

**HAMAL**  
**COMMUNITY DEVELOPMENT**  
**DISTRICT**

**January 15, 2024**

**BOARD OF SUPERVISORS**  
**SPECIAL MEETING**  
**AGENDA**

**HAMAL**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

**Hamal Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W • Boca Raton, Florida 33431**  
**Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-Free: (877) 276-0889**

January 8, 2024

Board of Supervisors  
Hamal Community Development District

**ATTENDEES:**  
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Hamal Community Development District will hold a Special Meeting on January 15, 2024 at 6:00 p.m., at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411. The agenda is as follows:

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Public Comments
4. Consideration of Ibero Property Management Corporation Field Maintenance Management Agreement
5. NEXT MEETING DATE: February 12, 2024 at 6:00 PM

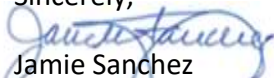
○ QUORUM CHECK

SEAT 1	MARC DEPAUL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	BENJAMIN CUNINGHAM	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JOSEPH PETRICK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	IONE SENIOR	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

6. Supervisors' Requests
7. Public Comments
8. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (561) 512-9027.

Sincerely,

  
Jamie Sanchez  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 131 733 0895**

**HAMAL**  
**COMMUNITY DEVELOPMENT DISTRICT**

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1551 Forum Place suite 300 E West Palm beach Florida 33411  
PH (561)420-0640 FAX (561) 420-0641  
[www.iberopropertymgmt.com](http://www.iberopropertymgmt.com)

## FIELD MAINTENACE MANAGEMENT AGREEMENT

**THIS FIELD OPERATIONS AGREEMENT** is made and entered into this **5<sup>th</sup> day of January 2024**, by and between **HAMAL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, hereinafter call ("**DISTRICT** ") and by their *Respective appointed representative (Wratheli, Hunt and Associates, LLC* a Florida Limited Liability Company, whose known address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 and **IBERO PROPERTY MANAGEMENT CORPORATION** DBA **IBERO MAINTENANCE & CONSTRUCTION SERVICES**, a Florida corporation, hereinafter call Filed Maintenance Manager by whose physical address 1551 Forum Place suite 300 E West Palm Beach Florida 33401 and together with the District, "Parties").

### RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* ("Act"); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the district; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities, and infrastructure ("Improvements") located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation, and maintenance personnel, the district desires to contract with the Field Maintenance Manager to manage the operation and maintenance of the Improvements in accordance with the *Contractor's agreement*, dated January 9<sup>th</sup>, 2024, attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference, are incorporated into and form a material part of this Agreement.

**SECTION 2. FIELD MAINTENANCE MANAGER'S OBLIGATION.**

- ***Specific Duties.*** The Field Maintenance Manager shall perform the specific duties described on the document attached hereto as Exhibit A and incorporated herein by reference.
- ***General Duties.*** The field Maintenance Manager also shall be responsible for the management and oversight of District vendors for the District Property in an efficient, lawful, and satisfactory manner and in accordance with the district's bond covenants relating to such maintenance under the district's direction. (That said, and as a point of clarification, the Field Maintenance Manager shall not have the authority to execute contracts and/or change orders on behalf of the district.) The field Maintenance Manager is responsible for the overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work. The Field Maintenance Manager shall report directly to the District Manager and the Board of Supervisors. Field Maintenance The manager shall attend monthly Board Meetings when requested by the District Manager or Board of Supervisors.
- ***Inspection.*** The field Maintenance Manager shall conduct regular inspections of all District property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- ***Investigation and Report of Accidents/Claims.*** Field Maintenance Manager shall promptly notify the District Manager as to all accidents or claims for damage relating to the management of the district and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property. The field Maintenance Manager shall cooperate and make any and all reports required by any insurance company or the district in connection with any accident or claim. The Field Operations Manager shall not file any claims with the district's insurance company without the prior consent of the District Manager or his designee.
- ***Compliance with Government Rules, Regulations, Requirements, and Orders.*** The Field Maintenance Manager shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District property placed thereon by any governmental authority having jurisdiction. The field Maintenance Manager shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, the Field Maintenance Manager shall prepare for execution and filing by the District of any forms, reports, or returns that may be required by law in connection with the ownership, maintenance and operation of the district property.
- ***Adherence to District Rules, Regulations, and Policies.*** To the extent they apply to Field Maintenance Manager's performance herein, Field Maintenance Manager's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, regulations, and notices as may be promulgated by the district from time to time and ensure that said persons conform therewith. The field Maintenance Manager may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the district at all times. The Field Maintenance Manager assures the district that all third parties will be dealt with at arm's length, and that the district's interest will be best served at all times.
- ***Care of the property.*** Field Maintenance Manager shall use all due care to protect the property of the district, its residents, and landowners from damage by Field Operations Manager, its employees or contractors.

**SECTION 3. COMPENSATION.** For the provision of field Maintenance management services pursuant to the terms of this Agreement, the District agrees to pay the Field Maintenance Manager in an amount equal to One Thousand One Hundred Seventy-Five Dollars and No Cents (\$1,175.00) per month as more specifically forth in Exhibit A, for a total twelve-month annual total not to exceed Fourteen Thousand One Hundred Dollars and No Cents (\$14,100.00).

**SECTION 4. TERM.** The term of this Agreement shall commence as of the date first written above and shall terminate on January 31, 2025, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for an additional one (1) year period unless either party provides at least thirty (30) days written notice of its intent to not renew the Agreement. Notwithstanding the foregoing, the Field Maintenance Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days written notice without cause. In the event of any termination, the Field Maintenance manager and the district shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Any termination of this Agreement shall not release District from its obligation to pay the Field Maintenance Manager the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the district may have.

**SECTION 5. INSURANCE.** The Field Maintenance Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Field Maintenance Manager shall provide the district a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. The district shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance as set forth in this.

**Workers Compensation**

- Statutory

**General Liability** (including Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation, if any.)

- |   |                    |
|---|--------------------|
| • Bodily Injury (including contractual)   | <u>\$2,000,000</u> |
| • Property Damage (including contractual) | <u>\$2,000,000</u> |
| • <i>Employer Liability</i>               | <u>\$1000.00</u>   |

**Automobile Liability** (if applicable)

- |  |                    |
|--|--------------------|
| • <i>Bodily injury and Property Damage</i> | <u>\$2,000,000</u> |
|--|--------------------|

As may be available, all policies shall name the district, and its staff and supervisors, as additional insurers.

**SECTION 6. INDEMNITY.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by the Contractor, its subcontractors, its employees, and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires the Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. The contractor further agrees that nothing herein shall constitute or be construed as a waiver of the district's limitations on liability contained in section 768.28, Florida Statutes, or other statute. 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, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the district. The indemnity obligations in this Agreement shall survive the expiration or earlier termination of this Agreement.

**SECTION 7. RECOVERY OF COSTS AND FEES.** In the event either the District or the Field Maintenance Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Field Maintenance Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees, and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, 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.

**SECTION 9. ASSIGNMENT.** Neither Party may assign this Agreement without the prior written approval of the other.

**SECTION 10. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the field Maintenance Manager shall be acting as an independent contractor. Neither the Field Maintenance Manager nor employees of the Field Maintenance Manager, if there are any, are employees of the district under the meaning or application of any Federal or State Unemployment or insurance Laws or Old Age Laws or otherwise. The Field Maintenance Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Field Maintenance Manager, if there are any, in the performance of this Agreement. The Field Maintenance Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Field Maintenance Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 11. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 12. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Field Maintenance Manager relating to the subject matter of this Agreement.

**SECTION 13. 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 Field Maintenance Manager.

**SECTION 14. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Field Maintenance Manager, both The district and the Field Maintenance Manager have complied with all the requirements of the law in order to effectuate the terms of this Agreement, and both the District and the Field Maintenance Manager have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 15. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Field Maintenance Manager may deliver Notice on behalf of the District and the Field Maintenance Manager. 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 addresses set forth herein



**SECTION 16. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Field Maintenance Manager, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Field Maintenance Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Field Maintenance Manager and their respective representatives, successors, and assigns.

**SECTION 17. CONTROLUNG LAW VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The venue shall be in Palm Beach County, Florida.

**SECTION 18. PUBLIC RECORDS.** Field Maintenance Manager understands and agrees that all documents of any kind provided to the district in connection with this Agreement may be public records, and, accordingly, Field Maintenance Manager 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 Field Maintenance Manager acknowledges that the designated public records custodian for the district is Howard McGaffney ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Field Maintenance Manager shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term the Field Operations Manager does not transfer the records to the Public Records Custodian of the District; and upon completion of the contract, transfer to the District, at no cost, all public records in the Field Maintenance Manager'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 Field Maintenance Manager, the Field Maintenance Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the district in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE FIELD OPERATIONS MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIELD OPERATIONS MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0839, [MCGAFFNEYM@WHHASSOCIATES.COM](mailto:MCGAFFNEYM@WHHASSOCIATES.COM), OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**SECTION 19. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 20. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Field Maintenance Manager as an arm's length transaction. The District and the Field Maintenance Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

## EXHIBIT A

### RESPONSIBILITIES & DESCRIPTION

#### FIELD MAINTENANCE MANAGER RESPONSIBILITIES INCLUDE.

1. Report directly to the District Manager and/or Board Appointee.
2. Interfacing with Residents, District Staff, and the Board of Supervisors.
3. Coordinate all repairs and routine maintenance of District-owned Assets, including but not limited to Entryway Monuments, Barrier Walls and fences, Sidewalks, Irrigation, Electrical and Mechanical, Fountains, and Lights.
4. Oversee and ensure the onsite work of contractors for the district who provide the following services: Landscape Maintenance and aquatic, /Pond/Fountain Maintenance, Pumphouse and Generator Maintenance.
5. Supervising and scheduling of maintenance for of all the district's stormwater system/ponds, fountains, pumphouse and generator, landscaping, barrier walls, entry monuments, fences, and sidewalks.
6. Securing proposals for and seeking approval for repairs.
7. Weekly landscape and irrigation inspection/walk-throughs with the landscape Account Manager.
8. Weekly pond, fountain, and fountain light inspections.
9. Review weekly aquatic management reports and resolve issues by coordinating with the aquatic management contractor!
10. Monthly inspections of District signage.
11. Attend up to 6 CDD meetings per year, held on Mondays at the Clubhouse (6:00 p.m.)
12. Send weekly operations reports on Fridays, to the District Manager by email. Coordinate onsite meetings with contractors/vendors for repair and maintenance needs.
13. Put together requests for proposals, and coordinate with the District Manager the noticing/advertising.
14. Respond to and address all Homeowner requests or concerns within a timely manner.
15. Document, report, and work with all local law enforcement and first responders on all accidents and for vandalism that occurs on CDD property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**ASSOCIATION:**

**HAMAL COMMUNITY DEVELOPMENT DISTRICT**

By their Respected Appointed Representative Wrathell, Hunt and Associates, LLC  
a Florida Limited Liability Company  
2300 Glades Road Suite 410 W Boca Raton Florida 33431

BY: \_\_\_\_\_  
Chairperson, Board of Supervisor

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

Print Name: \_\_\_\_\_

**Witness:**

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

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

Print Name: \_\_\_\_\_

**FIELD MAINTENANCE MANAGER:**

**IBERO PROPERTY MANAGEMENT CORPORATION**

**DBA IBERO MAINTENANCECE & CONTRUCTION SERVICES**

a Florida Corporation Located at 1551 Form Place Suite 300 E West Palm Beach Florida 33401

BY:   
Dwayne P Barrett (President)

Date: 1/5/2024

**Witness:**

BY: D. O'Gilvie - Bennett

Date: 1/5/2024

Print Name: DENISE O'Gilvie - Bennett

By affixing the signatures to this document, the parties agreed to all terms and conditions as it refers to Exhibit A.

**ASSOCIATION: HAMAL COMMUNITY DEVELOPMENT DISTRICT**

By their Respected Appointed Representative Wrathell, Hunt and Associates, LLC  
a Florida Limited Liability Company  
2300 Glades Road Suite 410 W Boca Raton Florida 33431


BY: \_\_\_\_\_  
Chairperson, Board of Supervisor

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

Print Name: \_\_\_\_\_

**FIELD MAINTENANCE MANAGER:  
IBERO PROPERTY MANAGEMENT CORPORATION**

a Florida Corporation  
Located at 1551 Form Place Suite 300 E West Palm Beach Florida 33401

By:  \_\_\_\_\_  
Dwayne P Barrett (President)

Date: 1/5/2024

**HAMAL**  
**COMMUNITY DEVELOPMENT DISTRICT**

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**HAMAL COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE**

**LOCATION**

*Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>November 13, 2023</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>December 11, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>January 15, 2024</b>	<b>Special Meeting</b>	<b>6:00 PM</b>
<b>February 12, 2024</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>March 11, 2024</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>April 8, 2024</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>May 13, 2024</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>July 8, 2024</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>September 9, 2024</b>	<b>Public Hearing and Regular Meeting</b>	<b>6:00 PM</b>