



Rizzetta & Company

Diamond Hill Community Development District

**Board of Supervisors'
Special Meeting
July 10, 2023**

**District Office:
2700 S. Falkenburg Road, Suite 2745
Riverview, Florida 33578
813.533.2950**

www.diamondhillcdd.org

DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT AGENDA

At the office of Rizzetta & Company, Inc., located at 2700 S. Falkenburg Road, Suite
2745, Riverview, FL 33578.

District Board of Supervisors	Ferdinand Ramos James Oliver Linda Dunn Douglas Taggerty John Pollard	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Christina Newsome	Rizzetta & Company, Inc.
District Attorney	John Vericker	Straley Robin Vericker
District Engineer	Stephen Brletic	Johnson, Mirmiran & Thompson

All cellular phones and pagers must be turned off while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 813-933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

July 3, 2023

Board of Supervisors
Diamond Hill Community
Development District

FINAL AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of the Diamond Hill Community Development District will be held on **Monday, July 10, 2023, at 2:00 p.m.** at the Diamond Hill Community Center, Inc., located at 2902 Copper Heigt Ct, Valrico, Florida 33594. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors’ Meeting held on June 12, 2023, Tab 1
 - B. Consideration of Operation & Maintenance Expenditures for May 2023 Tab 2
- 4. STAFF REPORTS**
 - A. Aquatic Maintenance Update Tab 3
 - B. Landscape and Irrigation Maintenance Update..... USC
 - C. District Counsel Update
 - D. District Engineer Update
 - E. District Manager Update
 1. Review of District Manager Report.....Tab 4
 2. Update to District Financials.....Tab 5
- 5. BUSINESS ITEMS**
 - A. Discussion of Tree Removal Letter Received from County.....Tab 6
 - B. Consideration of Engineering Services Agreement with Brletic Dvorak..... Tab 7
 - C. Consideration of Proposed Agreement from Inframark.....Tab 8
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 933-5571.

Sincerely,
Christina Newsome
Christina Newsome
District Manager

cc: Ferdinand Ramos, Chairman
John Vericker, District Counsel

Tab 1

MINUTES OF MEETING

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

**DIAMOND HILL
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Diamond Hill Community Development District was held on **Monday, June 12, 2023, at 2:00 p.m.** at the office of Rizzetta & Company, Inc., located at 2700 S. Falkenburg Road, Suite 2745, Riverview FL, 33578. The following is the agenda for this meeting:

Present and constituting a quorum:

Ferdinand Ramos	Board Supervisor, Chairman
James Oliver	Board Supervisor, Vice Chairman
Linda Dunn	Board Supervisor, Assistant Secretary
John Pollard	Board Supervisor, Assistant Secretary
Douglas Taggerty	Board Supervisor, Assistant Secretary

Also present were:

Christina Newsome	District Manager, Rizzetta & Co., Inc.
John Vericker	Straley Robin Vericker (via Phone)

Audience	Not Present.
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FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

**Audience Comments on
Agenda Items**

There were no comments.

THIRD ORDER OF BUSINESS

Discussion of Investment Options

Kayla Connell discussed the Investment Options to the Board. The Board directed Kayla to invite the representatives from FLCLASS to give a presentation on investment options at the August meeting.

45 **FOURTH ORDER OF BUSINESS**

45 **Consideration of Minutes of Board of**
46 **Supervisors Meeting held**
47 **on April 10, 2023**
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49 Ms. Newsome presented the Minutes of the Board of Supervisors Meeting held on April
50 10, 2023. Revisions are needed on line 29- "Tad Roman is the representative for
51 Aquatic Weed Control."
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On a Motion by Mr. Taggerty, seconded by Ms. Dunn, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors meeting held on April 10, 2023, as amended for the Diamond Hill Community Development District.

53 **FIFTH ORDER OF BUSINESS**

53 **Consideration of Operation and**
54 **Maintenance for March 2023**
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On a Motion by Mr. Ramos, seconded by Mr. Oliver, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures report for March 2023 (\$10,694.02), for the Diamond Hill Community Development District.

57 **SIXTH ORDER OF BUSINESS**

57 **Staff Reports**

58 **A. Aquatic Maintenance Update**

59 Ms. Newsome presented the Aquatic Maintenance Update to the Board.

60 **1. Consideration of Pond #15 Sediment Removal Proposal**

61 Ms. Newsome presented the Pond #15 Sediment Removal Proposal as well
62 as the proposal to install cordgrass to the Board.
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On a Motion by Mr. Ramos, seconded by Mr. Oliver, with all in favor, the Board of Supervisors approved the Pond 15 Sediment Removal Proposal and Cordgrass Installment from Aquatic Weed Control in the amount of \$1,041.50, for the Diamond Hill Community Development District.

69 **B. Landscape & Irrigation Maintenance Report**

70 **1. Discussion of Landscape Concerns**

71 Josh Olivia was not present. Ms. Newsome presented the Landscape and
72 Irrigation Maintenance Report to the Board. The Board requested an audit of
73 the current landscape company, Yellowstone.
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C. District Counsel

John Vericker was present; no report was given.

D. District Engineer Update

Not present; no report given from District Engineer. The Board requested a report from the District Engineer that lists any district requirements that are upcoming and states whether the district requirements are up to date with the county. The Board also requests a historical report listing the shortcomings of the district inspections that have been performed as well as the findings of such inspections.

On a Motion by Mr. Taggerty, seconded by Mr. Oliver, with all in favor, the Board of Supervisors accepted BD1 as intern District Engineer at their current contract rates, for the Diamond Hill Community Development District.

On a Motion by Ms. Dunn, seconded by Mr. Ramos, with all in favor, the Board of Supervisors approved for Staff to prepare a RFQ for District Engineer Services for the August meeting, for the Diamond Hill Community Development District.

E. District Manager Update

Next meeting will be August 14, 2023, at 2:00 p.m.

1. Review of District Manager Report

Ms. Newsome presented the District Manager Report to the Board.

2. Update to District Financials

Ms. Newsome presented the District Financials to the Board.

SEVENTH ORDER OF BUSINESS

**Presentation of Fiscal Year
2023-2024 Proposed Budget**

**1. Consideration of Resolution 2023-02, Adopting Fiscal Year
2023-2024 Proposed Budget, and Setting a Public Hearing
on the Final Budget**

Ms. Newsome presented Resolution 2023-02, Adopting the Fiscal Year 2023-2024 Proposed Budget, and Setting a Public Hearing on the Final Budget.

On a Motion by Mr. Ramos, seconded by Mr. Dunn, with all in favor, the Board of Supervisors adopted Resolution 2023-02, Adopting the Fiscal Year 2023-2024 Proposed Budget, and Setting a Public Hearing on the Final Budget, for the Diamond Hill Community Development District.

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NINTH ORDER OF BUSINESS

**Discussion of Concerns
Regarding the Tree
Removal**

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The Board discussed the concerns regarding the tree removal.

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TENTH ORDER OF BUSINESS

**Discussion of Tree
Removal Reimbursement**

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Ms. Newsome informed the Board that the reimbursement check was sent to the HOA in error, once the check is voided, it will be sent to the CDD.

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ELEVENTH ORDER OF BUSINESS

Supervisor Requests

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Mr. Ramos informed the Board that he would like to terminate the District Management Services with Rizzetta and Company. The Board directs District Counsel to speak to Andy Mendenhall of Inframark and will work to send Rizzetta a term letter.

The Board calls for a special meeting to be held at the Diamond Hill Community Center on July 10, 2023, at 2:00p.m.

On a Motion by Mr. Ramos, seconded by Mr. Pollard, with all in favor, the Board of Supervisors approved to terminate the District Management Services with Rizzetta and Company, for the Diamond Hill Community Development District.

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On a Motion by Mr. Ramos, seconded by Mr. Pollard, with all in favor, the Board of Supervisors approved a special meeting to be held on July 10, 2023, at the Diamond Hill Community Center, for the Diamond Hill Community Development District.

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TWELFTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Pollard, seconded by Mr. Taggerty, with all in favor, the Board of Supervisors adjourned the meeting at 2:54 p.m., for the Diamond Hill Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT

District Office · Tampa, Florida · (904) 436-6270

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

Operation and Maintenance Expenditures

May 2023

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2023 through May 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$11,709.38**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Diamond Hill Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aquatic Weed Control, Inc.	100073	82764	Waterway Service 04/23	\$ 750.00
Aquatic Weed Control, Inc.	100076	83710	Waterway Service 05/23	\$ 750.00
Rizzetta & Company, Inc.	100072	INV0000079714	District Management Fees 05/23	\$ 4,083.83
Straley Robin Vericker	100074	23032	Professional Services Through 04/15/23	\$ 639.40
TECO	05242023-1	211010801895 4/23	211010801895 4/23	\$ 81.03
U.S. Bank	100075	6905438	Trustee Fees Series 2013 04/01/23-03/31/24	\$ 3,555.75
Yellowstone Landscape	100077	TM 527922	Emerald Hill Way Tree Removal 05/23	\$ <u>1,849.37</u>
Report Total				\$ <u>11,709.38</u>

Tab 3







Tab 3A





Tab 4



Rizzetta & Company

July 10

District Manager's Report

2023

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UPCOMING DATES TO REMEMBER

- **Next Meeting:** August 14, 2023 – Public Hearing for Budget Adoption
 - **Location:** Diamond Hill Community Center
- **Next Election:** November 2024

<u>FINANCIAL SUMMARY</u>	<u>5/31/2023</u>
General Fund Cash & Investment Balance:	\$594,993
Reserve Fund Cash & Investment Balance:	\$692,578
Debt Service Fund Investment Balance:	\$125,854
Total Cash and Investment Balances:	\$1,413,425
General Fund Expense Variance: \$23,885	Under Budget

Tab 5



Rizzetta & Company

Diamond Hill Community Development District

**Financial Statements
(Unaudited)**

May 31, 2023

Prepared by: Rizzetta & Company, Inc.

diamondhillcdd.org
rizzetta.com

Diamond Hill Community Development District

Balance Sheet
As of 05/31/2023
(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets						
Cash In Bank	189,876	0	1,145	191,021	0	0
Investments	405,117	692,578	124,709	1,222,404	0	0
Accounts Receivable	2,939	0	3,042	5,980	0	0
Prepaid Expenses	1,778	0	0	1,778	0	0
Fixed Assets	0	0	0	0	2,812,478	0
Amount Available in Debt Service	0	0	0	0	0	128,896
Amount To Be Provided Debt Service	0	0	0	0	0	1,596,104
Total Assets	599,710	692,578	128,896	1,421,183	2,812,478	1,725,000
Liabilities						
Accrued Expenses	1,585	0	0	1,585	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	1,725,000
Total Liabilities	1,585	0	0	1,585	0	1,725,000
Fund Equity & Other Credits						
Beginning Fund Balance	512,249	665,105	121,432	1,298,786	0	0
Investment In General Fixed Assets	0	0	0	0	2,812,478	0
Net Change in Fund Balance	85,876	27,473	7,464	120,812	0	0
Total Fund Equity & Other Credits	598,125	692,578	128,896	1,419,598	2,812,478	0
Total Liabilities & Fund Equity	599,710	692,578	128,896	1,421,183	2,812,478	1,725,000

See Notes to Unaudited Financial Statements

Diamond Hill Community Development District

Statement of Revenues and Expenditures

As of 05/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 05/31/2023	Year To Date 05/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	4,368	(4,368)
Special Assessments				
Tax Roll	180,838	180,838	182,544	(1,706)
Total Revenues	180,838	180,838	186,912	(6,074)
Expenditures				
Legislative				
Supervisor Fees	7,000	4,667	3,400	1,266
Total Legislative	7,000	4,667	3,400	1,266
Financial & Administrative				
Administrative Services	4,774	3,182	3,182	1
District Management	19,694	13,130	13,130	(1)
District Engineer	7,000	4,666	2,555	2,112
Trustees Fees	4,000	4,000	3,556	444
Assessment Roll	5,304	5,304	5,304	0
Financial & Revenue Collections	5,304	3,536	3,536	0
Accounting Services	18,034	12,023	12,022	0
Auditing Services	3,300	0	0	0
Public Officials Liability Insurance	3,196	3,196	2,733	463
Legal Advertising	2,000	1,333	530	804
Dues, Licenses & Fees	175	175	175	0
Miscellaneous Fees	300	200	0	200
Website Hosting, Maintenance, Backup & Email	3,100	2,067	1,953	113
Total Financial & Administrative	76,181	52,812	48,676	4,136
Legal Counsel				
District Counsel	7,500	5,000	4,948	53
Total Legal Counsel	7,500	5,000	4,948	53
Electric Utility Services				
Utility Services	1,000	666	640	26
Total Electric Utility Services	1,000	666	640	26
Stormwater Control				
Aquatic Maintenance	9,300	6,200	6,000	200
Lake/Pond Bank Maintenance & Repair	2,250	1,500	0	1,500
Aquatic Plant Replacement	1,000	667	0	667
Stormwater System Maintenance	1,000	667	0	667

See Notes to Unaudited Financial Statements

Diamond Hill Community Development District

Statement of Revenues and Expenditures

As of 05/31/2023

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2023	05/31/2023	05/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Miscellaneous Expense	1,000	666	0	666
Total Stormwater Control	14,550	9,700	6,000	3,700
Other Physical Environment				
Property Insurance	1,962	1,962	1,144	818
General Liability Insurance	3,552	3,552	3,038	514
Entry & Walls Maintenance & Repair	1,000	667	0	667
Landscape Maintenance	48,351	32,234	31,340	894
Ornamental Lighting & Maintenance	1,000	667	0	666
Well Maintenance	2,000	1,333	0	1,334
Landscape Replacement Plants, Shrubs, Trees	5,000	3,333	0	3,333
Holiday Decorations	1,500	1,500	1,350	150
Miscellaneous Expense	1,000	667	0	667
Irrigation Repair	2,000	1,333	500	833
Total Other Physical Environment	67,365	47,248	37,372	9,876
Contingency				
Miscellaneous Contingency	7,242	4,828	0	4,828
Total Contingency	7,242	4,828	0	4,828
Total Expenditures	180,838	124,921	101,036	23,885
Total Excess of Revenues Over(Under) Expen- ditures	0	55,917	85,876	(29,959)
Fund Balance, Beginning of Period	0	0	512,249	(512,249)
Total Fund Balance, End of Period	0	55,917	598,125	(542,208)

Diamond Hill Community Development District

Statement of Revenues and Expenditures

As of 05/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 05/31/2023	Year To Date 05/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	7,473	(7,473)
Special Assessments				
Tax Roll	20,000	20,000	20,000	0
Total Revenues	<u>20,000</u>	<u>20,000</u>	<u>27,473</u>	<u>(7,473)</u>
Expenditures				
Contingency				
Capital Reserve	20,000	13,333	0	13,333
Total Contingency	<u>20,000</u>	<u>13,333</u>	<u>0</u>	<u>13,333</u>
Total Expenditures	<u>20,000</u>	<u>13,333</u>	<u>0</u>	<u>13,333</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>6,667</u>	<u>27,473</u>	<u>(20,806)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>665,105</u>	<u>(665,105)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>6,667</u>	<u>692,578</u>	<u>(685,911)</u>

Diamond Hill Community Development District

Statement of Revenues and Expenditures

As of 05/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 05/31/2023	Year To Date 05/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	3,837	(3,837)
Special Assessments				
Tax Roll	207,704	207,704	209,648	(1,944)
Total Revenues	<u>207,704</u>	<u>207,704</u>	<u>213,485</u>	<u>(5,781)</u>
Expenditures				
Debt Service				
Interest	67,704	67,704	66,021	1,683
Principal	140,000	140,000	140,000	0
Total Debt Service	<u>207,704</u>	<u>207,704</u>	<u>206,021</u>	<u>1,683</u>
Total Expenditures	<u>207,704</u>	<u>207,704</u>	<u>206,021</u>	<u>1,683</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>7,464</u>	<u>(7,464)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>121,432</u>	<u>(121,432)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>128,896</u>	<u>(128,896)</u>

Diamond Hill CDD
Investment Summary
May 31, 2023

<u>Account</u>	<u>Investment</u>	<u>Balance as of</u> <u>May 31, 2023</u>
Truist Bank	Money Market Account	\$ 3,059
Bank of Tampa	Money Market Account	3,656
Bank of Tampa ICS Program		
First Horizon Bank	Money Market Account	53,814
Pacific Western Bank	Money Market Account	3
Merchants Bank of Indiana	Money Market Account	248,816
City National Bank of Florida	Money Market Account	95,557
Popular Bank	Money Market Account	159
JPMorgan Chase Bank	Money Market Account	53
	Total General Fund Investments	\$ 405,117
Bank of Tampa ICS Capital Reserve		
City National Bank of Florida	Money Market Account	\$ 12
First Horizon Bank	Money Market Account	194,633
Pinnacle Bank	Money Market Account	248,825
Pacific Western Bank	Money Market Account	248,803
Popular Bank	Money Market Account	37
JPMorgan Chase Bank	Money Market Account	268
	Total Reserve Fund Investments	\$ 692,578
US Bank Series 2013 Revenue	First American Treasury Obligation Fund Class Z	\$ 103,776
US Bank Series 2013 Reserve	First American Treasury Obligation Fund Class Z	20,933
	Total Debt Service Fund Investments	\$ 124,709

**Diamond Hill Community Development District
Summary A/R Ledger
From 05/01/2023 to 05/31/2023**

Fund_ID	Fund Name	Customer	Invoice Number	AR Account	Date	Balance Due	
740, 2685	740-001	740 General Fund	Hillborough County Tax Collector	AR00000352	12110	10/01/2022	2,938.56
Sum for 740, 2685							2,938.56
740, 2687	740-200	740 Debt Service Fund S2013	Hillborough County Tax Collector	AR00000352	12110	10/01/2022	3,041.62
Sum for 740, 2687							3,041.62
Sum for 740							5,980.18
Sum Total							5,980.18

See Notes to Unaudited Financial Statements

Diamond Hill Community Development District
Notes to Unaudited Financial Statements
May 31, 2023

Balance Sheet

1. Trust statement activity has been recorded through 05/31/23.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

Summary A/R Ledger-Payment Terms

4. Payment terms for landowner assessments are (a) defined in the FY22-23 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

Tab 6

Development Review Department
P.O. Box 1110 Tampa, FL 33601



Hillsborough
County Florida

RECEIVED
JUN - 5 2023
BY:

NOTICE OF VIOLATION

06/01/2023

Diamond Hill CDD
c/o: Rizzetta & Company INC
3434 Colwell Ave., Ste. 200
Tampa, FL 33614
Folio 085475-6894

CE# 238005

On May 31, 2023 an inspection was conducted at the property located at: Folio: 085475-6894 , has been found in violation of section 4.01 of the Land Development Code (LDC) for the following:

1st Notice: Unpermitted removal of a protected tree per LDC 4.01 and defined in 11.02. Additional information below.

Details of Inspection: The inspection found that (1) 35-inch diameter at breast height Live Oak was removed without a tree removal permit.

Corrective actions required per 11.06.02 LDC:

1st Notice: Provide a tree restoration plan for the total inches removed. See additional information form A

Time frame for correction: 15 business days

IT IS YOUR RESPONSIBILITY TO NOTIFY STAFF WHEN CORRECTED.

Natural Resources Inspector: Tony Hood 813-618-0028 Email: hoodt@hcflgov.net

Failure to comply within the requirements above, will result in submittal to a CODE ENFORCEMENT HEARING and will be subject to penalties outlined in LDC 11.06.00

If it is your opinion that your property is compliant, please provide a written statement to the Inspector (above).

Respectfully,

Development Services Department
Natural Resources Team 813-627-1300

Additional Information: Form A: Tree Restoration Plan

Certified Mail: 7020 2450 0000 8949 1858 Legal Description attached

TREE RESTORATION PLAN REQUIREMENTS

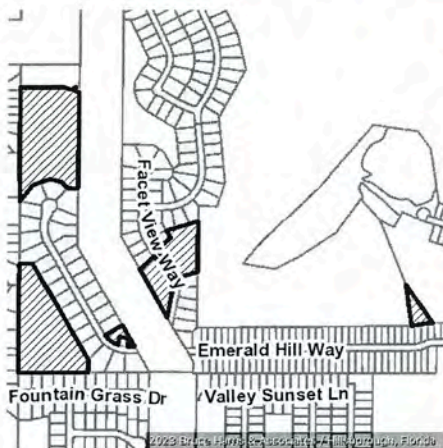
1. An acceptable tree restoration plan indicating the proposed location, size, and same species of restoration trees as the ones removed. The tree species defined in Exempted Trees Section 12.01 of the Land Development Code will NOT be credited toward the tree restoration requirements. The Development Services Department (DSD) staff must be notified for approval of any changes to the species requirement.
2. A statement on the plans indicating the restoration of a total the inches DBH (diameter at 4.5 feet above existing grade) of trees removed. All restoration trees must be nursery grown and containerized, provide a minimum 1-inch DBH, a minimum height of 8 feet, and must have the ability at maturity to provide shade equal to or greater than the tree(s) removed.
3. A statement indicating the owner's responsibility to ensure the healthy survival of all restoration trees. Any tree which dies within two (2) years from the date of planting shall be replaced on an inch for inch basis.
4. A statement that all trees will be Florida Grade #1 or better in quality in accordance to Florida Department of Agriculture & Consumer Services, Grades and Standards for Nursery Stock.
5. **AND/OR**, a statement indicating a contribution date of the restoration trees to the Hillsborough County Parks, Recreation and Natural Resource Department.
6. **AND/OR**, remit a monetary contribution to the Restoration Fund payable to the Board of County Commissioners. Monetary contributions equate to \$65.00 per DBH inch for tree restoration.



Bob Henriquez
Hillsborough County Property Appraiser

<https://www.hcpafl.org/>
 15th Floor County Ctr.
 601 E. Kennedy Blvd, Tampa, Florida 33602-4932
 Ph: (813) 272-6100

Folio: 085475-6894



Owner Information

Owner Name	DIAMOND HILL CDD
Mailing Address	C/O RIZZETTA & COMPANY INC 3434 COLWELL AVE STE 200 TAMPA, FL 33614-8390
Site Address	2220 ARBOR OAKS DR, VALRICO
PIN	U-18-29-21-78V-000000-0002D.0
Folio	085475-6894
Prior PIN	U-18-29-21-ZZZ-000004-05450.0
Prior Folio	085449-0000
Tax District	U - UNINCORPORATED
Property Use	8900 MUNICIPAL
Plat Book/Page	102/7
Neighborhood	220007.00 NE Valrico & Crosby, S of Sydney Rd
Subdivision	78V DIAMOND HILL PHASE 2

Value Summary

Taxing District	Market Value	Assessed Value	Exemptions	Taxable Value
County	\$100	\$100	\$100	\$0
Public Schools	\$100	\$100	\$100	\$0
Municipal	\$100	\$100	\$100	\$0
Other Districts	\$100	\$100	\$100	\$0

Note: This section shows Market Value, Assessed Value, Exemptions, and Taxable Value for taxing districts. Because of changes in Florida Law, it is possible to have different assessed and taxable values on the same property. For example, the additional \$25,000 Homestead Exemption and the non-homestead CAP do not apply to public schools, and the Low Income Senior Exemption only applies to countywide and certain municipal millages.

Sales Information

Book / Page	Instrument	Month	Year	Type Inst	Qualified or Unqualified	Vacant or Improved	Price
14700 / 1232	2005069370	01	2005	WD	Unqualified	Vacant	\$100
12228 / 0445	2002449821	12	2002	WD	Unqualified	Vacant	\$2,218,000

Land Information

Use Code	Description	Zone	Front	Depth	Land Type	Total Land Units	Land Value
9990	Common Area	PD	0.0	0.0	LT LOTS	1.00	\$100

Legal Description

DIAMOND HILL PHASE 2 TRACT 2-D WETLAND...2-E WETLAND...2-F WETLAND... 2-G DRAINAGE...2-H WETLAND...2-I DRAINAGE

Tab 7

ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement (“Agreement”) is made and entered into as of _____, 2023, by and between:

Diamond Hill Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Hillsborough County, Florida (the “District”); and

Brletic Dvorak, Inc., a Florida corporation, providing professional engineering services (“Engineer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the “Act”) as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, finance, constructing, reconstructing, acquiring, and/or maintaining certain public improvements and services within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District previously solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer or its predecessors submitted a proposal to serve in this capacity; and

WHEREAS, the District’s Board of Supervisors (the “Board”) ranked Engineer or its predecessors as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ the Engineer to perform engineering services including, but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

- A. The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.

- ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
- i. Periodic visits to the site, or full time construction management of District projects, as directed by the District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 2. Representations. The Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement.
- B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

Article 3. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under this Agreement shall be at the sole option of the District.

Article 4. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization

Article 5. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- B. Expense of reproduction, postage, and handling of drawings and specifications.

Article 6. Term of Agreement. It is understood and agreed that this Agreement is for professional engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

Article 7. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.

Article 8. Books and Records. The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

Article 9. Ownership of Documents.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement (“Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

- B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.

- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 10. Accounting Records. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 11. Reuse of Documents. All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 12. Estimate of Cost. Since the Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 13. Insurance. Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$2,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three (3) years after the one-year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the 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 from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer 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 Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Article 14. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 15. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement

of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

Article 16. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances, and at the time and place where the services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. Any designs, drawings, reports, or specifications prepared or furnished by the Engineer that contain errors, conflicts, or omissions will be promptly corrected by the Engineer at no cost to the District.

Article 17. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to this Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four (4) years after completion of all work under this Agreement.

Article 18. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the District, its officers, supervisors, agents, staff, and representatives from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Article 19. Public Records. The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the

requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Engineer acknowledges that the designated Public Records Custodian for the District is Sandra Demarco.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL 33514.

Article 20. Notices. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be emailed, delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District: Diamond Hill Community Development District
c/o Rizzetta and Company
3434 Colwell Avenue,
Suite 200
Tampa, FL 33514

With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606
Attn: Vivek Babbar
Vbabbar@srvlegal.com

B. If to the Engineer: Brletic Dvorak, Inc.
536 4th Ave. S, Unit 4
St. Petersburg, Fl 33701
Attn: Stephen Brletic
sbrletic@bdiengineers.com

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 Parties may deliver Notice on behalf of the Parties. 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.

Article 21. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement. Additionally, Engineer agrees to comply with Section 448.095(2), Florida Statutes, and represents that Engineer is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

Article 22. Controlling Law. The Parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be in Hillsborough County, Florida.

Article 23. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to Article 7 herein.

Article 24. Conflicts of Interest. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

Article 25. Subcontractors. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of the Engineer shall be deemed to have made all of the representations and warranties of the Engineer set forth herein and shall be subject to any and all obligations of the Engineer hereunder. Prior to any subcontractor providing any services, the Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. The Engineer shall be responsible for all acts or omissions of any subcontractors.

Article 26. Independent Contractor. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

Article 27. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification by the District to terminate this Agreement, the Engineer shall not perform any further services unless directed to do so by the Board. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including, but not limited to, lost profits), but instead the Engineer's sole remedy

will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 28. 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 the Parties and formally approved by the Board.

Article 29. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Article 30. Agreement. This Agreement reflects the negotiated agreement of the Parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both Parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

Article 31. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

Article 32. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Engineer represents that in entering into this Agreement, the Engineer has not been designated as a "scrutinized company" under the statute and, in the event that the Engineer is designated as a "scrutinized company", the Engineer shall immediately notify the District whereupon this Agreement may be terminated by the District.

[Signature Page to Follow]

In Witness Whereof, The Parties have executed this Agreement as of the day and year written above.

Attest:

**Diamond Hill
Community Development District**

Secretary/Assistant Secretary

Chair of the Board of Supervisors

BRLETIC DVORAK, INC.

Witness

Print Name: _____

By: _____

Its: _____

[Work Authorization Form]

_____, 20__

Diamond Hill Community Development District
Hillsborough County, Florida

Subject: **Work Authorization Number 1**
Diamond Hill Community Development District

Dear Chair of the Board of Supervisors:

Brletic Dvorak, Inc., (“Engineer”), is pleased to submit this work authorization to provide engineering services for Diamond Hill Community Development District (the “District”). We will provide these services pursuant to our current agreement dated _____, 20__ (“Engineering Agreement”) as follows:

I. Scope of Work. Perform those services as necessary pursuant to the Engineering Agreement including attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors. Prepare an Engineer’s Report to support the District’s bond issuances and attendance at meetings and bond validation proceedings regarding the District’s issuance of bonds.

II. Fees. The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Approved and Accepted

Sincerely,

Authorized Representative of
Diamond Hill
Community Development District

By: _____

Date: _____

Tab 8

District Management Services Agreement

This **District Management Services Agreement** (the “**Agreement**”) is made as of July 10, 2023, between the **Diamond Hill Community Development District** (the “**District**”) and **Inframark, LLC**, a Texas limited liability company registered to do business in Florida (the “**Service Company**”).

BACKGROUND

The District desires to procure management services required for the District and the Service Company desires to provide the management services to the District. In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) **TERM AND TERMINATION**

1.1 The term of this Agreement shall be for an initial period of one (1) year effective July 10, 2023 and shall automatically renew for additional one (1) year terms unless either party terminates this Agreement.

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

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

1.4 Upon termination, the Service Company shall be paid in full for all services rendered and reimbursed for all reasonable costs and/or expenses incurred on behalf of the District through the date of termination.

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

1.6 Either party may, in its sole and absolute discretion, whether or not reasonable, on sixty (60) days’ written notice to the other party, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Said termination notice must be sent to the non-terminating party pursuant to the notice requirements set forth in Section 10.12 of this Agreement.

2) **SERVICE COMPANY’S SERVICES**

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

2.2. In the event the District is an established and previously operating entity on the date of this Agreement, the District shall provide or make available to the Service Company the following records at least three (3) weeks prior to the beginning of the Services Company’s services:

2.2.1. All financial books and records of the District;

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

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

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

2.2.5. Copies of recorded Covenants and Restrictions, Articles of Incorporation, by-laws, any amendments thereto, and plats (to include addresses). It is agreed between the District and the Service Company that the Service Company shall

have no liability for any errors contained in the above-referenced documents, and shall have no liability for errors which may result from the use of the above-referenced documents should errors be contained therein.

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

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

2.5. Nothing in this Agreement shall prohibit the Service Company from (a) performing water and wastewater utility management, customer services, utility billing, and operation and maintenance services for the District under a separate agreement; and (b) providing for the benefit of any other district services similar to the services provided to District. District hereby waives any and all conflicts of interest or potential conflicts of interest, it being specifically agreed to and understood that Service Company's provision of such services to the District or to any other district shall not constitute a conflict of interest under this Agreement.

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

2.7. Service Company shall provide the Services in a professional and workmanlike manner, and in

accordance with generally accepted industry practices. THE SERVICE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES UNDER LAW.

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

3) DISTRICT OBLIGATIONS

3.1. District shall:

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

3.1.2. Obtain and maintain all state, federal, and local permits and licenses required;

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

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

3.3. The District represents and warrants that:

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

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

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

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

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

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

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

such liability, loss, damage, expense, fine, or penalty is the direct result Service Company's negligence, gross negligence, or willful misconduct.

4) FEES AND PAYMENT

4.1. The District shall pay the Service Company a fee of \$3,913.00 per month (\$46,956.00 per year) ("**Base Fee**") through September 30, 2024 plus applicable sales tax, if any, and related expenses shall be paid to the Service Company monthly as compensation for the services set forth herein, described in **Schedule A** and **Schedule B** and attached hereto as part of this Agreement. The Service Company shall issue a monthly invoice for services rendered the previous month. Payments shall be due within thirty (30) days of the date of invoice. Disputes with invoices are waived if not raised within forty-five (45) days of the date that the invoices are received by the District and presented to the Board by the District Manager at a Board meeting.

4.2. Attendance of meetings is based on an allocation of up to thirteen (13) meetings or workshops per year, including a Budget meeting, with an allocation of up to three (3) hours per meeting scheduled. The Service Company will bill the District \$250.00 for each additional hour spent attending meetings. Further, meetings which extend past 9:00 p.m. may be charged time and one-half (1.5 x hourly) the hourly rate for meetings. In addition, the Service Company shall bill the District double the prescribed hourly rate of \$125 for each hour spent attending meetings which are scheduled and conducted between the hours of 5:00 P.M. Friday and 9:00 AM. Monday. The Service Company shall not charge for travel time to and from meetings.

4.3. Additional services not described on **Schedule A** which are rendered by the Service Company for or on behalf of the District, with the District's prior written consent, including, but not limited to, preparation of special schedules in assisting auditors, preparation for lawsuits or court appearances, and/or the coordination of insurance claims, major construction projects, or emergency repairs due to acts of God, when requested by the District, will be billed at the rate of \$125.00 per hour or as otherwise agreed by Service Company, to be paid by the District upon receipt of statement. The billing and/or supervision of construction for

restoration due to insurance claims or special construction projects shall be billed as a part of the claim at the rate of fifteen percent (15%) of the actual cost of new construction or reconstruction if so requested and approved by the Board. Should Service Company not have expertise in an area, an experienced contractor, approved by the Board, will be consulted, and District will be billed at the rate of \$125.00 per hour for any coordination or liaison activities with the contractor.

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

4.5. The District shall reimburse the Service Company for all reasonable costs or expenses incurred by the Service Company as provided for in the "**Miscellaneous Schedule of Charges**" described on **Schedule B** attached to the Agreement and incorporated herein by reference, or with the written consent of the District, in and directly attributable to its fulfilling its duties under this Agreement, including, but not limited to, postage costs, supplies costs and costs to reproduce documents. Such costs and expenses are payable by the District to the Service Company. The District shall pay all reasonable legal fees and expenses should it become necessary for the Service Company to seek legal assistance to recover any balance owed by the District under this Agreement.

4.6. The Service Company reserves the right to modify, with sixty (60) days' notice, any of the applicable fees listed in the "**Miscellaneous Schedule of Charges**", to bring them in line with current business practice. The Board shall approve such increases upon notice and documentation of the reason for the increase. The Board shall not unreasonably delay or withhold approval. Should the Board reject an increase, the Service Company shall have the option to immediately terminate the Agreement.

4.7. For each fiscal year of the District, the compensation payable to the Service Company under the terms and conditions of this Agreement shall be in an amount approved by the District in its final fiscal year budget. Each fiscal year the District will

consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the Service Company during the upcoming fiscal year of the District. In no event shall the compensation payable to the Service Company be reduced, unless agreed to by the District and Service Company, in writing.

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

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

5) INDEMNIFICATION AND LIMITATION

5.1. THE SERVICE COMPANY SHALL NOT BE LIABLE TO THE DISTRICT OR TO HOMEOWNERS, THEIR GUESTS AND INVITEES FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY, UNLESS AND TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE COMPANY OR ANY EMPLOYEE OR AGENT OF THE SERVICE COMPANY. SERVICE COMPANY'S TOTAL LIABILITY FOR ANY ACTION OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS OF INSURANCE CONTRACTUALLY REQUIRED HEREUNDER AND THE AMOUNTS ACTUALLY PAID UNDER THE REQUIRED INSURANCE POLICIES OR FOR ALL OTHER CLAIMS, AN AMOUNT EQUAL TO TWICE THE COMPENSATION PAID IN THE YEAR THE DISPUTE AROSE (WHICHEVER IS GREATER).

5.2. TO THE EXTENT PERMITTED BY LAW AND THIS SECTION 5, DURING THE TERM OF THIS AGREEMENT, EACH PARTY (THE "INDEMNIFYING PARTY") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND THEIR RESPECTIVE

SUCCESSORS AND ASSIGNS (EACH IS REFERRED TO HEREIN AS AN “INDEMNIFIED PARTY”) AGAINST ANY AND ALL LIABILITY FOR DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES, RESULTING FROM ANY CLAIM ASSERTED BY A THIRD PARTY AGAINST THE INDEMNIFIED PARTY FOR WRONGFUL DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY.

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

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

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

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

ANY CHARACTER OR KIND, TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF THIRD PARTIES CONTRACTED WITH TO PERFORM SERVICES FOR THE DISTRICT OR IN FULFILLMENT OF THE SERVICES PROVIDED TO THE DISTRICT UNLESS THE SERVICE COMPANY FAILED TO EXERCISE REASONABLE CARE TO SELECT ONLY THIRD PARTIES COMPETANT TO PROVIDE THE SERVICES CONTRACTED FOR.

5.7. The District shall not hold the Service Company liable for any loss of records to the extent arising out of or attributable to unforeseeable occurrences caused through no fault of the Service Company, including but not limited to fire, theft, vandalism, force of nature, or acts of God.

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

5.9. This indemnification shall not be construed as a waiver of the District’s sovereign immunity under Florida law, and is subject to the monetary imitations set forth under Florida law including, but not limited to, section 768.28, Florida Statutes.

6) INSURANCE

6.1. The Service Company shall provide and maintain the following levels of insurance coverage:

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

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

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

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

6.2. The District shall maintain in force a director's and officer's liability policy in an amount of not less than one million dollars (\$1,000,000) in aggregate coverage and such policy shall name the Service Company as an additional insured. Additionally, the District shall maintain property and general liability insurance with appropriate coverage.

7) **DISPUTES**

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

7.2 In the event the parties cannot settle their disputes under the provisions of Section 7.1, the enforcement of this Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.

8) **FORCE MAJEURE**

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

9) **PUBLIC RECORDS**

9.1 Service Company will be the public records custodian for the District. In connection with its services to District, the Service Company to fully comply with the provisions of Chapter 119, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the Service Company taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:

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

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

9.1.3 The Service Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of this Agreement if the Service Company does not transfer the records to the District.

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

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

9.1.6 Service Company shall follow the requirements of the Florida Records Retention Act and destroy all records in accordance with the requirements of the law.

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

IF THE SERVICE COMPANY HAS QUESTIONS REGARDING THE APPLICATION CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS VIA TELEPHONE (954) 603-0033 OR EMAIL PUBLICRECORDS@INFRAMARK.COM, OR VIA MAIL AT 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

10) MISCELLANEOUS

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

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

10.3. No remedy herein conferred upon any party

is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise, including injunctive relief.

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

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

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

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

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

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

10.10. This Agreement shall be binding upon the successors and assigns of each of the parties. This Agreement shall not be assigned by either party without the prior written consent of the other party

unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. When written consent of a party is required, such consent shall not be unreasonably withheld.

10.11. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are enforceable in the federal or state court having appropriate jurisdiction thereof with venue in the county where the District is located. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

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

To Service Company:

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

With a copy to:

Inframark, LLC
220 Gibraltar Road, Suite 200
Horsham, PA 19044
Attn: Legal Department

To District:

Diamond Hill Community Development District
2654 Cypress Ridge Blvd, Suite 101,
Wesley Chapel, Florida 33544
Attn: District Manager

With a copy to:

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

10.13. All records compiled by Service Company

with information and material gathered when performing this Agreement are the property of District.

10.14. The Service Company is and shall remain at all times an independent contractor. Neither the Service Company nor employees of the Service Company, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws. The Service Company agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Service Company, if there are any, in the performance of this Agreement. It is further acknowledged that nothing herein will be deemed to create or establish a partnership or joint venture, express or implied, between the District and the Service Company. The Service Company has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District, unless authorized by the District. The Service Company shall not have the authority to assume or create any obligation, express or implied, on behalf of the District and the Service Company shall have no authority to represent the District as an agent or in any other capacity, unless authorized by the District.

10.15. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes, Service Company represents that in entering into this Agreement, the Service Company has not been placed on the convicted vendor list within the last 36 months and, in the event that the Service Company is placed on the convicted vendor list, the Service Company shall immediately notify the District whereupon this Agreement may be terminated by the District.

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

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

10.18. E-Verification. Pursuant to Section 448.095(2), Florida Statutes, Service Company represents that it is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

If the District has a good faith belief that the Service Company has knowingly violated Section 448.09(1),

Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.

If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Service Company otherwise complied with its obligations thereunder, the District shall promptly notify the Service Company and the Service Company will immediately terminate its contract with the subcontractor.

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

Inframark, LLC

**Diamond Hill
Community Development District**

Chris Tarase
Vice-President – Management Services

Ferdinand Ramos-Faure
Chair of the Board of Supervisors

Schedule A
Scope of Services

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

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

A- FINANCIAL ACCOUNTING SERVICES

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

- 17- Coordinate tax collection and miscellaneous receivables.
- 18- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB).
- 19- Prepare and coordinate applications for federal ID numbers and tax exemption certificates.

B- MANAGEMENT AND RECORDING SERVICES

- 1- Attend up to 13 meetings/workshops of the District Board of Supervisors and provide meaningful dialogue on the issues before the District Board of Supervisors for action.
- 2- Record all meetings of the District.
- 3- Organize, conduct, and provide summary minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices as directed by the District; for avoidance of doubt, the Service Company does not provide any legal advice and does not make any recommendations as to how to apply with applicable laws.
- 4- Consult with the Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.
- 5- Provide Oath of Office and Notary Public for all newly elected members of the District Board of Supervisors.
- 6- Prepare agenda for budget hearings.
- 7- Prepare all the meeting agendas and coordination of receipt of sufficient material for the District's Board of Supervisors to make informed policy decisions.
- 8- Prepare and advertise all notices of meetings as required.
- 9- Maintain the District's seal.
- 10- Act as the primary point of contact for District-related matters
- 11- Ensure all required procedures for the District are properly followed and executed, including provision of required compliance and disclosure information to local governments; Service Company shall work with the District as need be to ensure all required procedures are properly followed and executed.
- 12- Solicit bids for the District's contract services for the District's approval and serve as a liaison between the District and contractors to observe the monthly performance of the work

of companies supplying the services related to the operation and maintenance of the District's public infrastructure

- 13- Make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Service Company shall advise the District as to need for renewal or additional procurement activities and implement same. The Service Company shall work with the District's attorney and engineer in fulfilling these requirements. The Service Company's project management (the onsite management of specific large maintenance and/or capital projects) will require an additional project management fee. Any such project management fee must be approved in advance the District; provided, however, that in the event of an emergency, the Service Company may provide project management services for a reasonable project management fee.
- 14- Coordinate and provide contract administration for any services provided to the District by outside vendors. Contract administration will not require any "project management" (i.e. oversight of construction and/or engineering work that may require professional certifications or other expertise that the Service Company's personnel may not possess).
- 15- If required, provide day-to-day management of in-house operations by performing the following:
 - a- Hire and maintain a highly qualified staff.
 - b- Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner.
 - c- Prepare and implement operating schedules.
 - d- Prepare and implement operating policies.
 - e- Interface with residents to ensure anticipated levels of service are being met.
 - f- Implement internal purchasing policies.
 - g- Prepare and bid services and commodities as necessary.
 - h- Coordinate with the District's residents to determine the services and levels of service to be provided as part of the District's budget preparations.
- 16- Preparation of specifications and coordination for insurance and independent auditor services.
- 17- Process and assist in investigation of insurance claims, in coordination with District Counsel.
- 18- Responding to any community complaints or requests for service from residents.
- 19- Monitor certificates of insurance as needed per contracts.
- 20- Follow risk management policies and procedures.
- 21- Procure, renew, or maintain all necessary insurance for the District as directed and authorized by the District
- 22- Maintain an action item list of tasks and follow ups from meetings.

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

C- SPECIAL ASSESSMENT SERVICES

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

**Schedule B
Rate Schedule**

I. ANNUAL BASE FEE

The Base Fee for the first Agreement year shall be \$3,913.00 per month (\$46,956.00 per year). Base fee includes District Management, Accounting, Recording, and Assessments.

II. MISCELLANEOUS SCHEDULE OF CHARGES

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