acknowledge that as a result of an account being deactivated, in certain circumstances, You may be required to provide new certifications with respect to Your obligations under this Agreement and in connection with the Background Check Services.

## 7. Disclaimer of Warranties

A. NEITHER ADP NOR ITS LICENSORS OR VENDORS MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION, SUITABILITY, RELIABILITY, AVAILABILITY, COMPLETENESS, SECURITY, TIMELINESS, OR ACCURACY OF RUN OR THE SERVICES OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH RUN OR THE SERVICES, FOR ANY PURPOSE. ALL OF THE FOREGOING ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. THE SERVICES ARE PROVIDED AS A RESEARCH AND REFERENCE TOOL ONLY AND DO NOT, AND ARE NOT INTENDED TO, CONSTITUTE LEGAL ADVICE. ADP DOES NOT PROVIDE LEGAL ADVICE. ADP AND ITS LICENSORS AND VENDORS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO RUN OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH RUN OR THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU WILL BE RESPONSIBLE FOR (AND NEITHER ADP NOR ITS LICENSORS OR VENDORS WILL BE LIABLE FOR): (1) THE CONSEQUENCES OF ANY INSTRUCTIONS YOU MAY GIVE TO ADP; (2) YOUR FAILURE TO USE RUN IN THE MANNER PRESCRIBED BY ADP; (3) YOUR FAILURE TO PROTECT YOUR AUTHENTICATION, INCLUDING WITH RESPECT TO ADP’S POLICIES REGARDING PROVIDING ACCOUNT AUTHENTICATION ACCESS TO THIRD PARTIES; (4) MAINTAINING AND BACKING-UP ANY INFORMATION YOU ARE PROVIDING OR USING IN CONNECTION WITH THE ADP RUN SERVICES; AND (5) YOUR FAILURE TO SUPPLY ACCURATE INPUT INFORMATION.

B. ADP will not be liable for any damage or losses, including damage, loss or disclosure of data, accounts, revenue or business, arising out of or otherwise related to (1) use of RUN

by You or by any other party to whom You have given access to Your RUN account information or RUN; (2) errors, bugs or other defects in RUN; (3) lost company, employee or vendor information (e.g., payroll information, social security numbers, lost records regarding withholdings, etc.); (4) illegal or criminal activities; (5) mistakes, omissions, interruptions, deletion of files or e-mail, loss of or damage to data, errors, defects, viruses, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to ADP’s records, programs or services; or (6) Your actions with Your employees or vendors, or the use of their information.

### C. Third party links, web sites, content and services.

a) ADP prohibits unauthorized links to the Site or the Services and the framing of any information contained on the Site or any portion of the Site or the Services. ADP reserves the right to disable any unauthorized links or frames. ADP has no responsibility or liability for any material on other web sites that may contain links to the Site or the Services. The Services and any web sites may display, include or make available, services, content, data, information, applications, links, terms of use or materials of or from third parties or provide links to certain third party web sites not under the control of ADP. Third party materials and links to other web sites are provided solely as a convenience to You. You acknowledge and agree that ADP is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such third party materials or web sites. ADP does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third party services, terms, third party materials or web sites, or for any other materials, products, or services of third parties. You also agree that any third party charges that are necessary to use the Site or the Services, such as internet charges and service provider charges, are Your responsibility and not that of ADP. You understand that by using any of the third party services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use such services at Your sole risk and ADP shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable. ADP DOES NOT ENDORSE, WARRANT, OR GUARANTEE ANY PRODUCT, INFORMATION OR SERVICE OFFERED BY A THIRD PARTY THROUGH THE SITE OR SERVICES, AND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN ANY USER OF THE SITE OR SERVICES AND ANY SUCH THIRD-PARTY PROVIDER.

b) Services available through or integrated with RUN. At times, ADP may make available to You through RUN or the Services, or integrate RUN or the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If You use any third party services that are integrated with or linked to the Site or Services which require the transmission, use, sharing, access or exchange of Your Client Content or any other payroll or other data or information You provide to ADP or the third party, You are expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Your use of any third party services will be governed by any terms You agree to with the third party and in the event of any conflict between these Terms and any third party terms, these Terms will apply to the provision of the RUN Services by ADP to You.

c) ADP Marketplace. ADP may provide You with access to the ADP Marketplace. You acknowledge that any third party application or service purchased by You through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. You will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by You and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

d) Feedback. You acknowledge and agree that You or Your employees may be asked or have the opportunity to provide suggestions, comments, submissions, content or other feedback regarding RUN or the Services (“Feedback”) either within RUN, directly to an ADP representative, on an ADP web or social media site or through surveys or links to or from third party sites that may collect such information from You on behalf of ADP. You agree that all Feedback will automatically become the property of ADP, without any compensation to You or any obligation for ADP to review the Feedback, is and will be given

entirely voluntarily and any Feedback, even if designated or deemed as confidential by You, will not create any confidentiality obligation for ADP. Furthermore, You hereby acknowledge and understand that, with respect to any Feedback, ADP is and will be free to use, disclose, reproduce, license or otherwise distribute or redistribute, and exploit in any way the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. You represent and warrant that You own and have the right to provide such Feedback and will indemnify and hold ADP harmless from and against any claims resulting from a breach of this representation and warranty.

## **8. Intellectual Property**

**A. Ownership of Proprietary Rights** All computer programs (other than pre-packaged third-party software), tutorials and related documentation made available, directly or indirectly, by ADP to You as part of the Services are the exclusive property of ADP or the third parties from whom ADP has secured the rights to such Services. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Services and the related logos, names, etc. are reserved. The use of any software included in, or supplied by ADP for use with, the Services will be governed by the license terms of this Agreement and any additional license (whether written, shrink-wrapped or on-line) that may be delivered to You in connection with Your use of RUN (such as any software required to view or print reports generated by RUN). In the event of a conflict, the terms of this Agreement shall prevail.

**B. ADP Indemnity** Subject to the remainder of this Section 8B, ADP will defend You in any suit or cause of action, and indemnify and hold You harmless against any damages payable to any third party in any such suit or cause of action, alleging that the Services as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of ADP are subject to the following requirements: You will take all reasonable steps to limit any potential damages which may result; You will promptly notify ADP of any and all such suits and causes of action; ADP controls any negotiations or defense of such suits and causes of action, and You assist as reasonably required by ADP. The foregoing obligations of ADP do not apply to the extent that the infringing Services or portions or components thereof or modifications thereto were not supplied or directed by ADP, or were combined with other services, processes or materials not supplied or directed by ADP (where the alleged infringement relates to such combination).

**C. Use of Your Authorized Marks** In the event that ADP makes available branding of any materials, cards and/or websites associated with the Services and You request such branding, You grant to ADP, to the card issuers and any third party service providers designated by ADP (collectively, "Authorized Users") the right to display Your trademarks, trade names, service marks, logos and designs designated by You (the "Authorized Marks"), subject to Your right to review and approve the copy prior to the use of such Authorized Marks. This authorization will cover the term of this Agreement and, if You are receiving Pay Card Services, any period of ongoing use of the Cards by employees after termination of this Agreement.

## **9. Your Warranties**

By subscribing to RUN, You make the following representations and warranties: (1) You have the legal capacity and authority to (a) enter into and be bound by these Terms, (b) to subscribe to and use RUN in accordance with these Terms and (c) if You are acting in a corporate capacity, to bind Your company; (2) You will not use RUN for any purpose that is unlawful, or prohibited by these Terms (as may be modified from time to time); and (3) All information supplied by You or by others using Your account is true and accurate, including information submitted as part of the registration, subscription and billing process.

## **10. Confidentiality/Privacy**

**A. Confidentiality.** All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, security, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with its own confidential information. The receiving party will limit access to Confidential Information to its employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent necessary to enforce its rights under this Agreement. In addition to any other authorizations in these Terms, You consent and agree that ADP may (i) disclose Confidential Information to the extent necessary for ADP to perform the Services, (ii) disclose Confidential Information among ADP affiliates,

subsidiaries or companies under common control with ADP, (iii) share Your FEIN number(s) with its trusted business partners in order to identify mutual clients, (iv) disclose Confidential Information to a third party, including subcontractors, to the extent that disclosure of such information is required to perform the Services, the Background Check Services or any other Services You requested, or disclosure is required in response to a subpoena, restraining notice, summons or other legal process or in connection with any litigation, (v) disclose Your banking and company information to the ADP banking partner that referred You to ADP, and (vi) disclose Confidential Information in connection with the Background Check Services as is required by ADP under any requirements of governmental data sources and consumer reporting agencies (for which ADP is a reseller), or under or to comply with any applicable laws, rules and/or regulations (including, without limitation, in connection with an audit or regulatory examination by a governmental authority). You acknowledge and agree that ADP or its affiliates may from time to time communicate, including by email, directly with You and/or Your current and terminated employees and/or Your current and terminated payees in order to service or provide the Services, solicit Feedback or market its products and services or those of its recommended vendors or partners and may use certain Confidential Information to do so. ADP may also provide access to and the ability to view, print or download pay statements or other information to the extent related to such employee or payee. This access will be provided as part of the Services for the term of this Agreement and ADP may, for such period of time as determined solely by ADP, continue to provide such access to employees following any termination or suspension of the Services as a convenience and to the extent ADP maintains the information in accordance with these Terms. You agree ADP may additionally disclose and/or use Your employee information where the employee has requested and/or provided their authorization to the disclosure and use of the information. Additionally, ADP may share Confidential Information with its affiliate, ADP Broker Dealer, Inc. ("ADPBD") in order for ADP or ADPBD to market or service "Rollover IRAs" for Your terminated employees. You also agree that ADP or ADPBD may disclose such information to a terminated employee to the extent it relates to such employee and acknowledges that ADP or ADPBD may be compensated by a financial institution if an employee selects a Rollover IRA. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, ADP can retain information for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply. You also agree that, in addition to the use of Your or Your employees' Confidential Information as otherwise set forth in these Terms, ADP may also use Your, Your employees' and participants' and other Service recipients' information for purposes other than performance of the Services or as otherwise set forth, in an aggregated, anonymized form, such that neither You nor such person(s) may be identified, and You will have no ownership interest in such aggregated, anonymized data. You authorize ADP to release employee-related, and such other data as required to perform the Services, to third party vendors of Yours as designated by You from time to time. For purposes of this Section, "Confidential Information" will mean: all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the Services, and will include, with respect to any Background Check Services, the Guide and any ADP operating guidelines which may be provided with respect to the Background Check Services, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information of ADP also includes all ADP trade secrets, processes, proprietary data, information or documentation related thereto, any pricing or service information or communications furnished to You by ADP. Your Confidential Information also includes all personally identifiable payroll, employee-level and payee-level data, as well as Your Personal Information as defined below in Section 10B.

**B. Privacy.** (a) ADP is Your service provider and processes data in accordance with Your instructions and ADP shall not retain, sell (as defined by applicable privacy laws), use or disclose Your Personal Information for any purpose other than as needed to perform the Services, as permitted by this Agreement, or as required by law. You represent that Personal Information, as that term is defined in this Section, transferred by You or at Your direction to ADP has been collected in accordance with applicable privacy laws, and ADP agrees that it should only process the Personal Information as needed to perform the Services, or as required or permitted by law. "Personal Information" as used herein means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.

(b) Information about You submitted through RUN or the Services is subject to ADP's privacy statement, located at <https://privacy.adp.com/privacy.html>.

#### **11. Limitation of Liability**

This Section 11 sets forth the full extent of ADP's liability for damages resulting from this Agreement or the Services rendered or to be rendered hereunder, regardless of the form in which such liability or claim for damages may be asserted, and sets forth the full extent of Your remedies. Each of ADP and You acknowledges that the fees for the Services to be provided hereunder reflect the allocation of risk set forth in this Section 11.

A. **ADP Responsibility** ADP will correct any of Your reports, data or tax agency filings, as the case may be, produced incorrectly as a result of an ADP error, at no charge to You. Additionally, ADP will reimburse You for (i) actual damages You incur as a direct result of the criminal or fraudulent acts or willful misconduct of ADP or any of its employees, or the loss or misdirection of Your funds in possession or control of ADP due to ADP's error or omission (ii) any penalty imposed against You as a result of an error or omission made by ADP in performing the Tax Filing Services or (iii) any interest assessed against You as a result of ADP holding Your tax funds past the applicable due date as a result of an error or omission made by ADP in performing the Tax Filing Services.

B. **Your Responsibility** You will be responsible for (i) the consequences of any instructions You may give to ADP, (ii) Your failure to use the Services in the manner prescribed by ADP, and (iii) Your failure to supply accurate input information.

C. **Limit on Monetary Damages** Notwithstanding anything to the contrary contained in this Agreement (other than as set forth in Section 11.A. regarding ADP errors and any direct damages You incur for infringement claims as set forth in Section 8.B. above), ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by You or any third party arising from or related to the Services, will be limited to the lesser of (i) the amount of actual damages incurred by You or (ii) ADP's charges for the affected Services; provided however, that ADP's aggregate liability hereunder in any calendar year will not exceed the average charge for one payroll processing paid by You to ADP for the payroll services during such calendar year. ADP will issue You a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by You.

D. **No Consequential Damages** NEITHER ADP, NOR YOU WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF INFORMATION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **12. Term and Termination; Your Default; Remedies Upon Default**

A. **Termination** Either party can terminate this Agreement at any time on at least thirty (30) days prior written notice. Either Party can also suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other Party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof; (ii) the other party stops business operations; or (iii) the other Party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). ADP may also suspend performance and/or terminate this Agreement immediately without prior notice in the event You, Your employee(s) or any other third party (i) includes in any Services any Client Content, or undertakes any action(s), which is obscene, offensive, inappropriate, threatening, or malicious; which violates any applicable law or regulation, including if You have violated, or conducting business with You, a payee or subsidiary of Yours, or the provision of Services to You, is in violation of, or causes or will cause ADP or its Affiliates to be in violation of any sanction laws applicable to ADP or its Affiliates, or any contract, privacy or other third party right; or which otherwise exposes ADP to civil or criminal liability, including in response to any restraining notice or (ii) wrongfully uses or accesses the Services or any other systems of ADP used in the performance of its obligations under this Agreement or (iii) are involved in any dispute regarding authority to provide ADP with instructions under this Agreement and ADP is unable to determine the authorized contact on the account from whom to take instructions. Additionally, Payment Services may be immediately suspended or terminated by ADP without prior notice if (i) ADP has not received timely funds from You as required by Section 1C above; (ii) a bank notifies ADP that it is no longer willing to originate debits from Your account(s) and/or credits on Your behalf for any reason, (iii) the authorization to debit Your account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account, (iv) ADP

reasonably determines that You no longer meet ADP's credit/financial eligibility requirements for such Services or (v) You have any material adverse change in Your financial condition. In addition to any other termination rights in this Agreement, if ADP determines that You have failed to comply with any provision of these Additional Terms related to Background Check Services, ADP may, at its sole discretion and upon notice to You, immediately terminate any Background Check Services.

B. **Post-Termination** If any of the Services are or may be terminated by ADP, ADP will be entitled to allocate any funds available to ADP in such priorities as ADP (in its sole discretion) may determine appropriate (including reimbursing ADP for payments made by ADP hereunder on Your behalf to a third party) and You will immediately: (i) become solely responsible for all third party payment obligations now or hereafter due (including, for Tax Filing Services, all related penalties and interest), (ii) reimburse ADP for all payments made by ADP hereunder on Your behalf to any third party, and/or (iii) pay any and all fees and charges invoiced by ADP to You relating to RUN. If ADP elects not to terminate any or all of the Services as permitted hereunder, ADP may require You to pay Your outstanding and all future third-party amounts covered by the Services and/or ADP's fees and charges for the Services to ADP by bank or certified check or by wire transfer as a condition to receiving further Services.

#### **13. Funding Indemnification**

You will be liable for debits properly initiated by ADP hereunder. You unconditionally promise to pay to ADP the amount of any unfunded payroll (including any debit that is returned to ADP because of insufficient or uncollected funds or for any other reason), on demand and interest thereon at the rate set forth in Section 4A. Also, if any debit to an employee or other Payee's or Your account reversing or correcting a previously submitted credit(s) is returned for any reason, You unconditionally promise to pay the amount of such debit upon demand and interest thereon at the rate set forth in Section 4A. You will be liable for, and will indemnify ADP against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Your employees or payees. You agree to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to You or any employee as a result of an error made by ADP or another party processing a transaction on behalf of ADP. You agree that in the event You overfund any amount due from You, ADP may return the funds to the bank account on file with ADP.

#### **14. Other Features**

A. **Data Access/Accountant Connect Feature** When You authorize Your accounting professional or other third party ("Your Representative") to access the RUN Data Access or Accountant Connect feature, You grant Your Representative permission to view, access and/or print electronic reports and tax forms and notices, view, print and download or provide mapping to or for Your general ledger information and run payroll, as authorized by You. The information accessible by Your Representative is generated by RUN based on and/or including Your Client Content. This method of access may permit Your Representative to make changes or updates to Your Client Content, when You authorize Your Representative to process payroll using this feature. Your Representative will have access to employee level information for all employees, and will have the ability to grant that same access to others within their organization. You and Your Representative are solely responsible for any activity conducted with the Data Access or Accountant Connect feature by You or Your Representative, including with respect to Your Client Content, running payroll or general ledger mapping. ADP may keep Your payroll reports and tax forms for a period of time after any termination of Your services for a period of time designated by ADP and make these records and reports available to You or Your Authorized Representative to view, print and/or download, as a convenience, without obligation to do so, if Your Representative was previously authorized to access these records and reports.

B. **CPA View Feature** When You authorize Your accounting professional ("Your CPA") to access the RUN CPA View feature, You grant Your CPA permission to view Your company and employee information and, view and/or print Your reports, view, print and/or update tax forms, download Your general ledger information, perform general ledger mappings (assign general ledger accounts to payroll items), as well as to change their login password and update their security profile. The information accessible by Your CPA is generated by RUN based on and/or including Your Client Content. This method of access will not permit Your CPA to make any changes or updates to Your Client Content. Your CPA will have access to employee level information for all employees. You and Your CPA are solely responsible for any activity conducted with the CPA View feature by You or Your CPA.

C. **Multi-Company Access Feature** When You are processing Your payroll using RUN for multiple entities, RUN will provide You with the ability, through its Multi-Company Access Feature, to access multiple companies without having to log out of one company and log

back into another company. When You utilize the Multi-Company Access feature You can assign multi-company access administrator rights to a RUN user. By doing so You acknowledge that such RUN user will have the authority to set up other RUN users for the feature. The list of companies that a user can access using this feature can be customized for each user. The user's role will be the same for all the companies listed for the user and may be changed during the Multi-Company Access setup. You, Your administrator and any users designated using this feature are responsible for any activity conducted in RUN.

## 15. General

A. Inducement You have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, including any printed terms You may have signed, and will govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement contains the most updated RUN terms and may be modified from time to time. In the event of a conflict between these Terms and any other previously signed agreements, these Terms will apply unless You have signed a *Resource on Run Client Services Agreement* ("Resource CSA") in which case the Resource CSA will govern the provision of those Services to You.

B. No Third Party Beneficiaries ADP has no obligation to any third party (including, without limitation, Your employees and/or any taxing authorities) by virtue of this Agreement. Other than with respect to ADP's vendors/licensors as set forth under sections 1(F)(xvii), 7 and 11 above, there will be no third party beneficiaries to this Agreement.

C. Force Majeure Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failure or other cause beyond the party's reasonable control.

D. Non-Hire During the term of this Agreement, You will not solicit the employment of any ADP employee who has been involved in furnishing Services hereunder.

E. Waiver The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party will not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

F. Severability If any of the provisions of this Agreement will be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of You and ADP will be construed and enforced accordingly.

G. Relationship of the Parties You and ADP expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

H. Governing Law This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.

I. Pricing The prices stated herein or in any sales order are not contingent or dependent on, or in any way related to, Your purchase of other products or services from ADP not covered hereunder, and will be honored regardless of whether or not such other products or services are purchased.

J. Printing These Terms and Conditions of Service If You do not have print capability or You otherwise desire to obtain a hard copy of these Terms, please visit RUN customer service Web site and send an email requesting a hard copy. You may view Your Terms on the Forms page in the Support pages within the RUN application.

## EXHIBIT A

### Pay Card Terms and Conditions of Service

(i) Pay Card Services shall refer to ADP's payment of certain of Your Payees, through a Pay Card for wages, commissions, consulting fees or similar compensation or work-related expenses ("Permitted Payments") which are to be paid in Your normal payroll cycle. Pay Cards are issued by a financial institution selected by ADP (the "Issuing Bank"). The Pay Cards issued to Payees of Yours may be referred to herein collectively as the "Cards" or each a "Card" or "Pay Card" and Payees of Yours who receive a Card may be referred to herein collectively as "Cardholders" or each a "Cardholder". You will assist and cooperate with ADP in the use of the Pay Card Services and will assign a liaison person to so assist ADP. You agree that You will use the Pay Card Services solely to direct legal Permitted Payments to Payees via the Pay Cards. You also agree that You will not unduly influence a Payee's decision with respect to receiving their Permitted Payments via a Pay Card. In addition, unless approved by ADP in writing, You agree that You may not make Cards available to individuals residing in any country other than the United States, and You represent and warrant that any payments that You request ADP to make hereunder will not violate any laws of the United States, including employment eligibility laws, and are for services rendered in the employment context. You shall not mail, distribute, transport or otherwise provide Cards to any individual outside the United States without the express written consent of ADP.

(ii) You understand and acknowledge that access to the ADP Pay Card Services shall be conditioned upon You passing ADP's credentialing process prior to implementation and passing any additional credentialing that ADP may deem necessary in connection with the ADP Pay Card Services. You further understand that the Pay Card Services may be modified as ADP may deem appropriate to assist ADP or the Issuing Bank in complying with its obligations.

(iii) Cardholder Set-Up. You will set-up (or cause ADP to set-up) each Payee as a Cardholder using data and/or procedures required by Issuing Bank or ADP. You represent and warrant that You have all necessary consents and authorizations of each Payee included in submitted set-up data that is required under applicable law and rules, including NACHA (as defined below), for Payee to (a) receive payments from You on its Card and (b) participate in the ADP Pay Card Services. You agree to promptly provide documentation or records related to the set-up of Cardholders and participation of Cardholders in the ADP Pay Card Services to ADP and/or Issuing Bank upon request and agree that such information may be provided to any regulatory authority having jurisdiction over the Issuing Bank or ADP. You, and not ADP nor any of its subcontractors, is responsible for reviewing all enrollment information supplied by such Payees and confirming that it is accurate and complete. Prior to set-up of any Payee on the Cardholder database and distribution of a Card to such Payee, You will: (i) inspect identification documents that will verify such Payee's identity and eligibility to work in the U.S. ("Identity Verification Documents") (e.g., (1) a passport or (2) a U.S. issued driver's license or picture identification card issued by a state or U.S. federal agency and social security card or (3) a U.S. issued driver's license and birth certificate); and (ii) obtain from such Payee and provide to ADP the following information, which information provided shall be accurate and verified by You: (a) name; (b) residential street address (a Post Office Box is unacceptable); (c) date of birth; (d) social security number for U.S. citizens and permanent residents (or other government issued ID number acceptable to ADP and Issuing Bank for individuals who are not U.S. citizens or permanent residents); and (e) personal telephone number. You agree to provide such additional information as may be required by ADP or the Issuing Bank in issuing a Card. You further agree that ADP or Issuing Bank (directly or through a subcontractor) may request and obtain identity information and legal documentation directly from the Payee to verify the identity of any Payee set up on the Cardholder database or participating in the ADP Pay Card Services and that a Payee may be denied ADP Pay Card Services for several reasons, including Your or Payee's failure to provide accurate information or the inability by ADP or Issuing Bank (directly or through a subcontractor) to validate the personal information of the Payee. You also covenant to ADP and Issuing Bank that, with respect to each Cardholder, You will: (i) make and preserve either of the following: (a) at least one (1) copy of all Identity Verification Documents; or (b) a description of the Identity Verification Documents that were relied on by You noting the date the Verification Documents were reviewed, type of document (e.g., driver's license, government issued identification, passport, alien registration card), any identification number contained in the document, the place of issuance (e.g., state or country) and, if any, the date of issuance and expiration date, provided that if You utilize the Pay Card to pay independent contractors who use form 1099, You will preserve a copy of all Identity Verification Documents as required by (i)(a)

above for those Payees. You agree to retain such documentation during the time that such

Payee is a Cardholder until the earlier of (a) five years from termination of Your obligation to make payments to such Payee or (b) five years from termination of such Payee's Card account; provided, however, that in the event a longer retention period is required for the Issuing Bank or ADP to meet its legal obligations, as a result of a change in applicable law or official interpretations thereof, ADP shall provide notice of such longer retention period and You shall retain such documentation for such longer retention period.

(iv) Issuance of Pay Cards. You may be issued an inventory of instant issue Cards. If You are issued instant issue Cards, You are responsible for distributing Cards to Your Payees from Your inventory of Cards. Prior to providing Payee's information to ADP to issue a permanent Card or load value on an instant issue Card, You shall provide each Payee with the following notice required under the USA Patriot Act: "IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open a Prepaid Card account, we may require your name, address, date of birth, Social Security number, tax identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents." The USA Patriot Act notice may be updated from time to time by ADP or the Issuing Bank. Prior to or in conjunction with distributing a Card to any Payee, You shall (i) remove the account routing information from the card kit; and (ii) provide each Payee with a copy of the Issuing Bank's Terms and Conditions and other enrollment-related materials. You will provide Cardholders with any other information and materials regarding the ADP Pay Card Services provided to You from time to time that is necessary for Issuing Bank or ADP to comply with applicable laws or regulations. You will be responsible for the safekeeping of the inventory of Cards received by You and for any theft or misappropriation of any such Cards prior to a valid and authorized issuance and distribution of such Card to a Payee of Yours. You shall not, under any circumstance, disclose or make available the account routing (ABA/DDA) number to any Payee. You shall direct Payees to the Cardholder services telephone number to obtain account routing (ABA/DDA) number as there are additional requirements that must be met before Payees are provided their account routing (ABA/DDA) number. The amounts to be loaded to each Cardholder's Pay Card will be provided to ADP by You through one of ADP's standard payroll transmission methods available to You or another means agreed to by ADP and You. You acknowledge that Payees must accept the Cardholder Terms and Conditions and that the Card may be cancelled by ADP or the Issuing Bank at any time in accordance with the Cardholder Terms and Conditions.

(v) Card Status. You are responsible for ensuring that Cardholders are paid via an alternate pay method in such instances where a Cardholder's Card has not been activated, or has been terminated, cancelled or is in inactive status.

(vi) Cardholder Services. ADP will make available Cardholder services to Cardholders. You will direct Cardholders to resolve all disputes regarding Card fees and charges and disputed charges on a Card with, and to report any lost or stolen Cards to, Cardholder services. Contact information for Cardholder services is in the Cardholder agreement provided with each Card. Notwithstanding the foregoing, You will be responsible for resolving all disputes by Cardholders regarding amounts credited or debited to the Cards at Your request.

(vii) Cardholder Communication and Card Features. You understand that Cardholders may receive notices, mailings and other communications directly from ADP or the Issuing Bank. In addition, ADP may make additional Card features available to Cardholders (e.g., secondary cards, card portability, reward programs, etc.).

(viii) Issuing Bank. All Cards issued to Cardholders are the property of Issuing Bank and are subject to cancellation by the Issuing Bank at any time in accordance with Issuing Bank's Cardholder Terms and Conditions. In the event of cancellation of a Card, such Payee will be required to resume another means of payment made available by You.

(ix) Cardholder Information. You understand that You are not entitled to access or review any Cardholder transaction information. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to investigate or prevent fraud) and consistent with the applicable Cardholder privacy policy, ADP may provide certain Cardholder transaction information to You. You agree to treat all Cardholder account information, including Card transaction records, and all other information related to the

Issuing Bank or ADP's provision of ADP Pay Card Services to Cardholders, whether provided or made available to You by ADP or Issuing Bank (or their respective agents and subcontractors), as confidential in accordance with the terms of Section 10 of the RUN Terms and Conditions of Service.

(x) Cardholder Fees. You acknowledge that separate fees and charges will be applied to Cardholders' Cards as set forth on the fee schedule provided to each Payee with the card kit prior to activation of the Card and such fees and charges are the responsibility of the Cardholder. Such Cardholder fees and charges are subject to change in accordance with the Cardholder Terms and Conditions applicable to the Cards. Current Card fees and charges are available upon request by You.

(xi) Use of Your Authorized Marks. In the event that ADP makes available branding of any materials, Cards and/or websites associated with the ADP Pay Card Services and You request such branding, You grant to ADP, the Issuing Bank and any third party service provider designated by ADP (collectively, "Authorized Users") the right to display the Authorized Marks on the materials, Cards and/or websites associated with the ADP Pay Card Services, subject to Your right to review and approve the copy prior to the use of such Authorized Marks. The term "Authorized Marks" shall refer to any trademarks, trade names, service marks, logos and designs designated by You for branding in connection with the ADP Pay Card Services. This authorization shall cover the term of this Agreement and any period of ongoing use of the Cards by Payees after termination. You understand that various marks identified with ADP, the Issuing Bank and other parties providing services with respect to the Cards may also appear on the materials, Cards and/or websites associated with the ADP Pay Card Services. You shall indemnify and hold harmless the Authorized Users from any loss, damages, claims, liabilities or expenses (including reasonable attorney's fees) that they may incur as a result of any claim that an Authorized User's use of or reference to the Authorized Marks as permitted herein infringes on the right of any other party.

(xii) Use of Issuing Bank's Marks. Except for materials and collateral provided by either ADP or the Issuing Bank, You agree that You will not use the name or marks of the Issuing Bank in any materials You distribute or make available to Your Payees without the Issuing Bank's prior written consent, as applicable.

(xiii) Payee Information. Notwithstanding the provisions of Section 10 of the RUN Terms and Conditions of Service, You agree that ADP and its subcontractors providing ADP Pay Card Services may disclose information to a Cardholder related to Your loads to Cardholder's Card and Card enrollment information provided by You regarding Cardholder and may otherwise use or disclose information regarding a particular Cardholder with the consent of that Cardholder or consistent with the Cardholder agreement and/or privacy policy applicable to that Cardholder.

(xiv) Your Responsibility for Compliance with Laws. Regarding the ADP Pay Card Services, the following provision shall apply in place of Section 1.E. of the RUN Terms and Conditions of Service with respect to laws and governmental regulations affecting the ADP Pay Card Services. Subject to Your fulfillment of Your compliance responsibilities under the Federal Reserve Board, Regulation E (12 CFR 1005, "Regulation E") as set forth below, ADP shall be responsible for compliance with the other requirements of Regulation E applicable to financial institutions with respect to payroll card accounts. Except as stated in the previous sentence, You (and not ADP, the Issuing Bank or their agents and subcontractors) are solely responsible for (i) compliance with all laws and governmental regulations affecting Your business, including state labor and payroll laws and the permissibility of the ADP Pay Card Services under such laws and federal employment eligibility laws, and (ii) any use You may make of the ADP Pay Card Services to assist You in complying with such laws and governmental regulations. In addition, You shall be responsible for compliance with those requirements of Regulation E controlled by You. Without limitation of the foregoing, You will fulfill the following responsibilities: (i) You will distribute to Your Payees all documentation (including, without limitation, Card fees and charges disclosure schedule and Cardholder Terms and Conditions) that ADP makes available to You for distribution purposes, and (ii) You will not mandate that any Payee receive wages only on the Pay Card; in lieu of such mandate, You will provide to Payees other legally permissible options for payment of wages. You also represent and warrant that any payments that You request ADP to make hereunder will not violate any laws of the United States and are for services rendered in the employment context for Payees who are legally eligible to work in the U.S. You will not rely solely on Your use of the ADP Pay Card Services in complying with any laws and governmental regulations.

(xv) Audits and Information Requests. You agree that upon prior notice from ADP or Issuing Bank, ADP, Issuing Bank and any regulatory authorities which have jurisdiction

over the Issuing Bank or ADP shall have the right to audit and inspect Your books and records related to the ADP Pay Card Services and Your performance of Your obligations with respect thereto, including, without limitation, the following: (i) Your records pertaining to the set-up of Payees on the Cardholder database and participation of Cardholders in the ADP Pay Card Services; and (ii) the Identity Verification Documents. Subject to applicable law, You agree to provide Issuing Bank or ADP with information and documents related to the ADP Pay Card Services in Your control or possession (x) in connection with inquiries or requests made by regulators or other enforcement agencies or authorities or (y) where provision of such information and documents is otherwise necessary for Issuing Bank or ADP to demonstrate compliance with applicable law, regulatory requirements or network rules to which Issuing Bank or ADP is subject.

(xvi) Network Rules. ADP Pay Card Services are subject to financial industry rules and compliance standards imposed by various card/payment networks or associations (collectively, the "Network Rules"). You agree, to the extent You utilize ADP Pay Card Services, to comply with Network Rules identified by the Issuing Bank from time-to-time related to such things as Card security and fraudulent or impermissible use of Cards.

(xvii) Third Party Beneficiary. Notwithstanding Section 15 of the RUN Terms and Conditions of Service, You acknowledge and agree that Issuing Bank (and its respective successors and assigns) is a third party beneficiary of this Agreement (as it relates to ADP Pay Card Services) entitled to enforce each of the provisions of this Exhibit and the RUN Terms and Conditions of Service specifically listed below against You as well as the limitation of liability provisions of Section 11 of the RUN Terms and Conditions of Service, including in equity and in law, as if it or they were a party hereto. The provisions of the RUN Terms and Conditions of Service applicable to the foregoing sentence include Sections 1C and 12A and the provisions of this Exhibit A applicable to the foregoing sentence include Sections (ii), (iii), (iv), (viii), (ix), (xi), (xii), (xiii), (xiv), (xv), (xvi), (xvii), (xviii), (xix), (xx) and (xxi). You acknowledge and agree that Section (ix) (Cardholder Information) and Section (xx) of this Exhibit A, and Section 11 (Limitations of Liability) of the RUN Terms and Conditions of Service, and Section (xix) (Indemnification) of this Exhibit A shall survive termination or expiration of this Agreement and the RUN Terms and Conditions of Service.

(xviii) Liability for Interruptions and Delays. Neither ADP nor the Issuing Bank shall be liable or deemed to be in default for any act, failure to act, negligence or bad faith by, or the insolvency of, any clearing house, card network or card association governing use of the Cards issued hereunder. Neither ADP nor the Issuing Bank shall be liable for any damages to You arising from any decision to refrain from or delay originating debit/credit entries or issuing ADP Checks or crediting amounts to any Pay Card (a) after reasonable efforts to verify Your instruction or such debit/credit entries by the required security procedure have failed, (b) due to Your creditworthiness, or (c) because ADP has not received timely funds from You as required by Section 1.C. of the RUN Terms and Conditions of Service.

(xix) Client Indemnity. You shall be liable for, and shall defend, indemnify and hold harmless, ADP, its agents and subcontractors and the Issuing Bank, from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with, any breach of Your compliance obligations hereunder, any fraudulent or criminal acts of Your employees, including as a result of the theft or misappropriation of any Cards (or any negotiable instruments that may be issued with Cards) by Your employees (e.g., the issuance of unauthorized Cards or fraudulent use of negotiable instruments) or the loading of unauthorized value onto Cards. You also agree to defend, indemnify and hold harmless Issuing Bank from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with Your negligence in connection with Your use and/or provision of the ADP Wage Payments Card Services or otherwise in connection with Your performance or obligations under this Agreement.

(xx) No Consequential Damages. IN NO EVENT WILL THE ORIGINATING BANK, THE ISSUING BANK, ADP OR ANY OF ADP'S AGENTS OR SUBCONTRACTORS BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH YOU MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT OR USING THE ADP PAY SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(xxi) Termination. You agree that the ADP Pay Card Services (or any feature thereof) in any designated jurisdiction may be terminated on 60 days notice to You if ADP or the Issuing Bank believes that any changes in any Network Rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP

or the Issuing Bank by such authority make it commercially impractical to continue to provide the ADP Pay Card Services (or any feature thereof) in such jurisdiction.

Notwithstanding anything to the contrary herein, ADP may immediately in ADP's sole discretion suspend any of the ADP Pay Card Services or terminate this Agreement and/or any of the ADP Pay Card Services and declare all amounts due and to become due immediately due and payable by You if: (i) ADP reasonably determines that You may be engaged in illegal activity or that You may be utilizing any of the ADP Pay Card Services in an illegal manner; (ii) the Originating Bank notifies ADP that it is no longer willing to originate debits or credits for any reason; or (iii) with respect to the ADP Pay Card Services, the Issuing Bank cancels the Cards issued on Your behalf or advises ADP that it is no longer willing to service the Cards, provided that in such instance ADP shall take commercially reasonable steps to engage a successor Issuing Bank, and provided further that ADP shall not be liable for any delay in providing ADP Pay Card Services during such search for a successor Issuing Bank.

If the ADP Pay Card Services are or may be terminated by ADP pursuant to this section, You will immediately become solely responsible for all of Your third-party payment obligations covered by such ADP Pay Card Services then or thereafter due.

Effective: August 25, 2022



**CLIENT ACCOUNT AGREEMENT AND AUTHORIZATION TO DEBIT/CREDIT**

Client Name ASTURIA COMMUNITY DEVELOPMENT DISTRICT Branch \_\_\_\_\_ Co.Code \_\_\_\_\_

Additional Applicable Company Codes \_\_\_\_\_

With respect to the services for which ADP, Inc ("ADP") has been engaged as described in the services agreement or other understanding between ADP and Client (each, a "Service" and collectively the "Services"), Client agrees to the debit method listed below for collection of Services selected below. Client agrees to the ACH debit method listed below for collection of the applicable fees for Services, all pursuant to this Client Account Agreement and Authorization to Debit/Credit, including Exhibit A attached hereto and incorporated by reference herein (this "Agreement"). Such debits will be initiated by ADP out of Client's applicable bank account (the "DDA Account") at the financial institution specified below ("Bank"). Additional authorizations may be required by Client's Bank(s) authorizing reverse wire and/or ACH transactions. Client acknowledges and agrees that the implementation and ongoing provision of Services are conditioned upon Client passing (and continuing to pass) credentialing and bank account and balance verification processes that ADP may deem necessary in connection with the provision of Services utilizing data available to ADP.

Yes  No (Check as applicable and, if yes, complete Exhibit B): Client will be utilizing ADP's Payment Services to initiate payments on behalf of non-Affiliates of Client.

**Client understands and agrees that (1) it has an ongoing obligation to inform ADP if Client's response changes** for any reason, which may require Client to execute a new Client Account Agreement, and (2) ADP may provide the names of any non-Affiliate to its bank partners.

**DEBIT METHOD (Check Applicable Boxes):**

Note: This Section for Products/Services only

- Reverse Wire** ADP will initiate request for a wire transfers of funds from the DDA ACCOUNT indicated below in accordance with the Reverse Wire provisions of this Agreement. Each applicable BANK is authorized to charge the applicable DDA Account in accordance with the Reverse Wire provisions of this Agreement.
- ACH** (Please refer to the ACH Debit Filter page for Bank Authorization/Setup) ADP is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. **NOTE: CLIENT qualified for ACH may be required to initiate funding via direct wire for debits exceeding the dollar limit established by ADP (in its sole discretion).**
- ACH/REVERSE WIRE** (X80-Over ACH Dollar Limit) ADP is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. In the event a debit exceeds the established threshold for ACH processing, Client agrees that ADP may initiate a request for a wire transfer of funds from the DDA ACCOUNT in accordance with the Reverse Wire instructions of this Agreement. (Recommended)

**BANK INFORMATION:**

**\*FSDD & ADP Check funds must be debited from the same account**

Payroll Taxes  FSDD\*  ADPCK\*  Pay Card  ACA  WGPS  Wage Garnishment  Retirement Svcs  Workers Comp  Other

BANK Transit/ABA # <b>267090594</b>	BANK Account # <b>9855841563</b>
BANK Name <b>BankUnited, N.A.</b>	BANK Contact
BANK Address	BANK Phone
<input type="checkbox"/> Reverse Wire <input type="checkbox"/> ACH <input type="checkbox"/> ACH/Reverse Wire (Over ACH Limit)	

Payroll Taxes  FSDD\*  ADPCK\*  Pay Card  ACA  WGPS  Wage Garnishment  Retirement Svcs  Workers Comp  Other

BANK Transit/ABA # <b>267090594</b>	BANK Account # <b>9855841563</b>
BANK Name <b>BankUnited, N.A.</b>	BANK Contact
BANK Address	BANK Phone
<input type="checkbox"/> Reverse Wire <input type="checkbox"/> ACH <input type="checkbox"/> ACH/Reverse Wire (Over ACH Limit)	

**ACH FEES FOR SERVICES**

ADP will initiate ACH debits for its Fees for Services from the DDA Account indicated below in accordance with the ACH provisions of this Agreement. The applicable BANK is authorized to charge the applicable DDA Account in accordance with the ACH provisions of this Agreement.

Same bank information as above

<input checked="" type="checkbox"/> Fees for Services (ACH Debit Method)	
BANK Transit/ABA #	BANK Account #
BANK Name	BANK Contact
BANK Address	BANK Phone

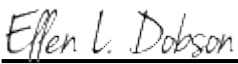
**COMPLETE THIS SECTION ONLY IF FSDD, ADPCHECK OR PAY CARD IS INDICATED ABOVE:**

Est. No. of Employees: 1	ADPCheck Partner Bank: Bank of America	FSDD Start Date:	ADPCK Start Date:	Federal ID# 47-1586719
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In consideration of each BANK's compliance with this authorization, CLIENT agrees that such BANK's treatment of any charge, and such BANK's rights with respect thereto, shall be the same as if the charge were initiated personally by CLIENT, and that if any charge is dishonored, whether with or without cause, such BANK shall be under no liability whatsoever. In addition, CLIENT authorizes ADP to credit the applicable DDA ACCOUNT when necessary, at ADP's sole discretion, for any refund or credit amount due CLIENT.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreement, this Agreement shall control with respect to any money transmission services, including Payment Services. CLIENT acknowledges and agrees that, notwithstanding anything to the contrary, CLIENT'S right to refund under any State law shall first be subject to any offset for funds due to ADP with respect to any previous transactions completed on CLIENT'S behalf by ADP, and subject to the terms and conditions of this Agreement and any other agreement between CLIENT and ADP.

This authorization shall remain in effect unless and until revoked in writing by an authorized representative of CLIENT and until the applicable BANK(s) and ADP have each received such notice and have had reasonable time to act upon such notice.

Client Signature:		Date:	12/06/2022
Client Name & Title:	Ellen L. Dobson		Executive Director

(Must be an authorized signatory on the accounts listed above)

**FOR REGION USE ONLY / ADP DO NOT DEBIT ACCOUNT**

**CORPORATE CHECK (This bank account below will be printed on your company checks.):**

BANK Transit/ABA #	BANK Account(DDA)#
Bank Name	Starting Check Number:
Bank Address	

**ACH FEES FOR SERVICES**

Client understands that funds representing the total of Fees for Services must be on deposit in the applicable DDA Account no later than the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to the Client after such services are rendered. ADP will initiate a transfer of such funds out of such DDA Account on such date.

**REVERSE WIRE**

CLIENT understands that funds representing the total of payment obligations for selected Services, must be on deposit in the applicable DDA Account no later than the date(s) specified in the services agreement between ADP and CLIENT. ADP will request such funds to be wire transferred from the DDA Account to one of the following accounts located at the banks listed below on such specified funding date (unless and until changed by notice from ADP). In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee for each wire transfer.

For ADP contingency purposes, ADP recommends both bank accounts listed in the chart below be set up at the Clients bank.

**NOTICE**

CLIENT acknowledges that if sufficient funds are not available by the funding due date required, (1) CLIENT will immediately become solely responsible for all tax deposits and filings, all CLIENT third-party payments and all related penalties and interest due then and thereafter, (2) any and all ADP Services may, at ADP's option, be immediately terminated, (3) neither BANK nor ADP will have any further obligation to CLIENT or any third party with respect to any such Services and (4) ADP may take such action as it deems appropriate to collect ADP's Fees for Services. Client shall not initiate any ACH transactions utilizing ADP's services that constitute International ACH Transactions (IAT) without first (1) notifying ADP of such IAT transactions in writing utilizing ADP's Declaration of International ACH Transaction form (or such other form as directed by ADP) and (2) complying with the requirements applicable to IAT transactions. ADP shall not be liable for any delay or failure in processing any ACH transaction due to Client's failure to so notify ADP of Client's IAT transactions or Client's failure to comply with applicable IAT requirements.

<b><u>ADP Check, FSDD, Garnishment Services, Pay Card, WGPS, Garnishment Services, Other</u></b>					
Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192835673	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Client Trust	021001033	00374926	Reverse Wire Impound

<b><u>Tax &amp; 401K</u></b>					
Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192835681	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Client Trust	021001033	00374934	Reverse Wire Impound

<b><u>Workers' Compensation</u></b>					
Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192836812	Reverse Wire Impound

## EXHIBIT A

The provisions set forth in this Exhibit A shall be incorporated by reference into the Client Account Agreement and Authorization to Debit/Credit (Reverse Wire) (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement or the NACHA Operating Rules & Guidelines, as the same may be amended from time to time (the "NACHA Rules"), as applicable.

CLIENT, as an Originator, makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

- (i) CLIENT (1) agrees to be bound by and warrants it will comply with the NACHA Rules, as the same may be amended from time to time, (2) warrants it will not submit Entries that violate the laws of the United States, (3) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (4) acknowledges and agrees that ADP shall have the right to audit CLIENT'S and its Originators, if any, compliance with the provisions of this Exhibit A, the Agreement and the NACHA Rules, and (5) acknowledges and agrees that ADP shall have the right to suspend or terminate initiating ACH transactions immediately upon notice to CLIENT in the event CLIENT breaches any of the NACHA Rules;
- (ii) CLIENT (1) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (2) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;
- (iii) CLIENT authorizes ADP to initiate Entries on behalf of CLIENT to its Receivers' accounts and CLIENT agrees to be financially responsible to Originating Depository Financial Institution ("BANK") for all Entries initiated by ADP on CLIENT'S behalf;
- (iv) CLIENT acknowledges and agrees that ADP and BANK (1) may restrict certain types of Entries, (2) shall have the right to reject any Entry or series of Entries, and (3) shall have the right to reverse Erroneous Entries;
- (v) CLIENT represents, warrants and certifies that (1) prior to submission, each Entry has been properly authorized by CLIENT and the Receiver in accordance with the NACHA Rules, including, but not limited to (a) the authorization has not been revoked, (b) the Agreement has not been terminated, (c) CLIENT has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (d) at the time the Entry is processed by a RDFI, the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (2) CLIENT will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (3) CLIENT will provide a copy of such authorization to ADP or BANK upon request;
- (vi) CLIENT represents, warrants and certifies that (1) all credit and debit Entries will be accurate and timely, and (2) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, CLIENT'S Name, CLIENT'S Entry description;
- (vii) CLIENT acknowledges and agrees that (1) CLIENT shall be responsible for promptly detecting and correcting any errors, (2) any Entry sent to ADP that identifies the Receiver inconsistently by name and account number may be processed by BANK based solely on the account number provided, (3) ADP is authorized to take such measures as ADP deems appropriate to carry out the intent of CLIENT in completing any particular Entry, including, but not limited to, ADP may contact CLIENT or may attempt to retransmit any Return Entry, and (4) subject to any limitations set forth in the applicable client services agreement with ADP, CLIENT shall indemnify ADP, its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from the debiting or crediting of any Entry or a breach of the Agreement (including the provisions of this Exhibit A);
- (viii) CLIENT agrees to implement and maintain safeguards to protect against (1) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (2) submission of fraudulent Entries purportedly on CLIENT'S behalf; and
- (ix) CLIENT represents and warrants, to the extent applicable, that (1) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (2) any submission by CLIENT requiring initiation of an IAT Entry by ADP shall include the name and physical address of each of CLIENT and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.
- (x) CLIENT acknowledges and agrees, to the extent applicable, that (1) prior to initiating any Entries on behalf of an unaffiliated third party, Client will enter into agreement with such third party in accordance with the requirements set forth in the NACHA Rules prior to initiating any Entries on behalf of such third party and (2) Client is responsible for such third-party's compliance with the NACHA Rules



## ACH Debit Filters – ADP Company ID’s (Does not apply to wire transactions)

### What is an ACH Debit filter?

An ACH Debit Filter is an automated solution that screens incoming ACH transactions to identify unauthorized transactions. Debit filters on your bank accounts help block unauthorized ACH debit transactions, making it less likely to be impacted by fraud.

### What is a Company ID?

The following Company IDs allow ACH transactions to be reviewed and approved (or returned); permitting only approved transactions to post to your accounts.

### What do I need to do with these numbers?

To ensure timely processing of your payroll, it's imperative that you forward the following ADP-originating Company ACH debit filter IDs to your financial institution to be set up on your account.

### How do I know what ID to use?

We've made it easy by including all of the numbers you may need. Just print the table below and provide it to your financial institution.

Money Movement Company IDs Employer Impounds			
ADP Bank	Payment Type	Domestic ID	IAT* ID
Bank of America	ACH	9333006057	E133036745
Harris	ACH	9333006057	E133036745
JPMorgan Chase	ACH	9333006057	E133036745
JPMorgan Chase	ACH (Flexible Spending)	9666666606	H133036745
JPMorgan Chase	ACH (Workers Comp)	9555555505	G133036745
JPMorgan Chase	ACH (TotalSource Only)	8238112001	N/A
JPMorgan Chase	ACH (TotalSource Only)	9238112001	N/A
PNC	ACH	9333006057	E133036745
Wells Fargo	ACH	9333006057	E133036745
Wells Fargo	ACH (Property & Casualty)	9333006058	D133036745
Wells Fargo	ACH (Benefit Services)	9333006060	E133036745
Wells Fargo	ACH (Health & Benefits)	9333006059	G133036745
Tax Company IDs Employer Impounds			
Bank of America	ACH	1941711111	V133036745
Bank of America	ACH	1223006057	N/A
Bank of America	ACH	2223006057	W133036745
Harris	ACH	0001600238	S133036745
JPMorgan Chase	ACH	1223006057	U223006057
PNC	ACH	1223006057	U133036745
Wells Fargo	ACH	9095926526	Y133036745
Wells Fargo	ACH	1223006057	U133036745
Wells Fargo	ACH	1223006057	U133036745
Direct Debit of Fees (DDF) Company IDs			
Bank of America	Direct Debit of Fees	9223006057	N/A
JPMorgan Chase	Direct Debit of Fees	9659605001	N/A
JPMorgan Chase	Direct Debit of Fees (TotalSource Only)	9659605002	N/A

\*IAT = International ACH Transaction



**Exhibit B**

List of Non-Affiliates for Payment Services

Please provide the legal name for each non-Affiliate for which Client will cause ADP to initiate payments.

Non-Affiliate Legal Name	FEIN	Industry



Reporting Agent Authorization (State Limited Power of Attorney & Tax Information Authorization)

Table with 3 columns: 1 Co/Code, 2 Branch, 3 Federal ID Number. Federal ID Number: 47-1586719

5 TAXPAYER LEGAL NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.) ASTURIA COMMUNITY DEVELOPMENT DISTR

6 DBA NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)

7 Address(number, street, and room or suite no.) 14575 Promenade Pkwy City or town, state and ZIP Code Odessa, FL 33556-2707

REPORTING AGENT: ADP Tax Services, 400 West Covina Boulevard, San Dimas, CA 91773 ID # 22-3006057

Authorization of Reporting Agent to Sign and File Returns (Caution: See Authorization Agreement)

8 Use the entry lines below to indicate the tax return(s) to be filed by the Reporting Agent. Enter the beginning year for annual tax returns or beginning quarter for quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

Table with columns for tax return types (940, 941, 943, 944, 945) and their respective tax years (2022, 4/2022, N/A, etc.)

Authorization of Reporting Agent to Make Deposits and Payments (Caution: See Authorization Agreement)

9 Use the entry lines below to enter the starting date (the first month and year) for any tax return(s) for which the Reporting Agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

Table with columns for starting dates (940, 941, 943, 944, 945) and months/years (10/2022, 10/2022, etc.)

Disclosure of Information to Reporting Agent

10a Check here to authorize the Reporting Agent to receive or request duplicate copies of tax information, notices and other communications from the IRS, related to the authorization granted on Line 8 and/or Line 9.
10b Check here if the Reporting Agent also wants to receive copies of notices from the IRS

Form W-2 Series or Form 1099 Series Disclosure Authorization

11 The Reporting Agent is authorized to exchange otherwise confidential taxpayer information with the IRS, including responding to certain IRS notices relating to the form W-2/1099 series information returns. This authority is effective for calendar years beginning:

Table with columns for W-2 and 1099 series and their respective tax years (2022, 1099)

State and Local Authorization (Caution: See Authorization Agreement)

12 By checking the box to the right and signing in Box 13 below, the taxpayer identified above hereby appoints ADP as Reporting Agent and grants ADP a limited power attorney with the authority to sign and file employment and file tax returns and make deposits electronically, on magnetic media, or on paper for all state and local jurisdictions in which the taxpayer is required to file tax returns and make tax deposits.
This authorization shall include all applicable state and local forms and shall commence with the tax period indicated and shall remain in effect through all subsequent periods until either revoked by the taxpayer or terminated by the ADP.

Authorization Agreement and Signature of Taxpayer or Authorized Representative section. Includes signature of Ellen L. Dobson, Executive Director, dated 12/06/2022.

For Privacy Act and Paperwork Reduction Act notice, see attached.

TX-6931 Revised: 03/10/2015

UZA

Handwritten signature: ELD

ADP eSignature Info section. Date/Time: 12/6/2022 4:15:47 PM, IP: 47.204.242.34, ID: 1023177782



Company Legal Name: ASTURIA COMMUNITY DEVELOPMENT DISTRICT

**Applied For ID**

This is to notify ADP® that I recently applied for identification number(s) for the State, Unemployment and / or Local jurisdiction(s) identified as “Applied For” below and have not received identification number(s) from appropriate state jurisdictions.

For states that have specific requirements for obtaining identification numbers (i.e., cannot apply until wage requirement is met or until my company processes their first payroll), I understand that I am responsible for obtaining identification numbers and providing them to ADP, once my company meets state requirements for obtaining the identification number(s).

**Proof Waiver for State Jurisdictions**

This is to notify ADP that I am unable to provide proof of identification number(s) for the state withholding, state unemployment, and/or local jurisdiction(s) identified below.

State Name	State Income Tax ID Number	State Unemployment ID Number
FL		Applied For

By my signature below, I hereby release and hold harmless ADP from any and all claims, liabilities, interest and/or penalties as a result of the Company’s inability to provide the necessary proofs including but not limited to those arising from rejected filings and deposits due to missing or incorrect ID number(s), incorrect deposit(s) frequency and/or experience rate(s).

Client Authorized Signature:

*Ellen L. Dobson*

ADP eSignature 1007514196  
12/6/2022 47.204.242.34  
4:15:59 PM

Client Title:

Executive Director

Date:

12/6/2022



## Client Appreciation Program

Do you own any other businesses?	
Business Name:	
Contact Name:	
Phone Number:	
Email:	

Who of your friends and family own businesses?	
Business Name:	
Contact Name:	
Phone Number:	
Email:	

Who is your business mentor?	
Business Name:	
Contact Name:	
Phone Number:	
Email:	

Additional Referral	
Business Name:	
Contact Name:	
Phone Number:	
Email:	

# ADP Online Client Appreciation Program

## Terms and Conditions of Use

These Terms and Conditions of Use ("Terms") are an agreement between ADP, Inc. ("ADP"), on behalf of its Small Business Services line of business ("SBS"), and You and apply to the ADP Online *Client Appreciation* program (the "Program") described in these Terms. By enrolling in or using the Program, You agree to be bound by these Terms, including any modifications and/or updates made by ADP from time to time and posted on any applicable web site, as they relate to the Program. If You do not agree to these Terms or any updates, do not enroll in or use the Program. "You" and "Your" means You, Your company, Your employees, Your subsidiaries, Your affiliates and Your agents whom You have enrolled as "users" of the Program, all of which agree to be bound by these Terms, any applicable additional terms, updates, policies and any other terms and guidelines found throughout the Program.

**1. THE PROGRAM AND REFERRAL ACTIVITIES.** The Program is designed to enable ADP's SBS clients that are processing payroll using ADP's RUN Powered by ADP® ("RUN") payroll processing platforms, to refer other RUN clients to ADP and receive the rewards set forth herein for such referrals. The Program consists of the ability by SBS clients to access the ADP client referral rewards web site currently located at [www.adpreferralrewards.com](http://www.adpreferralrewards.com), or such other address as ADP may determine from time to time, hosted by ADP or its third party vendor ("Rewards Site"), enroll in the Program, accept these Terms, either upon registration through the Rewards Site, or when otherwise prompted to accept these Program Terms, and make referrals to ADP and, in exchange for referrals that become new ADP Clients (as defined below) under and pursuant to these Terms, receive the rewards set forth herein. ADP is willing to perform the RUN payroll and payroll related tax filing data processing services (the "Services") for businesses referred to ADP by You that wish to receive any or all of such Services ("Prospects") and that sign ADP's standard forms of agreement and meet ADP's eligibility requirements covering such RUN Services (the "Clients"). In exchange for Your referrals, ADP shall, for each eligible Prospect referred to ADP under this Program that becomes an ADP RUN Client and begins processing Services with ADP and continues processing for thirty (30) consecutive days, award You the credit or reward ("Reward") under the Program as set forth herein, and/or free payroll, as applicable, for as long as You remain a RUN client of ADP and process payroll which results in an invoice to You. If You are new to the Program or are re-enrolling in the Program, You will not be fully enrolled in the Program or begin receiving any rewards or credits until ADP acknowledges Your agreement to these Terms by sending You an electronic acknowledgment by e-mail confirming Your enrollment. You agree that You will provide a fully-completed and signed W9 form to ADP upon request which You acknowledge may be a pre-condition to receiving payments.

**2. REWARDS AND/OR FREE PAYROLL.** You will be awarded Rewards and/or free payroll as set forth below for each eligible RUN Client that You refer that starts processing Services with ADP during each twelve-month period of this Agreement during the Term (as defined below in Section 5) starting with and as measured by Your enrollment date ("Annual Period"). Referred Clients must each complete thirty (30) consecutive days of processing Services with ADP to qualify toward the Reward or free payroll. Rewards and free payroll will be awarded as follows:

- For each new referred Client that starts processing up to the first two (2) - 100 Reward points each;
- For 3 Clients - Free payroll processing for one year as set forth below to a maximum credit of \$2,500;
- For each referred Client after the 3rd that starts processing during any Annual Period - 100 Reward points each.

Each Reward point shall be equal to \$1.00 / point rewarded. Points shall accumulate in a rewards bank and shall be accessible and redeemable at the web site of ADP's rewards redemption vendor ("Rewards Redemption Vendor"), and shall be issued as either a virtual or hard copy prepaid card, or such other merchant card as may be selected by You from available options at the Rewards Redemption Vendor's website ("Rewards Website"). The Rewards Website shall be hosted and managed by ADP's third party Rewards Redemption Vendor whose terms and conditions will apply, including with respect to the card issuance and redemption options. By using the Rewards Redemption Website, agreeing to receive or receiving any cards or other rewards accessible through the Program or the Rewards Redemption Website, You acknowledge and are agreeing that ADP may share Your information with ADP's third party Vendors that administer or are involved with the Program and/or any card issuers that provide cards through the Program, including personal information of Yours. You also agree that such third party Vendor's and card issuers may have terms, verification processes and procedures to which You may be subject in order to participate and with respect to which ADP may be required to share Your information, which shall include any identification verification or data. You further agree that ADP shall have no liability or responsibility with

respect to such Vendors, sites, cards, card issuers or any rewards options available at the Rewards Website. You also acknowledge and agree that use of the Rewards Website and/or participation by You in this Program shall constitute Your express authorization for ADP to share Your information, including personal information, as may be required for You to access the Rewards Website and redeem points awarded to You under the Program. You also agree to provide and be responsible for any information as may be requested by the Rewards Redemption Vendor or its agents in order for the Rewards Redemption Vendor to fulfill its obligations under the Program or issue any cards and You acknowledge that Your failure to do so may result in cards being declined, suspended or cancelled or Your account being unavailable or inactivated. You also agree that You will be responsible for any email or physical shipment addresses You provide if different than the addresses You provided to ADP upon enrollment or thereafter.

You represent and warrant that the Card Program hereunder does not constitute payment of “commissions” or “compensation” to You or Your employees, and is therefore not subject to regulation under Regulation E of the Electronic Funds Transfer Act and its Official Staff Commentary as issued August 24, 2006. You acknowledge and agree that violation of the preceding representation and warranty entitles ADP or the issuer of the card to terminate Your participation in the Program and issuance of any Rewards may be suspended.

Free payroll for the referral of three (3) Clients will be applied to Your future payroll processing invoices as set forth below.

For the sake of clarity, You shall only be entitled to one free year of payroll for achieving a minimum of three (3) referrals during any Annual Period during the Term and each Annual Period under the Term shall begin anew so that any referrals made by You in any previous Annual Period during the Term shall not be carried over into the following Annual Period. To count as a referral toward any Annual Period all referred Clients must have started processing payroll with ADP within the Annual Period in which they were referred. Free payroll for the referral of 3 or more Clients in any Annual Period as set forth above will apply to You if You are enrolled in the Program and are processing payroll on RUN and refer a minimum of 3 Clients under the Program, each of which meet the 30-day processing requirement. Free payroll will be given after the third referred Client meets the 30-day processing requirement and will apply to all features of standard payroll processing invoiced on Your regular processing cycle including all recurring processing fees (including recurring "per employee" fees) chargeable to You for payroll services based upon ADP's standard book pricing for the payroll services and billed to You for the applicable twelve month period beginning with the first eligible invoice for payroll service(s), excluding, without limitation, therefrom: (i) any discount applied to invoiced fees and any fees derived from set up, training, shipping, delivery and installation (except that any delivery charges that are included in Your standard RUN payroll services bundle will be included as part of Your free payroll), custom programming, the sale, rental or leasing of equipment or software, maintenance, or the provision by ADP of checks, forms or other supplies, (ii) any fees derived from Client conversion, consulting services, official bank checks, W 2 forms, or tax or special one time reports, (iii) sales, service or excise taxes, (iv) third party pass through charges, (v) fees derived from an ADP product or service that is not a payroll processing or tax filing service (e.g., non-payroll processing aspects of employee leasing services, benefit administration services, retirement services and insurances services), whether offered as ancillary services to the payroll and tax filing services or combined with such services into an integrated offering, (vi) any portion of fees representing, or reimbursing ADP for, the amount of employee wages paid in ADP's employee leasing/professional employer organization business and (vii) ADP products or services not in existence on the date hereof. In no event will credits or free payroll exceed fees paid or payable. In the event You have received any credits toward future payroll under these terms and You terminate Your payroll services with ADP prior to such credits having been applied toward eligible payroll services, You shall be required to immediately return the amount of any credits You have received that exceed any fees due from You to ADP for the services against which the credits were eligible.

In order to receive ANY Rewards or free payroll under the Program, all sales to Clients need to have been made as a direct result of Your direct "Involvement and/or Referral" (as defined below) and each referral must be accompanied by Your unique Partner Identification Code (PIC) assigned to You by ADP for appropriate tracking and points calculation. For purposes of the Program and these Terms, Your "Involvement and/or Referral" shall mean, with respect to a sale of any Services, that: (i) the initial contact regarding the sale of the Services to a Prospect was made by an authorized employee of Yours or as a result of a specific referral of the Services to such Prospect by Your authorized employee or (ii) Your referral under the Program resulted in an appointment with the Prospect by an ADP sales representative, or (iii) an ADP sales representative requested that Your personnel meet with one of Your Prospects to assist in closing a sale at any time prior to completion of a sale of the Services and Your personnel complied with such a request.

Free payroll due to You for referrals in accordance with these Terms will be credited and applied against Your payroll processing invoice(s) at the end of the ADP fiscal month close following the fiscal month the referred Client(s) completes processing Services with ADP for a period of thirty (30) consecutive days. All other Rewards earned under the Program will be issued in the form of a prepaid card which may be hard copy or digital and which may require that You log into a third party web site to redeem. You acknowledge and agree that third party Vendor and/or card issuer fees and terms may apply which may impact Your Reward amount. Neither ADP nor its third party Vendor is responsible for any lost, stolen or expired cards or rewards. Notification of Rewards may be by email to the email address provided by You upon enrollment, or such other updated email address provided by You. Rewards will be issued to the person who enrolled in the Program on Your behalf, or such other person as may be designated by You, regardless of who provided the referral, and will be sent, if by email, to the email address provided upon enrollment, or such updated email address provided, or to a physical address in the United States if such option is provided and selected, and that person will be responsible for disbursing and/or allocating the Reward on Your behalf in accordance with Your instructions. Rewards will be issued in the month following the month in which the referred Client completes processing the Services with ADP for a period of thirty (30) consecutive days. You will receive Rewards for new Clients only and in no event will You be awarded any Rewards for an existing ADP Client or for Clients referred by a third party prior to receipt by ADP of a referral from You. In no event will you be awarded any credit or Reward for an ADP Client following the termination of ADP's Services by a Client referred by You under this Agreement prior to the completion by the referred Client of thirty (30) consecutive days of processing payroll with ADP. In the event You terminate processing Your payroll with ADP, any credits, Rewards or free payroll You are due under the Program shall be relinquished and You shall not be entitled to any Rewards or payments for any credit balances or free payroll due to You at the time of termination. Rewards under the Program are not transferrable including to any company with which You have common ownership or with which You are or may be affiliated and may be subject to applicable expiration or time limits for redemption or use.

You shall not receive credit or Rewards for any Client for which You have common ownership or for which You have been previously paid through any other ADP agreement, or any other third party has been or will be paid by ADP for such Client, including revenue sharing, acquisition or wholesale agreements, and You understand that You are not eligible to participate in this Program if You are enrolled in any other referral program or being paid under any other such agreement, with ADP.

**3. OWNERSHIP/LICENSE.** (a) You acknowledge that all rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Program and the related logos, names, etc. are reserved. The Program, and related software and systems, is the licensed and/or owned property, and embodies the proprietary trade secret technology, of ADP and/or its licensors and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws. ADP grants You a non-exclusive, non-transferable license to use the Program to access Your account. ADP may terminate or suspend Your access to the Program (in whole or in part) at any time, with or without notice, if ADP has reason to believe that You have violated these Terms or are otherwise using the Program in an inappropriate manner. The right to use the Program and access the services provided by the Program is granted only to enrollees of the Program and their authorized employees for the sole purpose of utilizing the Program and this limited license terminates when You or ADP terminates the Program and/or these Terms.

(b) You agree that You will not (i) use ADP's name, or any affiliate or subsidiary of ADP, or any partner, or employee of ADP, or any trade name, trademark, trade device, logo, service mark, domain name, symbol or any abbreviation, contraction or simulation thereof owned by ADP or its affiliates or subsidiaries (collectively, the "ADP Marks"), (ii) use the ADP Marks in any manner that might express or imply ADP's affiliation, sponsorship, endorsement, or approval of You or Your services, or (iii) represent, directly or indirectly, that any product or any services provided by You has been approved or endorsed by ADP (unless specifically so approved or endorsed pursuant to a separate agreement). ADP may make available to You certain standard ADP advertising and/or promotional literature and marketing materials promoting the Services that You will be permitted to distribute to Prospects.

(c) Disclaimer of Warranties. ADP MAKES NO WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE PROGRAM OR THE ADP MARKS, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ADP BE LIABLE FOR ANY DAMAGES FOR TERMINATION OF THESE TERMS OR FOR YOUR USE OF THE PROGRAM OR THE ADP MARKS, INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR

SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO YOUR ENROLLMENT IN THE PROGRAM, ANY USE, SUSPENSION OR TERMINATION OF USE OF THE PROGRAM, THE REWARDS WEBSITE, OR ANY ADP MARKS OR WEBSITES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) Your Indemnity Obligations. You agree to indemnify, defend, and hold harmless ADP from and against any and all claims, damages, costs, and expenses (including reasonable attorneys' fees) and pay the amount of any adverse final judgment (or settlement to which both parties consent) arising out of or related to any use by You of the Program, the Rewards, ADP Marks or any ADP or third party web site.

(e) These Terms and/or Your participation in the Program do not grant to You any right or license in, or to, any copyrights in any materials and/or documentation of ADP or to any rights of copyright in or to ADP's other services or web sites.

**4. CONFIDENTIALITY.** You and ADP will treat all information provided to it by the other as confidential with the same degree of care and confidentiality that it provides for its own confidential information; provided that any information provided by a referred Client to ADP shall not be covered by this Agreement even if identical information was provided to ADP by You. You acknowledge and agree that Your use of the Program and any web sites contained or linked to therein shall be subject to the terms of any Privacy Policies found at such web sites. Notwithstanding anything to the contrary, Your enrollment in and use of the Program will constitute Your express consent, agreement and acknowledgment to the use or transfer of any information provided by You, including any personally identifiable information of You or Your employees, to third parties, including any vendor used by ADP in order to administer, and provide the Rewards under, the Program.

**5. TERMINATION/EXPIRATION OF CREDITS.** These Terms, as well as any modifications or updates, shall apply to Your use of and participation in the Program for as long as You are enrolled in and use the Program and are processing payroll with ADP using RUN ("Term"). ADP may terminate these Terms at any time for any reason or no reason upon providing You thirty (30) days prior notice at which time Your participation in the Program shall terminate. Upon termination, all obligations under Paragraphs 1, 2, 3, 4, 5, 6, 7, 8 and 9 of these Terms shall survive with respect to any events which occurred, or any credits which accrued and are owing, prior to the effective date of any such termination, unless and until You cease processing payroll with ADP at which time any Rewards, credits or free payroll which have accrued and are owing, or which have been credited to You but not applied toward eligible payroll services, will be relinquished by and/or due from You as applicable pursuant to Section 2 above.

**6. USE OF THE PROGRAM/COMPLIANCE WITH LAWS.** You will use the Program as described in these Terms and in accordance with the instructions and reasonable policies established by ADP or its agents from time to time and communicated to You and/or as posted on any applicable Program web sites, including those of any ADP Vendor or subcontractor. By enrolling in or using the Program you are agreeing to any online terms or service agreements and any applicable Privacy Policies as such may be updated from time-to-time with or without notice to You, posted on any Program web-sites, as well as, any fees set forth on any Program web sites. You may not use the Program for any other purpose or interfere with or disrupt Program servers, databases or any network connected to them, or use the Program to violate any law, statute or regulation; or conduct any other illegal activity, or to harvest or otherwise collect information submitted by third parties, including e-mail addresses, without the express consent of such third parties. ADP does not guarantee against any loss or alteration to Your data. You confirm that all information provided by You to ADP or its third party Vendors is being provided voluntarily and is accurate and complete and that You or Your employee providing the information or any referral under the Program is authorized to do so. You also agree that ADP shall have no liability for any use of such information to administer the Program, or for any errors or inaccuracies in the Program based upon information provided by You or the person accepting these Terms on Your behalf. You will be responsible for Your compliance with all laws and governmental regulations affecting Your business generally, including any rules and regulations applicable to ADP regarding trade sanctions, export controls and trade with prohibited parties and for any use You may make of the Program. ADP may immediately terminate this Agreement if You have violated or, if conducting business with You or Your Subsidiary is in violation of, or causes ADP to be in violation of, any sanctions laws applicable to ADP or its Affiliates. You agree to pay any applicable taxes levied or based on any Rewards, payments or credits received by You under the Program and to comply with any professional rules regarding use of the Program or credits awarded thereunder. You understand that if You are an individual You are not eligible to enroll in the Program which is available solely for U.S. companies and sole proprietors.

The execution, delivery and performance by You of this Agreement will not (i) violate any statute, ordinance, rule, regulation, order, judgment or decree of any court or of any governmental or regulatory body, agency or authority applicable to You, (ii) require any filing with, or require You to obtain any permit, consent or approval of, or require You to give any notice to, any governmental or regulatory body, agency or authority or any other person or entity, except for a filing, consent, approval or notice which would not prevent Your ability to perform Your obligations hereunder and would not result in any liability to ADP, or (iii) result in a violation or breach by You under any of the terms of any agreement (including Your agreement with Your clients), license or other instrument or obligation to which You are a party, or by which You or any of Your properties or assets may be bound.

**7. ACCOUNT SECURITY AND PASSWORDS.** In order to access and use the Program You will be required to provide proper authentication including your User Name, Password and any other authentication required by ADP ("Authentication") to access the Program. You are responsible for safeguarding the confidentiality of Your account information (including user email address(es) and your Authentication selected by You or issued to You) and agree to take any and all actions necessary to maintain the privacy of your Authentication for the Program. You are responsible for any use or misuse of Your account or the Program resulting from any unauthorized third party or employee using any Authentication selected by You or issued to You and you agree to notify ADP immediately of any known or suspected unauthorized access to or use of Your account, Authentication of any individual user to whom You have issued Authentication or any other breach of security or misuse of the Program known to or suspected by You.

**8. DISCLAIMER OF WARRANTIES/LIMITATION OF DAMAGES.** NEITHER ADP NOR ITS LICENSORS OR VENDORS MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION, SUITABILITY, RELIABILITY, AVAILABILITY, COMPLETENESS, SECURITY, TIMELINESS, OR ACCURACY OF THE PROGRAM OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH THE PROGRAM, FOR ANY PURPOSE.

ALL OF THE FOREGOING ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ADP AND ITS LICENSORS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO THE PROGRAM OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH THE PROGRAM, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

ADP WILL NOT BE RESPONSIBLE FOR ANY DAMAGES ARISING FROM YOUR USE OF THE PROGRAM, THE PROGRAM OR ANY VENDOR OR THIRD PARTY WEB SITE INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES INCLUDING LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF INFORMATION THAT YOU MAY INCUR OR EXPERIENCE IN CONNECTION WITH THESE TERMS OR THE PROGRAM, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ADP will not be liable for any damage or losses arising out of or otherwise related to (1) Your use of the Program or use by anyone to whom You have given access to the Program; (2) errors, bugs or other defects in the Program; (3) lost information; (4) illegal or criminal activities; (5) mistakes, omissions, interruptions, deletion of files or e-mail, loss of or damage to data, errors, defects, viruses, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction, unauthorized access to Program records, programs or services or any third party actions; or (6) Your actions with Your employees or vendors, or the use of their information.

**9. GENERAL.** Except as otherwise expressly set forth herein, these Terms and any updates supersede any prior agreements or terms of service on the same subject matter and will govern Your participation in the Program as well as all disclosures and exchanges of Confidential Information by the parties. These Terms do not modify or terminate any existing arrangements between You and ADP relating to the provision of official bank checks or relating to the provision of Services by ADP to You.

These Terms may be modified or updated by ADP from time to time at any time and you are responsible for any updates posted on the Program web site or sent or otherwise communicated to You by ADP. The failure of You or

ADP at any time to enforce any right or remedy available to it under these Terms with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party. These Terms are governed by the laws of the State of New York without giving effect to its conflict of law provisions. You and ADP agree that each is acting independently of the other, that You are not joint venturers, and that neither is an agent of the other. All notices, made under or in connection with these Terms, shall be in writing and shall be deemed to have been given three (3) days after mailed in any general or branch United States Post Office, enclosed in a registered or certified post-paid envelope, if to ADP addressed to: ADP, Attention: Manager, Client Appreciation Program-SBS, 71 Hanover Road, Florham Park, NJ 07932, with a copy to Automatic Data Processing, Inc., One ADP Boulevard, Roseland, New Jersey 07068, Attention: General Counsel, and if to You, at the address given for participation in the Program; provided, however, that any notice of change of address shall be effective only upon receipt. These Terms shall not be assigned by You without ADP's prior written consent and any attempted assignment without such consent shall be void. Nothing contained in these Terms is intended to create third-party beneficiaries of or under these Terms.

**10. THESE TERMS.** You should print a copy of these Terms for your records. If You do not have print capability or You otherwise desire to obtain a hard copy of these Terms please e-mail [referralrewards@adp.com](mailto:referralrewards@adp.com) to request a hard copy.

By clicking "Accept" or otherwise signing or accepting these Terms, electronically or otherwise, You acknowledge that You have read, are authorized to sign and do agree to and do accept, these Terms.

By signing below you acknowledge and agree to the terms of the Client Appreciation Program

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CLIENT/ACCT Signature: Ellen L. Dobson ADP eSignature 1007514196  
12/6/2022 4:16:25 PM 47.204.242.34 Date: 12/06/2022

Name & Title: Ellen L. Dobson Executive Director

**(Must be an authorized signatory on the accounts listed above)**



# EXHIBIT 7



**December 15, 2022**

Asturia CDD  
c/o DPF Management and Consulting  
250 International Parkway, Suite 208  
Lake Mary, FL 32746

RE: Full Service Reserve Study with Site Inspection  
Asturia CDD  
14575 Promenade Parkway  
Odessa, FL 33556

Dear Board of Supervisors:

We are very appreciative for the opportunity to perform a full reserve study with site inspection and recommendations for Asturia CDD. We are a team of knowledgeable reserve analysts with extensive experience and take pride in performing reserve studies. The reserve study will project costs and funding for a 30 year time frame for all common areas and improvements.

Asturia CDD commenced operations in August 2014. The community started home construction in 2015. Construction in the community was completed in 2021. The community is comprised of primarily single family homes as well as sme townhomes. There are 668 total units in the community. The community has a pool area, clubhouse, and fitness center that are the main amenities to the community. The CDD consists of 414.70 acres and is located in Odessa, Pasco County, Florida. After a review of plats, aerials, and county records, we recommend the following reserve items be included in the report:

- **Entry Areas and Monuments**
- **Dog Park/Parks**
- **Parking Areas**
- **Streets**
- **Trails/Pedestrian Bridge**
- **Sidewalks**
- **Fencing**
- **Playground**
- **Stormwater Drainage**
- **Retention Ponds**
- **Landscaping**
- **Fitness Center**
- **Clubhouse**
- **Pool Area and Equipment**
- **Any Other Items Specified by You**

The physical analysis portion of the reserve study will include a reserve item component list, remaining life, useful life, current cost, future cost of all reserve items as well as any site recommendations. The financial analysis portion of the study will include allowances for your interest income, taxes and projected changes in building costs. The pooled method and component method (if applicable) will be used and presented to derive the funding schedules.



## Scope of Service

Our scope of service for a full service reserve study with site inspection that includes all expenses consists of:

- Site inspection of common areas and improvements with both a Certified General Contractor and a CAI-designated Reserve Specialist (Both are degreed engineers).
- Our user-friendly reserve study report that includes narrative, photographs, pooled method cash flow plan, component method plan (if applicable), reserve item component cost, remaining life, and useful life inventory. The report projects costs and funding for 30 years using localized costs.
- Percent Funded Analysis. This compares what you have in reserve funds to what the ideal amount should be, something many reserve studies do not include.
- One site meeting with management or the board on the day of inspection, if requested.
- Electronic copies of the report. Electronic copies can also be requested any time in the future by email. A hard copy is available free of charge upon request.
- Revisions or amendments of reports for up to 90 days from the first submission of the report. We welcome all feedback. (It is not uncommon for there to be one or two refinements of the report to meet your specific requirements).
- Accessibility. Call, write, or email us any time and you will receive prompt follow-up. We aim to exceed expectations and consider customer service our top priority.
- 30 year cash flow plan in the report.
- Review of plats, drawings, and site aerials.



## Qualifications

Paul Gallizzi and Steven Swartz are professionals in the business of preparing reserve studies and insurance appraisals for community associations. We both inspect all properties and have provided detailed analysis of over 300,000 single family, apartment, villa, townhome, and condominium units. Our high repeat customer rate indicates high customer satisfaction. We have prepared reserve studies and insurance appraisals for all types of community associations including high rise condominiums, mid-rise condominiums, garden-style condominiums, office condominiums, medical condominiums, townhouse developments, single family residential homeowners associations, community development districts, and special use facilities.

We both hold engineering degrees from fully accredited universities. Paul is a State Certified General Real Estate Appraiser License Number RZ 110 and a State Certified General Contractor License Number CGC 019465 with over 30 years of experience in each. Steven is one of approximately only 200 people nationwide that have earned the designation of Reserve Specialist (RS) from the Community Associations Institute and is a State Certified General Real Estate Appraiser License Number RZ 3479. He has also been a speaker at CAI functions discussing reserves and budgeting. To learn more, please visit us on the web at [www.reservestudyfl.com](http://www.reservestudyfl.com) and visit our articles section for more than 50 articles about reserves, funding, and budgeting.

A partial list of our clients include:

- Greenacre Properties
- Standard Pacific Homes
- Leland Management
- M/I Homes
- Associa Gulf Coast
- Sentry Management
- Starwood Land Ventures
- Management & Associates
- Resource Property Management
- Condominium Associates
- Insurance Office of America
- Argus Property Management
- Creative Management
- Many Other Individually Managed Associations
- The Mahaffey Apartment Company
- Rizzetta & Company
- First Service Residential
- Brown & Brown Insurance
- Taylor Morrison Homes
- Vanguard Management Group
- Lennar Homes
- McNeil Management Services
- Development Planning and Financing Group
- Qualified Property Management
- Avid Property Management
- Southshore Property Management
- Terra Management Services



## **Experience**

Here is a short list of communities we have conducted reserve studies for, showing experience with various construction types, building systems, and community amenities:

### **Fishhawk CDD I, CDD II, CDD III, & CDD IV, Lithia, Florida**

Fishhawk Ranch is a large planned community consisting of approximately 3000 acres in Lithia, Florida. It is comprised of numerous single family home subdivisions as well as a few townhome subdivisions. There are many community amenities including swimming pools, clubhouses, tennis courts, playgrounds, fitness centers, a banquet center, running trails, parks, and various others. The District also maintains the ponds, stormwater drainage, and the entry areas. There are a total of 6,286 members.

### **Heritage Harbour South CDD, Bradenton, Florida**

Heritage Harbour South CDD is comprised of single family residential and multifamily residences. The community started construction in 2002 and construction finished in 2006. Overall, there are 1,523 units. The CDD maintains the baseball field and recreation area. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 980.79 acres in Bradenton, Florida.

### **Venetian CDD, Venice, FL**

Venetian CDD commenced operations in September 2002. The Venetian Golf and River Club has 1,377 lots planned primarily for single family residential development as well as a small amount of multi-family development. The River Club recreation area was built in 2004 and includes a clubhouse, kitchen and banquet facilities, fitness center, pool area, tennis courts, as well as other amenities. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 964 acres.

### **Riverwood CDD, Port Charlotte, FL**

Riverwood CDD started development in the mid 1990s and most of the construction was complete over the next decade. The District maintains an amenity campus with a clubhouse/athletic center, pool area, tennis, and shuffleboard courts. The district also owns an off-site Beach Club on Manasota Key in Englewood. The Beach Club was built in 2003 and acquired in 2014. Additionally, the District also maintains the streets, potable water system, re-claimed water system, sewer system (and plant), and stormwater drainage.

### **Two Creeks CDD, Middleburg, FL**

Two Creeks has 624 platted lots planned for single family residential development and encompasses 625 acres. The community was platted in June 2007. Within the district, there is a recreation comprised of a clubhouse, pool area, 2 tennis courts, a basketball court, playgrounds, and a volleyball court. The community also maintains the ponds, stormwater drainage, and the entry areas.



## Services

The fee schedule for the current assignment is as follows, please sign below to confirm your acceptance:

**Full Service Reserve Study with Site Inspection (Level-1)                      \$6,000**

The fee schedules for **reserve study updates** are as follows. NOTE: Agreeing to the initial reserve study **does not** lock you in to any future update. All future updates come when directed by you. Prices are good for 3 years.

**Reserve Study Update with Site Inspection (Level-2)                      \$4,500**

**Reserve Study Update without Site Inspection (Level-3)                      \$1,600**

We will provide you with electronic copies of the report of your choice. Payment will be due at the first submission of the report. The report will be completed within ten weeks of our firm receiving this engagement letter signed and faxed or emailed to our office.

Thank you again for the opportunity to present our proposal to you.

Sincerely,

Paul Gallizzi  
Florida General Contractor #CGC-019465  
State-Certified General Appraiser RZ110

Steven Swartz, RS  
Reserve Specialist Designation No. 214  
State-Certified General Appraiser RZ3479

\_\_\_\_\_  
Accepted by Signature:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted by Printed Name:



community  
advisors, LLC

Reserve Study Professionals





®

December 1, 2022

Ms. Tish Dobson, District Manager  
DPFG management & Consulting LLC  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746

Re: Level I Reserve Study for Asturia CDD

Dear Ms. Dobson:

Thank you for the opportunity to submit a New Reserve Study with Site Visit proposal for this District. We have worked with many Districts providing accurate funding plans for future component replacement. Principle Charles Sheppard served as a District Supervisor therefore has valuable experience with both finances and operating procedures that are specific to Community Development Districts.

All work is completed or supervised by Reserve Analyst who have been awarded professional certifications of Certified Construction Inspector (CCI), Professional Reserve Analyst (PRA) and Reserve Specialist (RS) signifying broad experience with successful results. Your reserve study is completed following guidelines for Reserve Studies established by the Association of Professional Reserve Analysts (APRA) and the Community Associations Institute (CAI).

Best Regards,

Charles R. Sheppard *RS PRA CCI*  
President & Reserve Analyst

APRA





Scope of Work for District  
Streets, Entry Features, Pools, Clubhouse, Playground, Stormwater System,  
with components evaluated that include:

- Roof and exterior walls
- Interior finishes
- Mechanical, Electrical, Plumbing
- Fencing/Mail Pavilions
- Pavement/Walks/Curbs
- Fitness center
- Play equipment, misc. items
- Landscaping and irrigation systems
- Pools and equipment
- Other components identified at site visit.

**Terms of Service**

Physical Analysis

- ❖ The site visit includes meeting with your representative to discuss any maintenance or operational concerns. We observe major components to determine quantity, age, condition and remaining useful life. Quantities are determined by field measurement and internet measurement tools or aerial measurement services.
- ❖ Building walls, trim and other features are observed from ground level. Flat roofs are observed only if safe fixed stair access is available. Pitched roofs are observed from ground level. Building Systems are not operated.
- ❖ Upon completion of the site visit, an inventory of major components is established which includes quantity, replacement cost and remaining useful life. We recommend you review this information and provide historical cost and previous replacement time for any components.

Financial Analysis

- ❖ A review of your current funding plan is completed to determine fund status and performance. We provide a funding plan using the Cash Flow Method (pooled cash) with a funding goal of adequate funding which keeps reserves above a percent funded or balance threshold level. If component funding (line item) is used, then full funding is the funding goal with the understanding we included inflation of replacement cost and interest earned on reserve funds.

Your Reserve Study Includes

- ❖ Executive summary with current funding status, fund balances and assumptions.
- ❖ Cash Flow or Component Funding Plan and 30-Year cash flow projection.
- ❖ Inventory of major components with replacement cost, useful and remaining life projections.
- ❖ Various charts and photographs of major components.
- ❖ Completed Report is sent via email in a PDF file. Printed & bound copies available at additional cost.

Payment Agreement & Terms

- ❖ To maintain excellent customer service and requested delivery schedules we ask that your acceptance of this proposal is made within 30 days. Signed proposals received after 30 days are subject to revision of delivery time and cost. If indicated a deposit fee may be required with signed agreement to place your project in our production schedule and begin your study. A progress payment may be requested upon completion of site visit depending on the size of the project. Remaining fee is due upon receipt of the preliminary report. Payments not received 30 days after invoice date are assessed a 1.5% late fee per month. After 90 days past, due payments will be subject to addition charges for collection including attorney fees and other reasonable cost incurred by Community Advisors, LLC. We are available to meet with you and discuss your Reserve Study subject to availability and travel expenses. We are always available by phone at no cost. We will modify your Reserve Study one time at no additional cost if requested within 90 days of issue and all fees have been paid. Modification requested after report is issued may require additional cost.
- This proposal does not include evaluation of single-family homes or multifamily developments or their site improvements.

This agreement for consulting services is accepted this date:  
Professional Fee: \$5,900.00      Deposit Required: -0-  
Delivery of Draft Report is typically 4-6 weeks after completion of site visit

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

# Reserve Analyst & Inspector's Credentials

## Charles R. Sheppard RS PRA CCI

Charlie Sheppard is the owner and President of Community Advisors which provides capital reserve analysis, consulting services, commercial inspections and project management for community associations, private clubs, churches, schools and other entities.

He has over 30 years of experience in real estate development, property operation, commercial property inspections and construction management. He has participated on the development team for large planned unit developments and mid-rise office building parks. He has also worked for many years as commercial construction manager for a wide range of structures including medical facilities, office buildings, churches, restaurants, clubhouses, infrastructure installation and remodeling and repositioning of properties to match market conditions.

Areas of expertise include mechanical and electrical systems, energy management systems, life safety systems, plumbing systems, building envelope and roof components. Horizontal improvement experience include marine structures, street and site concrete construction, utilities, site work and landscaping improvements.

Inspection projects include: High rise office and residential buildings, restaurants, industrial properties, churches, private schools, private clubs, marinas, medical facilities, warehouse and industrial properties, water treatment facilities and residential properties.

Charlie is a regular speaker at CAI events, teaches continuing education classes and enjoys attending Board of Director meetings to share the benefits of Reserve Planning. He has also published articles on Capital Reserve Analysis and Construction Management.

**Education** - Virginia Polytechnic Institute & State University - BS

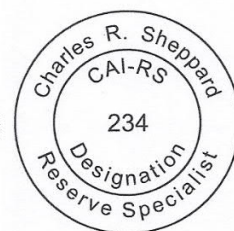
**License** - Certified General Contractor, Certified Home Inspector - Florida

### Professional Designations & Memberships

Certified Construction Inspector, (CCI) Association of Construction Inspectors

Professional Reserve Analyst, (PRA) Association of Professional Reserve Analyst APRA

Reserve Specialist, (RS) Community Associations Institute CAI



# Partial Client List

## Community Development Districts

Tolomato, (Nocatee)  
Amelia Concourse  
Tisons Landing  
Amelia Walk  
South Village  
Sampson Creek  
Middle Village  
Ridgewood Trails  
Glen St. Johns  
Bartram Springs  
Rivers Edge  
Aberdeen  
Durbin Crossing  
St. Johns Forrest  
Dunes Utility  
Double Branch  
Pine Ridge  
Brandy Creek  
Turnbull Creek  
Arlington Ridge  
Magnolia West  
Trails  
Southaven  
Madeira  
Beach

## Communities

Hammock Dunes Communities  
Queens Harbour - Jacksonville, FL  
The Georgia Club - Statham, GA  
Corolla Light POA - Corolla, NC  
The Landings - Skidaway Island, GA  
Beresford Hall Assembly - North Charleston, SC  
Cumberland Harbour - St. Mary's, GA  
Villas of Nocatee - Jacksonville, FL  
Vizcaya HOA - Jacksonville, FL  
Cimarrone POA - St. Johns, FL  
Deercreek Country Club Owners Association - Jacksonville, FL  
Deerwood Country Club - Jacksonville, FL  
Coastal Oaks - Ponte Vedra, FL  
Preserve at Summer Beach - Fernandina Beach, FL  
Amelia Park Neighborhood - Fernandina Beach, FL  
Amelia Oaks - Fernandina Beach, FL  
Coastal Oaks Amelia - Fernandina Beach, FL  
Oyster Bay POA - Fernandina, FL  
Oyster Bay Yacht Club - Fernandina, FL  
Ocean Breeze HOA - Fernandina Beach, FL  
The Enclave at Summer Beach - Fernandina Beach, FL  
RiverPlace at Summer Beach - Fernandina Beach, FL  
Amelia National - Fernandina, FL

## **Condominiums**

Carlton Dunes - Amelia Island, FL  
Spyglass Villas - Amelia Island, FL  
Ocean Club Villas - Amelia Island, FL  
Sand Dollar Condominium - Amelia Island, FL  
Captain's Court - Amelia Island, FL  
Dunes Club Villas - Amelia Island, FL  
Villas at Summer Beach - Amelia Island, FL  
Beachwood Villas - Amelia Island, FL  
Coastal Cottages - Amelia Island, FL  
Harrison Cove - Amelia Island, FL  
Marina San Pablo - Jacksonville, FL  
Latterra at World Golf - St. Augustine, FL  
Cumberland On Church - Nashville, TN  
Surf Club III - Palm Coast, FL  
The Peninsula - Jacksonville, FL  
The Plaza at Berkman Plaza - Jacksonville, FL  
1661 Riverside - Jacksonville, FL  
Seascape - Jacksonville Beach, FL  
Southshore Condominium - Jacksonville Beach, FL  
Ocean Villas at Serenata Beach - St. Augustine, FL  
Watermark - Jacksonville Beach, FL  
Oceanic Condominium - Jacksonville Beach, FL  
Ocean 14 Condominium - Jacksonville Beach, FL  
Serena Point Condominium - Jacksonville Beach, FL  
Oceania Condominium - Jacksonville Beach, FL

## **Active Adult Communities**

Del Webb Ponte Vedra - Ponte Vedra, FL  
Stone Creek by Del Webb - Ocala, FL  
Villages of Seloy - St. Augustine, FL  
Cascades at World Golf Village - St. Augustine, FL  
The Haven at New Riverside - Bluffton, SC  
Artisan Lakes - Jacksonville, FL

## **Religious/Schools**

St. Mark's Episcopal Church - Brunswick, GA  
Memorial Presbyterian - St. Augustine, FL  
Grace Mem. Presbyterian - St. Augustine, FL  
Trinity Episcopal Church - St. Augustine, FL  
St. Mark's Towers - Brunswick, GA  
Isle of Faith Methodist - Jacksonville, FL  
Deermeadows Baptist - Jacksonville, FL  
Frederica Academy - St. Simons Island, GA  
Fishburne Military School - Waynesboro, VA  
The Greenwood School - Jacksonville, FL

PREPARED FOR:

**Asturia Community  
Development District**

## Reserve Study Proposal

PREPARED BY:

**Paul Grifoni, PRA, RS**

Engineer  
Reserve Specialist, RS  
Professional Reserve Analyst, PRA  
Licensed Home Inspector

**Custom Reserves**

5470 E Busch Blvd., Unit 171  
Tampa, FL 33617  
Office: (888) 927-7865  
Fax: (813) 200-8448  
[www.CustomReserves.com](http://www.CustomReserves.com)



# Asturia Community Development District Reserve Study Proposal

Tish Dobson

District Manager

Asturia Community Development District  
Ref # 940

14575 Promenade Parkway  
Odessa, FL 33556

A large, light blue diamond-shaped graphic on the right side of the page. Inside the diamond, the text "30+" is written in a large, bold, blue font. Below it, the words "YEARS OF" and "EXPERIENCE" are written in a smaller, blue, sans-serif font, stacked vertically.

Dear Board of Directors:

Thank you for the opportunity to be of service to your community. We take great pride in our work and in helping all our clients navigate through the Reserve Study process.

A Reserve Study is a key financial planning tool that helps Management and the Board in maintaining the common property components and planning for the future.

Your Reserve Study will include:

- **Excellent communication** with our team. We listen to our clients' concerns. From the timing of the inspection and report delivery to the financial or physical aspects of the community, we always listen and hear your concerns.
- **Industry-leading experience** in all varieties of community associations, resorts, commercial properties, country clubs and more! With over 30 years of combined experience in the industry, we take the guess work out of budget season.
- **Timely contract completion** is a must. We understand how important your receivables can be for budget and community meetings. We take great care in saying what we mean and meaning what we say when it comes to timely delivery.
- **Accuracy** in results. The results depicted in a reserve study are only as good as the estimates of useful life, replacement cost and age of the individual components. More experience leads to greater accuracy in our product.
- **Relationship-building** is paramount. A reserve study requires updating every 2 to 3 years to keep up to date with changes in construction costs, inflation and interest rate, and new technology. We put our client relationships at the forefront of our core values.

# Astoria Community Development District Reserve Study Proposal

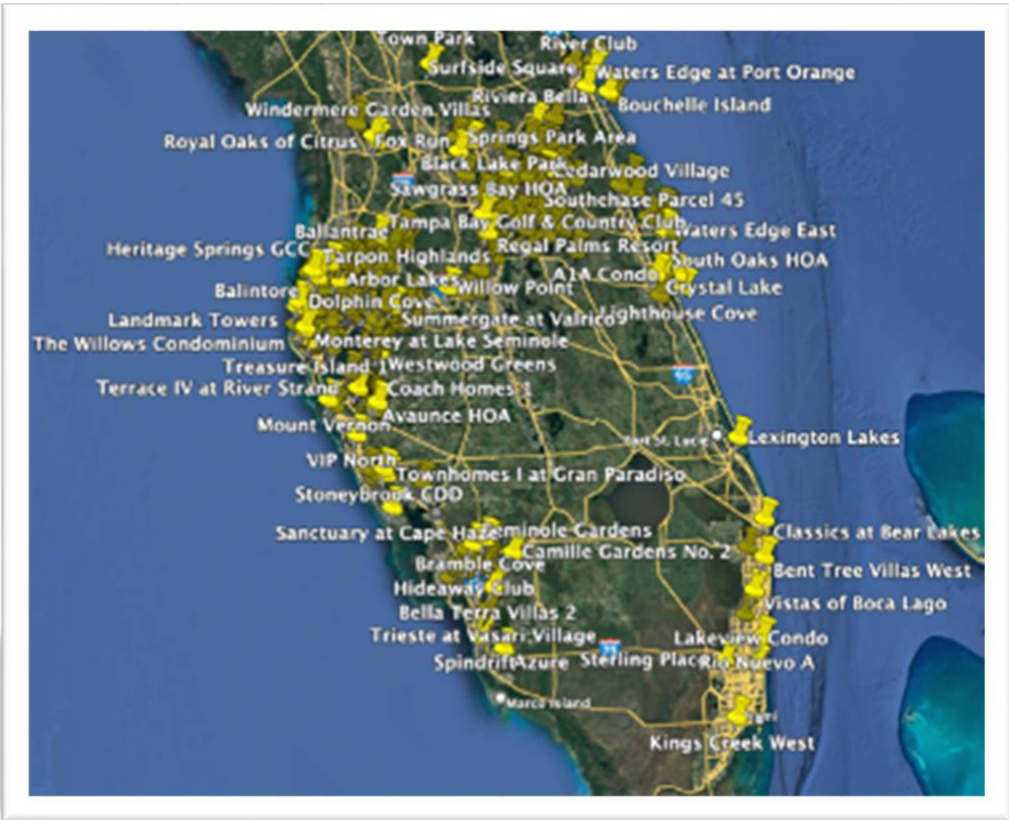
## The Benefits of a Custom Reserves Report

[Click Here](#)  
For More Information

- **Proper and accurate** reserve planning for the future
- **Team review** quality assurance process for every report
- **Increased awareness** of upcoming major property repairs and replacements
- **Maximized** property and re-sale values when adequately funded
- **Increased** likelihood of loans being granted by lenders when adequately funded
- **Decreased** stress in knowing that a special assessment is not looming around the corner!



## Florida Clients Served



# Astoria Community Development District Reserve Study Proposal

## NEW Report Content and Data Visualization

CONDITION MODEL					
Component Type	Component Name	Condition	Urgency	1st Year of Replacement	
Exterior Building	Chimney Caps, Partial Replacements	5	✔	2027	
Exterior Building	Roofs, Aluminum-Coated Shakes (Incl. Soffit and Fascia)	6	✔	2050	
Exterior Building	Walls, Siding, Wood, Paint Finishes, Phased	6	✔	2023	
Exterior Building	Walls, Siding, Wood, Partial Replacements	6	✔	2023	
Property Site	Asphalt Pavement, Crack Repair and Patch	4	!	2024	
Property Site	Asphalt Pavement, Mill and Overlay, Phased	4	!	2024	
Property Site	Concrete Streets and Common Flatwork, Partial Replacement	5	!	2024	
Property Site	Light Fixtures, Bollards (Incl. Pool Area)	6	✔	2024	
Property Site	Pipes, Subsurface Utilities, Partial Replacement	7	✔	2024	
Clubhouse	Clubhouse, Deck, Composite and Wood, Replacement (Incl. Rail)	10	✔	2024	
Clubhouse	Clubhouse, Exterior Renovation	7	✔	2024	
Clubhouse	Clubhouse, HVAC Equipment, Replacement	7	✔	2024	
Clubhouse	Clubhouse, Interior Renovations	6	✔	2024	
Clubhouse	Clubhouse, Parking Area and Pool, Light Poles and Fixtures	7	✔	2024	
Clubhouse	Clubhouse, Roof, Aluminum (Incl. Gutters and Downspouts)	8	✔	2024	
Clubhouse	Clubhouse, Windows and Doors	6	!	2024	
Pool	Pool, Bulkhead, Wood, Replacement	3	✘	2024	
Pool	Pool, Deck, Pavers, Replacement (Incl. Clubhouse Area)	4	!	2028	
Pool	Pool, Fence, Metal, Replacement	4	!	2028	
Pool	Pool Finishes, Plaster and Tile (Incl. Coping)	5	✔	2028	
Pool	Pool, Structure and Deck, Total Replacement	5	✔	2028	

NEW Easily view components by Condition and Urgency

PROPERTY COMPONENT MODEL		COMMON COMPONENTS (X)			REMAINING COMPONENTS (O)	
COMPONENT	RESERVES	OPERATING	LONG-LIVED	OWNER	OTHER	
Asphalt Pavement, Crack Repair and Patch	X					
Asphalt Pavement, Mill and Overlay, Phased	X					
Chimney Caps, Partial Replacements	X					
Clubhouse, Bicycle Rack		X				
Clubhouse, Deck, Composite and Wood, Replacement (Incl. Rail)	X					
Clubhouse, Exterior Renovation	X					
Clubhouse, HVAC Equipment, Replacement	X					
Clubhouse, Interior Renovations	X					
Clubhouse, Parking Area and Pool, Light Poles and Fixtures	X					
Clubhouse, Roof, Aluminum (Incl. Gutters and Downspouts)	X					
Clubhouse, Windows and Doors	X					
Concrete Driveways at Cluster Homes				O		
Concrete Streets and Common Flatwork, Partial Replacement	X					
Decks, Garages, Serving Cluster Homes				O		
Driveway Walkways, Serving Cluster Homes				O		
Driveway Walkways, Serving Cluster Homes, Budgets Less Than \$7,000		X				
Fire Hydrants						O
Foundation(s)			X			
Foundation Course and Associated Components						O
Gutters and Downspouts, Serving Cluster Homes				O		
Split System Air Conditioners, Serving Cluster Homes				O		
Heating System, Controls		X				
Heating System, Pumps		X				
Light Fixtures, Bollards (Incl. Pool Area)	X					
Light Fixtures, Exterior, Serving Cluster Homes		X				
Light Poles and Fixtures at Streets						O
Other Repairs Normally Funded Through the Operating Budget		X				
Pipes, Subsurface Utilities, Partial Replacement	X					
Ponds, Serving Golf Course						O
Pool, Bulkhead, Wood, Replacement	X					
Pool, Deck, Pavers, Replacement (Incl. Clubhouse Area)	X					
Pool, Fence, Metal, Replacement	X					
Pool, Finishes, Plaster and Tile (Incl. Coping)	X					
Pool, Structure and Deck, Total Replacement	X					
Pool, Trash Receptacles		X				

NEW Easily view components by Funding Source and Responsibility



# Asturia Community Development District Reserve Study Proposal

## Objectives

Conduct an on-site inspection of the common property, document condition and forecast a customized funding plan required to replace or repair these elements as they wear out over the course of their useful lives.

## Scope of Services

1. An on-site meeting with Management and/or the Board.
2. Physical Analysis that includes an on-site inspection of the common property documented by photographs.
3. 30-year replacement/repair schedule that includes custom useful lives.
4. Financial Analysis with a 30-year Cash Flow and/or Component method of funding.
5. Electronic copy in PDF format of the Full Reserve Study that includes a detailed narrative including tables, graphs and charts depicting the findings.
6. Expenditures and Funding Plan in Excel upon request.
7. One hard copy of the Full Reserve Study upon request.
8. Free unlimited phone and online support.
9. One revision of the study up to the end of the current fiscal year.

## Affiliations

Our services are provided by an Engineer with reserve study credentials from the Association of Professional Reserve Analysts (APRA) and Community Associations Institute (CAI). Additional qualifications include a Licensed Home Inspector with the Florida Association of Building Inspectors, construction management experience including estimating and scheduling, and a Professional Engineer (PE) licensed in the State of Florida.

Custom Reserves experience includes inspection and condition analysis of hundreds of communities. A partial list of relevant experience is included on the last page.



# Asturia Community Development District

## Reserve Study Proposal

Please allow approximately four weeks from inspection for report delivery. When the Reserve Study is complete, your community will have access to live support and edit capability until the budget is approved. These revisions include adjustments to variables such as costs, times of replacement, inflation, and interest rates.

Cost estimates are based on localized information gathered from resources that include, but are not limited to, local vendors and industry databases, combined with experience in home building, site development and actual data gathered from conducting thousands of reserve studies, collectively. Useful lives are generated from several factors such as environment, construction materials and historical information.

### Client Responsibilities

This project requires involvement by your accounting personnel. To help achieve a smooth and successful implementation, it will be your responsibility to perform the following:

1. Include a copy of the financial statements i.e. (balance sheet, income statement and/or copy of the annual budget along with other financial reports.)
2. Supply the governing documents if applicable.
3. Provide access to all common areas.
4. Disclose known historical information.

### Report Use

You may show our report in its entirety to those third parties who need to review the information contained herein. The Client and other third parties viewing this report should not reference Custom Reserves or our report, in whole or in part, in any document prepared and/or distributed to third parties without our written consent. This report contains intellectual property by Custom Reserves, LLC specified to this engagement.

Client agrees to indemnify and hold harmless Custom Reserves against any and all losses, claims, actions, damages, expenses or liabilities, including attorney's fees, to which Custom Reserves may become subject in connection with this engagement, because of any false, misleading or incomplete information supplied by client or third parties under client's control or direction.

The inspection and analysis of the subject property is limited to visual observations and is noninvasive. Custom Reserves does not investigate, nor assume any responsibility for any existence or impact of any hazardous materials, structural, latent or hidden defects which may or may not be present on or within the property. Our opinions of estimated costs and remaining useful lives are not a guarantee or a warranty of the common components.

### Client Name

Custom Reserves maintains the confidentiality of all conversations, documents provided and the contents of the report, subject to legal or administrative process or proceedings. These conditions can only be modified by written documents executed by both parties.

# Asturia Community Development District Reserve Study Proposal

[Click Here](#)

For Sample Report



## Components Anticipated to be Included in Your Custom Reserve Study

Component Category	Component Name
Clubhouse	Exterior Renovations   Fitness Center   HVAC Equipment   Interior Renovations   Roofs   Windows and Doors
Pool	Deck   Fence   Finishes (Plaster and Tile)   Furniture   Mechanical Equipment
Property Site	Asphalt Pavement   Bridges   Concrete Flatwork   Fences   Golf Cart   Irrigation System   Lighting   Mailboxes   Playground Equipment   Ponds   Storm Water System   Signage   Shade Structure

# Astoria Community Development District Reserve Study Proposal

REF #: 940

## Professional Fees

Fee estimates are based on the components summarized in the previous table. The fee for this Full Reserve Study is ----- **\$3,900.**

Custom Reserves appreciates the opportunity to be of service. Upon acceptance of this proposal, **please sign and return this page along with a fifty percent (50%) retainer payment.** We will contact you to schedule a site visit and inspection upon receipt of this payment. The remaining balance will be due upon receipt of the report.

This letter sets forth the understanding of the Association and serves as confirmation of services provided by Custom Reserves.

Owner reserves the right to reject any and/or all Proposals received, and to rebid if the Owner deems necessary. Owner is not subject to pay any costs incurred by Vendors in the preparation and submission of their Proposals.

Sincerely,



### Paul Grifoni, PRA, RS

Engineer  
Reserve Specialist  
Professional Reserve Analyst  
Licensed Insurance Adjuster  
Licensed Home Inspector



5470 E Busch Blvd., Unit 171  
Tampa, FL 33617  
Office: (888) 927-7865  
Fax: (813) 200-8448  
contact@customreserves.com  
www.CustomReserves.com






Accepted By

Title

Date

**OPTIONAL** future services are available upon request as depicted below. If your Association is interested in any of the following services, **please check the appropriate box** and we can provide pricing upon completion of the current reserve study. Please note that a non-site update can only be conducted one time between site visits.

-   Annual Review of the 30-year expenditures and funding plan(s) only
-   Non-site update
-   Update with site visit

# Asturia Community Development District Reserve Study Proposal

## Experience

Experience includes condominiums, homeowners associations, planned unit developments, property owner associations, co-operatives and community development districts with construction styles that range from townhouses to hi-rises. Other experience includes specialty establishments such as golf clubs, international properties, vacation ownership resorts (timeshares) as well as worship, retreat and camp facilities.

A partial list of recent reserve study experience follows below:

**Terra Bella Community Development District** is a local unit of special purpose government located within Land O' Lakes, Florida and is responsible for the common elements shared by 253 property owners. Terra Bella CDD was built around 2011. The development contains streets, irrigation, pavers, concrete flatwork, retaining walls, signage and a storm water system.

**Oak Creek Community Development District** is a local unit of special purpose government located within Pasco County, FL established in 2004 and responsible for the common elements shared by 550 homes. The development contains a pool, playground, security system and ponds.

**Ballantrae Community Development District** is a local unit of special purpose government located within Pasco County, FL established by the county in 2004 and is responsible for the common elements shared by 936 homes. The development contains building, pool and property site components.

**Harbor Bay Community Development District** owns and operates the community areas of Mira Bay in Apollo Beach FL including common areas, recreational facilities, public roadways, storm water management systems, street lighting, landscaping, clubhouse with café, lap pool, waterslide, clay tennis courts 35,000 linear feet of sea wall, boatlifts.

**The Groves Golf and Country Club Master Association** is a planned unit development established in 2000 and located in Land O Lakes, FL. The Groves is responsible for the paint and roofs shared by 285 Club Homes, 273 Courtyard Homes and 123 Patio 1 Homes.

**Suncoast Meadows Master Association** is a planned unit development located in Land O' Lakes, FL and is responsible for the common elements shared by 487 property owners. Suncoast Meadows was established in 2007. The development contains clubhouse, pool and property site components.

# EXHIBIT 8

# NEW HIRE PACKAGE

Worksite Employee to Complete  
 Client/Worksite Employer to Complete

## 1. This Package must be completed in its entirety for entry into the payroll system.

**Worksite Employee**

<b>Applicant Full Name:</b>		<b>SSN:</b>		
<b>Applicant Phone:</b>		<b>Application Date:</b>		
<b>Applicant Address:</b>		<b>Apt./Unit:</b>		
<b>City:</b>		<b>State:</b>		<b>Zip:</b>
<b>Applicant Email Address:</b>		<b>Date of Birth:</b>		

## 2. This Section to be Completed by Worksite Employee's Supervisor or Manager Only.

**Client/Worksite Employer**

<b>Client Company:</b>		<b>Pay Type:</b>	Hourly/Non-Exempt	Salary/Exempt
		<b>Pay Status:</b>	Full-Time	Part-Time
<b>Client Location:</b>		<b>Pay Cycle:</b>	Weekly	Bi-Weekly
			Monthly	Semi-Monthly
<b>Dept. Name/Number:</b>		<b>Rate of Pay:</b>	\$	
<b>State Employee will be Working in:</b>				
<b>Employee ID Number:</b>		<b>Tipped Employee:</b>	No	Yes
<b>Original Hire Date: (by Client Company)</b>		<b>Shift Pay:</b>	No	Yes
<b>Employee Gender:</b>	M F NB	<b>Piece Work:</b>	No	Yes
<b>Job Title:</b>		<b>Commissions:</b>	No	Yes
<b>Workers' Comp. Class:</b>		<b>Other Pay Type:</b>		
<b>Supervisor, Manager, or Authorized Signature</b>		<b>Title:</b>		<b>Date:</b>

## 3. This Section to be Completed by Engage PEO representative only.

<b>Engage PEO Start Date:</b>		<b>Employee ID Number:</b>	
-------------------------------	--	----------------------------	--

### ALL WORKSITE EMPLOYEES ELIGIBLE FOR GROUP BENEFITS MUST COMPLETE THIS SECTION

I understand and agree that (i) I may be eligible or become eligible for certain benefits under group plans provided by Engage PEO and/or the Client; (ii) I must complete applicable waiting periods and timely submit my enrollment forms to obtain benefits coverage; (iii) plan documents control all of my benefits and I must only rely upon such plan documents, which may change from time to time; (iv) if I enroll in any plans, my benefit choices must remain in effect until the following annual enrollment unless I experience a qualifying event; (v) it is my responsibility to ensure that my payroll deductions are accurate; (vi) I will reimburse Engage PEO, or if appropriate, the Client for any shortages regarding such benefits and/or payroll deductions; and (vii) I have received notification of my and my dependents' continuation of medical coverage rights under COBRA.

I understand and agree that it is my responsibility to know when my benefits waiting period expires and to request a benefit enrollment package from Engage PEO's Benefits Department if I do not timely receive one. Importantly, I understand and agree that if I do not timely return my signed benefit enrollment form to Engage PEO, or if appropriate, to the Client, this will be considered a refusal of group coverage and I authorize Engage PEO and the Client to act accordingly. I understand that if I do not elect benefits at the time of my initial eligibility, I will not be permitted to enroll or make mid-year election changes unless a qualifying event occurs. I understand if I experience a qualifying event and would like to enroll, I must notify Engage PEO, or if appropriate, the Client, and submit the required forms and documentation within 30 days of my qualifying event or I will not be permitted to make changes or enroll until the following annual enrollment. I understand and agree that if I request coverage for myself and eligible dependents at a later date, I may be required to furnish health information and/or verification of credible coverage for each individual, and the benefit plan(s) reserves the right to reject any such request for coverage.

I authorize deductions for employee (and if applicable, dependant) contributions for group benefits. I understand that I must meet the eligibility requirements for coverage to be effective and that if a premium is deducted and I do not meet the eligibility requirements, the premium will be refunded.

---

 Worksite Employee Signature

---

 Date

# Employee's Withholding Certificate

**2022**

▶ **Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.**  
 ▶ **Give Form W-4 to your employer.**  
 ▶ **Your withholding is subject to review by the IRS.**

<b>Step 1:</b> <b>Enter Personal Information</b>	(a) First name and middle initial	Last name	(b) Social security number
	Address		▶ <b>Does your name match the name on your social security card?</b> If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to <a href="http://www.ssa.gov">www.ssa.gov</a> .
	City or town, state, and ZIP code		
	(c) <input type="checkbox"/> <b>Single</b> or <b>Married filing separately</b> <input type="checkbox"/> <b>Married filing jointly</b> or <b>Qualifying widow(er)</b> <input type="checkbox"/> <b>Head of household</b> (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

**Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5.** See page 2 for more information on each step, who can claim exemption from withholding, when to use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App), and privacy.

**Step 2: Multiple Jobs or Spouse Works**

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

(a) Use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) for most accurate withholding for this step (and Steps 3–4); **or**

(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below for roughly accurate withholding; **or**

(c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld . . . ▶

**TIP:** To be accurate, submit a 2022 Form W-4 for all other jobs. If you (or your spouse) have self-employment income, including as an independent contractor, use the estimator.

**Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs.** Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

<b>Step 3:</b> <b>Claim Dependents</b>	If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly): Multiply the number of qualifying children under age 17 by \$2,000 ▶ \$ _____		
	Multiply the number of other dependents by \$500 . . . . ▶ \$ _____		
	Add the amounts above and enter the total here . . . . .	<b>3</b>	\$
<b>Step 4 (optional): Other Adjustments</b>	(a) <b>Other income (not from jobs).</b> If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income . . . . .	<b>4(a)</b>	\$
	(b) <b>Deductions.</b> If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here . . . . .	<b>4(b)</b>	\$
	(c) <b>Extra withholding.</b> Enter any additional tax you want withheld each <b>pay period</b> . . . . .	<b>4(c)</b>	\$

**Step 5: Sign Here**

Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.

▶ **Employee's signature** (This form is not valid unless you sign it.)

▶ **Date**

<b>Employers Only</b>	Employer's name and address	First date of employment	Employer identification number (EIN)



## General Instructions

Section references are to the Internal Revenue Code.

### Future Developments

For the latest information about developments related to Form W-4, such as legislation enacted after it was published, go to [www.irs.gov/FormW4](http://www.irs.gov/FormW4).

### Purpose of Form

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. If too little is withheld, you will generally owe tax when you file your tax return and may owe a penalty. If too much is withheld, you will generally be due a refund. Complete a new Form W-4 when changes to your personal or financial situation would change the entries on the form. For more information on withholding and when you must furnish a new Form W-4, see Pub. 505, Tax Withholding and Estimated Tax.

**Exemption from withholding.** You may claim exemption from withholding for 2022 if you meet both of the following conditions: you had no federal income tax liability in 2021 **and** you expect to have no federal income tax liability in 2022. You had no federal income tax liability in 2021 if (1) your total tax on line 24 on your 2021 Form 1040 or 1040-SR is zero (or less than the sum of lines 27a, 28, 29, and 30), or (2) you were not required to file a return because your income was below the filing threshold for your correct filing status. If you claim exemption, you will have no income tax withheld from your paycheck and may owe taxes and penalties when you file your 2022 tax return. To claim exemption from withholding, certify that you meet both of the conditions above by writing "Exempt" on Form W-4 in the space below Step 4(c). Then, complete Steps 1(a), 1(b), and 5. Do not complete any other steps. You will need to submit a new Form W-4 by February 15, 2023.

**Your privacy.** If you prefer to limit information provided in Steps 2 through 4, use the online estimator, which will also increase accuracy.

As an alternative to the estimator: if you have concerns with Step 2(c), you may choose Step 2(b); if you have concerns with Step 4(a), you may enter an additional amount you want withheld per pay period in Step 4(c). If this is the only job in your household, you may instead check the box in Step 2(c), which will increase your withholding and significantly reduce your paycheck (often by thousands of dollars over the year).

**When to use the estimator.** Consider using the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) if you:

1. Expect to work only part of the year;
2. Have dividend or capital gain income, or are subject to additional taxes, such as Additional Medicare Tax;
3. Have self-employment income (see below); or
4. Prefer the most accurate withholding for multiple job situations.

**Self-employment.** Generally, you will owe both income and self-employment taxes on any self-employment income you receive separate from the wages you receive as an employee. If you want to pay these taxes through withholding from your wages, use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to figure the amount to have withheld.

**Nonresident alien.** If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

## Specific Instructions

**Step 1(c).** Check your anticipated filing status. This will determine the standard deduction and tax rates used to compute your withholding.

**Step 2.** Use this step if you (1) have more than one job at the same time, or (2) are married filing jointly and you and your spouse both work.

Option (a) most accurately calculates the additional tax you need to have withheld, while option (b) does so with a little less accuracy.

If you (and your spouse) have a total of only two jobs, you may instead check the box in option (c). The box must also be checked on the Form W-4 for the other job. If the box is checked, the standard deduction and tax brackets will be cut in half for each job to calculate withholding. This option is roughly accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld, and this extra amount will be larger the greater the difference in pay is between the two jobs.



**Multiple jobs.** Complete Steps 3 through 4(b) on only one Form W-4. Withholding will be most accurate if you do this on the Form W-4 for the highest paying job.

**Step 3.** This step provides instructions for determining the amount of the child tax credit and the credit for other dependents that you may be able to claim when you file your tax return. To qualify for the child tax credit, the child must be under age 17 as of December 31, must be your dependent who generally lives with you for more than half the year, and must have the required social security number. You may be able to claim a credit for other dependents for whom a child tax credit can't be claimed, such as an older child or a qualifying relative. For additional eligibility requirements for these credits, see Pub. 501, Dependents, Standard Deduction, and Filing Information. You can also include **other tax credits** for which you are eligible in this step, such as the foreign tax credit and the education tax credits. To do so, add an estimate of the amount for the year to your credits for dependents and enter the total amount in Step 3. Including these credits will increase your paycheck and reduce the amount of any refund you may receive when you file your tax return.

### Step 4 (optional).

**Step 4(a).** Enter in this step the total of your other estimated income for the year, if any. You shouldn't include income from any jobs or self-employment. If you complete Step 4(a), you likely won't have to make estimated tax payments for that income. If you prefer to pay estimated tax rather than having tax on other income withheld from your paycheck, see Form 1040-ES, Estimated Tax for Individuals.

**Step 4(b).** Enter in this step the amount from the Deductions Worksheet, line 5, if you expect to claim deductions other than the basic standard deduction on your 2022 tax return and want to reduce your withholding to account for these deductions. This includes both itemized deductions and other deductions such as for student loan interest and IRAs.

**Step 4(c).** Enter in this step any additional tax you want withheld from your pay **each pay period**, including any amounts from the Multiple Jobs Worksheet, line 4. Entering an amount here will reduce your paycheck and will either increase your refund or reduce any amount of tax that you owe.

Step 2(b) – Multiple Jobs Worksheet (Keep for your records.)



If you choose the option in Step 2(b) on Form W-4, complete this worksheet (which calculates the total extra tax for all jobs) on only ONE Form W-4. Withholding will be most accurate if you complete the worksheet and enter the result on the Form W-4 for the highest paying job.

Note: If more than one job has annual wages of more than \$120,000 or there are more than three jobs, see Pub. 505 for additional tables; or, you can use the online withholding estimator at www.irs.gov/W4App.

- 1 Two jobs. If you have two jobs or you're married filing jointly and you and your spouse each have one job, find the amount from the appropriate table on page 4. Using the "Higher Paying Job" row and the "Lower Paying Job" column, find the value at the intersection of the two household salaries and enter that value on line 1. Then, skip to line 3
2 Three jobs. If you and/or your spouse have three jobs at the same time, complete lines 2a, 2b, and 2c below. Otherwise, skip to line 3.
a Find the amount from the appropriate table on page 4 using the annual wages from the highest paying job in the "Higher Paying Job" row and the annual wages for your next highest paying job in the "Lower Paying Job" column. Find the value at the intersection of the two household salaries and enter that value on line 2a
b Add the annual wages of the two highest paying jobs from line 2a together and use the total as the wages in the "Higher Paying Job" row and use the annual wages for your third job in the "Lower Paying Job" column to find the amount from the appropriate table on page 4 and enter this amount on line 2b
c Add the amounts from lines 2a and 2b and enter the result on line 2c
3 Enter the number of pay periods per year for the highest paying job. For example, if that job pays weekly, enter 52; if it pays every other week, enter 26; if it pays monthly, enter 12, etc.
4 Divide the annual amount on line 1 or line 2c by the number of pay periods on line 3. Enter this amount here and in Step 4(c) of Form W-4 for the highest paying job (along with any other additional amount you want withheld)

Step 4(b) – Deductions Worksheet (Keep for your records.)



- 1 Enter an estimate of your 2022 itemized deductions (from Schedule A (Form 1040)). Such deductions may include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 7.5% of your income
2 Enter: { \$25,900 if you're married filing jointly or qualifying widow(er), \$19,400 if you're head of household, \$12,950 if you're single or married filing separately }
3 If line 1 is greater than line 2, subtract line 2 from line 1 and enter the result here. If line 2 is greater than line 1, enter "-0-"
4 Enter an estimate of your student loan interest, deductible IRA contributions, and certain other adjustments (from Part II of Schedule 1 (Form 1040)). See Pub. 505 for more information
5 Add lines 3 and 4. Enter the result here and in Step 4(b) of Form W-4

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person with no other entries on the form; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

**Married Filing Jointly or Qualifying Widow(er)**

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$110	\$850	\$860	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,770	\$1,870
\$10,000 - 19,999	110	1,110	1,860	2,060	2,220	2,220	2,220	2,220	2,220	2,970	3,970	4,070
\$20,000 - 29,999	850	1,860	2,800	3,000	3,160	3,160	3,160	3,160	3,910	4,910	5,910	6,010
\$30,000 - 39,999	860	2,060	3,000	3,200	3,360	3,360	3,360	4,110	5,110	6,110	7,110	7,210
\$40,000 - 49,999	1,020	2,220	3,160	3,360	3,520	3,520	4,270	5,270	6,270	7,270	8,270	8,370
\$50,000 - 59,999	1,020	2,220	3,160	3,360	3,520	4,270	5,270	6,270	7,270	8,270	9,270	9,370
\$60,000 - 69,999	1,020	2,220	3,160	3,360	4,270	5,270	6,270	7,270	8,270	9,270	10,270	10,370
\$70,000 - 79,999	1,020	2,220	3,160	4,110	5,270	6,270	7,270	8,270	9,270	10,270	11,270	11,370
\$80,000 - 99,999	1,020	2,820	4,760	5,960	7,120	8,120	9,120	10,120	11,120	12,120	13,150	13,450
\$100,000 - 149,999	1,870	4,070	6,010	7,210	8,370	9,370	10,510	11,710	12,910	14,110	15,310	15,600
\$150,000 - 239,999	2,040	4,440	6,580	7,980	9,340	10,540	11,740	12,940	14,140	15,340	16,540	16,830
\$240,000 - 259,999	2,040	4,440	6,580	7,980	9,340	10,540	11,740	12,940	14,140	15,340	16,540	17,590
\$260,000 - 279,999	2,040	4,440	6,580	7,980	9,340	10,540	11,740	12,940	14,140	16,100	18,100	19,190
\$280,000 - 299,999	2,040	4,440	6,580	7,980	9,340	10,540	11,740	13,700	15,700	17,700	19,700	20,790
\$300,000 - 319,999	2,040	4,440	6,580	7,980	9,340	11,300	13,300	15,300	17,300	19,300	21,300	22,390
\$320,000 - 364,999	2,100	5,300	8,240	10,440	12,600	14,600	16,600	18,600	20,600	22,600	24,870	26,260
\$365,000 - 524,999	2,970	6,470	9,710	12,210	14,670	16,970	19,270	21,570	23,870	26,170	28,470	29,870
\$525,000 and over	3,140	6,840	10,280	12,980	15,640	18,140	20,640	23,140	25,640	28,140	30,640	32,240

**Single or Married Filing Separately**

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$400	\$930	\$1,020	\$1,020	\$1,250	\$1,870	\$1,870	\$1,870	\$1,870	\$1,970	\$2,040	\$2,040
\$10,000 - 19,999	930	1,570	1,660	1,890	2,890	3,510	3,510	3,510	3,610	3,810	3,880	3,880
\$20,000 - 29,999	1,020	1,660	1,990	2,990	3,990	4,610	4,610	4,710	4,910	5,110	5,180	5,180
\$30,000 - 39,999	1,020	1,890	2,990	3,990	4,990	5,610	5,710	5,910	6,110	6,310	6,380	6,380
\$40,000 - 59,999	1,870	3,510	4,610	5,610	6,680	7,500	7,700	7,900	8,100	8,300	8,370	8,370
\$60,000 - 79,999	1,870	3,510	4,680	5,880	7,080	7,900	8,100	8,300	8,500	8,700	8,970	9,770
\$80,000 - 99,999	1,940	3,780	5,080	6,280	7,480	8,300	8,500	8,700	9,100	10,100	10,970	11,770
\$100,000 - 124,999	2,040	3,880	5,180	6,380	7,580	8,400	9,140	10,140	11,140	12,140	13,040	14,140
\$125,000 - 149,999	2,040	3,880	5,180	6,520	8,520	10,140	11,140	12,140	13,320	14,620	15,790	16,890
\$150,000 - 174,999	2,040	4,420	6,520	8,520	10,520	12,170	13,470	14,770	16,070	17,370	18,540	19,640
\$175,000 - 199,999	2,720	5,360	7,460	9,630	11,930	13,860	15,160	16,460	17,760	19,060	20,230	21,330
\$200,000 - 249,999	2,970	5,920	8,310	10,610	12,910	14,840	16,140	17,440	18,740	20,040	21,210	22,310
\$250,000 - 399,999	2,970	5,920	8,310	10,610	12,910	14,840	16,140	17,440	18,740	20,040	21,210	22,310
\$400,000 - 449,999	2,970	5,920	8,310	10,610	12,910	14,840	16,140	17,440	18,740	20,040	21,210	22,470
\$450,000 and over	3,140	6,290	8,880	11,380	13,880	16,010	17,510	19,010	20,510	22,010	23,380	24,680

**Head of Household**

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$760	\$910	\$1,020	\$1,020	\$1,020	\$1,190	\$1,870	\$1,870	\$1,870	\$2,040	\$2,040
\$10,000 - 19,999	760	1,820	2,110	2,220	2,220	2,390	3,390	4,070	4,070	4,240	4,440	4,440
\$20,000 - 29,999	910	2,110	2,400	2,510	2,680	3,680	4,680	5,360	5,530	5,730	5,930	5,930
\$30,000 - 39,999	1,020	2,220	2,510	2,790	3,790	4,790	5,790	6,640	6,840	7,040	7,240	7,240
\$40,000 - 59,999	1,020	2,240	3,530	4,640	5,640	6,780	7,980	8,860	9,060	9,260	9,460	9,460
\$60,000 - 79,999	1,870	4,070	5,360	6,610	7,810	9,010	10,210	11,090	11,290	11,490	11,690	12,170
\$80,000 - 99,999	1,870	4,210	5,700	7,010	8,210	9,410	10,610	11,490	11,690	12,380	13,370	14,170
\$100,000 - 124,999	2,040	4,440	5,930	7,240	8,440	9,640	10,860	12,540	13,540	14,540	15,540	16,480
\$125,000 - 149,999	2,040	4,440	5,930	7,240	8,860	10,860	12,860	14,540	15,540	16,830	18,130	19,230
\$150,000 - 174,999	2,040	4,460	6,750	8,860	10,860	12,860	15,000	16,980	18,280	19,580	20,880	21,980
\$175,000 - 199,999	2,720	5,920	8,210	10,320	12,600	14,900	17,200	19,180	20,480	21,780	23,080	24,180
\$200,000 - 449,999	2,970	6,470	9,060	11,480	13,780	16,080	18,380	20,360	21,660	22,960	24,250	25,360
\$450,000 and over	3,140	6,840	9,630	12,250	14,750	17,250	19,750	21,930	23,430	24,930	26,420	27,730

**WORKSITE EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT**

I understand that \_\_\_\_\_ the "Client") has entered into a Client Service Agreement ("Agreement") with ENGAGE PEO and/or its subsidiaries and affiliated companies, (collectively referred to as "ENGAGE"), whereby ENGAGE has agreed, within the meaning of applicable law, to become a co-employer of individuals who will perform services for the Client.

In consideration of my hiring by ENGAGE, I acknowledge and agree to the following: I understand and agree that: (i) I am an **AT-WILL** employee and no contract of employment exists between me and the Client, or between ENGAGE and me, and ENGAGE has no liability with regard to any employment agreement, now and in the future; (ii) in the future, any employment agreement between me and ENGAGE will not be effective unless it is in a writing signed by me and ENGAGE's CEO; likewise, any employment agreement between me and the Client will not be effective unless it is in a writing signed by me and the appropriate member of the Client's management; in no event, however, will such an agreement between me and the Client be binding on ENGAGE; (iii) either ENGAGE, the Client, or I may terminate our co-employment relationship at any time, with or without notice and with or without cause, as I am an at-will employee; (iv) continued employment with the Client is an essential requirement for employment with ENGAGE, and that if my employment with the Client ends, my employment with ENGAGE will also immediately end at that time; and (v) the employment relationship with ENGAGE may end at any time for any reason. Unless otherwise prohibited by law, as further consideration for my hiring by ENGAGE, I agree that I will settle any and all previously unasserted claims, disputes or controversies arising out of or relating to my application/consideration for employment, employment and/or separation from employment, **exclusively by final and binding arbitration** before a neutral Arbitrator unless otherwise mandated by law; this does not preclude use of the EEOC or similar state agency administrative procedure. By way of example only, such claims include claims under federal, state and local statutory or common law, such as those prohibiting employment discrimination/harassment/retaliation, wage and hour laws, the law of contract and the law of torts.

Further, to the fullest extent permitted by law, I and the Client/ENGAGE agree that no class or collective actions can be asserted in arbitration or otherwise (class action waiver) for any matters relating to my employment relationship with the Client and/or ENGAGE. **THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM RELATING TO MY EMPLOYMENT RELATIONSHIP WITH THE CLIENT OR ENGAGE.** However, if under applicable law a representative claim under state law is deemed unwaivable and such an action is pursued in court, Worksite Employee, Client and Engage agree that any such representative claim will be severed and stayed pending resolution of claims that are arbitrable.

I understand and agree that all of my compensation for work done for the Client must be paid by ENGAGE. If I accept compensation from any source other than ENGAGE for work performed for the Client without ENGAGE's written consent, I understand and agree that my co-employment with ENGAGE will be automatically and immediately terminated. I also agree that while I am co-employed with ENGAGE, if ENGAGE does not receive payment from the Client for services that I perform as a co-employee and if required by applicable law in the state in which I work, ENGAGE will pay me the applicable minimum wage (or the legally required minimum salary) for any such pay period, and I agree to this method of compensation. I understand and agree that ENGAGE has no obligation to pay me any other compensation or benefit unless ENGAGE has specifically, in a written agreement with me, adopted the Client's obligation to pay me such compensation or benefit. I understand that the Client at all times remains obligated to pay me my regular hourly rate of pay (including overtime) if I am a non-exempt employee and to pay me my full salary if I am an exempt employee even if ENGAGE is not paid by the Client. I understand and agree that ENGAGE does not assume responsibility for payment of bonuses, commissions, severance pay, deferred compensation, profit sharing, vacation, sick, or other paid time off pay, or for any other payment or compensation, where payment for such items or services has not been received by ENGAGE from the Client. I understand that the first ninety (90) days of employment are an introductory period. I have been informed and I agree that if my employment with the Client ends for any reason, I must report back to ENGAGE within seventy-two (72) hours for possible reassignment, and that unemployment benefits may be denied if I fail to do so. Also, if I do not notify ENGAGE within such time, ENGAGE may assume I have voluntarily resigned.

In recognition of the fact that any work related injuries that might be sustained by me are covered by state workers' compensation statutes, and to avoid the circumvention of such state statutes that may result from suits against the customers or clients of ENGAGE or against ENGAGE based on the same injury or injuries, and to the extent permitted by law, **I hereby waive and forever release any rights I might have** to make claims or bring suit against any client or customer of ENGAGE or against ENGAGE for damages based upon injuries that are covered under such workers' compensation statutes. I also agree to comply with any drug testing policy that ENGAGE and/or the Client may adopt, and I specifically agree to and give my authority to allow post-accident drug testing in any situation where it is allowed by law.

I agree to abide by all anti-discrimination and anti-harassment policies. In addition, I also agree that if at any time during the application process and during my employment I am subjected to any type of discrimination, including, without limitation, discrimination because of race, sex, pregnancy, age, genetic information, religion, color, retaliation, national origin, citizenship, handicap, disability, veteran or military status, marital status, or any other status protected by applicable law, or if I am subjected to any type of harassment, including without limitation, sexual harassment, or if I am subjected to any type of retaliation, I will immediately contact an appropriate member of management of the Client. In most instances, this appropriate person will be the president of the Client Company. Should I choose not to contact the Client for any reason, I may contact ENGAGE's human resources department at 1-888-780-8807 in order to obtain assistance in the resolution of such matters. I understand and agree that ENGAGE does not have actual control over my workplace and, as such, is not in a position to end or remediate any discrimination, harassment, or retaliation which may be occurring. The responsibility to resolve and/or end such inappropriate conduct rests with the Client, however, ENGAGE will attempt to facilitate a resolution.

I certify that all the information on this document, my resume, application, and all supporting documents are correct, and I understand that any misrepresentation or omission of any information may result in my termination.

I have read and acknowledge all of the above statements contained in this Worksite Employee Acknowledgement and Agreement. My signature below certifies that I understand that the foregoing statement on employment at-will status is the sole and entire understanding between me and the Worksite Employer and me and ENGAGE PEO concerning the duration of my employment and the circumstances under which my employment may be terminated.

\_\_\_\_\_  
Worksite Employee Signature

\_\_\_\_\_  
Date

**WORKSITE EMPLOYEE ACKNOWLEDGEMENT OF HANDBOOK RECEIPT**

I have received my copy of the Company's Employee Handbook and any applicable State Addenda. My signature certifies that I acknowledge and agree that I have read and understand the Employee Handbook and any applicable State Addenda or have had it read to me in a language that I understand, and understand that it is my responsibility to obey the policies and procedures contained in this Handbook and any applicable State Addenda.

I understand and agree that my employment at the Company is at-will and is not guaranteed for any specific length of time. I further understand that, except for the employment at-will policy which shall remain in force and effect unless changed in a writing signed by me and an authorized representative of the Company, the policies, procedures and benefits contained in this Handbook and any applicable State Addenda may be added to, deleted, or changed by the Company at any time as provided for under the terms of this Handbook and any applicable State Addenda. However, I understand that, as a condition of my employment, I will comply with all policies, procedures, and rules that are then in force and effect.

I also understand and agree that if I have any questions regarding the content or interpretation of the Handbook and any applicable State Addenda, I will bring them to the attention of my immediate supervisor or a member of the Company's management team.

\_\_\_\_\_  
Worksite Employee Signature

\_\_\_\_\_  
Date



## NOTICE OF ELECTRONIC DISCLOSURE

For your convenience, you have the opportunity to receive all notices about your Employee Benefits electronically. Such notices will include, but not be limited to, notices, summary plan descriptions (SPDs) and the like.

All notices will be available to you by e-mail and/or on Engage’s web site ([www.engagepeo.com](http://www.engagepeo.com) and choose Employee Login).

If your Worksite Employer provides access to benefit plans then each plan in which you enroll has a Summary Plan Description (SPD) that describes the key provisions of the plan. Plan amendments describe any material changes made to the benefit plan since its SPD was originally drafted. A plan’s SPD and plan amendments are important documents.

Please note that you may receive the notices via paper; no charge will apply for SPDs. You may also change your mind and request paper or electronic versions at any time.

If your physical or e-mail address changes, please notify your Worksite Employer so that your contact information is kept current.

---

I consent to the electronic disclosure of all Employee Benefit notices, including Summary Plan Descriptions and plan amendments.

I acknowledge that I have read this “Notice of Electronic Disclosure” and understand that I am entitled to withdraw my consent. I understand that I have the right to receive paper copies of all Employee Benefit notices, including Summary Plan Descriptions, upon request.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
E-mail Address

Begin Deposits

Change Information

Cancel Deposits

### Authorization Agreement

I hereby authorize **Engage PEO** to send electronically, or by any other commercially accepted method, credit entries (deposits) to my account at the financial institution(s) named below. I also authorize **Engage PEO** to make debit and adjustment (withdrawal) entries from the account(s) below in the event that a credit entry is made in error.

Further, I agree not to hold **Engage PEO** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **Engage PEO** receives a written notice of cancellation from me or my financial institution and has a reasonable opportunity to act on it, or until I timely submit a new direct deposit form to **Engage PEO's** Payroll Department and the Payroll Department has a reasonable opportunity to act on the new form.

### Account #1 Information

Name of Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Checking

Savings

Percentage or Dollar Amount to be Deposited to THIS ACCOUNT each Pay Period \_\_\_\_\_

### Account #2 Information

Name of Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Checking

Savings

Percentage or Dollar Amount to be Deposited to THIS ACCOUNT each Pay Period \_\_\_\_\_

### Signature

Print Name:

Signature:

Social Security # (Last 4 Digits Only):

Date:

- ✓ If depositing to a **Checking Account**, please attach a **Voided Check** for each checking account (not a deposit slip)
- ✓ If depositing to a **Savings Account**, please ask your bank to give you the Routing/Transit Number for your account.

John Q. Public  
123 Main Street  
Your Town, USA 12345-6789

101

Pay to the order of: \_\_\_\_\_

Date: \_\_\_\_\_

DOLLARS \_\_\_\_\_

Memo \_\_\_\_\_

⑆00006789⑆ 23456789⑆ 0101

Routing/Transit Number      Account Number

## Voluntary Self-Identification

Your worksite employer and/or Engage PEO are subject to certain governmental recordkeeping and reporting requirements for the administration of civil rights laws and regulations. In order to comply with these laws, employees are invited to voluntarily self-identify their race or ethnicity. **Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment.** The information obtained will be kept confidential and may only be used in accordance with the provisions of applicable laws, executive orders, and regulations, including those that require the information to be summarized and reported to the federal government for analysis of employment patterns and civil rights enforcement. When reported, data will not identify any specific individual.

### GENDER

Please check one:

Male

Female

### RACE/ETHNICITY

Please select one of the following categories that best describes your race/ethnicity:

**Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.

**White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

**Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.

**Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

**Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

**Choose not to complete the above information**

**Supervisor or Manager:** If the employee does not complete this form, please complete it based on a visual assessment.

Print Name:  
Date:

Position:



**Employment Eligibility Verification**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 10/31/2022

▶ **START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.**

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name <i>(Family Name)</i>		First Name <i>(Given Name)</i>		Middle Initial	Other Last Names Used <i>(if any)</i>	
Address <i>(Street Number and Name)</i>			Apt. Number	City or Town		State ZIP Code
Date of Birth <i>(mm/dd/yyyy)</i>	U.S. Social Security Number □□□□ - □□ - □□□□		Employee's E-mail Address		Employee's Telephone Number	

**I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.**

**I attest, under penalty of perjury, that I am (check one of the following boxes):**

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____  <b>OR</b>          2. Form I-94 Admission Number: _____  <b>OR</b>          3. Foreign Passport Number: _____          Country of Issuance: _____</p>	
QR Code - Section 1 Do Not Write In This Space	

Signature of Employee	Today's Date <i>(mm/dd/yyyy)</i>
-----------------------	----------------------------------

**Preparer and/or Translator Certification (check one):**  
 I did not use a preparer or translator.     A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
*(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)*

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator		Today's Date <i>(mm/dd/yyyy)</i>	
Last Name <i>(Family Name)</i>		First Name <i>(Given Name)</i>	
Address <i>(Street Number and Name)</i>		City or Town	State ZIP Code

Employer Completes Next Page





**Employment Eligibility Verification**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 10/31/2022

**Section 2. Employer or Authorized Representative Review and Verification**

*(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")*

<b>Employee Info from Section 1</b>	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

**Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.**

**The employee's first day of employment (mm/dd/yyyy):** \_\_\_\_\_ **(See instructions for exemptions)**

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative		Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	ZIP Code

**Section 3. Reverification and Rehires** *(To be completed and signed by employer or authorized representative.)*

<b>A. New Name (if applicable)</b>			<b>B. Date of Rehire (if applicable)</b>	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

**C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.**

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

**I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.**

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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## LISTS OF ACCEPTABLE DOCUMENTS

### All documents must be UNEXPIRED

Employees may present one selection from List A  
or a combination of one selection from List B and one selection from List C.

<b>LIST A</b> <b>Documents that Establish Both Identity and Employment Authorization</b>	<b>OR</b>	<b>LIST B</b> <b>Documents that Establish Identity</b>	<b>AND</b>	<b>LIST C</b> <b>Documents that Establish Employment Authorization</b>
<ol style="list-style-type: none"> <li>1. U.S. Passport or U.S. Passport Card</li> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</li> <li>4. Employment Authorization Document that contains a photograph (Form I-766)</li> <li>5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:               <ol style="list-style-type: none"> <li>a. Foreign passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:                   <ol style="list-style-type: none"> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.</li> </ol> </li> </ol> </li> <li>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</li> </ol>	OR	<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> <li style="text-align: center;"><b>For persons under age 18 who are unable to present a document listed above:</b></li> <li>10. School record or report card</li> <li>11. Clinic, doctor, or hospital record</li> <li>12. Day-care or nursery school record</li> </ol>	AND	<ol style="list-style-type: none"> <li>1. A Social Security Account Number card, unless the card includes one of the following restrictions:               <ol style="list-style-type: none"> <li>(1) NOT VALID FOR EMPLOYMENT</li> <li>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION</li> <li>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</li> </ol> </li> <li>2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)</li> <li>3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</li> <li>4. Native American tribal document</li> <li>5. U.S. Citizen ID Card (Form I-197)</li> <li>6. Identification Card for Use of Resident Citizen in the United States (Form I-179)</li> <li>7. Employment authorization document issued by the Department of Homeland Security</li> </ol>

**Examples of many of these documents appear in the Handbook for Employers (M-274).**

**Refer to the instructions for more information about acceptable receipts.**

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

## REQUESTING LEAVE

## EMPLOYER RESPONSIBILITIES

## ENFORCEMENT

For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

# EXHIBIT 9

# SNIFFEN & SPELLMAN, P.A.

## LEGAL REPRESENTATION AGREEMENT

The undersigned, on behalf of **Asturia Community Development District** (“client”), does hereby retain and employ **Sniffen & Spellman, P.A.** (“the law firm”), in the following matters:

**Advice and Assistance in Labor and Employment Matters as specifically assigned by client’s board counsel**

This document sets forth the agreement concerning the representation of the client by the law firm in this matter only.

### ATTORNEYS’ FEES

1. The client agrees to pay the law firm at the following hourly rates.

<b>Attorney Initials</b>	<b>Name</b>	<b>Hourly Rates</b>
TJH	Terry J. Harmon	<b>\$ 250.00</b>
RJS	Robert J. Sniffen	<b>\$ 250.00</b>
MPS	Michael P. Spellman	<b>\$ 250.00</b>
LBF	Lisa B. Fountain	<b>\$ 250.00</b>
MKL	Mark K. Logan	<b>\$ 250.00</b>
MJC	Matthew J. Carson	<b>\$ 250.00</b>
JDS	Jeffrey D. Slanker	<b>\$ 250.00</b>
ECI	Elmer C. Ignacio	<b>\$ 250.00</b>
CAP	Christie A. Petruzelli	<b>\$ 190.00</b>
KAS	Kristine Shrode	<b>\$ 190.00</b>
KCD	Kristen C. Diot	<b>\$ 190.00</b>
RTD	Ryan T. Dyson	<b>\$ 190.00</b>
MJH	Mitchell J. Herring	<b>\$ 190.00</b>
<b>Law Clerks</b>		<b>\$90.00</b>
<b>Paralegal</b>	Karen Barger/Trae Wylie/Hannah McKinney	<b>\$90.00</b>

The following costs and expenses will be billed to the client: courier costs and overnight delivery; travel costs; in-house copies (for copies in excess of 50 pages only); long-distance telephone; computer research expenses and other expenses reasonably required to be expended during the law firm’s representation. The law firm will not bill for facsimile charges or in-house copy jobs of less than 50 pages. The client hereby authorizes the law firm to pay and incur expenses on behalf of the client.

The law firm will bill the client on a monthly basis and the client will pay the law firm in full for all attorney’s fees and costs incurred by the law firm no later than 30 days from the date of

the law firm's invoice. Statements for services and costs shall be submitted via-electronic mail to the client or the client's attorney representatives.

The law firm's invoice will include an itemized statement identifying specifically what work was performed on each specific date. All reimbursable expenses will be itemized.

2. The client shall remain fully responsible for the payment of all attorney's fees and costs incurred by the law firm regardless of any right to reimbursement, insurance defense proceeds or indemnification the client may have.

#### COSTS AND EXPENSES

3. The client agrees to pay all costs and expenses incurred by the law firm. The law firm is authorized to pay and incur expenses on behalf of the client. Costs normally include, but are not limited to: long distance telephone calls, photocopies, out-of-town travel expenses, postage, expert witness fees and costs, filing fees, computer research expenses and other expenses reasonably required to be expended and arising out of the law firm's representation. Charges will not be billed for facsimile transmissions.

#### MUTUAL REPRESENTATIONS

4. The client shall have the right to terminate the representation of the law firm at any time. In the event of such termination, the client shall pay the law firm for fees and costs incurred through the date of such termination. The law firm shall have the right to withdraw from the representation if the client does not make payments required by this agreement, if the client has misrepresented or failed to disclose material facts to the law firm, if the client is uncooperative, if irreconcilable difference are present, if the client fails to follow the law firm's advice and/or for any other legally permissible reason. Upon the occurrence of any of these events, the client will execute such necessary documents as will permit the law firm to withdraw.

**IN THE EVENT THERE ARISES A DISPUTE BETWEEN THE CLIENT AND THE LAW FIRM REGARDING ATTORNEY'S FEES AND COSTS INCURRED DURING THE REPRESENTATION, THE CLIENT AND THE LAW FIRM MUTUALLY AGREE TO SUBMIT TO ARBITRATION OF THEIR CONTROVERSY CONCERNING THE LEGAL FEES AND COSTS CHARGED BY THE LAW FIRM. THE PARTIES HAVE THEREBY AUTHORIZED A DULY APPOINTED ARBITRATION PANEL OF THE FLORIDA BAR TO ACT AS ARBITRATOR(S) AND TO PROCEED TO HEAR ANY SUCH DISPUTE PURSUANT TO THE SUPREME COURT RULE REGULATING THE FLORIDA BAR -- CHAPTER 14, (FEE ARBITRATION RULE), RULES OF PROCEDURE FOR A FEE ARBITRATION PROCEEDING AND CHAPTER 682, FLORIDA STATUTES. THE MEMBERS OF THE ARBITRATION PANEL SHALL BE VESTED WITH ALL THE POWERS AND SHALL ASSUME ALL THE DUTIES GRANTED AND IMPOSED UPON ARBITRATORS BY FLORIDA LAW. THE PARTIES ALSO AGREE THAT JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF FLORIDA AND, THEREFORE, ANY AWARD RENDERED SHALL BE BINDING.**

5. The client acknowledges that the law firm has not made guarantees regarding the disposition of any phase of the matter or matters for which it has been retained. All expressions relative to the matter for which the law firm has been retained are opinions of the law firm.

6. The provisions of this agreement shall apply only to the matters set forth above and unless otherwise specifically provided.

7. The cooperation of the client with the law firm is essential. The client must keep the law firm informed immediately of any changes of address, phone number, employment and circumstances. Full disclosure to the law firm of all facts is essential to enable proper representation. The client must promptly fill out, execute and/or return all papers sent to client such as interrogatories, requests for information, requests for documents, etc.

8. **IMPORTANT NOTICE REGARDING EMAIL COMMUNICATION:** With changes in technology, the law firm is aware that email is a common method of communication; however, please keep in mind the following: (a) clients should never use computers maintained or monitored by others (e.g., work; public computers) when communicating about sensitive or attorney-client matters; (b) incoming emails may not be read immediately, because the intended recipient may be out of the office or otherwise unavailable; if your email communication is time-sensitive, please call our office to ensure we are aware of your email; and (c) the law firm use automated filters to block viruses and unwanted emails. It is possible the law firm's networks may not recognize your email address and prevent your emails from being properly delivered. Please call our office if we have not responded to your email within a reasonable time or if the matter is time-sensitive.

9. Either party may, from time to time, request changes in the scope of the services to be performed under this agreement. Such changes, which are mutually agreed upon by and between the client and the law firm, shall be incorporated in written amendments to this agreement.

10. This agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This agreement supersedes all previous oral or written communications, representations or agreements on this subject.

**NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you sign this agreement you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.**

11. The law firm shall provide status reports as requested by the client.

12. The law firm will comply with Florida's public record laws in relation to this Agreement, specifically to:

- a. Keep and maintain public records required by client to perform the service.

- b. Upon request from the client's custodian of public records, provide the client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the law firm does not transfer the records to the client.
- d. Upon completion of the contract, transfer, at no cost, to the client all public records in possession of the law firm or keep and maintain public records required by the client to perform the service. If the law firm transfers all public records to the client upon completion of the contract, the law firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the law firm keeps and maintains public records upon completion of the contract, the law firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the client, upon request from the client's custodian of public records, in a format that is compatible with the information technology systems of the client.
- e. **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 CUSTODIAN OF PUBLIC RECORDS AT (FILL IN NAME ADDRESS AND E-MAIL OF CUSTODIAN).**

13. The client has read and fully understands this agreement, and executes it voluntarily. By signing below, the individual executing this agreement on the client's behalf acknowledges and represents that he or she has full authority to enter into this agreement on behalf of the client.

Read, Approved and Accepted on this \_\_\_\_ day of \_\_\_\_\_, 2022.



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**Client – Asturia Community Development District**

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Date

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Jeffrey D. Slanker  
Sniffen & Spellman, P.A.

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Date