

## **AGREEMENT**

**THIS AGREEMENT** (this "Agreement") is entered into and effective as of the \_\_\_\_ day of November, 2020, by and between the **HIDEAWAY BEACH TAX DISTRICT**, a dependent special district established pursuant to Chapter 189, Florida statutes (the "District"), and the **HIDEAWAY BEACH ASSOCIATION, INC., a Florida not-for-profit corporation** (the "Association").

### **RECITALS:**

A. The Association agrees to lease the Equipment for the purpose of maintaining the District Facilities, all on the terms and conditions set forth herein.

**NOW, THEREFORE**, the District and the Association agree as follows:

1. The above recitals are true and correct and incorporated by reference herein.
2. Notwithstanding anything set forth herein, this Agreement shall incorporate the terms of the Maintenance and Equipment Lease Agreement executed on \_\_\_\_\_, 2020.
3. The Association shall be solely responsible for all costs necessary to perform the maintenance responsibilities set forth in this Agreement, including but not limited to staffing, budgeting, financing, billing, etc. The costs are more fully set forth in Exhibit "A" as attached hereto and incorporated herein.
4. Raking will be done once per month at the price set forth in Exhibit "A". Extra raking can be done at an additional cost.
5. Raking can be done during sea turtle nesting season pursuant to DEP permit # \_\_\_\_\_ and City of Marco Island permit # \_\_\_\_\_.
6. This Agreement is made and shall be governed and construed by the laws of the State of Florida. Any litigation arising out of this Agreement shall be in the state court of appropriate jurisdiction in Collier County, Florida.
7. The parties represent that the individuals signing this agreement have the authority to bind the respective parties to the terms of this Agreement and are authorized to sign on behalf of the respective parties.
8. In the event that a provision of this Agreement is held to be illegal or unenforceable, the offending provision shall be served, with the remaining portion of the Agreement continuing in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

**HIDEAWAY BEACH TAX DISTRICT**

Attest:

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

Witnesses:

**HIDEAWAY BEACH ASSOCIATION, INC.**

\_\_\_\_\_ By: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

# EXHIBIT A

		<u>12-month Raking Operation</u>		<u>Extra Raking Cost</u>
<u>Operational Expenses:</u>			<b>Annual Costs</b>	
<b>1</b>	Payroll - hourly wage	\$30.00	\$18,720	\$30.00
<b>2</b>	Employee Taxes / Benefits (20%)		\$3,744	\$6.00
	Subtotal		<b>\$22,464</b>	\$36
<b>3</b>	Lease payments	\$2,170.06/month	\$26,040.72	
<b>4</b>	Diesel (Fuel)	2.50 / gallon x 10 gallons / week	\$1,300	\$8.00
<b>5</b>	Uniforms	\$7.32 / week x 52 weeks	\$400	
<b>6</b>	Permits of Operation	\$500 - vehicle on beach permit	\$500	
<b>7</b>	Dumpsters / Refuse		\$11,880	
			2 dumpster / month @ \$495	
<b>8</b>	Total Expenses		<b>62,585</b>	\$44