

## AGREEMENT FOR OVERSIGHT SERVICES

**THIS AGREEMENT FOR OVERSIGHT SERVICES** (this "Agreement") is made and entered into as of this 22 day of DECEMBER, 2021 by and between **NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT**, an independent special district established pursuant to Chapter 190, Florida Statutes (the "District"), and **NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association").

### WITNESSETH:

**WHEREAS**, the District was established by ordinance of the Board of County Commissioners of Collier County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, including surface water management systems and other infrastructure within the Naples Reserve community; and

**WHEREAS**, included within the maintenance responsibilities of the District is the responsibility to maintain certain stormwater management improvements including all lakes and storm drainage piping/structures within the District's boundaries (the "District Facilities"); and

**WHEREAS**, the District has engaged various independent contractors to perform maintenance work on the District Facilities (the "District Maintenance Contractors"); and

**WHEREAS**, the scope of maintenance work to be performed by the District Maintenance Contractors is as follows: maintenance and repair of stormwater management improvements including all lakes and storm drainage piping/structures, which maintenance and repair shall include, without limitation, the following: cleaning and repair of stormwater management piping and structures, maintenance and repair of lake banks, and maintenance of aquatic vegetation; and

**WHEREAS**, the District desires to engage the Association, as an independent contractor, to provide oversight and field management of the maintenance work to be performed by the District Maintenance Contractors, and the Association desires to provide such oversight and field management upon the terms, conditions and provisions set forth in this Agreement; and

**WHEREAS**, the Association has field management staff on-site in the Naples Reserve community and has represented that it can provide such services as required by the District.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the District and Association (collectively, the "Parties"), the Parties agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and incorporated herein by reference.
2. **TERM/RENEWAL**. The District engages the Association as an independent contractor and the Association accepts such engagement for the term beginning on January 1, 2022 and ending on December 31, 2022 (the "Term"), unless terminated prior to that time pursuant to the provisions set forth herein. Thereafter, this Agreement will be automatically extended for additional one (1) year periods pursuant to the terms hereof (hereinafter, "Annual Renewal Term") unless otherwise terminated or either party provides written notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Term or Annual Renewal Term, as applicable. Each Annual Renewal Term shall be on the same

terms and conditions as the immediately preceding Term or Annual Renewal Term, as applicable, unless agreed upon in writing by the Parties.

3. **TERMINATION**: Either party has the right to terminate this Agreement with or without cause upon ninety (90) days written notice to the other party. All obligations arising under this Agreement shall be null and void as of the termination date, except for the Association's obligations to turn over any applicable District records in the Association's possession.

4. **OVERSIGHT SERVICES**. The Association agrees to provide oversight and field management of the maintenance work to be performed by the District Maintenance Contractors (the "**Oversight Services**"). Specifically, the Oversight Services to be performed by the Association will include the following:

- a. Participate in walk-throughs and on-site inspections of the District Facilities with the District Maintenance Contractors.
- b. Review reports provided by the District Maintenance Contractors.
- c. Advise the District on contract matters between the District and District Maintenance Contractors, and ongoing maintenance of the District Facilities.
- d. Report to the District regarding issues observed regarding the maintenance of District Facilities.
- e. Respond to requests or inquiries from homeowners within the Naples Reserve community regarding the District Facilities and District Maintenance Contractors.
- f. Maintain records of correspondence with District Maintenance Contractors and requests and inquiries from homeowners within the Naples Reserve Community regarding the District Facilities and District Maintenance Contracts.

There shall be no fee charged to the District for the Oversight Services to be provided hereunder. The Association's services under this Agreement shall be provided at the sole cost and expense the Association. Nothing herein shall be deemed to require the Association to expend any funds for the maintenance of the Drainage Facilities. The District shall be responsible for and shall be required to budget for and fund the maintenance work on the District Facilities and District Maintenance Contractors.

5. **INSURANCE**. The Association shall procure, at the Association's expense, and maintain at all times during the term of this Agreement, comprehensive general liability insurance, worker's compensation insurance, automobile liability insurance, and such other coverage as may be necessary or desirable to carry out its duties under this Agreement regarding the Oversight Services. The Association shall carry the following minimum levels of insurance:

- a. Comprehensive general liability insurance coverage of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, and \$2,000,000 general aggregate.
- b. Worker's compensation insurance coverage insurance shall be in full compliance with Florida statutory requirements.
- c. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

d. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its officers and supervisors shall be named as an additional insured on all policies required (excluding worker's compensation). A certificate of insurance will be provided to the District annually evidencing compliance with the foregoing insurance requirements. 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 one or more reputable insurance carriers that are licensed to conduct business in the State of Florida, which carriers shall be reasonably acceptable to the District. Association further agrees to require by written contract any contractor or subcontractors hired or engaged by the Association to perform all or part of the Associations' services hereunder to procure and maintain, until the completion of the contractor's or subcontractor's work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the contractor or subcontractor are expressly waived in writing by the District.

6. **INDEMNIFICATION.** Except to the extent of negligence or intentional misconduct of the District, the Association agrees to indemnify, defend and hold harmless the District and its Board members, officers, agents, staff and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, representatives, contractors, or subcontractors relating to the obligations assumed by the Association hereunder. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, fines, penalties, attorneys' fees, and paralegal fees (incurred in court, out of court, mediation, on appeal, or in bankruptcy proceedings) as ordered.

7. **PREVAILING PARTY.** In any action or proceeding arising between the parties relating to the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses, and all court costs, including fees and costs incurred through any appeal, from the non-prevailing party.

8. **PUBLIC RECORDS.** The Association 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 Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. The Association acknowledges that the designated public records custodian for the District is Daphne Gillyard ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the Oversight Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the Association'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 Association, the Association 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. Failure of Association to comply with Section 119.0701, Florida Statutes may subject the Association to penalties under Section 119.10, Florida Statutes. Further, in the event the Association fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and 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 ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT DAPHNE GILLYARD, TELEPHONE: (561) 571-0010, EMAIL: GILLYARDD@WHHASSOCIATES.COM, AND MAILING ADDRESS: 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FL 33431.**

9. **E-VERIFY**. The Association shall comply with all applicable requirements of Section 448.095, Florida Statutes. The Association shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Association enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide the Association with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Association shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If the Association has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then the Association shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of the Association knowingly violated Section 448.095, Florida Statutes, but the Association otherwise complied with its obligations hereunder, District shall promptly notify the Association and upon said notification, the Association shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that the Association knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Agreement, the Association represents that no public employer has terminated a contract with the Association under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with the Association.

10. **SOVEREIGN IMMUNITY**. The Association agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's statutory limitations on liability set forth in Section 768.28, Florida Statutes, and other law, and nothing in this Agreement shall inure to the

benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. **ASSIGNMENT.** This Agreement may not be assigned by the Association without the prior written specific consent of the District, which consent may be withheld in the District's sole and absolute discretion.

12. **NOTICES.** All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either emailed, hand-delivered, delivered by next business day commercial courier (such as FedEx or UPS), or mailed through the United States Postal Service, to the party to which the notice, demand, request or communication is made, as follows:

IF TO THE DISTRICT:

Naples Reserve Community Development District  
Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
wrathellc@whhassociates.com and  
[cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)

WITH A COPY TO:

Coleman, Yovanovich & Koester, P.A.  
Attention: Gregory L. Urbancic, Esq.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
[gurbancic@cyklawfirm.com](mailto:gurbancic@cyklawfirm.com)

IF TO THE ASSOCIATION:

Naples Reserve Homeowners Association, Inc.  
c/o KWPMC  
8200 NW 33rd Street, Suite 300  
Miami, Florida 33122  
Email: [NaplesReserveAdmin@kwpmc.com](mailto:NaplesReserveAdmin@kwpmc.com)

WITH A COPY TO:

Goede, DeBoest & Cross, PLLC  
Attn: Richard D. DeBoest, Esq.  
6609 Willow Park Drive  
Second Floor  
Naples, Florida 34109  
[rdeboest@gadclaw.com](mailto:rdeboest@gadclaw.com)

13. **WAIVER.** A waiver by either party of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If any provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of this Agreement.

14. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

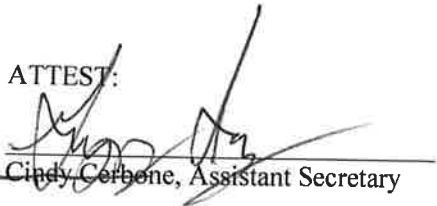
15. **INTEGRATION.** This Agreement embraced the entire Agreement between the parties. No oral Agreement or representation concerning this Agreement shall be binding.

16. **GOVERNING LAW/VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Collier County, Florida.

17. **COUNTERPARTS.** This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments shall constitute one agreement which shall be binding on all of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

  
Cindy Corbione, Assistant Secretary

**NAPLES RESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

By: 

Tom Marquardt, Chairman

**NAPLES RESERVE HOMEOWNERS  
ASSOCIATION, INC.**

By: 

Name:

RANDALL SPARRAZZA

Title:

HOA President

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of (☒) physical presence this 22<sup>nd</sup> day of December, 2021, by Brandy Sparazza, as President of Naples Reserve Homeowners Association, Inc., who is (☒) personally known to me.

(SEAL)



DIANA VANESA FERRO  
Commission # HH 111849  
Expires July 31, 2025  
Bonded Thru Budget Notary Services

A handwritten signature in dark ink, appearing to read "Diana Vanesa Ferro", written over a horizontal line.

NOTARY PUBLIC

Name: Diana Vanesa Ferro  
(Type or Print)

My Commission Expires: July 31<sup>st</sup>, 2025

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of (☒) physical presence this 22<sup>nd</sup> day of December, 2021, by Tom Marquardt, as Chairman of Naples Reserve Community Development District, who is (☒) personally known to me.

(SEAL)



DIANA VANESA FERRO  
Commission # HH 111649  
Expires July 31, 2025  
Bonded Thru Budget Notary Services

  
NOTARY PUBLIC

Name: Diana Vanesa Ferro  
(Type or Print)

My Commission Expires: July 31<sup>st</sup> 2025



STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of (✓) physical presence this 22<sup>nd</sup> day of December, 2021, by Greg Inez, as Secretary of Naples Preserve Community Development District who is (✓) personally known to me.

(SEAL)



DIANA VANESA FERRO  
Commission # HH 111849  
Expires July 31, 2025  
Bonded Thru Budget Notary Services

A handwritten signature in cursive script, appearing to read "Diana Vanesa Ferro".

NOTARY PUBLIC

Name: Diana Vanesa Ferro

(Type or Print)

My Commission Expires: July 31<sup>st</sup> 2025