

**AGREEMENT BETWEEN
RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT
AND
SEVERN TRENT ENVIRONMENTAL SERVICES, INC.
FOR MANAGEMENT ASSISTANCE SERVICES**

THIS AGREEMENT made and entered into on this 1st day of May, 2017 (“Effective Date”) by and between the Riverwood Community Development District, hereinafter referred to as “**DISTRICT**”, and the firm of Severn Trent Environmental Services, Inc., hereinafter referred to as “**MANAGER**”, whose address is 210 North University Drive, Suite 702, Coral Springs, Florida 33071.

WITNESSETH:

WHEREAS, the **DISTRICT** desires to employ the services of the **MANAGER** for the purpose of providing the **DISTRICT** with certain district management services as more fully set forth in Exhibit A hereunder; and

WHEREAS, the **MANAGER** desires to provide such services to the **DISTRICT** subject to the terms hereof,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

ARTICLE 1. SCOPE OF SERVICES AND MANAGER RESPONSIBILITIES

- 1.1 The **DISTRICT** hereby engages the **MANAGER** for the services described and set forth in Exhibit A (“Services”), and for the fees described in Exhibit B, attached hereto and incorporated by reference herein.
- 1.2 The parties may amend this Agreement to alter the Services set forth in Exhibit A. If the parties agree upon a change in the scope of Services to be provided under this Agreement, the parties shall mutually agree to any change in the compensation as set forth in Exhibit B and Exhibit C. **MANAGER** shall invoice the **DISTRICT** in accordance with this Agreement.
- 1.3 The **MANAGER** shall devote such time as is necessary to complete the Services assigned to the **MANAGER** under this Agreement.
- 1.4 The Services will be rendered by and under the supervision of qualified staff in accordance with the terms and conditions set forth in this Agreement. Even though **MANAGER’S** staff may include licensed attorneys and engineers, the **DISTRICT** acknowledges that **MANAGER** is not performing in the capacity of a law firm or an engineering firm when providing the Services under this Agreement. Other than the requirement to render the Services by and under the supervision of qualified staff, **MANAGER** makes no specific representation or warranty regarding the Services or any

deliverables to be provided hereunder and any and all warranties arising by custom or usage in the profession, or arising by operation of law are hereby expressly disclaimed. **MANAGER** shall remain liable for negligent or grossly negligent action or inaction related to **MANAGER**'s duties under this Agreement.

- 1.5 If the Services hereunder requires the **MANAGER** to administer or supervise the **DISTRICT**'s personnel, the **MANAGER** 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 **MANAGER**. Similarly, if in the course of providing the Services required by this Agreement, the **MANAGER** follows the instructions of the **DISTRICT**, the **MANAGER** shall not be responsible for any damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses resulting therefrom.
- 1.6 In performing the Services hereunder, **MANAGER** may rely on information supplied by the **DISTRICT** and **MANAGER** shall not be required to independently verify the accuracy and completeness of such information. In addition, although the **MANAGER** may participate in the accumulation of information developed by others necessary for use in documents required by the **DISTRICT**, **MANAGER** is not responsible for verifying the accuracy of such information. Provided however, the **MANAGER** shall be responsible for the accuracy and completeness of any information collected by the **MANAGER** or under the **MANAGER**'s direction.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF THE MANAGER

- 2.1 **MANAGER** used accurate, complete, and current wage rates and costs to determine the compensation provided for in the Agreement.
- 2.2 The **MANAGER** acknowledges and agrees that it owes a duty of loyalty, fidelity and allegiance to act at all times during the term of this Agreement in the known interests of the **DISTRICT** and to knowingly do no act which would injure the **DISTRICT**'s business, its interests, or its reputation. Further, the **MANAGER** shall not, during the term of this Agreement, engage in any activity which constitutes a Conflict of Interest (as defined below). For purposes of this Agreement, "Conflict of Interest" means any act or activity, or any interest in connection with, or any benefit from any act or activity, which knowingly is adverse to the interests of or would in any material way injure the **DISTRICT**. Notwithstanding any provision to the contrary contained herein, this Section 2.2 shall not prohibit the **MANAGER** from (a) performing water and wastewater utility management, customer services, utility billing, operation and maintenance services to the **DISTRICT** under a separate agreement; and (b) providing for the benefit of any other district services similar to the services provided **DISTRICT** hereunder. **DISTRICT** hereby waives any and all conflicts of interests or potential conflicts of interest in connection therewith, it being specifically agreed to and understood that **MANAGER**'S provision of any such services to the **DISTRICT** or to any other district shall not constitute a conflict of interest under this Agreement. However, to the extent any work **DISTRICT** seeks to have performed that is outside of the scope of Service contained in

Exhibit A is expected to exceed a cost of \$2,500.00, such work shall be bid publicly by the **DISTRICT**, and **MANAGER** shall not participate in administering the bid process. The **MANAGER** may submit a bid for consideration of such work. The **MANAGER** warrants that it has not employed or retained any company or person, other than a bona fide employee or previously retained sales consultant, 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 **MANAGER** or a previously retained sales consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

- 2.3 The **MANAGER** warrants and represents that it shall refrain from unlawful discrimination in performing its obligations under this Agreement.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE DISTRICT

DISTRICT represents and warrants that this Agreement, **DISTRICT'S** execution and delivery of this Agreement and **DISTRICT'S** performance of its obligations hereunder, have been duly and validly authorized by **DISTRICT** by all necessary action. This Agreement has been validly executed and delivered by **DISTRICT** and constitutes a legal, valid, and binding obligation of **DISTRICT**, enforceable in accordance with its terms.

ARTICLE 4. COMPENSATION

- 4.1 The **DISTRICT** shall compensate the **MANAGER** the fees set forth in Exhibit B and compensate the **MANAGER** for all fees, costs, and expenses as set forth in Exhibit C. Annual fees shall be invoiced monthly on a pro rata basis.
- 4.2 Payment to the **MANAGER** for the Services rendered shall be made on a monthly basis within thirty (30) days of the **MANAGER'S** issuance of an invoice.
- 4.3 Payment of ancillary service costs such as copies, overnight express and other charges will be included in the monthly billing statement.

ARTICLE 5. TERM

- 5.1 This Agreement shall commence on the Effective Date and shall terminate on September 30, 2019, unless terminated earlier or extended as provided herein.
- 5.2 The Parties may extend this Agreement for two additional one-year terms by mutual written agreement of the parties.
- 5.3 The Agreement may be terminated
- (a) 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 within forty-five (45) days, 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. upon the dissolution or court-declared invalidity of the **DISTRICT**; or

- (b) By either party, for any reason, upon ninety (90) days written notice.
- 5.4 Upon the termination of this Agreement, **MANAGER** will take all reasonable and necessary actions to transfer in an orderly fashion to the **DISTRICT** or its designee all the **DISTRICT**'s books and records in **MANAGER**'s possession. In addition, the **DISTRICT** shall pay **MANAGER** in full for the Services rendered through the date of termination in accordance with the provisions set forth in Article 4 of this Agreement.

ARTICLE 6. RISK MANAGEMENT

- 6.1 The **MANAGER** shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:
- (a) Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
 - (b) Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Operator's employees engaged in the performance of Services hereunder, to the required statutory amount;
 - (c) Automobile Liability Insurance with a combined single limit in the amount of two hundred fifty thousand dollars (\$250,000);
 - (d) Professional Liability Insurance with an aggregate limit of two million dollars (\$2,000,000);
 - (e) Commercial Crime Insurance with a per loss limit of one million dollars (\$1,000,000); and
 - (f) Umbrella/Excess Insurance with a limit of two million dollars (\$2,000,000).

The **DISTRICT** shall be named as an additional insured on all policies other than Workers Compensation Insurance.

- 6.2 **MANAGER** shall ensure that **DISTRICT**'s Chairperson for the Board and Board liaison of each Committee for whom any expense has been invoiced must approve each expenditure in excess of fifty thousand dollars (\$50,000) through the Avid Xchange

system prior to the invoice being paid by **MANAGER**. For all external wire transfers of **DISTRICT** funds in excess of fifty thousand dollars (\$50,000), **DISTRICT**'s Chairperson for the Board and the Chair for the Committee for whom the transfer is associated must approved such transfer prior to the transfer being completed by **MANAGER**.

- 6.3 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or as an indemnitor of the other party, 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 party has been advised of the possibility of such damages.
- 6.4 In the event that claims(s) raised against the **MANAGER** on account of this Agreement, or on account of the Services performed hereunder, is/are covered under **MANAGER**'s insurance policies required hereunder, the **MANAGER** shall not be responsible for any loss, damage or liability beyond the policy amounts contractually required hereunder and the limits and conditions of such insurance policies. With respect to any other cause of action and/or claim arising under this Agreement, or otherwise arising as a result of, or on account of, the services provided hereunder, **MANAGER**'s liability shall not exceed an amount equal to the amount of the annual compensation for such Services during the Agreement year in which such cause of action and/or claim is raised against the **MANAGER**.

ARTICLE 7. PUBLIC RECORDS

- 7.1 In connection with its Services to **DISTRICT**, the **MANAGER** agrees to fully comply with the provisions of Section 119.0701, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the **MANAGER** taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:
- (a) The **MANAGER** shall keep and maintain public records required by the **DISTRICT** to perform the Services herein.
 - (b) Upon a request from the **DISTRICT**'s custodian of public records, the **MANAGER** 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.
 - (c) The **MANAGER** 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 term of this Agreement and following completion of this Agreement if the **MANAGER** does not transfer the records to the **DISTRICT**.

(d) Upon completion of this Agreement, the **MANAGER** shall transfer, at no cost, to the **DISTRICT** all public records in possession of the **MANAGER** or keep and maintain public records required by the District to perform the service. If the **MANAGER** transfers all public records to the District upon completion of this Agreement, the **MANAGER** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **MANAGER** keeps and maintains public records upon completion of this Agreement, the **MANAGER** shall meet all applicable requirements for retaining public records. All records stored electronically by the **MANAGER** 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**.

7.2 Failure of the **MANAGER** to comply with Section 119.0701, Florida Statutes may subject the **MANAGER** to penalties under Section 119.10, Florida Statutes. Further, in the event the **MANAGER** fails to comply with this Section or Section 119.0701, Florida Statutes, the **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 MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 13240 Griffin Drive, Fort Myers, Florida, 33913, 239-561-1313

7.3 For the avoidance of doubt, the **DISTRICT** shall make all determinations as to what constitutes confidential or exempt public records.

7.4 **MANAGER** shall not be held responsible under this section for the production of information requested under Florida Statutes 119.10 that **MANAGER** does not have in its possession or does not have access to, including but not limited to, cell phone records of individual Board members, emails of Board members that use private email addresses to communicate **DISTRICT** business and other such related matters.

ARTICLE 8. MISCELLANEOUS

8.1 The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.

8.2 No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

8.3 In construing this Agreement, the following principles shall be followed: (i) no consideration shall be given to the captions of the articles, sections, subsections or clauses, which are inserted for convenience in locating the provisions of this Agreement and not as an aid in construction; (ii) no consideration shall be given to the fact or presumption that any of the Parties had a greater or lesser hand in drafting this Agreement; (iii) examples shall not be construed to limit, expressly or by implication, the matter they illustrate; (iv) the word “includes” and its syntactic variants mean “includes, but is not limited to” and corresponding syntactic variant expressions; (v) the plural shall be deemed to include the singular, and vice versa; (vi) each gender shall be deemed to include the other genders; (vii) each exhibit, appendix, attachment and schedule to this Agreement is a part of this Agreement; and (viii) any reference herein or in any schedule hereto to any agreements entered into prior to the date hereof shall include any amendments or supplements made thereto.

8.4 A party’s performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. “*Force Majeure*” means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.

8.5 All notices will be in writing and shall be sent by certified mail, return receipt requested. Notices required to be given to the **MANAGER** will be addressed to:

Severn Trent Environmental Services, Inc.
210 North University Drive, Suite 702
Coral Springs, Florida 33071
Attn: Chris Tarase – Vice President Management Services

Notices required to be given to the **DISTRICT** will be addressed to:

Scott Rudacille
Blalock Walters Attorneys At Law
802 11th Street West
Bradenton, Florida 34205

8.6 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Charlotte County, Florida. 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 given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- 8.7 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions in a timely manner. If the dispute cannot be resolved within forty-five (45) days, the parties may take any legal action necessary to enforce the Agreement.
- 8.8 The relationship of **MANAGER** to **DISTRICT** is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between **DISTRICT** and **MANAGER**, the relationship of principal and agent, joint ventures, co-partners or any other similar relationship, the existence of which is hereby expressly denied.
- 8.9 This Agreement may not be assigned or transferred by either party without written consent of the other party.

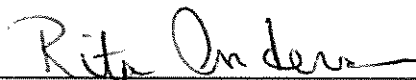
IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

Signed and Sealed
in the presence of:

**RIVERWOOD COMMUNITY
DEVELOPMENT DISTRICT**

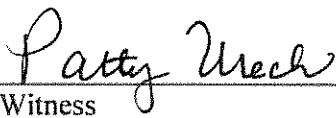


Witness



By: Rita Anderson, Chairperson

**SEVERN TRENT ENVIRONMENTAL
SERVICES, INC.**



Witness



By: Chris Tarase, Vice President

Witness

District Counsel

Exhibit A – Scope of Services

In addition to any services required of a District Manager pursuant to Chapter 190, Florida Statutes, as may be amended, **MANAGER** will provide to the **DISTRICT**, at a minimum, the following services, which shall also include all of the services the **MANAGER** has been providing to the **DISTRICT** in the course of the current management agreement.

1. **Management Services**
 - A. Attend up to twelve Meetings of the Board of Supervisors and provide meaningful dialogue on the issues before the Board for action.
 - B. Identification of significant policies, including analysis of policy implementation with administrative and financial impact statement and effect on the District.
 - C. Preparation of District's budget as more fully outlined in this proposal.
 - D. Implementation of budget directives.
 - E. Preparation of Specifications and coordination for the following services:
 - 1) Insurance, General Liability along with Director's and Officer's Liability.
 - 2) Independent Auditor Services.
 - 3) Such other services as may be identified from time to time.
 - F. Provide all required annual disclosure information to the local government in the County in which the District resides:
 - 1) Public Facilities Report
 - 2) Designation of Registered Office and Registered Agent
 - 3) Public Meeting Schedule
 - 4) Audited Financial Statement
 - G. Insure compliance with the Florida Statutes, including:
 - 1) Annual Financial Audit
 - 2) Annual Financial Report
 - 3) Public Depositor Report
 - 4) Proposed Budget
 - 5) Registered Agent and Registered Office
 - 6) Regular Public Meeting Schedule (The reporting requirements of CDD periodically change and Severn Trent Services will insure that we update reporting requirements of the District as the legislature updates the reporting requirements)
 - H. Record all meetings of the District.

- I. Provide Oath of Office and Notary Public for all newly elected members of the Board of Supervisors.
- J. Coordinate and provide contract administration for any services provided to the District by outside vendors.
- K. Serve as Public Records Custodian to the District.
- L. If required, provide day-to-day management of in-house operations by performing the following:
 - 1) Hire and maintain a highly qualified staff.
 - 2) Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner.
 - 3) Prepare and implement operating schedules.
 - 4) Prepare and implement operating policies.
 - 5) Interface with Residents to insure anticipated levels of service are being met.
 - 6) Implement internal purchasing policies.
 - 7) Prepare and bid services and commodities as necessary.
 - 8) Coordinate with the Residents to determine the services and levels of service to be provided as part of the District's budget preparations.

2. Recording Services

- A. Prepare of all Board agendas and coordination of receipt of sufficient material for Board of Supervisors to make informed policy decisions.
- B. Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the County in which the District is located.
- C. Record and transcribe meeting minutes for all meetings of the Board of Supervisors including regular meetings, special meetings, workshops and public hearing(s).
- D. Maintain Minutes for the District and send to the appropriate governmental agencies in accordance with Florida Law.
- E. Maintain District Seal.

3. Financial Accounting Services

- A. Prepare a budget that achieves maximum cost-to-benefit equity for approval.

- B. Submit a preliminary budget to the Board of Supervisors in accordance with Chapter 190, Florida Statutes.
- C. Modify preliminary budget for consideration by the Board of Supervisors at the District's advertised Public Hearing.
- D. Prepare and coordinate applications for:
 - E. Federal ID Number.
 - F. Tax Exemption Certificate
- G. 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).
- H. Prepare required investment policies and procedures pursuant to Chapter 218, Florida Statutes.
- I. Preparation of annual financial report for units of local government and distribution to the State Comptroller.
- J. Preparation of Public Depositor's Report and distribution to State Treasurer.
- K. Coordination of tax collection and miscellaneous receivables.
- L. Preparation of all required schedules for year-end audit.

4. Special Assessment Services

- A. Prepare assessment resolution levying the assessments on the property in the District and prepare assessment rolls.
- B. Prepare and maintain a property assessment roll by using information obtained by local Property Appraiser's secured roll.
- C. 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 Severn Trent Services has obtained all the pertinent information to prepare accurate assessments.
- D. Periodically updated the property assessment roll for all activity such as transfer of title, payment of annual assessment, prepayment of principal.
- E. Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. Provide pay off information upon request to property owner.

- F. 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.
- G. Act as primary contact to answer property owners' questions regarding the Capital Assessment.

5. Field Services.

Field Manager services will be provided with a professional assigned with exceptional communication skills and appropriate knowledge and credentials to manage and maintain all CDD owned facilities and grounds. The services will include quarterly inspections and be on site as needed to monitor contractor performance which includes but is not limited to: irrigation, ponds, wetlands, preserves, roads, club house, pool, guard house, street signs, sidewalks/ curbs, drainage systems and other CDD Assets. In addition, the Field Manager's responsibilities will include identification of any problems or concerns in maintenance that will need to be addressed if within the budget or be presented to the Board if it isn't a budgeted item. Without limiting the foregoing, Field Manager services shall also include the following:

- A. Manager shall manage the works of the DISTRICT as required by the DISTRICT'S charter in Section 190.007(1), Florida Statutes. This work includes but is not limited to providing the following field services:
- B. Complaint response to concerns with the conditions of ponds and other common areas;
- C. Checking preserves and common areas for invasive plants, inspect ponds on a monthly basis;
- D. Inspecting storm water drainage structures;
- E. Performance contract management services for contractors conducting work in the DISTRICT;
- F. On site as needed to insure all responsibilities are being addressed in a timely manner and reported monthly to the BOS.
- G. Monthly inspections with results included in the monthly report submitted to the Board of Supervisors.
- H. Monitoring and possible preparation of water use permits, environmental permits or other similar permitting issues.
- I. Contract administration.
- J. Field Manager shall attend any meetings requested as needed.

- K. Complaint response to concerns with the conditions of ponds and other common areas.
- L. Assist in the preparation of bid packages for required work in the District,
- M. Follow up on Board identified concerns such as wildlife issues and exotic plant intrusion.
- N. Customer relations, responding to any community complaints or requests for service from residents and Supervisors.
- O. On-site inspections and vendor meetings as needed.
- P. Preconstruction meetings with contractors when required, either in the Severn Trent offices or on site.
- Q. Environmental inspections will be conducted twice a year. Complaints on environmental issues will be addressed as they arise.
- R. After annual inspections a report is given to the Board of Supervisors (BOS), and issues identified will be addressed as part of the budget process.
- S. All specifications and blue print preparations for construction needs within the Riverwood CDD community will be over seen by Severn Trent Management Team and reviewed by the District Manager before submittal.
- T. All bid invitations will be sent out by Severn Trent Management Team, to pre-qualified contractors, and quotes will be compared, reviewed and awarded by the BOS.
- U. Other needs not specifically mentioned in field services will be addressed as identified.

6. Beach Club Operations. Efficient operation of the Riverwood Beach Club, the responsibility will include

- A. Management of the Riverwood Beach Club Employees by ensure proper employee coverage and behavior and that they keep the Club neat and clean on a daily basis
- B. Prepare the Annual Budget for review by Riverwood CDD Committees.
- C. Monthly and annual operating statements based on accrual accounting methods and generally accepted accounting principles, to include but not limited to:
 - 1) Income statements
 - 2) Balance sheets

- 3) General ledger
- 4) Accounts payable and receivable approximately 280 - 350 bills per year which includes
- 5) Cash management of all receipts
- 6) Reconciliations of all funds and bank accounts
- D. Oversee all membership applications

7. District Project/Site Management

A full time, on-site/project manager will be assigned to the District by the Manager. The District may, in its discretion, request a change in the assigned project manager at any time. The project manager will perform the following tasks at the direction of the Severn Trent District Manager:

- A. Project coordination for any projects under taken by the District, including regular (not necessarily daily) inspections of the project sites during construction.
- B. On-site resource for resident questions and inquiries regarding ongoing District projects.
- C. Vendor solicitation to address needed maintenance items for the District facilities.
- D. Oversight of maintenance of CDD assets including the security camera systems, gate maintenance, issues requiring immediate responses to address concerns and work closely with the committees to provide needed information as requested.
- E. Other tasks as may be directed by the Board of Supervisors.

8. Part time maintenance personnel (optional not shown as part of total contract amount):

- A. Manager will provide a 20 hour a week maintenance person to conduct onsite maintenance at the Riverwood facility. The maintenance personnel will be supervised by the District Administrator.
- B. The maintenance personnel will conduct general maintenance activities on an as needed and work up to 20 hours a week.

Exhibit B – MANAGER’s Fees

District Management/Administration/Recording/Onsite Management: \$195,266

Beach Club: \$ 61,076

Optional - 20 hour a week maintenance person: \$29,500 annually (there are offsets to the fee for the maintenance which would include eliminating the need for some temps and some other contract vendors – on a limited basis)

Total Annual Fee: \$256,342 (this fee does not include the maintenance person)

Exhibit C – Additional Compensation and Reimbursements

The **DISTRICT** shall compensate the **MANAGER** for all fees, costs, and expenses as set forth below. Payment to the **MANAGER** for all such fees, costs, and expenses shall be made on a monthly basis within ten (10) days of the **MANAGER**'s issuance of an invoice.

Special Meetings for all meetings not within the normal 40 hour week, with the exception of those required by Act of God or Force Majeure, where charges will be set by mutual agreement of both parties.	\$125.00 per hour
Mail Distribution	
General Distribution	
Includes labels, standard envelope, folding, insertion of up to two items, and delivery to Post Office	At Cost
Labor of inserts over two	At Cost
Labels	At Cost
Certified Mail	Current rate charged by Postmaster plus handling charge of \$3.00 per piece
Postage	Current rate charged by postmaster; no add on.
Photocopying	\$0.15 per copy \$0.21 per duplex copy (both sides) \$.20 per page for color copies
Faxes	
Outgoing	No charge
Incoming	No charge
Record Storage	\$100
Web Portal Services:	
Basic Level	\$50 per month
Mid Level	\$100.00 per month
Full Web Service	\$200.00 per month