MONTERRA COMMUNITY DEVELOPMENT DISTRICT

AGENDA PACKAGE

FEBRUARY 24, 2020

Monterra Community Development District

Inframark, Infrastructure Management Services

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February 17, 2020

Board of Supervisors Monterra Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Monterra Community Development District will be held Monday, February 24, 2020 at 6:00 p.m. at the Club at Monterra, located at 8451 Monterra Boulevard, Cooper City, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Approval of Agenda (Page 4)
- 3. Approval of Minutes
 - A. Amended December 16, 2019 Meeting (**Page 7**)
 - B. January 27, 2020 Meeting (**Page 14**)
- 4. Approval of January 31, 2020 Financial Statements (Page 23)
- 5. Audience Comments
- 6. Presentation by Mr. Jorge Castro of Kent Security (Page 52)
- 7. Landscaping BrightView
- 8. Continuing Business
 - A. Encroachment Issues Swings in CDD Tree
 - B. Consideration of Motion to Designate a Rally Meeting Point Should Primrose School Evacuate Due to an Emergency
- 9. Staff Reports
 - A. Attorney
 - i. Consideration and Approval of Agreement for Amendment of Notation on Plat (Page 103)
 - B. Engineer
 - "Invitation to Bid" for Lake Bank Restoration
 - C. Clubhouse Items for Approval (**Page 105**)
 - i. Estada Plants Fill-Ins (**Page 108**)
 - ii. Taramea Plants Fill-Ins (Page 115)
 - D. District Manager
 - i. Consideration of Website Compliance Proposals (Page 122)
 - ii. Consideration of a Budget Workshop
 - iii. Security Cameras
 - iv. FPL EFM Report of the Community Survey (**Page 155**)
 - v. Ratification of District Manager Expenditures (Page 164)
- 10. Supervisors' Requests
 - A. Discussion by Mr. Ciechanowiecki Regarding the Contract with M&J Ecological, LLC (**Page 167**)
- 11. Adjournment

The balance of the agenda is routine in nature and staff will present and discuss their reports at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

George Miller
George Miller
District Manager

Second Order of Business

Monterra Community Development District Board of Supervisors □ Ricardo Lowe, Chairman ☐ George Miller, District Manager/Secretary ☐ Greg Popowitz, Vice Chairman ☐ Ginger Wald, District Counsel □ Susan Kooiman, Assistant Secretary □ Joaquin Mojica, District Engineer ☐ Hardeep Anand, Assistant Secretary □ Avi Ciechanowiecki, Assistant Secretary Agenda for Regular Meeting Monday, February 24, 2020 – 6:00 p.m. 1. **Roll Call** 2. Approval of Agenda (Page 4) 3. **Approval of Minutes** Amended December 16, 2019 Meeting (Page 7) January 27, 2020 Meeting (Page 14) 4. Approval of January 31, 2020 Financial Statements (Page 23) 5. **Audience Comments** 6. Presentation by Mr. Jorge Castro of Kent Security (Page 52) 7. Landscaping - BrightView 8. **Continuing Business** Encroachment Issues – Swings in CDD Tree Α. Consideration of Motion to Designate a Rally Meeting Point Should Primrose School В. Evacuate Due to an Emergency 9. **Staff Reports** Attorney A. i. Consideration and Approval of Agreement for Amendment of Notation on Plat (Page 103) В. Engineer "Invitation to Bid" for Lake Bank Restoration C. Clubhouse – Items for Approval (Page 105) Estada Plants Fill-Ins (Page 108) ii. Taramea Plants Fill-Ins (Page 115) D. District Manager

- Consideration of Website Compliance Proposals (Page 122) i.
- Consideration of a Budget Workshop ii.
- Security Cameras iii.
- FPL EFM Report of the Community Survey (Page 155) iv.
- Ratification of District Manager Expenditures (Page 164) v.
- 10. **Supervisors' Requests**
 - Discussion by Mr. Ciechanowiecki Regarding the Contract with M&J Ecological, LLC (Page 167)
- Adjournment 11.

The next Meeting is scheduled for Monday, March 16, 2020 at 6:00 p.m.

Third Order of Business

3A.

MINUTES OF MEETING MONTERRA COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Monterra Community Development District was held Monday, December 16, 2019 and called to order at 6:06 p.m. at the Club at Monterra, located at 8451 Monterra Boulevard, Cooper City, Florida.

Present and constituting a quorum were:

Ricardo Lowe Chairman
Greg Popowitz Vice Chairman
Susan Kooiman Assistant Secretary
Avi Ciechanowiecki Assistant Secretary

Also present were:

George Miller District Manager
Ginger Wald District Counsel
Peter Pellerito District Engineer
Maria Mihailovschi Castle Group

Broward County Law Enforcement Representative

BrightView Representative

Numerous Residents

The following is a summary of the discussions and actions taken at the December 16, 2019 Monterra Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call (Recording Time Stamp 0:00:09)

Mr. Miller called the meeting to order, and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Approval of Agenda (Recording Time Stamp 0:00:47)

Mr. Miller presented the Agenda for the meeting, and the following amendment was requested:

• Comments to the Board by Ms. Kooiman should be moved to the Eighth Order of Business.

Unapproved Minutes Wednesday, 01/29/20

There being no further amendments,

On MOTION by Mr. Lowe, seconded by Mr. Popowitz, with all in favor, the Agenda for the Meeting was approved as amended.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the November 18, 2019 Meeting (Recording Time Stamp 0:01:43)

Mr. Lowe stated each Board member received a copy of the Minutes of the November 18, 2019 Meeting and requested any additions, corrections or deletions.

There being none,

On MOTION by Ms. Kooiman, seconded by Mr. Popowitz, with all in favor, the Minutes of the November 18, 2019 Meeting were approved.

FOURTH ORDER OF BUSINESS

Approval of November 30, 2019 Financial Statements (Recording Time Stamp 0:02:03)

Mr. Miller presented the November 30, 2019 Financial Statements for the Board's review and approval.

There being no comments or questions,

On MOTION by Ms. Kooiman, seconded by Mr. Popowitz, with all in favor, the November 30, 2019 Financial Statements were approved.

FIFTH ORDER OF BUSINESS

Audience Comments (Recording Time Stamp 0:02:35)

A. Presentation by Resident, Mr. Adam Zee, Regarding Power Lines in FPL Easement (Recording Time Stamp 0:02:38)

Mr. Zee distributed a presentation; a copy of which is attached hereto and made part of the public record.

• There are new FPL power lines in the community which are unsafe for the health of the community, according to Mr. Zee.

Agenda Page #9
Monterra CDD

- The high levels may cause Cancer and other illnesses, according to independent studies.
- There may be other risks, such as the possibility of fire, since the power lines are right above trees.
- The effect is diminished on buried power lines.
- Mr. Miller indicated they are FPL distribution lines.
- Mr. Popowitz believes investigation and possible burial of lines should be the responsibility of FPL, not the CDD, since FPL owns the easement.
- Mr. Miller was directed to contact FPL and request they prepare a safety study in this regard. Mr. Miller will report back at the next meeting whether there is a cost involved.

Safety was addressed by a Broward County law enforcement representative.

- Break-ins were discussed. People need to lock their vehicle doors.
- The passcode to the gate does change.

SIXTH ORDER OF BUSINESS

Landscaping – BrightView (Recording Time Stamp 0:41:54)

- Ms. Kooiman commented staff is addressing concerns with the landscaping crews.
 It appears to be better.
- Ms. Mihailovschi commented on a few outstanding items. There are issues with Annuals. Some hedges are not being trimmed and there is still an issue with weeds.
- The BrightView representative commented they are caught up with most outstanding items.
- Invasive plants are being sprayed.

SEVENTH ORDER OF BUSINESS

Continuing Business (Recording Time Stamp 0:55:34)

- A. Encroachment Issues (Recording Time Stamp 0:55:43)
- The fence was relocated to the property line, and trees were removed.
- The property may need to be surveyed.

EIGHTH ORDER OF BUSINESS

Comments to the Board by Ms. Kooiman (Recording Time Stamp 0:57:02)

• There should be a workshop sometime in January to go through the budget and decrease costs on items where necessary.

- Ms. Kooiman is not satisfied with the current landscaper and irrigation company.
- Mr. Miller will obtain quotes and other information from different irrigation companies.
- Mr. Miller will set up a workshop.

NINTH ORDER OF BUSINESS

Staff Reports (Recording Time Stamp 1:04:21)

- A. Attorney (Recording Time Stamp 1:04:22)
- B. Engineer (Recording Time Stamp 1:04:22)

The Invitation to Bid for Lake Bank Erosion was discussed.

- Mr. Pellerito sent the draft Invitation to Mr. Miller.
- The specifications are missing, according to Mr. Miller and Ms. Wald.
- This would have to be advertised.
- The updated Invitation to Bid will be presented at the next meeting.

Sidewalks were discussed.

- It needs to be determined whether sidewalks were paid for with bond funds, thereby making it a CDD responsibility.
- Mr. Lowe suggested the engineer prepare a comprehensive study of which entity owns which parts of the property.

Primrose School was discussed.

- An agreement is not necessary because their drainage empties into the lake.
- C. Clubhouse (Recording Time Stamp 1:23:25)
- The flowers at the front will be hand-watered, as the irrigation system is not to be used, as the pest control person indicated the water from the irrigation system would cause a fungus.
- Ms. Mihailovschi is in the process of obtaining two more estimates for repair of the pavers by Lake 12 in LaCosta.
- The clubhouse will close at 4:00 p.m. on December 24, and December 31, 2019. It will be closed on Christmas Day and New Year's Day.
- Ms. Kooiman was pleased with the holiday decorations at the clubhouse.
- The tree ring was discussed. The work will be done shortly.

- There has been difficulty obtaining Pine Bark Mulch for around the clubhouse. It
 will not arrive until next Friday. BrightView cleaned out all the Pine Bark Mulch.
 The Board prefers Brown Mulch if they cannot get the Pine Bark Mulch.
- D. District Manager (Recording Time Stamp 1:28:07)
 - i. Discussion of Parking Rules (Recording Time Stamp 1:28:07)
- Mr. Miller suggested having a workshop in January with the CDD and HOA to discuss differences.
- Mr. Popowitz suggested rulemaking authority for parking. Ms. Wald commented the Board would have to engage the services of a towing company.
- Ms. Wald suggested the HOA can take over everything from the CDD, as long as
 CDD and HOA rules are compatible.
 - ii. Discussion of Speed Calming Devices (Recording Time Stamp 1:32:01)
- The City changed their rules, and they will now consider placement of speed tables.

 The City requires a traffic analysis.
- Mr. Ciechanowiecki noted there are many speeding vehicles in the community.
- Mr. Miller will obtain an estimate for the traffic analysis for the two main streets.
 - iii. Update Regarding Security for the Holidays (Recording Time Stamp 1:38:10)
- The \$1,200 cost rose to \$2,400. After much discussion, Kent Security will provide a car at the rate of \$1,200 through early January 2020.
 - iv. Update Regarding Cameras (Recording Time Stamp 1:40:09)
- Mr. Miller is looking at entry cameras, using ICloud technology.
- A variance may be needed for cameras at the tot lot.
- Mr. Ciechanowiecki suggested a third party, off-site security company if the CDD purchases new cameras.
 - v. Ratification of District Manager Expenditures (Recording Time Stamp 1:47:53)
- Mr. Miller distributed a photo of his personal ladder which was used at the District to install panels in Capistrano.

On MOTION by Mr. Ciechanowiecki, seconded by Mr. Popowitz, with all in favor, the claim made by the District Manager whose property was removed from the CDD in an amount not to exceed \$150, was approved.

TENTH ORDER OF BUSINESS

Supervisors' Requests (Recording Time Stamp 1:52:26)

 Mr. Ciechanowiecki commented the main road near LaCosta is deteriorating, and needs to be repayed.

NINTH ORDER OF BUSINESS

Staff Reports (Continued) (Recording Time Stamp 1:52:52)

- D. District Manager (Continued) (Recording Time Stamp 1:52:52)
 - v. Ratification of District Manager Expenditures (Continued) (Recording Time Stamp 1:52:52)
- Ms. Kooiman commented the cost for the Cocoplum was high.

On MOTION by Ms. Kooiman, seconded by Mr. Ciechanowiecki, with all in favor, District Manager expenditures were ratified.

ELEVENTH ORDER OF BUSINESS

Adjournment (Recording Time Stamp 1:53:14)

There being no further business,

On MOTION by Mr. Lowe, with all in favor, the meeting was adjourned at approximately 7:59 p.m.

George Miller	Ricardo Lowe
Secretary	Chairman

3B.

MINUTES OF MEETING MONTERRA COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Monterra Community Development District was held Monday, January 27, 2020 and called to order at 6:03 p.m., at the Club at Monterra, located at 8451 Monterra Boulevard, Cooper City, Florida.

Present and constituting a quorum were:

Ricardo Lowe Chairman
Greg Popowitz Vice Chairman
Susan Kooiman Assistant Secretary
Hardeep Anand Assistant Secretary

Also present were:

George Miller District Manager
Ginger Wald District Counsel
Peter Pellerito District Engineer
Maria Mihailovschi Castle Group
Marcus Andrade M&J Ecological

BrightView Representatives

Numerous Residents

The following is a summary of the discussions and actions taken at the January 27, 2020 Monterra Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call (Recording Time Stamp 0:00:20)

Mr. Miller called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Approval of Agenda (Recording Time Stamp 0:01:05)

Mr. Lowe presented the Agenda for the meeting, and the following additions were requested by Mr. Miller:

• Presentation by M&J Ecological after Audience Comments.

- Report from Estate Management after Presentation by M&J Ecological.
- Discussion of Security System, under District Manager's Report.

There being no further additions, corrections or deletions,

On MOTION by Mr. Popowitz, seconded by Ms. Kooiman, with all in favor, the agenda for the meeting was approved as amended.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the December 16, 2019 Meeting (Recording Time Stamp 0:02:33)

Mr. Lowe stated each Board member received a copy of the Minutes of the December 16, 2019 Meeting, and requested any additions, corrections or deletions.

 Minor changes were made, which will be reflected on the amended Minutes, and approved at next meeting.

FOURTH ORDER OF BUSINESS

Approval of December 31, 2019 Financial Statements (Recording Time Stamp 0:04:50)

Mr. Lowe presented the December 31, 2019 Financial Statements for the Board's review and approval.

Mr. Lowe requested an explanation of increased expense for Maintenance:
 Landscape/Hardscape. Mr. Miller will discuss this and other items with the District's Accountant.

The record shall reflect Mr. Anand joined the meeting.

On MOTION by Ms. Kooiman, seconded by Mr. Popowitz, with all in favor, the December 31, 210 Financial Statements were approved, subject to the District Manager providing clarification on items to which the Board inquired.

FIFTH ORDER OF BUSINESS

Audience Comments (Recording Time Stamp 0:07:07)

A resident addressed the following items:

• The need for more treadmills. Purchase of an additional treadmill is on today's agenda.

• Security at the gates. Ms. Mihailovschi will ask Mr. George Castro of Kent Security to attend the next CDD meeting to address this issue.

Mr. Miller introduced Nicole from Castle Group.

SIXTH ORDER OF BUSINESS

Presentation by M&J Ecological (Recording Time Stamp 0:13:08)

Mr. Marcus Andrade of M&J Ecological gave a presentation.

- Mr. Andrade distributed two reports.
- Handling of birds was discussed.
- Most of the iguanas captured have been smaller.
- Approximately 494 iguanas have been captured since they started.

SEVENTH ORDER OF BUSINESS

Estate Management Report (Recording Time Stamp 0:20:34)

- The report is broken down on a lake by lake basis.
- The water is looking better, but there are still issues with invasive plants.
- BrightView staff are assisting near the water line.
- The wetlands clean-up will commence February 1, 2020.
- All lakes are inter-connected.
- Mr. Miller suggested the District may have a recharge well installed to keep the water levels in the lakes deep enough. They are currently low enough to see sand.
- The District has two outfalls.
- Removal of coconuts was discussed.

EIGHTH ORDER OF BUSINESS

Landscaping – BrightView (Recording Time Stamp 0:39:48)

- Andres has replaced Jennifer as one of the District's representatives. He has many years of experience in managing properties of this size.
- Flowers were replaced over the weekend.
- Ms. Mihailovschi has noticed an improvement in their service.
- Communication has improved, according to Mr. Miller.
- Ms. Kooiman sees numerous weeds throughout the property.
- The hedging was not level.

- The proposal for removing a Robellini stalk was high.
- BrightView staff are preparing to do hard pruning.
- There are more areas to be addressed, which need to be included in BrightView's scope of work.
- Any changes to the contract need to be submitted to District Counsel. Another RFP may need to be prepared. Mr. Miller and Ms. Wald will discuss.

NINTH ORDER OF BUSINESS

Primrose School Discussion (Recording Time Stamp 0:53:31)

- A. Irrigation Program (Recording Time Stamp 0:54:02)
- Mr. Miller presented a color-coded map of their irrigation area, which he discussed.
- Mr. Miller suggested the District may need an easement agreement which allows the CDD to continue maintaining the supply line.
- The CDD may continue maintaining CDD property without having to do anything with Primrose School, as long as water is not pumped onto their property.
- Mr. Miller would like to be able to continue maintaining the small area with the *Monterra* sign, which is their property. Ms. Wald advised Primrose School may donate that land to the CDD to maintain.
- Mr. Miller may present these options to Primrose School. The CDD would like the least complicated solution.
- B. Request to Designate a Rally Meeting Point Should the School Evacuate Due to an Emergency (Recording Time Stamp 1:09:07)
- Designation is the City's suggestion.
- The pool area may have to be shut down in an emergency situation.
- The Board concurred to designate an area.

TENTH ORDER OF BUSINESS

Continuing Business (Recording Time Stamp 1:13:15)

- A. Encroachment Issues (Recording Time Stamp 1:13:15)
- Some residents have allowed swing sets to be hung from CDD trees.
- Some hedges were moved from private property to CDD property.
- Ms. Wald suggested the District has the right to remove the swings, but should give the resident the opportunity to remove them on their own.
- The resident should be given seven days to remove the swings.

- Mr. Anand suggested there should be a cost if the CDD has to remove them.
- Once the CDD removes the swings, they should be disposed of.

ELEVENTH ORDER OF BUSINESS Staff Reports (Recording Time Stamp 1:21:20)

A. Attorney (Recording Time Stamp 1:21:20)

There being no report, the next item followed.

B. Engineer (Recording Time Stamp 1:21:26)

- Mr. Pellerito distributed a draft RFP for the shoreline restoration project.
- The Board addressed each item on the RFP and discussed changes.
- Mr. Pellerito recommends the pre-bid conference be held at the site.
- It will not be a mandatory pre-bid conference.
- Item #7 on Page 12 will be deleted.
- Ms. Wald advised everything should go to the District Engineer, as opposed to Mr.
 Miller.
- A subcontractor should not be needed.
- A permit is not needed.
- Mr. Pellerito will work with Mr. Miller on this document, after which it will be advertised.

On MOTION by Ms. Kooiman, seconded by Mr. Anand, with all in favor, the RFP for the Lake Bank Restoration Project was approved in substantial final form pursuant to today's discussion, subject to comments to be provided by the Board, and the District Manager and District Counsel conferring with the District Engineer to put it out to bid.

- C. Clubhouse Items for Approval (Recording Time Stamp 2:00:39)
 - i. LaCosta Sidewalk Pavers (Recording Time Stamp 2:00:54)
- Palm Trees in the area are lifting the sidewalk, and causing a tripping hazard.

On MOTION by Mr. Popowitz, seconded by Ms. Kooiman, with all in favor, the proposal from H.I.Q. Services in the amount of \$7,140 for sidewalk pavers in LaCosta, was approved.

ii. Lake 17 Aerator (Recording Time Stamp 2:02:15)

• The proposals are all very different in scope and price.

On MOTION by Mr. Popowitz, seconded by Ms. Kooiman, with all in favor, the proposal from Solitude Lake Management in the amount of \$2,147.32 for the Lake 17 aerator, was approved.

iii. Splash Pad Cleaning and Resealing (Recording Time Stamp 2:02:50)

- There are pebbles on the floor of the splash pad.
- There is no way to turn off the splash pad, as there is no timer.

On MOTION by Mr. Anand, seconded by Ms. Kooiman, with all in favor, the proposal from Specialty Surfaces, LLC in the amount of \$3,003 for splash pad cleaning and re-sealing, was approved.

iv. Pine Island Decal Reader (Recording Time Stamp 2:04:05)

- The current reader works, but it is old and all of the other gates have new readers.
- Ms. Kooiman is in favor of waiting until the reader actually breaks before replacing
 it.

Mr. Popowitz, MOVED to approve the proposal from AT&I Systems in the amount of \$3,270 for replacement of the Pine Island decal reader; and Mr. Anand seconded the motion.

There being no further discussion,

On VOICE vote with Mr. Lowe, Mr. Popowitz and Mr. Anand voting aye, and Ms. Kooiman voting nay, the prior motion was approved.

v. Taramea Avenue Asphalt Repair (Recording Time Stamp 2:05:32)

- Ms. Mihailovschi received an additional proposal from 3-D Paving in the amount of \$1,949.
- Ms. Mihailovschi is concerned how much down time there will be, as there are school bus stops nearby.

On MOTION by Mr. Popowitz, seconded by Ms. Kooiman, with all in favor, the proposal from 3-D Paving in the amount of \$1,949 for the asphalt repair on Taramea Avenue in front of LaCosta's entrance, was approved.

Items for Discussion (Recording Time Stamp 2:08:46)

- i. Palm Tree Replacement (Recording Time Stamp 2:08:51)
- The Palm Tree in front of the resident's home does not look the same as his neighbor's Palm, and he wants a new one.
- The Board concurred the tree will not be removed and replaced.

ii. Treadmill (Recording Time Stamp 2:09:53)

- There were three treadmills several years ago.
- Ms. Kooiman indicated there is room for an additional treadmill.
- There is no space for an elliptical.

iii. JCC 5K Run (Recording Time Stamp 2:12:45)

• The JCC is asking the CDD's permission to hold this event. They need to have the gate open for the two-hour event.

On MOTION by Ms. Kooiman, seconded by Mr. Popowitz, with all in favor, the JCC shall be granted permission to hold the 5K Run on CDD roadways, and have the gate open during the event.

D. District Manager (Recording Time Stamp 2:14:34)

- i. Consideration of Website Compliance Proposals (Recording Time Stamp 2:14:46)
- The website must be ADA-compliant.
- The two proposals submitted were the best of the different companies.
- Most of the CDDs have contracted with Campus Suite.
- Inframark will no longer be maintaining the website.
- There is an annual fee of \$1,600 per year, as well as a conversion fee of \$3,000.
- The Board and staff need to determine what items should be on the website. This will be addressed at the next meeting.

ii. Ratification of District Manager Expenditures (Recording Time Stamp 2:24:13)

Mr. Miller presented District Manager expenditures for ratification; a copy of which is attached hereto and made part of the public record.

iii. Discussion of Security System (Recording Time Stamp 2:24:42)

- Only one person is designated as a Post Captain.
- Kent Security is willing to designate another person, who would be promoted.

 Therefore, there is an increase in the contract to approximately \$8,400 per year.

- Mr. Lowe would like to discuss this and other issues with Kent Security at the next meeting.
- Mr. Miller discussed cameras.

TWELFTH ORDER OF BUSINESS

Supervisors' Requests (Recording Time Stamp 2:29:31)

Mr. Miller discussed the upcoming budget.

- Mr. Miller would like to schedule a workshop before the budget is presented in April.
- Mr. Miller will email the Board his availability in March.

Mr. Miller discussed FPL.

• He is trying to schedule a meeting with FPL in February.

THIRTEENTH ORDER OF BUSINESS

Adjournment (Recording Time Stamp 2:34:25)

There being no further business,

On MOTION by Mr. Lowe, seconded by Ms. Kooiman, with all in favor, the meeting was adjourned at approximately 8:37 p.m.

George Miller	Ricardo Lowe	
Secretary	Chairman	

Fourth Order of Business

Monterra Community Development District

Financial Statements

(Unaudited)

January 31, 2020

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Monterra Community Development District

Financial Report January 31, 2020



Balance Sheet

January 31, 2020

ACCOUNT DESCRIPTION		GENERAL FUND		SERIES 2005A DEBT SERVICE FUND		SERIES 2015 DEBT SERVICE FUND		TOTAL
<u>ASSETS</u>								
Cash - Checking Account	\$	1,463,535	\$	-	\$	-	\$	1,463,535
Cash On Hand/Petty Cash		500		-		-		500
Accounts Receivable		2,239		=		-		2,239
Due From Other Funds		-		-		923,593		923,593
Investments:								
SBA Account		2,240,691		-		-		2,240,691
SBA Account Reserves		363,362		=		-		363,362
Interest Account		-		-		100		100
Interest Account A		-		49		-		49
Prepayment Account		-		3,134		-		3,134
Prepayment Account A		-		64		-		64
Principal		-		=		264		264
Redemption Fund		-		=		12,049		12,049
Reserve Fund		-		-		254,444		254,444
Reserve Fund A		-		8		-		8
Revenue Fund		-		=		43,316		43,316
Revenue Fund A		-		382		=		382
Sinking fund		-		9		-		9
Sinking Fund A		-		38		-		38
Prepaid Items		2,800		=		=		2,800
Deposits		16,305		-		-		16,305
TOTAL ASSETS	\$	4,089,432	\$	3,684	\$	1,233,766	\$	5,326,882
LIABILITIES								
Accounts Payable	\$	63,778	\$	-	\$	-	\$	63,778
Accrued Expenses		52,088		=		-		52,088
Retainage Payable		3,476		-		-		3,476
Due To Other Funds		923,593		-		-		923,593
TOTAL LIABILITIES	_	1,042,935		-		-		1,042,935

Balance Sheet

January 31, 2020

ACCOUNT DESCRIPTION	G	SENERAL FUND	SERIES 2005A DEBT SERVICE FUND	_	ERIES 2015 BT SERVICE FUND	TOTAL
FUND BALANCES						
Nonspendable:						
Prepaid Items		2,800	-		-	2,800
Restricted for:						
Debt Service		-	3,684		1,233,766	1,237,450
Assigned to:						
Operating Reserves		573,736	-		-	573,736
Reserves - Clubhouse		80,654	-		-	80,654
Reserves-Gates/Guardhouses		53,000	-		-	53,000
Reserves - Hurricane		53,000	-		-	53,000
Reserves - Irrigation System		53,000	-		-	53,000
Reserves - Landscape		53,000	-		-	53,000
Reserve - Lighting		26,500	-		-	26,500
Reserves - Pools		53,000	-		-	53,000
Reserves - Roads and Sidewalks		106,000	-		-	106,000
Reserve - Security Features		53,000	-		-	53,000
Reserve - Wall & Fence Perimeter		10,144	-		=	10,144
Unassigned:		1,928,663	-		-	1,928,663
TOTAL FUND BALANCES	\$	3,046,497	\$ 3,684	\$	1,233,766	\$ 4,283,947
TOTAL LIABILITIES & FUND BALANCES	\$	4,089,432	\$ 3,684	\$	1,233,766	\$ 5,326,882

For the Period Ending January 31, 2020

ACCOUNT DESCRIPTION	Annual Adopted Budget	Year to date Actual	Committed Funds	Total Projected Amount	Variance To Budget Fav (UnFav)	Total Projected As a % of Budget
<u>REVENUES</u>			(1)	(2)	(3)	(4)
TOTAL REVENUES	\$2,548,469	\$2,394,112	210,892	\$2,605,004	\$56,535	102.2%
EXPENDITURES						
Administrative	126,221	45,446	8,415	53,861	72,360	42.7%
Property management and security	529,194	176,975	352,279	529,254	(60)	100.0%
Maintenance: Gate/Fence	45,000	14,079	13,908	27,987	17,013	62.2%
Maintenance: Lakes	211,476	45,407	45,837	91,244	120,232	43.1%
Maintenance: Landscape/Hardscape	881,750	320,332	538,979	859,311	22,439	97.5%
Maintenance: Pool	26,700	5,782	13,400	19,182	7,518	71.8%
Maintenance: Other	207,054	53,076	47,610	100,686	106,368	48.6%
Utilities	236,090	72,352	3,194	75,546	160,544	32.0%
Other Expenses	67,260	20,197	1,381	21,578	45,682	32.1%
Contingency	217,724	-	79,180	79,180	138,544	36.4%
TOTAL EXPENDITURES	2,548,469	753,646	1,104,183	1,857,829	690,640	72.9%
Excess (deficiency) of revenues						
Over (under) expenditures		1,640,466	(893,291)	747,175	747,175	
Net change in fund balance	-	1,640,466	(893,291)	747,175	747,175	
FUND BALANCE, BEGINNING (10/1/2019)	1,406,031	1,406,031	-	1,406,031	-	
FUND BALANCE, ENDING	\$1,406,031	\$3,046,497	(\$893,291)	\$2,153,206	\$747,175	
·		<u> </u>	<u>, , , , , , , , , , , , , , , , , , , </u>			

<u>Notes</u>

- 1.) Committed Funds are balances from signed contracts which have not been paid yet.
- 2.) Forecasted Funds are balances which are expected to be needed prior to year-end but no signed contract exists at this time.
- 3.) Compares the total projected amounts to the adopted budget. Favorable variances are positive; Unfavorable variances are negative.
- 4.) Compares the total projected amounts as a percentage (%) of the adopted budget.

ACCOUNT DESCRIPTION	Annual Adopted Budget	Year to date Actual	Committed Funds	Total Projected Amount	Variance To Budget Fav (UnFav)	Total Projected As a % of Budget
REVENUES						
Interest - Investments	\$ -	\$ 6,974	\$ -	\$ 6,974	\$ 6,974	0.0%
Hurricane Irma FEMA Refund	-	40,513	-	40,513	40,513	0.0%
Interest - Tax Collector	-	1,971	-	1,971	1,971	0.0%
Rental Income	-	400	-	400	400	0.0%
Non Resident Fee	-	900	-	900	900	0.0%
Membership Cards	-	360	-	360	360	0.0%
Special Assmnts- Tax Collector	2,548,469	2,337,577	210,892	2,548,469	-	100.0%
Gate repair refunds	-	300	-	300	300	0.0%
Decal headlamp/windshield	-	4,950	-	4,950	4,950	0.0%
Other Miscellaneous Revenues	-	167	-	167	167	0.0%
TOTAL REVENUES	2,548,469	2,394,112	210,892	2,605,004	56,535	102.2%
EXPENDITURES						
Administrative						
P/R-Board of Supervisors	2,800	_	_	_	2,800	0.0%
FICA Taxes	214	_	_	_	214	0.0%
ProfServ-Arbitrage Rebate	1,800	600	_	600	1,200	33.3%
ProfServ-Dissemination Agent	1,800		_		1,800	0.0%
ProfServ-Engineering	20,000	2,783	4,415	7,198	12,802	36.0%
ProfServ-Property Appraiser	2,216	2,216	.,	2,216		100.0%
ProfServ-Trustee Fees	7,000	3,500	_	3,500	3,500	50.0%
Attorney Fees	40,000	5,425	_	5,425	34,575	13.6%
ProfServ-Web Site Maintenance	1,400	501	_	501	899	35.8%
Auditing Services	4,000	-	4,000	4,000	-	100.0%
Postage and Freight	1,600	84	-,,,,,,	84	1,516	5.3%
Rentals & Leases	2,400	-	_	-	2,400	0.0%
Insurance - Property	27,999	29,726	_	29,726	(1,727)	106.2%
Insurance	7,242	20,120	_	20,720	7,242	0.0%
Printing and Binding	1,000	207	_	207	793	20.7%
Legal Advertising	3,000	201	-	201	3,000	0.0%
Other Current Charges	750	229	_	229	521	30.5%
Office Supplies	350	-	_	-	350	0.0%
Dues, Licenses, Subscriptions	650	175	-	175	475	26.9%
Total Administrative	126,221	45,446	8,415	53,861	72,360	42.7%
Property management and security						
ProfServ-Mgmt Consulting Serv	53,045	17,682	35,364	53,046	(1)	100.0%

ACCOUNT DESCRIPTION	Annual Adopted Budget	Year to date Actual	Committed Funds	Total Projected Amount	Variance To Budget Fav (UnFav)	Total Projected As a % of Budget
On site Maintenance	54.000	47.000	04.070	54 700	000	00.40/
Onsite Maintenance	51,999	17,333	34,373	51,706	293	99.4%
Onsite Property Manager	26,697	8,899	17,186	26,085	612	97.7%
Attendant	112,845	37,615	75,620	113,235	(390)	100.3%
Security Total Property management and security	284,608 529,194	95,446 176,975	189,736 352,279	285,182 529,254	(60)	100.2%
Maintenance: Gate/Fence						
R&M-Fence	7,500	3,150	_	3,150	4,350	42.0%
R&M-Gate	22,000	11,298	13,908	25,206	(3,206)	114.6%
R&M-Access&Surveillance Systems	12,000	(369)	-	(369)	12,369	-3.1%
Gate Transponders	3,500	-	_	-	3,500	0.0%
Total Maintenance: Gate/Fence	45,000	14,079	13,908	27,987	17,013	62.2%
Maintenance: Lakes						
R&M-Pump Station	24,000	16,751	10,165	26,916	(2,916)	112.2%
Lake & Wetlands Maintenance	91,306	17,936	35,672	53,608	37,698	58.7%
Pest Control-Midge Lake Banks	39,180	10,720	-	10,720	28,460	27.4%
Pest Control-Midge Lakes	20,000	-	-	-	20,000	0.0%
Mitigation Maintenance	19,800	-	-	-	19,800	0.0%
Mitigation Reporting	1,500	-	-	-	1,500	0.0%
Misc-Contingency	7,890	-	-	-	7,890	0.0%
Pump Station Reserve	7,800	-	-	-	7,800	0.0%
Total Maintenance: Lakes	211,476	45,407	45,837	91,244	120,232	43.1%
Maintenance: Landscape/Hardscape						
Landscape Contract Administration	12,000	-	-	-	12,000	0.0%
R&M-Mulch	43,500	50,467	-	50,467	(6,967)	116.0%
R&M-Pest Control	100,854	46,505	122,338	168,843	(67,989)	167.4%
R&M-Trees and Trimming	39,500	478	33,136	33,614	5,886	85.1%
Royal Palm Treatment	3,868	1,289	-	1,289	2,579	33.3%
R&M-Pressure Washing	61,980	20,660	41,320	61,980	-	100.0%
Rust Control	9,600	3,200	6,400	9,600	-	100.0%
Landscape Maintenance	417,968	139,104	278,645	417,749	219	99.9%
Landscape Replacement	77,382	24,799	-	24,799	52,583	32.0%
Landscape Replacement-Annuals	10,738	838	9,900	10,738	-	100.0%
Irrigation Maintenance	70,860	23,620	47,240	70,860	-	100.0%
Irrigation Repairs & Replacem.	33,500	9,372		9,372	24,128	28.0%
Total Maintenance: Landscape/Hardscape	881,750	320,332	538,979	859,311	22,439	97.5%

	Annual Adopted	Year to date	Committed	Total Projected	Variance To Budget	Total Projected As a % of
ACCOUNT DESCRIPTION	Budget	Actual	Funds	Amount	Fav (UnFav)	Budget
Maintenance: Pool						
Payroll-Pool Monitors	4,800	-	-	-	4,800	0.0%
R&M-Pools	20,400	5,782	13,400	19,182	1,218	94.0%
Pool Furniture	1,000	-	-	-	1,000	0.0%
Pool Permits	500			-	500	0.0%
Total Maintenance: Pool	26,700	5,782	13,400	19,182	7,518	71.8%
Maintenance: Other						
Gym Equipment Maintenance	7,000	1,676	1,400	3,076	3,924	43.9%
R&M-General	55,000	16,988	-	16,988	38,012	30.9%
R&M-Storm Drain Cleaning	64,000	-	-	-	64,000	0.0%
Janitorial Maintenance	66,254	22,085	44,530	66,615	(361)	100.5%
R&M - Water Feature	3,300	6,300	-	6,300	(3,000)	190.9%
IT Maintenance	3,000	1,050	-	1,050	1,950	35.0%
A/C Maintenance	3,500	4,977	1,680	6,657	(3,157)	190.2%
Tot Lot Maintenance	5,000	-	-	-	5,000	0.0%
Total Maintenance: Other	207,054	53,076	47,610	100,686	106,368	48.6%
<u>Utilities</u>						
Communication - Telephone	19,500	7,265	-	7,265	12,235	37.3%
Electricity - Entrance	13,500	2,396	-	2,396	11,104	17.7%
Electricity - Pump Station	57,000	16,640	-	16,640	40,360	29.2%
Electricity - Streetlighting	109,000	35,085	-	35,085	73,915	32.2%
Utility - Water	9,000	1,494	-	1,494	7,506	16.6%
Utility - Refuse Removal	4,790	1,845	3,194	5,039	(249)	105.2%
Electric - Monuments	300	81	-	81	219	27.0%
Electricity	23,000	7,546	-	7,546	15,454	32.8%
Total Utilities	236,090	72,352	3,194	75,546	160,544	32.0%
Other Expenses						
Fire Alarm Monitoring	1,050	220	-	220	830	21.0%
Contracts-Fire Exting. Insp.	105	-	-	-	105	0.0%
Lease - Copier	2,700	855	1,226	2,081	619	77.1%
Golf Cart	250	-	155	155	95	62.0%
Backflow Assembly Testing	170	_	-		170	0.0%
Gym Wipes	3,000	1,140	_	1,140	1,860	38.0%
Misc-Holiday Lighting	8,650	8,650	_	8,650	-	100.0%
Misc-Special Events	3,000	399	_	399	2,601	13.3%

ACCOUNT DESCRIPTION	Annual Adopted Budget	Year to date Actual	Committed Funds	Total Projected Amount	Variance To Budget Fav (UnFav)	Total Projected As a % of Budget
Misc-Licenses & Permits	835	70	-	70	765	8.4%
Entry System-Key Fob	1,500	1,139	-	1,139	361	75.9%
Office Supplies	20,000	1,245	-	1,245	18,755	6.2%
Janitorial Supplies	2,500	-	-	-	2,500	0.0%
Op Supplies - Clubhouse	500	-	-	-	500	0.0%
Food and Beverage	9,500	3,956	-	3,956	5,544	41.6%
Cleaning Supplies	5,500	2,155	-	2,155	3,345	39.2%
Water Cooler	3,000	368	-	368	2,632	12.3%
Electrical Supplies	3,000	-	-	-	3,000	0.0%
Reserve - Equipment	2,000	-	-	-	2,000	0.0%
Total Other Expenses	67,260	20,197	1,381	21,578	45,682	32.1%
Contingency						
Misc-Contingency	139,376	-	69,668	69,668	69,708	50.0%
Capital Reserve	78,348		9,512	9,512	68,836	12.1%
Total Contingency	217,724		79,180	79,180	138,544	36.4%
TOTAL EXPENDITURES	2,548,469	753,646	1,104,183	1,857,829	690,640	72.9%
Excess (deficiency) of revenues						
Over (under) expenditures		1,640,466	(893,291)	747,175	747,175	
Net change in fund balance		1,640,466	(893,291)	747,175	747,175	
FUND BALANCE, BEGINNING (OCT 1, 2019)	1,406,031	1,406,031	-	1,406,031	-	
FUND BALANCE, ENDING	\$ 1,406,031	\$ 3,046,497	(\$893,291)	\$2,153,206	\$747,175	

Monterra Community Development District

Debt Service

January 31, 2020

	ANNUAL DOPTED	YEAR TO DATE		YEAR TO DATE		VARIANCE (\$)	
ACCOUNT DESCRIPTION	 BUDGET		BUDGET	ACTUAL		FAV(UNFAV)	
REVENUES							
Interest - Investments	\$ -	\$	-	\$	113	\$	113
Special Assmnts- CDD Collected	383,250		114,125		114,125		=
TOTAL REVENUES	383,250		114,125		114,238		113
EXPENDITURES							
Debt Service							
Principal Debt Retirement	155,000		-		=		=
Interest Expense	 228,250		114,125		114,125		-
Total Debt Service	 383,250		114,125		114,125		
TOTAL EXPENDITURES	383,250		114,125		114,125		-
Excess (deficiency) of revenues							
Over (under) expenditures	 		-		113		113
Net change in fund balance	\$ <u>-</u>	\$	<u>-</u>	\$	113	\$	113
FUND BALANCE, BEGINNING (OCT 1, 2019)	3,571		3,571		3,571		
FUND BALANCE, ENDING	\$ 3,571	\$	3,571	\$	3,684		

ACCOUNT DESCRIPTION	A	ANNUAL ADOPTED BUDGET	AR TO DATE BUDGET	YEAR TO DATE ACTUAL		RIANCE (\$) V(UNFAV)
REVENUES						
Interest - Investments	\$	-	\$ -	\$	2,345	\$ 2,345
Special Assmnts- Tax Collector		1,075,066	956,472		923,593	(32,879)
Special Assmnts- Discounts		(43,003)	(38,216)		-	38,216
TOTAL REVENUES		1,032,063	918,256		925,938	7,682
EXPENDITURES						
Financial and Administrative						
Misc-Assessmnt Collection Cost		21,501	 19,107		-	 19,107
Total Financial and Administrative		21,501	 19,107		-	19,107
<u>Debt Service</u>						
Principal Debt Retirement		605,000	-		=	=
Interest Expense		412,013	206,007		206,006	1
Total Debt Service		1,017,013	 206,007		206,006	 1
TOTAL EXPENDITURES		1,038,514	225,114		206,006	19,108
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				.,
Excess (deficiency) of revenues						
Over (under) expenditures		(6,451)	 693,142		719,932	 26,790
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		(6,451)	-		-	-
TOTAL FINANCING SOURCES (USES)		(6,451)	-		-	-
Net change in fund balance	\$	(6,451)	\$ 693,142	\$	719,932	\$ 26,790
FUND BALANCE, BEGINNING (OCT 1, 2019)		513,834	513,834		513,834	
FUND BALANCE, ENDING	\$	507,383	\$ 1,206,976	\$	1,233,766	

Monterra Community Development District

Supporting Schedules

January 31, 2020

1,010,561 28.39%

> 106,664 730,164 39,761 24,535 22,468 923,593 91.4% 86,968

Non-Ad Valorem Special Assessments Broward County Tax Collector - Collection Report

For the Fiscal Year Ending September 30, 2020

TOTAL - ALL PRODUCT TYPES

								Allocation by Fun	d
			Gross	(Discounts)/	(Collection	Net Amount	General	Series 2005	Series 2015
Date	Description	Α	mount (1)	Penalties	Cost)	Received (2)	Fund	DS	DS
ASSESSMEN' Allocation %	TS LEVIED FY 2020	\$	3,786,204 100%			\$ 3,559,031 100%	\$ 2,548,469 71.61%	· ·	\$ 1,010,56 28.39
11/21/2019	11/1 - 11/14/18		373,038	(15,106)	(6,961)	350,971	244,306	_	106,66
12/7/2018	11/1 - 11/30/18		2,684,160	(107,366)	(51,309)	2,525,486	1,795,321	-	730,16
12/12/2018	12/01 - 12/05/18		120,285	(4,539)	(2,220)	113,526	73,764	-	39,76
12/28/2018	12/06 - 12/19/18		203,617	(7,464)	(1,717)	194,436	169,901	-	24,53
1/15/2019	12/01 - 12/31/18		80,741	(2,422)	(1,566)	76,752	54,284	-	22,46
TOTAL		\$	3,461,840	\$ (136,898)	\$ (63,773)	\$ 3,261,170	\$ 2,337,577	\$ -	\$ 923,59
	% Collec	cted	91.4%			91.6%	91.7%	0.0%	91.4
TOTAL OUTS	STANDING	\$	324,364			\$ 297,861	\$ 210,893	\$ -	\$ 86,96

- (1) Amount Levied As Certified on Tax Collector Recap DR-502 from Broward.Org website.
- (2) Levied amount less 6% for early payment discount (4%) and Broward County collection fees (2%)

TOTAL - BREAKDOWN BY PRODUCT TYPE

Product	Product	Amount	Net Amount	Net Amount	Net Amount
Code	Description	Levied	Levied	Received	Outstanding
MR	MultiFamily - 2F	125,194	117,682	117,782	-100
MS	Townhome - 2F	246,033	231,271	225,394	5,877
MT	SF 34'	230,903	217,049	211,178	5,871
MU	SF 34' -La Costa	118,691	111,570	105,788	5,782
MV	SF 50'	1,232,782	1,158,815	1,037,708	121,107
MW	SF 50'- Bella Terra	238,015	223,734	205,459	18,276
MX	SF 65'	814,017	765,176	659,640	105,535
MY	SF 65' Estada	392,899	369,325	345,137	24,187
MZ	Townhome - 2H	245,695	230,953	216,787	14,167
MN	Commercial	141,976	133,457	136,297	-2,840
TOTAL		\$ 3,786,204	\$ 3,559,032	\$ 3,261,170	\$ 297,862

Non-Ad Valorem Special Assessments - CDD Collected (Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2020

Date Description		Gross Amount		(Discounts)/ Penalties	(Collection Cost)	Net Amount Received	
ASSESSMENT Allocation %	TS LEVIED FY 2020	\$	383,250			\$ 383,250	
10/15/2019	2005 DS 1st Installment		114,125	-	-	114,125	
TOTAL		\$	114,125	\$ -	\$ -	\$ 114,125	

Allocation by Fund										
General	Series 2005			Series 2015						
Fund		DS		DS						
\$ -	\$	383,250	\$	-						
		114,125								
\$ -	\$	114,125	\$	-						
0%		30%		0%						

% Collected	30%
TOTAL OUTSTANDING \$	269,125

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2020

	Oct Actual	Nov Actual	Dec Actual	Jan Actual	YTD Total
Account Description	Actual	Actual	Actual	Actual	lotai
Total Revenues	3,732	253,042	2,075,298	62,038	2,394,112
<u>Expenditures</u>					
Administrative	3,019	34,180	5,982	2,264	45,445
Property management and security	43,651	44,450	44,325	44,548	176,974
Maintenance: Gate/Fence	4,519	1,339	5,844	2,377	14,079
Maintenance: Lakes	8,481	9,783	13,503	13,641	45,408
Maintenance: Landscape/Hardscape	56,671	78,554	118,090	67,018	320,333
Maintenance: Pool	1,400	1,400	1,582	1,400	5,782
Maintenance: Other	15,564	6,479	15,033	15,999	53,075
Utilities	13,853	23,629	16,776	18,094	72,352
Other Expenses	1,412	3,659	11,330	3,794	20,195
Contingency	-	-	-	-	-
Total Expenditures	148,570	203,473	232,465	169,135	753,646
Excess (deficiency) of revenues					
Over (under) expenditures	(144,838)	49,569	1,842,833	(107,097)	1,640,466

Cash and Investment Report January 31, 2020

Investment Type General Fund	Bank Name	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating	Suntrust	N/A	0.00%	\$ 1,463,535
SBA Excess Funds #2511	Florida Prime	N/A	2.56%	2,240,691
SBA Capital Reserve #2400	Florida Prime	N/A	2.56%	363,362
			Subtotal SBA	2,604,053
			GF Subtotal	4,067,588
Investment Type Debit Service				
Fund 201				
2005A SERIES REVENUE ACCOUNT	Wells Fargo	N/A	0.16%	382
2005A SERIES INTEREST ACCOUNT	Wells Fargo	N/A	0.17%	49
2005A SERIES SINKING FUND	Wells Fargo	N/A	0.19%	47
2005A SERIES RESERVE ACCOUNT	Wells Fargo	N/A	0.13%	8
2005A SERIES PREPAYMENT ACCOUNT	Wells Fargo	N/A	0.16%	3,198
			Total Fund 201	3,684
<u>Fund 202</u>				
2015 SERIES REVENUE ACCOUNT	Wells Fargo	N/A	0.16%	43,316
2015 SERIES PRINCIPAL ACCOUNT	Wells Fargo	N/A	0.16%	264
2015 SERIES INTEREST ACCOUNT	Wells Fargo	N/A	0.16%	100
2015 SERIES RESERVE FUND	Wells Fargo	N/A	0.16%	254,444
2015 SERIES REDEMPTION ACCOUNT	Wells Fargo	N/A	0.16%	12,049
			Total Fund 202	310,172
			DS Subtotal	313,856
			Grand Total	\$ 4,381,445

Accrued Expenses

January 31, 2020

<u>Vendor</u>	Service Period	<u>Description</u>		<u> 4</u>	Amount
5 Star Pools, Inc	Jan	Pool Repair / Monthly Maintenance		\$	1,675
ASAP Gate Plus	Jan	Gate / Fence Repair			517
Brightview Landscaping	Jan	Landscape Replacement			2,550
FPL	Jan	Electric - Various			15,102
Kent Security	Jan	Monthly Security			24,166
Magical Displays	Jan	Christmas Lighting Deposit			4,325
Office Depot	Jan	Office Supplies			238
Tropical Plant and Pest Svcs	Jan	Pest Control and Fertilization Svcs			3,265
Viss Technology	Jan	Monthly Monitoring			250
			Grand Total	\$	52,088

(Summary, aged as of January 31, 2020) Aged by due date.

				Amounts		
No.	Name	Balance Due	Current Up	To 30 Days	31 - 60 Days	Over 60 Days
V00002	AT&I	Phone:	(866) 436-3516	Contact:		
	Total Amount Due	599.00	0.00	510.00	89.00	0.00
			0.00%	100.00%	0.00%	0.00%
V00007	COMCAST - ACH	Phone:		Contact:		
	Total Amount Due	459.36	0.00	459.36	0.00	0.00
			0.00%	100.00%	0.00%	0.00%
V00008	City of Cooper City - ACH	Phone:		Contact:		
	Total Amount Due	404.40	0.00	404.40	0.00	0.00
			0.00%	100.00%	0.00%	0.00%
V00016	Research Irrigation, Inc	Phone:	(305)863-9390	Contact:		
	Total Amount Due	120.18	0.00	120.18	0.00	0.00
			0.00%	100.00%	0.00%	0.00%
V00020	Tropical Plant and Pest Services	Phone:		Contact:		
	Total Amount Due	17,072.68	0.00	8,739.34	8,333.34	0.00
			0.00%	100.00%	0.00%	0.00%
V00022	Zogics, LLC	Phone:		Contact:		
	Total Amount Due	259.90	0.00	259.90	0.00	0.00
			0.00%	100.00%	0.00%	0.00%
V00023	People's Choice Pressure Cleaning	Phone:	(954) 445-8033	Contact: A	LL COUNTIES	
	Total Amount Due	5,165.00	0.00	5,165.00	0.00	0.00
		2,.22.22	0.00%	100.00%	0.00%	0.00%
V00024	Billing, Cochran, Lyles,	Phone:		Contact:		
	Total Amount Due	2,100.00	0.00	0.00	2,100.00	0.00
			0.00%	0.00%	100.00%	0.00%
V00026	PETTY CASH	Phone:		Contact: P	ETTY CASH	
	Total Amount Due	353.42	353.42	0.00	0.00	0.00
			100.00%	0.00%	0.00%	0.00%
V00029	ASAP GATE PLUS, LLC	Phone:	954.538.3626	Contact:		
	Total Amount Due	430.00	0.00	0.00	0.00	430.00
	. J.a., mount but	400.00	0.00%	0.00%	0.00%	100.00%
V00052	ULTIMATE WATER LLC	Phone:		Contact:		

(Summary, aged as of January 31, 2020)

, , ,	, , ,			Aged Overdue	e Amounts	
No.	Name	Balance Due	Current	Up To 30 Days	31 - 60 Days	Over 60 Days
	Total Amount Due	312.30	312.30	0.00	0.00	0.00
			100.00%	0.00%	0.00%	0.00%
V00073	HIQ SERVICES CORP.	Phone: 7	754-245-8422	Contact:		
	Total Amount Due	1,200.00	1,200.00	0.00	0.00	0.00
			100.00%	0.00%	0.00%	0.00%
V00082	SMOOTH SLIDERS INC	Phone:		Contact:		
	Total Amount Due	95.00	0.00	95.00	0.00	0.00
			0.00%	100.00%	0.00%	0.00%
V00088	BRIGHTVIEW LANDSCAPING	Phone:		Contact:		
	Total Amount Due	35,206.71	3,908.00	31,298.71	0.00	0.00
			100.00%	0.00%	0.00%	0.00%
	Report Total Amount Due (USD)	63,777.95	5,773.72	47,051.89	10,522.34	430.00
			9.42%	77.45%	10.90%	2.23%

Payment Register by Fund For the Period from 1/1/2020 to 1/31/2020 (Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<u>GENE</u>	RAL FU	ND - 001	<u>I</u>					
001	7321	01/28/20	A&A PLAYGROUND SERVICES	31925	REMOVE & REINSTALL SHADE FABRIC	R&M-General	546001-53970	\$3,600.00
001	7295	01/09/20	A-ADVANCED FIRE & SAFETY, INC.	Y 61930	2 FIRE SAFETY CERTIFICATES/MAINT	R&M-General	546001-53970	\$35.00
001	7317	01/23/20	AARDVARK LOCK & SAFE INC.	TERRA-011520	GLASS DOOR REPAIR - PANIC DEVICE	R&M-General	546001-53970	\$149.95
001	7305	01/16/20	ASAP GATE PLUS, LLC	20203360	CAPISTRANO FENCE REPAIR	2019-2020	546025-53950	\$300.00
001	7315	01/23/20	ASAP GATE PLUS, LLC	20203430	CAPISTRANO 8310 NW 39 CT. FENCE REPAIR	2019-2020	546025-53950	\$300.00
001	7315	01/23/20	ASAP GATE PLUS, LLC	20203432	BELLA TERRA 8541 NW 38TH ST FENCE REPAIR	2019-2020	546025-53950	\$300.00
001	7315	01/23/20	ASAP GATE PLUS, LLC	20203431	STIRLING ROAD GATE #14 REPAIR	2019-2020	546025-53950	\$125.00
001	7289	01/07/20	AT&I	WO-021491	SWING GATE REPR SHERIDAN EXIT	2019-2020	546034-53950	\$89.00
001	7292	01/09/20	AT&I	WO-021617	GATE REPR SERVICE - PINE ISL GATE	2019-2020	546034-53950	\$90.00
001	7292	01/09/20	AT&I	WO-021568	VISTA DEL SOL READER REPAIR	2019-2020	546034-53950	\$90.00
001	7300	01/16/20	AT&I	23615	GATE PREVENTIVE MAINT JAN 2020	2019-2020	546034-53950	\$340.00
001	7300	01/16/20	AT&I	WO-021694	SAFETY FOAM PADDING FOR SPRINT ARMS	2019-2020	546034-53950	\$424.00
001	7320	01/28/20	AT&I	WO-021781	PINE ISLAND GATE REPAIR RIGHT SIDE	2019-2020	546034-53950	\$858.76
001	7320	01/28/20	AT&I	WO-021791	REPAIR CALL BOX UNIVERSITY ENTRANCE	2019-2020	546034-53950	\$90.00
001	7320	01/28/20	AT&I	WO-021820	UNIVERSITY GATE CALL BOX TRBLESHT	2019-2020	546034-53950	\$93.00
001	7332	01/28/20	BFT LP	42861416	50 WELCOME FOLDERS	Office Supplies	551002-53980	\$152.00
001	7290	01/07/20	BRIGHTVIEW LANDSCAPING	6610590	DEC LANDSCAPE MAINTENANCE	Landscape Maintenance	546300-53960	\$695.40
001	7290	01/07/20	BRIGHTVIEW LANDSCAPING	6610590	DEC LANDSCAPE MAINTENANCE	Landscape Maintenance	546300-53960	\$15,996.96
001	7290	01/07/20	BRIGHTVIEW LANDSCAPING	6610590	DEC LANDSCAPE MAINTENANCE	Landscape Maintenance	546300-53960	\$4,868.64
001	7290	01/07/20	BRIGHTVIEW LANDSCAPING	6610590	DEC LANDSCAPE MAINTENANCE	Landscape Maintenance	546300-53960	\$13,215.00
001	7290	01/07/20	BRIGHTVIEW LANDSCAPING	6610590	DEC LANDSCAPE MAINTENANCE	Retainage Payable	205500	(\$3,477.29)
001	7310	01/16/20	BRIGHTVIEW LANDSCAPING	6645278	REMOVE SHRUBS TARAMEA & VISTA DEL SOL	Landscape Replacement	546338-53960	\$384.00
001	7310	01/16/20	BRIGHTVIEW LANDSCAPING	6645296	REMOVE MULCH CLUBHOUSE/POOL AREA	R&M-Mulch	546059-53960	\$367.40
001	7310	01/16/20	BRIGHTVIEW LANDSCAPING	6564776A	PAY ONE MONTH RETAINAGE	Retainage Payable	205500	\$3,477.60
001	7329	01/28/20	BRIGHTVIEW LANDSCAPING	6520889 A	PAY OCTOBER RETAINAGE	Retainage Payable	205500	\$3,477.60
001	7293	01/09/20	Castle Group	MGT-010120-160	CONTRACT MGMNT/SUPPLIES	WO 1737-1737	546190-53970	\$1,250.00
001	7293	01/09/20	Castle Group	MGT-010120-160	CONTRACT MGMNT/SUPPLIES	WO 1737-1737	534200-51320	\$4,333.25
001	7293	01/09/20	Castle Group	MGT-010120-160	CONTRACT MGMNT/SUPPLIES	WO 1737-1737	546190-53970	\$392.25
001	7293	01/09/20	Castle Group	MGT-010120-160	CONTRACT MGMNT/SUPPLIES	WO 1737-1737	546190-53970	\$1,046.00
001	7293	01/09/20	Castle Group	MGT-010120-160	CONTRACT MGMNT/SUPPLIES	WO 1737-1737	534202-51320	\$9,403.75
001	7293	01/09/20	Castle Group	MGT-010120-160	CONTRACT MGMNT/SUPPLIES	WO 1737-1737	546190-53970	\$2,832.92
001	7293	01/09/20	Castle Group	MGT-010120-160	CONTRACT MGMNT/SUPPLIES	WO 1737-1737	534201-51320	\$2,224.75
001	7336	01/31/20	CLIFFORD R. RISLEY	INV-3766	ALUMINUM POOL SIGN	R&M-General	546001-53970	\$646.50
001	7311	01/16/20	ESTATE MANAGEMENT SERVICES, INC	12949	JAN MONTHLY POND SERVICES	Lake & Wetlands Maintenance	546366-53955	\$4,459.00
001	7328	01/28/20	HIQ SERVICES CORP.	20-007	PAVER REPAIR SERVICE	R&M-General	546001-53970	\$1,200.00
001	7335	01/31/20	HIQ SERVICES CORP.	20-010	PAVER REPAIRS CAPISTRANO	R&M-General	546001-53970	\$600.00
001	7333	01/31/20	INFRAMARK, LLC	48263	JAN MANAGEMENT FEES	DOMAIN RENEWALS	531094-51302	\$120.17
001	7333	01/31/20	INFRAMARK, LLC	48263	JAN MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51320	\$4,420.42
001	7333	01/31/20	INFRAMARK, LLC	48263	JAN MANAGEMENT FEES	Printing and Binding	547001-51302	\$21.40
001	7333	01/31/20	INFRAMARK, LLC	48263	JAN MANAGEMENT FEES	Postage and Freight	541006-51302	\$22.50

Payment Register by Fund For the Period from 1/1/2020 to 1/31/2020 (Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	7304	01/16/20	KENT SECURITY OF PALM BEACH, INC.	20033538	DECEMBER SECURITY SERVICES	Security	534203-51320	\$24,166.44
001	7331	01/28/20	M&J ECOLOGICAL, LLC	MCDD04	12/15-1/14/20 ANIMAL TRAPPING	R&M-Pest Control	546070-53960	\$4,279.00
001	7294	01/09/20	Magical Displays	RACDD-121619	BALANCE HOLIDAY LIGHTING	Misc-Holiday Lighting	549028-53980	\$2,162.50
001	7294	01/09/20	Magical Displays	RACDD-121619	BALANCE HOLIDAY LIGHTING	Misc-Holiday Lighting	549028-53980	\$2,162.50
001	7299	01/09/20	MARIA MIHAILOVSCHI	123119	DEC PETTY CASH	Misc-Special Events	549052-53980	\$78.95
001	7299	01/09/20	MARIA MIHAILOVSCHI	123119	DEC PETTY CASH	Gym Equipment Maintenance	534159-53970	\$142.56
001	7299	01/09/20	MARIA MIHAILOVSCHI	123119	DEC PETTY CASH	R&M-General	546001-53970	\$84.38
001	7302	01/16/20	OFFICE DEPOT	419091480001	POUCH/LAMINATING/SCRAPER	Cleaning Supplies	552077-53980	\$17.88
001	7302	01/16/20	OFFICE DEPOT	419091480001	POUCH/LAMINATING/SCRAPER	Office Supplies	551002-53980	\$42.45
001	7302	01/16/20	OFFICE DEPOT	415532130002	CLEANER/POLOIL/STAINLESS	Cleaning Supplies	552077-53980	\$24.87
001	7302	01/16/20	OFFICE DEPOT	419091641001	GUM&ADHENSIVE/REMOVER	Cleaning Supplies	552077-53980	\$12.39
001	7302	01/16/20	OFFICE DEPOT	391492587001	AIR FRESHNER	Cleaning Supplies	552077-53980	\$34.39
001	7302	01/16/20	OFFICE DEPOT	422354332001	OFFICE SUPPLIES	Office Supplies	551002-53980	\$60.94
001	7314	01/22/20	OFFICE DEPOT	395362452001	TAPE	Office Supplies	551002-53980	\$52.23
001	7318	01/27/20	OFFICE DEPOT	422356114001	10L - STEP CAN	Office Supplies	551002-53980	\$81.98
001	7318	01/27/20	OFFICE DEPOT	425931889001	DUCT TAPE/PAPER/BATTERY/CORRECTION	Office Supplies	551002-53980	\$50.66
001	7322	01/28/20	OFFICE DEPOT	427139622001	sBRUTE CONTAINER YELLOW	R&M-General	546001-53970	\$43.49
001	7322	01/28/20	OFFICE DEPOT	427139638001	TOWELS/CLEANER/POLISH/OFFICE SUPPLIES	Cleaning Supplies	552077-53980	\$371.35
001	DD216	01/02/20	XEROX FINANCIAL SERVICES LLC - ACH	1878279	COPIER LEASE METER READ	2019-2020	544008-53980	\$153.13
001	DD215	01/07/20	City of Cooper City - ACH	121819 ACH	11/18- 12/17/19 WTR UTILITY ACH	Guardhourses water	543018-53975	\$308.66
001	DD214	01/07/20	FPL - ACH	121819-ACH	11/18-12/18/19 ELEC ACH	Electricity - Pump Station	543012-53975	\$590.28
001	DD214	01/07/20	FPL - ACH	121819-ACH	11/18-12/18/19 ELEC ACH	Electricity - Streetlighting	543013-53975	\$1,326.28
001	DD214	01/07/20	FPL - ACH	121819-ACH	11/18-12/18/19 ELEC ACH	Electricity - Pump Station	543012-53975	\$1,770.85
001	DD214	01/07/20	FPL - ACH	121819-ACH	11/18-12/18/19 ELEC ACH	Electricity - Streetlighting	543013-53975	\$3,978.84
001	DD214	01/07/20	FPL - ACH	121819-ACH	11/18-12/18/19 ELEC ACH	Electricity - Streetlighting	543013-53975	\$28.16
001	DD214	01/07/20	FPL - ACH	121819-ACH	11/18-12/18/19 ELEC ACH	Electricity - Pump Station	543012-53975	\$1,574.09
001	DD214	01/07/20	FPL - ACH	121819-ACH	11/18-12/18/19 ELEC ACH	Electricity - Streetlighting	543013-53975	\$3,536.74
001	DD214	01/07/20	FPL - ACH	121819-ACH	11/18-12/18/19 ELEC ACH	Electricity - Entrance	543008-53975	\$562.96
001	DD214		FPL - ACH	121819-ACH	11/18-12/18/19 ELEC ACH	Electricity	543075-53975	\$1,720.25
001	DD214	01/07/20	FPL - ACH	121819-ACH	11/18-12/18/19 ELEC ACH	Electric - Monuments	543054-53975	\$44.09
001	DD224	01/20/20	XEROX FINANCIAL SERVICES LLC - ACH	1918737 ACH	12/21-1/20/20 COPIER LEASE	2019-2020	544008-53980	\$153.13
001	DD222	01/20/20	COMCAST - ACH	122619-6934 ACH	01/6-2/5/20 SERVICE #8495752511016934	Communication - Telephone	541003-53975	\$211.47
001	DD218	01/16/20	COMCAST - ACH	122119-4707 ACH	JANUARY SERVICES	Communication - Telephone	541003-53975	\$157.37
001	DD219	01/16/20	COMCAST - ACH	122119-0131 ACH	12/30-01/29/20 SERVICE ACH	Communication - Telephone	541003-53975	\$183.37
001	DD220	01/16/20	COMCAST - ACH	94068308	JANUARY SERVICE	Communication - Telephone	541003-53975	\$168.33
001	DD220	01/16/20	COMCAST - ACH	94068308	JANUARY SERVICE	Communication - Telephone	541003-53975	\$292.48
001	DD223	01/20/20	COMCAST - ACH	122619-4432 ACH	01/6-2/5/20 SERVICE ACH	Communication - Telephone	541003-53975	\$148.35
001	DD221	01/16/20	COMCAST - ACH	010220-6762 ACH	01/10-02/09/20 SERVICE ACH	Communication - Telephone	541003-53975	\$554.32
001	7303	01/16/20	Research Irrigation, Inc	37396	DEC 2019 MAINTENANCE MATERIAL	Irrigation Repairs & Replacem.	546932-53960	\$1,299.25
001	7303	01/16/20	Research Irrigation, Inc	37396	DEC 2019 MAINTENANCE MATERIAL	Irrigation Repairs & Replacem.	546932-53960	\$426.00
001	7303	01/16/20	Research Irrigation, Inc	37396	DEC 2019 MAINTENANCE MATERIAL	Irrigation Repairs & Replacem.	546932-53960	\$74.00
001	7303	01/16/20	Research Irrigation, Inc	37425	JAN 2020 VALVE MAINTENANCE	Irrigation Maintenance	546930-53960	\$3,295.00

Payment Register by Fund For the Period from 1/1/2020 to 1/31/2020 (Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	7303	01/16/20	Research Irrigation, Inc	37426	JAN 2020 IRR MAINT	Irrigation Maintenance	546930-53960	\$1,044.00
001	7303	01/16/20	Research Irrigation, Inc	37426	JAN 2020 IRR MAINT	Irrigation Maintenance	546930-53960	\$1,175.00
001	7303	01/16/20	Research Irrigation, Inc	37426	JAN 2020 IRR MAINT	Irrigation Maintenance	546930-53960	\$391.00
001	7306	01/16/20	RUST TECH SERVICES, INC.	194821	WELL WTR STAINING SERVICE	WO 1964-1964	546193-53960	\$360.00
001	7306	01/16/20	RUST TECH SERVICES, INC.	194821	WELL WTR STAINING SERVICE	WO 1964-1964	546193-53960	\$320.00
001	7306	01/16/20	RUST TECH SERVICES, INC.	194821	WELL WTR STAINING SERVICE	WO 1964-1964	546193-53960	\$120.00
001	7330	01/28/20	SOLITUDE LAKE MANAGEMENT LLC	PI-A00301334	AERATOR REPAIRS	R&M-General	546001-53970	\$1,163.58
001	7296	01/09/20	SPECIALIZED HOME ELECTRONICS	189541	JAN GRD HSE RADIO MONITORING	R&M-General	546001-53970	\$39.95
001	7307	01/16/20	SPECIALIZED HOME ELECTRONICS	189724	ALARM MONITORING	Fire Alarm Monitoring	531082-53980	\$109.80
001	7291	01/07/20	STATE BOARD OF ADMINISTRATION	122619	XFER FUNDS TO MMA - PRIME #2511	Cash With Fiscal Agent	103000	\$2,750,000.00
001	7308	01/16/20	SULLIVAN ELECTRIC & PUMP INC	12645	CAPISTRANO PUMP 20HP REPAIRS	R&M-Pump Station	546075-53955	\$5,516.72
001	7319	01/27/20	SULLIVAN ELECTRIC & PUMP INC	S-3773	SHERIDAN ST IRR PUMP REPAIR	Irrigation Repairs & Replacem.	546932-53960	\$408.00
001	7312	01/20/20	THE GYM DOC FITNESS REPAIR LLC	6182	JAN GYM EQUIP MAINTENANCE	2019-2020	534159-53970	\$175.00
001	7323	01/28/20	THE GYM DOC FITNESS REPAIR LLC	6304	LEFT SIDE TREADMILL SERVICE	2019-2020	534159-53970	\$65.00
001	7323	01/28/20	THE GYM DOC FITNESS REPAIR LLC	6320	REPAIRED MOTOR CONTROLLER	Gym Equipment Maintenance	534159-53970	\$465.00
001	7298	01/09/20	TINLOF TECHNOLOGIES, INC	AR1352	DEC COPIES	Lease - Copier	544008-53980	\$90.91
001	7324	01/28/20	Total Entry Control	36690	GATE REPAIR	2019-2020	546034-53950	\$238.00
001	7313	01/20/20	Tropical Plant and Pest Services	1082020MONT	RAT BAIT STATIONS/MAINTENANCE	R&M-General	546001-53970	\$138.00
001	7325	01/28/20	Tropical Plant and Pest Services	1142020MMR	CLUB HOUSE RAT PROOFING	R&M-General	546001-53970	\$225.00
001	7316	01/23/20	ULTIMATE WATER LLC	100019466-1	WATER COOLER RELATED MAINT	Water Cooler	552093-53980	\$45.95
001	7316	01/23/20	ULTIMATE WATER LLC	100019466-1	WATER COOLER RELATED MAINT	Water Cooler	552093-53980	\$45.95
001	7316	01/23/20	ULTIMATE WATER LLC	PR-68644	COFFEE SUPPLIES	Food & Beverage	552076-53980	\$385.78
001	7327	01/28/20	ULTIMATE WATER LLC	100014154-12	WATER COOLER MAINTENANCE	Water Cooler	552093-53980	\$45.95
001	7327	01/28/20	ULTIMATE WATER LLC	100014154-12	WATER COOLER MAINTENANCE	Water Cooler	552093-53980	\$45.95
001	7327	01/28/20	ULTIMATE WATER LLC	100014154-11	NOV 2 WATER COOLER RENTALS	Water Cooler	552093-53980	\$45.95
001	7327	01/28/20	ULTIMATE WATER LLC	100014154-11	NOV 2 WATER COOLER RENTALS	Water Cooler	552093-53980	\$45.95
001	7327	01/28/20	ULTIMATE WATER LLC	100014154-10	2 WATER COOLER RENTALS - OCTOBER	Water Cooler	552093-53980	\$45.95
001	7327	01/28/20	ULTIMATE WATER LLC	100014154-10	2 WATER COOLER RENTALS - OCTOBER	Water Cooler	552093-53980	\$45.95
001	7334	01/31/20	ULTIMATE WATER LLC	PR-69298	COFFEE / HOT CHOCOLATE SUPPLIES	Food & Beverage	552076-53980	\$527.95
001	7297	01/09/20	UNIFIED TECHNOLOGY GROUP, LLC	INV-092987	JAN-MAR QUARTERLY SERVICE	IT Maintenance	546192-53970	\$525.00
001	7301	01/16/20	WASTE MANAGEMENT INC	1218918-2237-5	JAN WASTE SERVICE	Utility - Refuse Removal	543020-53975	\$412.37
001	7309	01/16/20	WELCH TENNIS COURTS, INC	55239	MIRACLE SWEEP UNIT	R&M-General	546001-53970	\$70.19
001	7326	01/28/20	Zogics, LLC	125371	WELLNESS CENTER WIPES	2019-2020	546961-53980	\$99.95
							Fund Total	\$2,899,875.09
							Total Checks Paid	\$2,899,875.09

al Checks Paid \$2,899,875.09

Summary Contract Schedule - Quarterly Cash Flow

As of January 31, 2020

	Estimated	Spending by 0	Quarter				
Projects	Q2	Q3	Q4	Total	Budget Acct No.	Budget Line Description	
Approved / Committed Contracts							
Reoccurring Services							
A/C Maintenance	\$560	\$560	\$560	\$1,680	546194-53970	A/C Maintenance	
Annuals - Flowers	-	4,950	4,950	9,900	546339-53960	Annuals - Flowers	
Auditing Services	4,000	-	-	4,000	532002-51302	Auditing Services	
Field Services	42,966	64,449	64,449	171,864	Multiple	Multiple	
Gym - R&M	350	525	525	1,400	534159-53970	Gym Equipment Maintenance	
Irrigation Maintenance	12,610	18,915	19,494	51,019	546930-53960	Irrigation Maintenance	
Lake & Wetlands Maintenance	8,918	13,377	13,377	35,672	546366-53955	Lake & Wetlands Maintenance	
Landscaping	69,661	104,492	104,492	104,492 278,645 5463		Landscape Maintenance	
Management Services	8,841	13,261	13,261	35,363	531027-51320	ProfServ-Mgmt Consulting Serv	
Office Equipment	306	459	459	1,225	551002-53980	Office Supplies	
Pest Control	30,585	45,877	45,877	122,339	Multiple	Multiple	
Pool / Fountain - R&M	3,350	5,025	5,025	13,400	546074-53965	R&M-Pools	
Pressure washing	10,330	15,495	15,495	41,320	546171-53960	R&M-Pressure Washing	
Refuse Service	798	1,198	1,198	3,194	543018-53975	Utility - Water	
Rust Control	1,600	2,400	2,400	6,400	546193-53960	Rust Control	
Security Services	47,434	71,151	71,151	189,736	534203-51320	Security	
Subtotal	\$242,309	\$362,134	\$362,713	\$967,157			
Project / One-time R&M Costs							
Gate - R&M	\$2,687	\$5,611	\$5,611	\$13,908	546034-53950	R&M-Gate	
Engineering	1,472	1,472	1,472	4,415	531013-51302	Engineering Services	
Hydrology Study	3,223	3,223	3,223	9,668	531013-51302	SFWMD Water Use Permit	
Landscaping - Tree Replacement	26,803	33,167	33,167	93,136	Multiple	Multiple	
Pump Repairs	2,695	2,195	1,495	6,386	546075-53955	R&M-Pump Station	
Walls - R&M	3,171	3,171	3,171	9,514	568018-53985	Capital Reserve	
Subtotal	\$40,050	\$48,838	\$48,138	\$137,027			
GRAND TOTAL APPROVED	\$282,360	\$410,972	\$410,851	\$1,104,183			

Detailed Contract Schedule - (Approved / Committed)

As of January 31, 2020

Contractor / Vendor	actor / Vendor Project/Service Date Board Work Description of Approved Order # Project / Service		Account Code	Account Description	Annual Amount	Amount Spent YTD	Amount Remaining		
5 Star Pool	Pool / Fountain - R&M	10/1/2013	WO-1609-1609	Pool / Fountain Maintenance	546074-53965	R&M-Pools	\$20,100	\$6,700	\$13,400
5 Star Pool	Pool / Fountain - R&M	11/18/2019		Replace Entry Fountain Pump	546075-53955	R&M Pump Station	\$5,785	\$5,200	\$585
A/C Technologies	A/C Maintenance	9/14/2015	WO-1641-1641	Preventative Maintenance (2 times per yr / 5 A/C systems)	546194-53970	A/C Maintenance	\$1,920	\$240	\$1,680
AT&I Systems	Gate - R&M	10/25/2017	WO-1673-1673	Gates Preventative Maintenance	546034-53950	R&M-Gate	\$4,080	\$1,360	\$2,720
AT&I Systems	Gate - R&M	11/4/2017	WO-1705-1705	Entry Gates maintenance	546034-53950	R&M-Gate	\$17,920	\$6,732	\$11,188
Brightview Landscaping	Landscaping	5/21/2018	WO-1545-1545	Landscaping	546300-53960	Landscape Maintenance	\$417,968	\$139,323	\$278,645
Brightview Landscaping	Annuals - Flowers	8/20/2018		Annuals - Flowers	546339-53960	Landscape Replacement	\$10,738	\$838	\$9,900
Brightview Landscaping	Landscaping	2/18/2019	Project	Tree Replacement & Removal	546099-53960	Landscape Replacement	\$39,500	\$6,364	\$33,136
Castle Group, LLC	Field Services	2/28/2017	WO-1737-1737	Management Fees	534200-51320/ 534201-51302/ 534202-51302/ 534159-53970/ 546190-53970	Onsite Maintenance & Property Management / Attendant / Gym Equip Maint. / Janitorial Maint. / Golf Cart	\$257,795	\$85,932	\$171,863
East Coast Mulch	Mulch Services	11/18/2019		Mulch Services	546059-53960	R&M Mulch	\$50,100	\$50,100	\$0
Estate Management Services	Lake & Wetlands Maintenance	9/16/2019		Lake Maintenance	546366-53955	Lake & Wetlands Maintenance	\$53,508	\$17,836	\$35,672
Geology & Groundwater Consultants	Hydrology Study	8/19/2019		SFWMD Water Use Permit	531013-51302	Hydrology Study	\$12,450	\$2,783	\$9,668
Grau & Associates	Auditing Services			Auditing Services	532002-51302	Auditing Services	\$4,000	\$0	\$4,000
HIQ Services Corp	Landscaping Projects	8/20/2018		Tree Replacement	546300-53960	Landscaping	\$60,000	\$0	\$60,000
Hoover Pump	R&M Pump Station	11/18/2019		1 YR. Flow Agreement	546075-53955	R&M Pump Station	\$5,379	\$1,600	\$3,779
The Gym Doc	Gym - R&M	5/18/2015	WO-1577-1577	Gym Source Preventative Maintenance	534159-53970	Gym Equipment Maintenance	\$2,100	\$700	\$1,400
Inframark	Management Services	10/25/2017	WO-1738-1738	District Management Services	531027-51320	ProfServ-Mgmt Consulting Serv	\$53,045	\$17,681	\$35,364
Kent Security of Palm Beach Inc.	Security Services	10/19/2015	WO-1770-1770	Security	534203-51320	Security	\$284,604	\$94,868	\$189,736

Detailed Contract Schedule - (Approved / Committed)

As of January 31, 2020

Contractor / Vendor	Project/Service Category	Date Board Approved	Work Order #	Description of Project / Service	Account Code	Account Description	Annual Amount	Amount Spent YTD	Amount Remaining
Magical Displays	Holiday Lights		One Time	Holiday Lights	549028-53980	Holiday Lights	\$8,650	\$8,650	\$0
M & J Ecological LLC	R&M Pest Control	8/19/2019		Iguana Control	546070-53960	R&M Pest Control	\$51,348	\$17,116	\$34,232
Miller, Legg & Associates, Inc.	Engineering	9/16/2019		Additional work authorization	531013-51302	Engineering	\$5,000	\$585	\$4,415
People's Choice	Walls - R&M	10/25/2017	WO-1835-1835	Columns and Perimeter wall painting	568018-53985	Capital Reserve	\$9,514	\$0	\$9,514
People's Choice	Pressure washing		WO-1867-1867	Pressure washing	546171-53960	R&M-Pressure Washing	\$61,980	\$20,660	\$41,320
Research Irrigation, Inc	Irrigation Maintenance		WO-1932-1932	Irrigation Maintenance	546930-53960	Irrigation Maintenance	\$70,860	\$23,620	\$47,240
Rust Tech Services	Rust Control		WO-1964-1964	Rust Control	546193-53960	Rust Control	\$9,600	\$3,200	\$6,400
Sullivan Pump & Electric	R&M-Pump Station	5/20/2019		Capistrano Irrigation pump repair	546075-53955	R&M-Pump Station	\$6,798	\$997	\$5,801
Tropical Plant and Pest Services	Pest Control		WO-2000-2000	Pest Control	546367-53955	Pest Control-Midge Lake Banks	\$32,160	\$10,720	\$21,440
Tropical Plant and Pest Services	Pest Control	1/15/2018	WO-2032-2032	Pest Control	546070-53960	R&M-Pest Control	\$100,000	\$33,333	\$66,667
Waste Management	Refuse Service		WO-2064-2064	Refuse Service	543020-53975	Utility - Refuse Removal	\$4,790	\$1,597	\$3,194
Xerox	Office Equipment	2/19/2018	WO-2096-2096	Copier contract	551002-53980	Office Supplies	\$1,838	\$612	\$1,226

Total \$1,663,530 \$559,347 \$1,104,183

CAPITAL RESERVE PLAN

Fund Balance Report - (Fiscal Year 2020-2023)

										Estimated
	Balance as			ated		dditi	ons by Fisca	al Ye		salance as
Description	of FY2019		2020		2021		2022		2023	 of FY2023
Fund Balance										
Reserved Balances (Assigned)										
Operating Reserves	572,410		-		-		-		-	572,410
Clubhouse	80,654		50,000		50,000		50,000		50,000	280,654
Gates/Guardhouses	53,000		-		-		-		-	53,000
Hurricane	53,000		-		-		-		-	53,000
Irrigation System	53,000		50,000		50,000		50,000		-	203,000
Landscape	53,000		-		-		-		-	53,000
Lighting	26,500		-		-		-		-	26,500
Pools	53,000		15,000		-				-	68,000
Roads and Sidewalks	106,000		15,000		-		25,000		5,000	151,000
Security Features	53,000		-		-		-		-	53,000
Wall & Fence Perimeter	10,144		100,000		250,000		100,000		100,000	560,144
Total Fund Balance	\$ 1,113,708	\$	230,000	\$	350,000	\$	225,000	\$	155,000	\$ 2,073,708
All Other Fund Balances										
Unreserved Balance	292,323		-		<u>-</u> _		-			292,323
Total	292,323		-		-		-		-	 292,323
Cummulative Total	\$ 1,406,031	1	230,000		580,000		805,000		960,000	2,366,031

Note

¹⁾ The FY2019-20 Fund Balance changed by \$7,650 (increase) due to the reversal of the Eco Blue accruals.

Sixth Order of Business

SECURITY SERVICES AGREEMENT

THIS SECURITY SERVICES AGREEMENT is made and entered into this & day of Normalized Date"), by and between:

MONTERRA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Cooper City, Broward County, Florida, and whose address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"), and

KENT SECURITY OF PALM BEACH, INC., a Florida corporation, whose principal address is 14600 Biscayne Boulevard, North Miami Beach, Florida 33181 (the "Contractor").

Recitals

WHEREAS, the District was established for the purpose of purpose of planning, financing, constructing, installing, operating, and maintaining certain infrastructure, including but not limited to, certain water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, roads and roadway improvements, open space, clubhouse and recreational facilities, and related improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide security services for those certain lands and areas within the boundaries of the District, which lands are identified in <u>Exhibit A</u>, attached hereto and made a part hereof, which security services are as more particularly described in the Scope of Work and Contractor Representations, attached hereto and incorporated herein as <u>Exhibit B</u> (the "Scope of Work");

WHEREAS, Contractor has submitted its proposal, as amended, to provide Security Services to the District, said proposal, as supplemented, being attached hereto and incorporated herein as Exhibit C ("Contractor's Proposal"); and

WHEREAS, Contractor represents that it is qualified to serve as a security services contractor and has agreed to provide to the District those services identified in the Scope of Work, Contractor's Proposal and in this Agreement (collectively, the "Security Services"); and

WHEREAS, the District Board of Supervisors selected Contractor to provide Security Services to the District; and

WHEREAS, District desires to engage Contractor to provide Security Services, as hereinafter described and upon the terms and conditions set forth herein.

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 stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Duties.

A. The duties, obligations and responsibilities of Contractor are more particularly described herein, in the Scope of Work, and in Contractor's Proposal (the work described therein being referred to as "Security Services"). Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Included as part of the Security Services to be provided by Contractor, but not limited to, are the following:

1. Provide a visible presence at the guardhouse(s) at all times;

2. Supervise the entrance and exiting of residents, guests and the public;

3. Provide ongoing and continuous roving patrols of the District common areas, interior and exterior building areas, roadways, and throughout the District during the days and times as provided elsewhere in this Agreement or as modified in writing by the District;

4. Provide a visible presence within the District to deter any wrongdoing as much as

is practicable;

5. Provide random patrols of District properties and roadways within the District;

6. In the event security personnel witness to a wrongdoing or crime, security personnel shall attempt to acquire and report names, addresses, and phone numbers from the offenders and witnesses without exposing himself or herself to possible harm;

7. Provide reports to District on a monthly basis for each day/night worked detailing the activity of the officer and at the property during each shift, with such reports being in a format approved by the District and listing dates and times any

security personnel are on site;

8. When reasonably requested by the District Board of Supervisors, provide a representative at meetings of the District Board of Supervisors at no additional cost or expense to the District;

9. Provide the Security Services as described herein and in the exhibits to this

Agreement and such other services as are standard in the industry.

10. Prepare post orders for review and acceptance by the District, which post orders shall be amended and updated from time to time by Contractor. The post order shall include the Additional Preliminary Guidelines for Security for Guardhouse and Roving Patrol, which are attached hereto and made a part hereof as Exhibit D.

11. Provide those services customary in the industry for security services agreements

associated with residential communities like Monterra.

- B. All personnel provided by Contractor pursuant to this Agreement shall be properly trained by Contractor and shall perform the Security Services hereunder in a professional manner, consistent with the standard rules and code of conduct of such professionals and in compliance with all state, local, and federal laws, rules, and ordinances.
- C. District may adjust the services and number of hours in which Security Services are to be provided under this Agreement.
- D. Contractor shall furnish all labor, uniforms, badges, equipment, materials, vehicles, supplies, and supervision to satisfactorily perform the protection and patrol services in the manner and at the frequencies set forth below and in the post orders. Included in this Agreement, Contractor shall furnish two (2) golf carts to the District at the rate (for both combined) of \$300 per month, which carts Contractor shall keep and maintain in operable

conditions at all times and at Contractor's expense.

- E. Provide, operate and maintain a security service to perform all necessary Security Services and such other related functions as specified herein, including the monitoring and operation of building security and fire alarm systems and other protection devices or building equipment, and full participation in building fire brigade activity, where such systems or activities exist or may be installed.
- F. Safety: Perform all necessary services to assure, to the degree reasonable and customary in the industry, the safety and protection of building occupants and real and personal property against injury, molestation, loss or damage from any preventable cause including, but not limited to fire, theft, trespass, espionage, and sabotage.
- G. Inspection Tours: Make inspection tours in accordance with patrol routes and schedules established with District as indicated in the post orders. Where installed and in working order, the security officer reporting systems shall be used by the security officers to record their presence at the designated stations.
- H. Hazardous Conditions: Report daily to District's representative potentially hazardous conditions and items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, trip hazards and other potentially dangerous conditions.
- I. Unauthorized Access: Discover and take appropriate action in response to persons gaining unauthorized access to the property.
- J. Reports and Records: Prepare required orders, instructions and reports, including reports on accidents and fires, and maintain and make available all records in connection with the duties and responsibilities of this work.
- K. Additional Duties: Turn off unnecessary lights, check safes, lock repositories and cabinets, close windows, open and secure doors and gates, raise and lower the flag(s), as prescribed.
- L. Emergency Assistance: In the event of emergency or unusual occurrence, summon appropriate assistance such as the local fire departments and immediately notify District's representative or other persons.
- M. Civil Disturbances: Perform such other functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit sabotage or other acts adversely affecting the security and/or safety of District, its employees, property and the general public lawfully in buildings or on the grounds under control of District.
 - N. Safety Rules and Regulations: Observe and enforce posted rules and regulations.

- O. Change of Duties: District reserves the right to act through its representatives to amend, modify, and reissue policies and guidelines, post orders, and special orders. This will not require modification to the basic contract unless such changes increase or decrease the number of productive hours required.
- P. Key Control: Receive, issue and account for all keys to the building, offices, gates, etc., under their control.
- Q. Contractor acknowledges and understands that the District is, at the time of execution of this Agreement, engaged in a contract with another security provider and that a transition program will need to be implemented as the Contractor becomes the security provider for the District.
- Section 3. Compensation. For Security Services provided pursuant to this Agreement and for the hours detailed in the Contractor's Proposal, the District shall pay to the Contractor \$17.00 per hour worked ("Director Rate") by the Director of Security and \$15.00 per hour worked (the "Standard Rate") for Security Services provided pursuant to this Agreement, for each Rover, Front Gate, and other security officer provided by the Contractor in accordance with this Agreement. The holiday rate shall be paid at the overtime rate of time and a half, and holidays include Thanksgiving Day, Christmas Day, New Years Day, Memorial Day, Labor Day, and the Fourth of July. The annual contract amount shall not exceed \$269,240.00 without the prior approval of the District Board of Supervisors. The District reserves the right to adjust the services and number of work hours authorized under this Agreement. District shall also pay Contractor the sum of \$300.00 per month for the two (2) golf carts to be used by security officers providing services pursuant to this Agreement. District may request additional security officers at the Standard Rate by giving Contractor no less than 24 hours prior notice, by telephone or in writing, to Contractor. Compensation shall be paid to Contractor on a monthly basis. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable upon receipt. Charges remaining unpaid forty-five (45) days after receipt of the invoice shall bear interest at the rate of one percent (1%) per month. District, as a local government entity, is exempt from sales tax on this transaction.
- Section 4. Contractor's Acceptance of Conditions. The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform Security Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.
- Section 5. Waiver. It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement.
- Section 6. Indemnification. Contractor shall indemnify, hold harmless and defend District, its officers, employees and agents from and against all liability, claims, demands, and causes of action arising out of or in any way related to any loss, damage, injury, or loss or damage or property caused, directly or indirectly, by the acts, omissions, or negligence of Contractor, its employees, agents or officers.

- Section 7. Insurance. Prior to the commencement of this Agreement and at any time upon request, Contractor shall provide evidence to District of compliance with the following insurance requirements:
 - A. Commercial General Liability Insurance and Errors and Omission Insurance \$1,000,000 each occurrence, \$1,000,000 general aggregate
 - B. Workers Compensation and Employers' Liability Insurance \$500,000 each occurrence
 - C. Automobile Liability Insurance \$1,000,000 each occurrence
 - D. Excess/Umbrella Liability Insurance \$5,000,000 each occurrence

Contractor shall pay for and maintain, at Contractor's expense, such insurance throughout the term and any extended terms of this Agreement.

- Section 7. Independent Contractor. Neither the Contractor nor any of its employees, agents, officers, directors, contractors, or representatives shall be deemed employees of the District, nor shall any such persons receive or be entitled to receive employee or other benefits from the District.
- Section 8. Site Manager. The foreman for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Security Services and upon each occurrence of the performance of the Security Services. The District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding the Security Services. In addition to those requirements set forth in Contractor's Proposal, Contractor shall provide to District and shall regularly update on a bimonthly basis the mobile telephone, office telephone, and e-mail contact information for the Field Supervisor, the Area Operations Manager, the Branch Manager, District Manager, and onsite supervisory personnel.
- Section 9. Term. The performance of Security Services under this Agreement shall commence upon the District providing Contractor with a notice to proceed. The term of this Agreement shall be thirty-six (36) months from the date of the notice to proceed, unless sooner terminated in accordance with this Agreement. The Agreement may be extended for two (2) additional twelve (12) month periods upon the agreement of the parties hereto in writing and subject to appropriation of funds by the District Board of Supervisors.
- Section 10. Agreement. This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

Section 11. Employees.

A. In addition to those requirements for background investigations performed by Contractor in connection with Contractor's hiring practices as may be referenced in Contractor's Proposal, Contractor shall, with respect to each employee providing or proposed to provide services to the District, also perform Florida Department of Law Enforcement (FDLE) checks, Drivers License checks, and sexual offender/sexual predator checks. All employees of Contractor performing services at the District shall be citizens of the United States or aliens

authorized to work in the United States and shall be written and conversational literate in the English language to the extent of reading, speaking and understanding printed regulations, written orders and instructions, training instructions, and be able to compose reports which convey complete information.

- B. During the term of this Agreement and for a period of two (2) years after the termination of this Agreement, District shall not directly, for itself or any other person, employ any person who is employed by Contractor on the date hereof or who has accepted an offer of employment from Contractor during the term of this Agreement or solicit or encourage any such person to terminate his employment with Contractor or to become affiliated with any other company or business which is engaged in the security services business. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from District's breach of this provision. Accordingly, for each breach of this provision (per employee), District shall pay 1/3rd of the employee annual salary to Kent as liquidated damages, and not as a penalty.
- C. Should District uncover an unsuitable report on any of Contractor's employees after processing these forms, or if District finds an employee of Contractor to be unsuitable or unfit for duties, under the terms of the Agreement, the Contractor shall be advised immediately that such employee(s) of Contractor cannot continue to work or be assigned to work under this Agreement.
- D. Physical Conditions: Contractor's security service personnel should be in good general health with no conditions that would interfere with the performance of their duties. Personnel should be able to perform the essential functions of the job with or without reasonable accommodation, which include normal or emergency duties requiring moderate to arduous physical exertion such as: standing or walking an entire hour shift, climbing stairs and ladders, lifting or carrying objects weighing up to 50 lbs, and running for short distances.
- E. Standards of Conduct: Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.
- F. Proof of Identity: Contractor shall be responsible for maintaining and providing to District at District's request two forms of identification for all employees that are assigned to District's location. Acceptable identification shall include a state issued photographic identification card (driver's license), social security card, passport or registered alien card.
- F. The final decision as to acceptability of an individual for work will rest with the Contractor, as well the right to waive any of the above requirements.
- Section 12. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor.
- Section 13. Assignment. This Agreement, or any portion thereof, shall not be assigned in any way by either party without the express written consent of the other party.

Section 14. TermInation. District may terminate this Agreement for convenience and without any liability therefor by providing at least fifteen (15) days written notice to Contractor. Contractor may terminate this Agreement for convenience and without any liability therefore by providing at least thirty (30) days written notice to District. In addition, either party may terminate this Agreement immediately for breach, misconduct or other non-performance under this Agreement by the non-terminating party. Upon any termination exercised by either party, District agrees to pay Contractor for any services provided pursuant to the terms and conditions of this Agreement up to the effective date of termination.

Section 15. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or by overnight delivery service, to the parties, as follows:

A. If to the District: Monterra Community Development District

5385 N. Nob Hill Road Sunrise, Florida 33351 Attn: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

SunTrust Center, Sixth Floor 515 East Las Olas Boulevard Fort Lauderdale, Florida 33301 Attn: Dennis E. Lyles, Esq.

B. If to Contractor: Kent Security of Palm Beach, Inc.

14600 Biscayne Boulevard North Miami, Florida 33181

Attn: President

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 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. 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 in this Agreement.

Section 16. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 17. Enforcement of Agreement. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the

- prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.
- Section 18. Controlling Law and 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. All actions and disputes shall be brought in the proper court and venue, which shall be Broward County, Florida.
- Section 19. Sovereign Immunity. The parties agree that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.
- Section 20. Public Records. Contractor understands and agrees that any and all documents of any kind provided to the District in connection with this Agreement may be subject to copying and disclosure as public records and may be treated as such in accordance with Florida law, and specifically, Florida's Public Records Law.
- Section 21. Definitions. Terms used in this Agreement that are defined in the Request for Proposal shall have the meanings indicated therein.
- Section 22. 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 23. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.
- Section 24. 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 25. Conflict. To the extent that there is a conflict with respect to any provisions of this Agreement or any of the exhibits to this Agreement, the provision in the main body of the Agreement shall govern over the exhibits, followed, in order of precedence, by Exhibit A, Exhibit B, Exhibit C, and Exhibit D.
- Section 26. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- Section 27. Emergency Response. Contractor shall provide emergency service in connection with hurricanes, natural disasters, or significant weather-related events, when feasible. Should a mandatory evacuation of the area be ordered, it is understood that Contractor cannot require its staff or employees to travel to or remain at the District property.
- Section 28. Acts of God. In the event of any strike or similar action, union picketing, labor disputes, disturbance, Acts of God, or other circumstances over which Contractor has no control and which causes the prevention of or the interference with the provision of Security

Services under this Agreement, Contractor in its sole discretion reserves the right to suspend this Agreement until the cessation of such matters. During such period of cessation, District shall be relieved of any payment obligations to Contractor. This also includes but is not limited to hurricane warnings, mandatory evacuations, advisory evacuations or acts of terrorism. Nothing herein shall prohibit District from exercising its right to terminate the Agreement for convenience.

Section 29. Responsibility for Losses. Contractor shall not be responsible for any losses to District as a result of burglary, theft, fire or any other causes, except in the case of negligence or the part of Contractor or its employees. District shall orally notify Contractor of any loss or intended claim against Contractor's insurance carriers within three (3) business days of such loss occurring or having been discovered by District, whichever is later, and shall notify Contractor in writing within ten (10) days of such loss occurring or having been discovered by District.

Section 30. No Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

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IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:	MONTERRA COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	By: Chair/Vice-Chair Board of Supervisors
	7 day of 04. , 2015
STATE OF FLORIDA } COUNTY OF BROWARD }	
of Supervisors for MONTERRA COM personally known and/or produced duly sworn, deposes and says that the afore knowledge.	acknowledged before me this 2 day of as Chair/Vice-Chair of the Board MUNITY DEVELOPMENT DISTRICT, who is as identification who being mentioned is true and correct to the best of his or her Notary Public
STATE OF FLORIDA } COUNTY OF BROWARD } The foregoing instrument was	CONNIE CABRAL SIEKIERSKI MY COMMISSION # FF244444 EXPIRES June 25, 2019 Florida Noting Service .com acknowledged before me this day of
Secretary of the Board of Supervisors for DISTRICT, who is personally known	as Secretary/Assistant or MONTERRA COMMUNITY DEVELOPMENT and/or produced as oses and says that the aforementioned is true and
Jora Rolant	CONNIE CABRAL SIEKIERSKI MY COMMISSION # FF244444 EXPIRES June 25, 2019 Fortbillotsty Barrion com

Witnesses:	KENT SECURITY OF PALM BEACH, INC.
Name: ROSE CUCURILLO Warner OLGA BGRUARI	By: 19
(CORPORATE SEAL)	13th day of October, 2015
STATE OF Horida } COUNTY OF MIHMI-Date }	
SECURITY OF PALM BEACH, INC. State of Florida, who is personally kno	rn, deposes and says that the aforementioned is true and
	a total y a tible

CAMILLE A. FLORES
Notary Public - State of Florida
My Comm. Expires Apr 26, 2018
Commission # FF 094668

EXHIBIT A

District

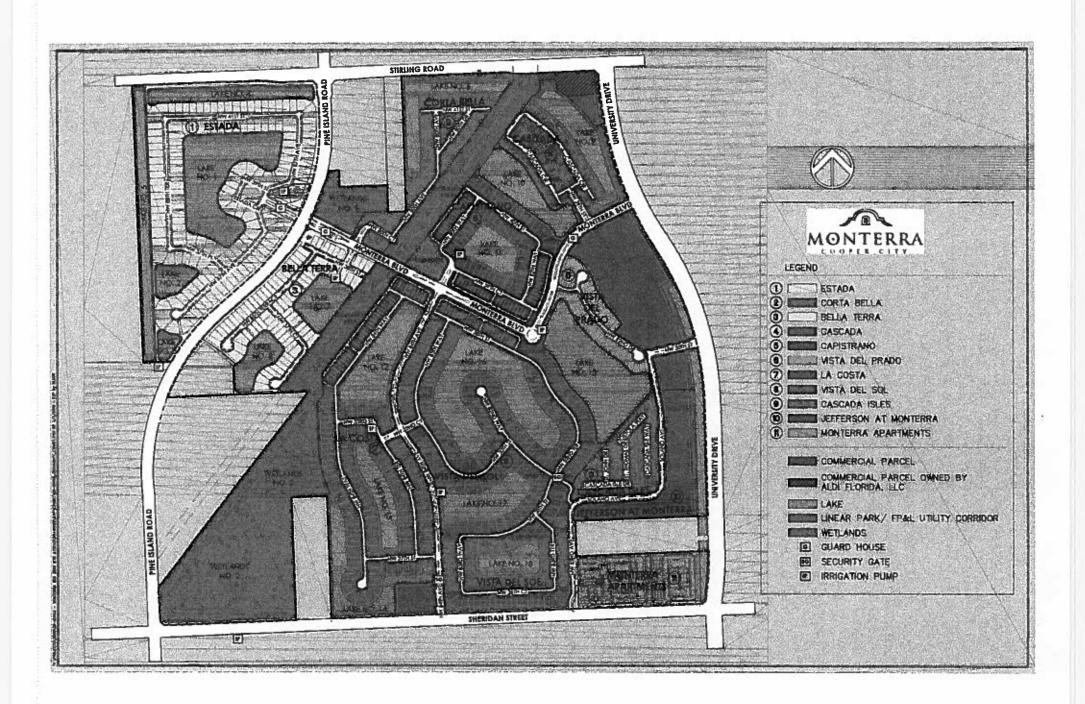


EXHIBIT B

Scope of Work and Contractor Representations

I. Scope:

Provide security personnel in accordance with the Proposal to staff and operated access control systems at the guardhouse and to provide a roving patrol. Service shall be provided twenty-four (24) hours per day, seven (7) days a week.

The Security Officers will provide services in accordance with post orders prepared by Contractor and reviewed and accepted by the District Manager of the District.

Contractor shall, at its cost and expense, furnish two (2) golf carts for the roving patrol. Additional requirements and conditions are as follows:

Contractor agrees to accept and provide the following services and conditions:

- A. In performing the services required, Contractor shall comply with all applicable federal, state, county and city statutes, ordinances and regulations.
- B. All officers must have a valid security guard license. Specifically, minimum class "D" License issued by the State of Florida.
- C. It shall be solely the responsibility of the contractor to see that all personnel are properly trained and kept current with the most up-to date practices of the community access and security system.
- D. Appropriate language skills are required with minimum verbal and written proficiency in English.
- E. Supervision: Contractor must possess and implement the ability to operate and train new guards to a proficient usage of the Computer or access control system, camera operation, and other gate systems that may be added and are typical in the security industry. Such training is inclusive of the hourly rate and provided by the contractor.
- F. Uniforms for the officers will be furnished, in good condition and paid for by Contractor, approved by District, and shall remain the property of the Contractor. Officers shall be fully uniformed at all times while on duty, worn properly, free of stains or damage.
- G. Officers will, at all times, behave and communicate in a professional manner and exhibit a clean, authoritative appearance to all visitors and residents.
- H. Officers shall remain unarmed in connection with the performance of their duties and shall not carry any weapons in a professional or personal capacity while on the premises.

- I. No sleeping is allowed on the job. The guard must stay alert at all times. Failure to comply is subject to personnel action from the contractor and removal for future service in the community.
- J. In the case of an emergency, Officer will notify 911 and a company supervisor, in addition to furnishing an incident report. The District will be provided with a copy of any incident reports.
- K. Report any damage to immediate area of gate at the conclusion of each shift and provide a weekly summary of operational and system deficiencies. Including gates, lighting, curb, landscaping damaged by gate activity. Damage that causes delays to traffic flow requires immediate reporting to supervisor and District representative.
- L. Resident and visitor complaints regarding Officer Conduct are to be documented and properly investigated by the contractor. Appropriate corrective action according to the personnel policy of the contractor is expected to be implemented within forty-eight (48) hours which may include, but is no limited to verbal/written warning, post relocation, probation, and/or termination. The District may "reasonably require removal of guard should it be determined the person is not properly interacting publicly and is detrimental to the community.
- M. Items in the guardhouse i.e. mini fridge, water cooler, and microwave, etc. that may be provided by the District, guards are responsible for any items and any damage caused.
- N. Guards corrupting the computer with viruses...or any other electronic damage are financially responsible for cost to correct system failures. Specifically, circumventing security features and/or adding programs or any activity for personal use that adversely effects the systems operation is prohibited.
- O. Roving services shall be performed as specified by the District and in accordance with accepted security practices and standards. The roving patrol must have and follow specified post orders and protocol and report deviation or security issues in writing daily.
- P. There will be no visitors in the guard house unless it is pertaining to official business.
- Q. No packages will be accepted on behalf of the residents by the officer and/or at the guardhouse.
- R. The guard must not abandon guard house/post until the next guard arrives on duty. And supervisors must ensure staffing attendance does not allow a gap in gate coverage at any

time. Failure to staff positions may result in compensation to the District for failure to staff.

- S. Shift changes should be organized to allow overlap and briefing of any vital information.
- T. In the case of a severe weather or tomado warning issuance, the officer will immediately seek shelter until the warning is lifted.
- U. Contractor will provide an up to date all- hazards emergency action plan for the community based on weather and other potential security threats.
- V. No guard shall solicit, promote or advocate any secondary business or organization of any kind within the District while working.

II. Contractor Representations:

Contractor agrees to provide the following specific services:

- A. Officers shall be uniformed. Uniforms for the officers shall be furnished and paid for by the Contractor and shall remain property of the Contractor.
- B. All officers shall be licensed by the State of Florida.
- C. Patrol services covered by this Agreement shall be performed in accordance with accepted security practices and standards.
- D. The officers shall speak fluent English.
- E. The officers shall be subject to replacement at the request of the District.
- F. Officers will at all times present themselves in a professional manner along with appearance and exhibit to all visitors and residents courtesy and politeness.
- G. Officers shall be unarmed in connection with performance of their duties hereunder and shall not carry any weapons in a professional or personal capacity while on the premises.
- H. At all times while on duty at the premises, each Officer shall carry an identification card issued by Contractor in a form and design approved by the Department of State and required by Section 493.311 (4), Florida Statutes.
- I. In performing the services required hereunder of it under this Agreement, Contractor shall comply with all federal, state, county, and city statutes, ordinances, and regulations.
- J. The Officers shall keep daily reports, which shall be submitted to the District upon request. The District shall be notified immediately of any incidents occurring on the premises.
- K. The supervisory personnel of the Contractor who are responsible for the direct supervision of the security officers shall be available at reasonable times to report to and confer with the District or its designated employees.
- L. It shall be solely Contractor's responsibility to see that all personnel are properly trained and kept current with the most up-to date practices.

M. Parking.

- a.) Owner's automobiles shall be parked in the garage or driveway, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Monterra or a Lot except on the surfaced parking area thereof and not in the roadway or swale. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services, nor to passenger type vans with windows for personal use which are in acceptable condition in the sole opinion of the District Board of Supervisors (which favorable opinion may be changed at any time).
- b.) Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain at Monterra for more than twelve hours, except in the garage of a Home. No person shall conduct any motor vehicle, boat, trailer or other vehicle maintenance or repair within the District or Community Property except wholly within the confines of the garage. No vehicle shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.
- c.) Vehicle Restrictions. No trucks, other than ones designed for customary, personal/family uses (other than those of a type, if any, expressly permitted by the Community Association) or commercial vehicles, or campers, RV's, mobile homes, motor homes, house trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or horse vans, shall be permitted to be parked or to be stored at any place on the District or Community Property, nor in dedicated areas, except in (i) enclosed garages or (ii) spaces for some or all of the above specifically designated by Declarant or the Community Association, if any. For purposes of this Section, "commercial vehicles" shall mean those which are not designated and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. All Owners and other occupants of Residential Units are advised to consult with the Community Association prior to purchasing, or bringing onto the District or Community Property, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within the District or Community Property. All vehicles on the District or Community Property must be operational, in good repair, must bear a current license and registration tag, as required pursuant to state law and must be in good, clean, and attractive condition. The Community Association through its officers, committees and agents, is hereby empowered to establish parking regulations in all of the Common Areas and the District Board of Supervisors is empowered to establish parking regulations pertaining to District Property and each may, respectively, take provision for the involuntary removal of any violating vehicle on their respective property. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed by the District or the Community Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. Neither the District nor the Community Association shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and

once the notice is posted, neither its removal, nor failure of the owner thereof to receive it for any other reason, shall be grounds for relief of any kind.

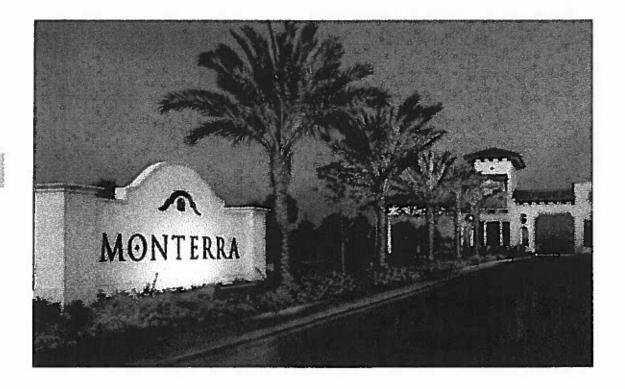
N. Towing

All improperly parked and unauthorized vehicles parked and/or left standing in the Monterra Community are subject to be towed by a private towing company. The removal of any vehicle from the property by such private towing company shall be done pursuant to the conditions and restrictions set forth in Section 715.07 of the Florida Statutes. All vehicles owners will be charged in accordance with the County tow rates. All signage relating to towing of vehicles placed within the Monterra Community shall remain the sole property and responsibility of such towing company.

EXHIBIT C

Contractor's Proposal

A Proposal to Serve Monterra Cooper City



14600 Biscayne Boulevard North Miami, FL. 33181 305-919-9400





September 16, 2015

Dear Maria,

Thank you for the opportunity to showcase Kent Security and the many ways we can positively impact Monterra Cooper City and ensure a more thorough and proactive approach to security. As a company, we pride ourselves on always remaining a step ahead of the competition in everything we do - from the advanced security technology we bring our clients to the level of quality we guarantee when we assume responsibilities.

For more than three decades, Kent has delivered a full range of personnel and technology solutions to clients including residential and commercial properties; hospitality industry properties; cities and municipalities; educational institutions; Four Super Bowls; and many others.

Today, we remain a family-owned and operated business. We are an industry leader that understands that success is a direct result of always adhering to the principles of providing our customers with genuine service and exceptional quality built on solid core values.

Included in this proposal is a brief synopsis of our capabilities. I'm confident that you will find the information useful in your decision making process. In the meantime, please do not hesitate to call me directly should you have any questions or require any additional information.

Once again, thank you for the opportunity to earn your business.

Sincerely,

John Zalkin, Kent Services

About Kent

Formed in 1982, today Kent Services continues to proudly offer the industry's most formidable, functional and flexible security solutions.

In addition, our capabilities today also extend to other vital business areas. We offer the most attentive and professional security officer's service programs, as well as a full complement of technological solutions.

Founded in South Florida, Kent Services has a national presence with offices that offer in-market expertise throughout the United States, allowing us to be poised and prepared to meet any and all service needs.

What sets Kent Services apart is:

- our unique ability to attract the best talent
- our possession of the best tools and training
- our access to the most advanced technology

And finally: our extensive 31-year experience -- which has led us to develop some of the most advanced best practices in the industry.

As a family-owned operation, we do not answer to shareholders. We answer to our clients and should we be fortunate enough to include Monterra Cooper City among them, we guarantee high-performance and measurable solutions.

At Kent Services, we will prepare Monterra Cooper City for every eventuality with a customized solution crafted with military precision, law enforcement sensibilities, and anti-terrorism expertise.

Every Kent Services solution is built around the most highly trained personnel and the most advanced security and surveillance technology available today. Our preferred, and often exclusive, relationships with the industry's top technology providers ensure maximum results while minimizing costs.

Our security services include:

Personnel:

Armed & Unarmed Officers Roving Patrols

Technology:

Access Control

- Gatehouse systems and guards
- Key Card Entry
- Visual/facial recognition technology
- 24/7 advanced imaging surveillance

Video Monitoring and Surveillance Systems

- CCTV Installation, maintenance and repair
- Analytics video alarm notification
- Hosted video recording on secure video servers

Monitoring

- Interactive monitoring- Remote activated audio, flashing lights and sirens
- Emergency Response Teams
- Alarm monitoring
- 24/7 Dispatch Center

Today thousands of condominium communities, schools, hospitals, entertainment venues, major corporations, and government facilities – *including the City of Miami*-- count on Kent Security.

Emergency Management

HURRICANE PREPAREDNESS AND EMERGENCY MANAGEMENT

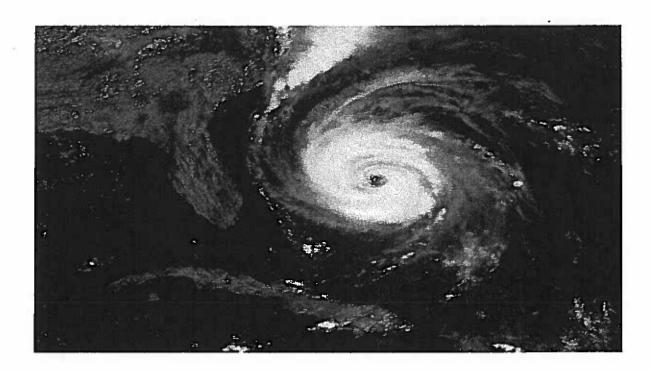
Hurricanes are a fact of life in South Florida. Monterra Cooper City can rest assured that should one strike, Kent Services has airtight systems in place to ensure ongoing security services for your property, even in the wake of a catastrophic storm. Our 24/7 Command Center also serves as the Emergency Operations Center (EOC) for Kent Services. The EOC is backed by a 50,000-watt generator with a fuel supply capable of powering our headquarters for one week. Kent Services also has a contract with a fuel company to supply additional fuel if needed.

The EOC communication system is supported by four satellite cell phones. The EOC has contact and information pertaining to the schedule of every employee assigned to our five South Florida offices, enabling Kent Services to quickly transition to alpha/bravo staffing.

Should our Miami-based EOC fail for any reason, our Naples, Orlando, Dallas, Seattle, Atlanta or New York City centers will quickly and seamlessly step in and fill the role. In the event of a hurricane or civil disorder, Kent Services has the ability to mobilize assets, including Officers from offices around the country to the affected location.

Today thousands of master and homeowners associations, commercial properties, condominium communities, schools, hospitals, entertainment venues, major corporations, and government facilities count on Kent Services.

It's good to know that America's finest team is on your side.



Kent Integrated Facility Services

At Kent we offer not only security but a full menu of property maintenance options. From making your property safe to clean and organized as well, Kent Services has what you need to rest easy. By offering more integrated services we strive to:

- Streamline operations and simplify processes
- · Improve operation efficiency and service delivery
- Reduce management complexity
- Enhance the ability to share information
- · Introduce best practices, improve data and reporting
- Provide best value

Janitorial Services

Everything we do at Kent stems from one simple premise; to make life easier for our customers. Our employees are our greatest asset therefore Kent makes their investment in recruiting, training, and retaining the best possible team members to meet our customer's needs. We customize all of our services according to your site-specific needs and also provide a rewarding, comfortable working environment and build a top-quality team that reduces your need to become involved in day-to-day janitorial issues allowing you time to concentrate on your day-to-day business operations.

The result is exceptional service, outstanding support and uncompromising quality. Our goal is always to keep customers satisfied for the long-term

- Day Porter/Matron Service
- Night Custodial Maintenance
- Customized Day Cleaning Programs
- Green Cleaning Programs
- Handyman Services
- Customized Carpet and Floor care
- Recycling Programs
- Upholstery Cleaning
- Light Fixture Cleaning
- Filter Maintenance
- · Clean Rooms
- Construction Clean-Up
- Fire and Flood Clean-Up
- Power Washing
- Window Washing

Core Principles

At Kent, our tactical mission is to maximize your return on investment by bringing you the best people, most advanced technology and greatest resources in security and building services.

To get there, we demand every Kent professional adhere to a detailed set of values we call the Kent "Principles of Outstanding Service". They are simple reminders of the deep financial and professional responsibilities we have to our customers and the positive impact we strive to make each day through provision of outstanding service.

Every Kent professional is given a personal copy of our Principles of Outstanding Service handbook, is trained to deliver them and is expected to live up to them each and every day on the job.

S.E.R.V.I.C.E. - Sincerity, Efficiency, Respect, Value, Integrity, Courtesy, Enthusiasm.

The Kent Service Pledge Card



EACH DAY I WILL:

- · Put the client's needs sheed of my own.
- · Meet challenges with determination & enthusiasm.
- Be kind, respectful and open-minded.
- · Set an example for others through my work ethic.
- Meet and exceed the Kenl Principles of Outstanding Service.

Active Senior Management – No matter which services are entrusted to Kent, you will enjoy active supervision from senior management. We operate from the top down and a visible commitment from management drives the daily commitment of your onsite staff.

<u>Customized</u>, <u>Value-based Solutions</u> — We adapt our services to your specific business challenges to create the most cost-effective and operationally sound solutions. From the menu of services and products we deliver; to the uniforms our personnel wear; to any specialized equipment or training you will need for your community, Kent Services will build it and make a personalized training for your event.

<u>Unequalled Training</u> — The Kent Academy trains our security personnel with military, law enforcement and antiterrorism expertise to be friendly yet formidable. All Kent personnel receive training and continuing education in Hospitality based 5 star customer service standards, leadership, professional presentation, situation management, policies and procedures.

<u>Precise Talent Acquisition</u> — We are meticulous about the personnel we bring you. All Kent Services staff are screened, drug tested, and closely evaluated to meet all criteria of Monterra Cooper City's necessary training. Our talent are continuously supervised to ensure delivery of quality services, and regularly evaluated to create rewards for exceptional service performance.

Monitoring / Accountability—At no extra charge we will install technology to monitor our personnel. This may include Point of View cameras for vehicle, GPS tracking system, Quality Control System and our state-of-the-art 24/7 dispatch command center. We hold our company and our staff accountable for the proper care and protection of your property.

<u>Fully Transparent Reporting</u> – Kent Services will prepare and provide you with regular reports in all service areas. This includes cleanliness inspections, cost analysis, yearly security assessment and evaluations, quality assurance reports, personnel reviews for pay increases and more.

Transition Plan - Security

Realizing the importance of a smooth transition, Kent Services objective is to avoid any disruption of service and accelerate the learning curve for all security personnel involved.

Preliminary Action Items

 Conduct a 2-day undercover security assessment and present report and findings to Monterra Cooper City team

Phase 1: Initial Meeting

- Immediately after award of contract, the District Manager will meet with the designated Monterra Cooper City Representative
- Establish a 24-hour a day channel of communication with Monterra Cooper City staff and Kent Services
- Identify specific problem area(s) encountered by the previous company and conduct a full Needs Analysis through interviews of key personnel and board members
- Review current post orders, make revisions and further customize

Phase 2: Retention of Personnel and Recruitment

- Kent Services will contact current security officers (if any) identified by Monterra Cooper City for retention
- Kent Services will screen individuals for employability
- Selected individuals will participate in new hire orientation and training
- Kent Services will work with new employees to ensure a smooth transition from the previous employer
- Kent Services will begin screening candidates for all positions and present three individuals to the Board for selection as the Director of Security

Phase 3: Physical Inspection and Technology Inspection

- Prior to start-up a physical inspection of the community will be conducted by the District Manager and a Kent Services certified technician
- Current cameras, access control systems, gates and software will undergo a systems test to
 ensure full functionality and up-to-date versions are in place

Phase 4: Site Specific Training and Cross-Training

- All security officers selected for Monterra Cooper City will complete the specialized training program prior to their assignment
- This training program is designed to facilitate a smooth transition and provide a basic understanding of Monterra Cooper City. Guards assigned will be tested on their knowledge of post orders, functions and duties prior to their assignment
- All employees will be cross-trained on each post and at the request of the board, any of Monterra Cooper City staff can be cross-trained in specific areas to allow for more back-up coverage
- All employees will be trained on use of technology and equipment

Phase 5: Start-up

- Kent Services officers who are selected for Monterra Cooper City who have met the requirements are assigned and posted
- Security officers retained from the previous company will be posted to best maximize their previous experience
- At completion of their first week of service, the Kent Services supervisors will evaluate Kent personnel. District Manager will meet with Monterra Cooper City management team and assess first weeks performance and correct any deficiencies
- At the completion of second week, Kent supervisors will evaluate the personnel and determine their effectiveness. The District Manager will meet with Monterra Cooper City management team and assess first two weeks performance
- Additional management and supervision will be provided during transition if needed and will remain as long as necessary to ensure our performance meets the standards of the client

Phase 6: Post Transition

- Following the transition period, the District Manager (continuing to visit the property at least once per week) will conduct a Quality Assessment Review with each visit, ensuring that the levels of security and safety achieved during the transition will continue
- Because communities experience change, your Kent Services team will continuously evaluate the needs of your community and review and update your post-orders
- Your District Manager will provide you with a monthly report to be presented at the monthly board meeting and will be available to meet with your board consistently

With close to 2000 employees, 800 of whom are in close proximity to Monterra Cooper City, Kent will create an additional bench of several employees who are trained to work at your property in order to more effectively deploy back-up or emergency services without a hitch.

Kent Technologies

Kent Technologies® - a division of Kent Services - delivers the most advanced and cost-effective security solutions available today. Founded by security and imaging technology veterans, we are uniquely capable of bringing Monterra Cooper City the most sophisticated systems and the finest remote team to man, monitor and ensure top performance.

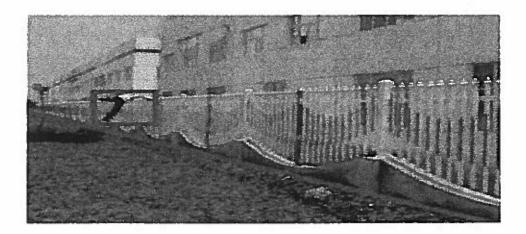
Our turnkey approach incorporates biometrics access control systems, smart cameras and voice recognition technology to bring you a solution that is far more formidable than traditional guarded security, while dramatically reducing manpower costs and the risk of human error.

Kent Technologies allows you to remotely manage your security and business needs. However, unlike passive video systems of the past, our technology is responsive, linked in real-time to trained security professionals and virtually impossible to avoid or compromise.

As your partner, a Kent-certified technician will conduct a site analysis of Monterra Cooper City in order to gain a full understanding of your property, its risk profile and what solutions best fit your needs.

We guarantee to provide you with a customized and fully integrated security solution. This includes guiding you through every step of the process. From our initial meeting to recommending the best technology to installation and training, we will be there to explain, listen and make sure you are 100% confident and satisfied in your security solution.

We will provide better security and a better cost-to-performance ratio than any other company in the industry. This is our firm promise to Monterra Cooper City.

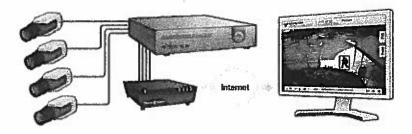


Kent Technologies

Video Analytics - The World's Most Sophisticated Sensing Device

Video Analytics solve a long-standing surveillance challenge. Traditional cameras (the old way of doing things) rely on human beings to be flawlessly vigilant and this is simply an unrealistic expectation, particularly when you consider the number of cameras being monitored. Today it is typical that the current cameras serve the community through an entirely forensic approach, should an incident actually occur.

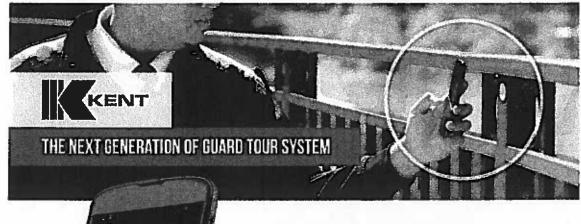
At Kent, we eliminate this problem. Our Video Analytics solutions use smart surveillance technology that allows cameras to analyze events as they happen and determine whether or not they constitute threats or merit further attention. If so, the system instantly logs the event and notifies the proper authorities to spring into action. Our Remote Guards can call upon the management team or local police force to react to the incident, as well as "Voice Down" the perpetrators in real-time



The 4-channel encoder incorporates advanced, auto-adapting video analytics, a video server and video recording, all in a single device. It converts analog CCTV surveillance camera systems from forensic tools into proactive video surveillance and alarm verification solutions.



- Easily add the encoder to existing analog cameras and DVRs and integrate with alarm panels
- Remotely configure and manage all encoder devices from a convenient Web Portal
- View video event clips, live streaming and recorded video from a convenient Web Portal
- Send video alerts to smartphones, email addresses, or a remote monitoring service
- Expand cloud-based system without requiring investment in servers or software



DISCOVER THE NEW GENERATION OF REAL-TIME GUARD TOUR SYSTEM

- User friendly interface that displays the status of the tour as well as specific instructions to the site. No more forgetting!
- Data is accessible online or instantly via your mobile device. Late alerts are automatically sent to employees or supervisors.
- Discrete, low cost and weather-proof NFC tokens (Near Field Communication).

The system can be installed on most Android devices that support NFC technology.

Low cost devices that are widely available.



ENSURES ASSIDUOUS COMPLIANCE WITH YOUR SECURITY PROTOCOLS

- Significantly improves guard and patrollers accountability
- -includes an electronic capture system for incidents and DAR reports
- Displays instructions and protocols related to your property
- Centralized management of a single or multiple sites from one single dashboard
- No system instaliation or server maintenance required
- Durable and easy to install NFC tokens

ONLINE TOUR REPORTS

ACCESS YOUR TOUR REPORTS ONLINE OR THROUGH YOUR MOBILE DEVICE

Access detailed reports and statistics whenever you need through your web portal or simply receive a daily report by email. View duration of tours, missed checkpoints as well as collected reports, all of this in real-time.

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Establish			Annual Control

LINK SPECIFIC POST ORDERS OR CHECKLISTS TO CHECKPOINTS!







Checkfist Example

Customize your guard tours based on specific aspects of your property! This innovative system will allow you to associate precise Instructions to a checkpoint, include important reminders and even complete custom forms and verification lists.

Significantly reduces omissions and ensures diagent compliance of you security protocols.



YOUR POST ORDERS ARE DISPLAYED ON THE SCREEN DURING THE TOURS





TRACKIK

Kent Security, in partnership with TrackTik, brings you innovative technologies adapted to your needs

- Digital Incident & Activity Reporting Management System
- Smart Guard Tour System
- Lone Workers Management System

Recruitment Practices

Refining and Validating Monterra Cooper City's Needs Analysis

Your District Manager along with the Director of Talent Acquisition will spend time with you and your management team to conduct a full, customized Needs Analysis, reviewing all the external and internal factors that affect your property. Through this process, they will identify what you are looking for and the personality and experience that they need to attract to best fit the profile of your community.

Recruitment Techniques for Luxury Properties

While security is paramount, customer service is equally as important. At Kent, we hire as much for the attitude as we do for the skill. We realize that in a luxury property such as Monterra Cooper City that your security team needs to provide hospitality-style customer service to residents and guests. This is why Kent has partnered with several School of Hospitality Management programs at local universities, seeking to attract individuals who have a background in hospitality or a desire to provide a standard of service that goes above and beyond what is expected of them. In addition to this, we place advertisement for open positions on hospitality-driven sites such as heareers.com, attracting the "service attitude" and then providing the individual with the skill and licenses they require to work for Kent.

Interview and Selection

Your management team and board will be provided with three quality candidates to choose from for the Director of Security position. These individuals will be pre-screened by the Director of Talent Acquisition, the Operations Manager, the Regional Manager and then the regional President of Kent to ensure that quality candidates are presented. The individual that your team selects will then be responsible for assisting in the full team's recruitment process.

Retention Practices

Employee Retention and Recognition Programs

While continuing education is a key component in our personnel development plan it is certainly not the only dimension. Kent Services believes in rewarding officers who do an exceptional job, every day.

On a quarterly basis, Kent will conduct an Award Recognition Program, honoring employees whose performance exceeds expectations. In addition to this, Service Awards will be given at employee anniversaries, beginning with the first 90 days, one-year and milestone years thereafter. Special service pins, plaques and certificates will be issued at the ceremonies.

We recognize that while your team may be strong, we need to further build upon these strengths and reinforce skills with continuous training. We recognize how important it is to ensure employee retention – it is important for residents and their guests to be greeted by a friendly and familiar guard on a daily basis throughout the year. Kent will make every effort to ensure that we never lose a well-liked and high-performing guard due to issues like benefits or pay.

Proposed Recognition and Retention Program Schedule (subject to change dictating contract start date)

Month 1	Monterra Cooper City Security Teambuilding Event + Service
	Standard Training
Month 2	Exceptional Service Award Ceremony
Month 3	Exceptional Service Award Ceremony + Holiday Party (holiday party will fall in the Month of December in any of these categories)
Month 4	Exceptional Service Award Ceremony
	Bi-Annual Employee Evaluation Reviews
Month 5	Exceptional Service Award Ceremony
Month 6	End of Year Teambuilding Event + Celebration
Month 7	Professional Development Seminar
Month 8	Bi-Annual Employee Evaluation Reviews

Training

Kent Services has long recognized that the goal of training is to increase proficiency and build confidence. These are done in state-sanctioned, certified training centers with veteran training officers and state-of-the-art teaching materials to administer both the Unarmed and Armed license courses. Through these courses the officers are introduced to such critical criteria as:

Conflict Resolution and Problem Solving

- Recognizing Conflict
- Solution Considerations
- · Situational Dialogue
- Mutual Resolution Outcomes

Legal Issues and Civil Liability; Security Officer's Legal Power and Limitations

- Statutory Legal Authority, Ch. 493 F.S.
- · Private Property vs. Public Property
- · Negligence / Failure to Perform

Basic Emergency First Aid- AED/CPR Heart Saver by the American Heart Association

- AED CPR Training: American Heart Association
- First Aid
- Limitations to Assisting
- Good Samaritan Act

Emergency Procedures

- Power Outages
- Flooding Situations
- Fire Detection / Prevention
- · Evacuation Procedures
- Emergency Communications
- Police, Fire, or Rescue Needs

Ethics and Professional Conduct

- · Code of Conduct
- Professional demeanor / Behavior
- Uniform Standards
- Confidentiality
- Duty Assignments
- Public and Human Relations
- Interpersonal Relations
- Supervision of Juveniles

Observation Techniques and Report Writing

- Standard Shift Reports
- Interview Techniques
- · Incident Reporting

Patrol Techniques

- Foot Patrol
- · Facility Ingress and Egress
- Crime and Accident Prevention
- · Safety in the Workplace
- · Crime Scene and Accident Scene Protection

Proper Use of Equipment

- Proper Use and Responsibility
- Proximity Guards, Degi Readers (if necessary)
- Key Control
- Equipment Inventory
- Telephone and Radio Usage / Proper Care
- · Cleanliness of Work Area

Disaster and Emergency Procedures

- Hurricane Preparation / Response
- · Tornados, Fires, Floods
- Disaster Security Operations
- Crowd Control
- · Fire Detection, Suppression, and Life Safety

All new employees will be required to attend our Kent Services Orientation class. This one-day (1) class outlines our company's policies, procedures and culture. We provide the employee with a clear understanding of what is expected from them and the service levels we provide our clients. Customer Service training is emphasized as well as interpersonal communication, report writing and every form of communication that will be used at your property during the course.

Kent Services continues to exceed the state requirements by training and certifying all of its Security Officers with the cooperation of The American Heart Association in the use of AED's and CPR. This training not only occurs in the classroom, but also on-site. This is conducted so that should an emergency arise, the officer has trained for it, using the same equipment, in the same location. The officer reacts out of muscle memory, so that even the most stressful situation is handled professionally and effectively.

Monterra Cooper City On-Site Training and Cross-Trainings

Kent Services will provide Monterra Cooper City with a customized, "on-site" training program for your security team. The training will consist of, but not be limited to:

- Patrol Duties and Routes
- Access Control and Emergency Procedures
- Emergency Weather Procedures, Fire, Water Leaks, Equipment Issues, etc.
- Alarm Procedures
- Emergency Contact Procedures

- Reporting Procedures
- Lock Up Procedures
- Site specific procedures
- Adjustments as Needed

SECURITY OFFICER ACTIVITIES

Daily Security Officer Activities will include but not be limited to:

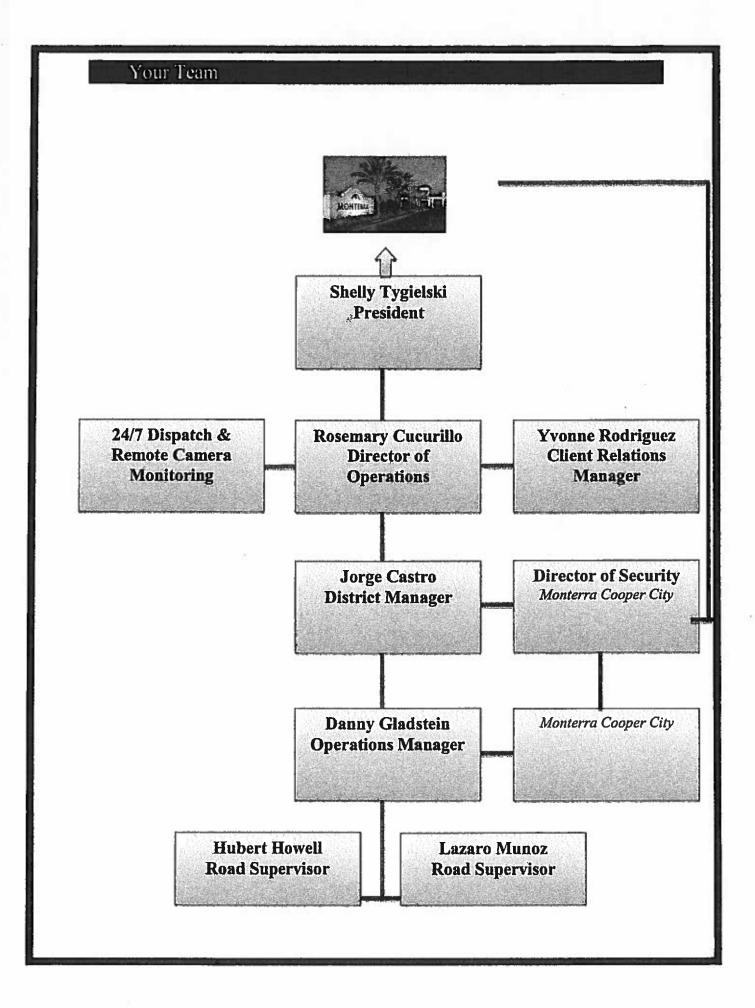
- · Morning Sweeps
- Securing all Residents, Staff and Visitors
- Inspection of Visitors / Vendors
- Receipt of deliveries and mail / packages
- Administrative Security Issues (IDs, procedures, etc.)

Trainings will be conducted on an on-going basis, at least every quarter and as needed for all refreshers. Training will be done yearly on leadership and advancement training.

Customized Post Orders will be created and will be the foundation of training and performance standards for each Security Officer will be reviewed prior to the start of the new contract and updated thereafter on an ongoing basis. Every quarter, the Director of Security will attend a Post-Captain Training Session off-site, where he/she will benefit from professional development, and best practices from the field and special trainings conducted by subject-matter experts in several events around the United States.

Every guard will be cross-trained in each position and on each system, to allow for flexibility and knowledge of each role and responsibility.

At the approval of Management, Kent Services can cross-train any additional staff for select security positions, to allow for even more flexibility and knowledge across the team with a more integrated approach.



Client References

CLIENT:

City of Miami, Florida

DESCRIPTION OF SERVICES:



Armed/Unarmed Security Services

Kent Security is the exclusive security service provider to the City of Miami. Kent provides guard services, access control, weapons screening, physical inspections, use of metal detectors, X-Ray systems, and roving patrol for 21 citywide locations. These include: City of Miami Police Department, City Hall, Miami River Complex, Bayfront Park & Amphitheater, Dinner Key Marina, Marine Stadium Marina and Miami Marina. The services provided to the City of Miami not only demonstrate Kent Security's ability to provide service to government clients, but the ability to provide

services to accommodate a large range of scope and size contracts. The facilities we protect range from Police Headquarters, to marinas. As a measure of success, Kent has received multiple letters praising our Security Officers' performance from various City officials, including the Chief of Police.

YEARS SERVICED: TOTAL HOURS PER WEEK:

April 2007 - Present 3,000 hours



CLIENT:

Miami-Dade

County Public Schools
DESCRIPTION OF SERVICES:

Armed/Unarmed Security Services
Kent Security is the exclusive security service provider to Miami-Dade

County Public Schools. Kent provides guard services, access control, physical inspections, fire watch services, and roving patrol to the nation's 4th largest school district, comprised of 392 schools and approximately 350,000 students. The services provided to the City of Miami not only demonstrate Kent Security's ability to provide service to client that has facilities spread out across 2,000 square miles, but that we also have the ability to provide services to accommodate large surges in guard service requirements due to events, fire watches and other circumstances.

YEARS SERVICED: TOTAL HOURS PER WEEK: 2014 - Present

Varies



CLIENT:

Miami-Dade

County Special Taxing Districts DESCRIPTION OF SERVICES:

Unarmed Security Services

Kent Security is a security service provider for Miami-Dade County Special Taxing Districts. Kent provides guard services, access control, gatehouse services, and roving patrol for various Special

Taxing District Locations. The services provided to the County STDs demonstrate Kent Security's ability to provide consistent service to the citizens and residents of the STDs, who count on our team to work hand-in-hand with the local NRO and law enforcement officials to ensure the safety of the neighborhoods.

YEARS SERVICED:

TOTAL HOURS PER WEEK:

April 2009 – Present

2,500+ hours



CLIENT:

Town of Palm Beach **DESCRIPTION OF SERVICES:**

Armed/Unarmed Security Services

Kent Security is the exclusive security service provider to the Town of Palm Beach. Kent provides guard services, access control, physical inspections, and roving patrol for the township. The services provided to the Town of Palm Beach demonstrate Kent Security's ability to provide service to government clients, and the ability to provide an elevated level of service to a variety of facilities.

Proposed Pricing for Security

GUARD SERVICES ONLY

Proposed Hours:

Total 336Week

- Front Desk

24/7

- Rover

24/7

UNARMED SECURITY OFFICERS

Position	Hrs/Wk	Hrs/Yr	Cost/Hr	Total
Director of Security	40	2080	\$17.00	\$35,360

Position	Hrs/Wk	Hrs/Yr	Cost/Hr	Total
Front Gate	168	8736	\$15.00	\$131,040

Position	Hrs/Wk	Hrs/Yr	Cost/Hr	Total
Rover	128	6656	\$15.00	\$99,840

Total	HrtfWk	Hir Per	Cos#1/	Total Inc Holiday
Total	336	17,472	\$15.00/\$17.00 DOS	\$269,2 40

Holidays are paid at the overtime rate of time and a half Holidays include Thanksgiving, Christmas, New Years, Memorial Day, Labor Day, & Fourth of July Extra Hours will be additional and by request only

KENT GUARD TOUR® powered by Track Tik**	
Tour Device (Wireless provided by client)	i i i i i i i i i i i i i i i i i i i
Point of View cameras for rover	1
Cost to Association	0

Vehicles	
2 x Golf Cart	\$300 a month

TECHNOLOGY

Hem
*Lines in red indicate No Cost to the Association
Credit of \$7,500 for any Kent technology such as : new cameras, access control etc

Uniforms: Monterra Cooper City management can choose from a variety of uniformed looks for the Kent staff. A dark suit with a white shirt and navy tie or a traditional blue Kent Services guard uniform.





Employee Benefits

Health Insurance: Fully compliant with ACA, Kent pays 60% of an employee's Health Insurance monthly premium providing full coverage for each employee. Major medical health insurance is offered, which includes prescription drugs, hospitalization and alcohol and mental riders.

Other Insurance: Supplemental insurance plan, managed by AFLAC. It includes benefits such as temporary short-term disability insurance, cancer and heart insurance and life insurance.

Dental Insurance plan offered.

Vacation: After I year, employees earn one (1) week paid vacation. After 4 years, employees earn two (2) weeks paid vacation. After 8 years, employees earn three (3) weeks paid vacation.

Paid Holidays: All employees are eligible to be paid for six (6) national holidays. Guards scheduled to work on these national holidays will be paid time and half. Holidays include: Labor Day, Memorial Day, New Year's Day, Thanksgiving, Christmas and Fourth of July.

Retirement Plan: 401(k) with 100% employee match after first 180-day employment.

We hope you find this proposal helpful in your decision making process. Our goal in this proposal is to provide you with a capabilities blueprint, highlighting the scope of expertise and technology Kent Services can deliver to you.

Should you require additional information or a more detailed explanation of any of our service areas, please do not hesitate to contact us. I am always available to talk with you at your convenience.

Once again, thank you for expressing interest in Kent Services.

EXHIBIT D

Additional Preliminary Guidelines for Security



Additional Preliminary Guidelines for SECURITY

NOTE: ACCESS CANNOT BE DENIED TO THOSE ENTERING THE COMMUNITY

Guardhouse

- 1. Check all iDs of visitors entering the community
- 2. Call homeowners when there are visitors at the gate
- 3. Input one-time visitors into the system when a resident calls the guardhouse
 - a. Write it down on paper/alternative log-in spreadsheet if there is a line at the gate and then add them to the system when the line clears
- 4. IDs of permanent visitors should still be checked
- 5. The roving guard must assist at the gate when there is excess traffic
 - a. They are to use the second phone, roster(s), and clicker to call visitors in through the resident gate (when proper iD is shown) to grant access and log visitors in the alterative log
- 6. Re-start the computer at the beginning of every shift
- 7. Solicitors are not permitted into the community
- 8. Realtors are to be called in to the unit owner/resident (they are treated as a visitor DO NOT call Clubhouse for authorization)
- 9. The gate MUST close between each vehicle at the visitor's entrance
- 10. if the line reaches to the Monterra monument at the entrance, please allow access by entering the visitor into MMi Live by swiping the ID or manually or logging them onto the alterative log (to add to the system after the line clears).
- 11. Advise residents to visit the Clubhouse to resolve any decal issues they may be having (to avoid congesting the visitor's entrance)
- 12. Greet every guest arriving at the Guardhouse by saying: "Helio, welcome to Monterra"
- 13. Be professional and courteous when greeting guests arriving at the Guardhouse
- 14. Keep an eye on the pedestrian gates at the entrance and exit of Pine island
- 15. Guards are to watch the access point monitor when not attending to a resident/visitor to ensure no one is getting trapped in the gates.
 - a. If someone is stuck, the guardhouse needs to notify the Roving Guard to assist the resident
- 16. Do not allow landscaping vendors in before 9am on Saturdays and Sundays
 - a. Entrance cannot be denied, therefore, please advise them that they are not allowed to begin work until 9am
- 17. Staff the Guardhouse with English-speaking guards (they MUST speak English)
- 18. Advise management of any discrepancies in database as mentioned by visitors (i.e. different phone numbers) so that Ciubhouse staff can make any changes using the alternative log-in spreadsheet
- 19. Guards are to park in the back of Clubhouse parking lot



- 20. Personal cell phones should not be used while on duty
- 21. Reports need to be submitted to the Clubhouse to handle accordingly (along with necessary pictures)
 - a. Regarding the computer, software, phone, gates, etc.
- 22. Reports must have the date and time



Roving Guard

- 1. Roving guards should be friendly and personable with homeowners/residents they see around the community
- 2. Roving guards are to ensure all gates around the community are closed, including FPL easements.
- 3. Roving guards are not to drive the golf cart on the sidewalks
- 4. Roving guards are to escort the Ciubhouse staff from the clubhouse when closing and opening to ensure facility is secure
- 5. Roving guards are to be present at the Clubhouse to check iDs of residents and have them sign in, when the Club Attendant is on break
- 6. Roving guards are to assist residents when they are stuck in the trapping systèm at the access points by using the gate panel key to open the white boxes for the arm barriers and flipping the switch for the arm barrier to raise and then reset the switch to the original position. 2 keys were provided to FPS (one for Roving guard and one for Supervisor Ricardo Garcia).
- 7. If the Guards notice any property damage or suspicious activity, it MUST be reported to the POLICE/BSO (Broward Sheriff's Office) immediately and to the Clubhouse staff.
 - a. The Guard must provide their report, photos, and case# card to the Clubhouse.
- 8. Roving Guards are to assist the Clubhouse staff with FPL light inspections for the entire property (day and night) on a weekly basis.
- 9. Roving guards are to check the Clubhouse and pool area every hour
- 10. Roving guards need to check the tot lots on their patrol
- 11. Personal cell phones should not be used while on patrol
- 12. Reports need to be submitted to the Clubhouse to handle accordingly (along with necessary pictures)
 - a. Regarding the computer, software, phone, gates, etc.
- 13. Roving guards should report/remove any advertisement signs on common areas and return the sign to the Clubhouse
- 14. If cars are parked on common grounds, the roving guards need to ask for the car to be moved. If the car is still not moved, it needs to be reported to the Clubhouse to issue a "WARNING" sticker.
- 15. Reports must have the date and time
- 16. Ali gate panels MUST be locked at all times.
- 17. Roving guards must reinforce pooi rules when it is raining, thundering, and/or lightning.
 - a. Guests may not be allowed in the pool when it is thundering and lightning. They must remain under the pavilion or inside the Clubhouse.
 - b. Guests must wait 30 minutes before entering the pool after the last sound of thunder

PLEASE NOTE THE ABOVE GUIDELINES ARE SUBJECT TO CHANGE AT MANAGEMENT'S DISCRETION.

ADDENDUM TO SECURITY AGREEMENT

This Addendum to Agreement entered into by and between Kent Security of Palm Beach, Inc. ("Kent") and Monterra Community Development District ("Client"), this _____ day of July 2017.

WHEREAS, the parties hereto desire to amend the existing Agreement, in accordance with the conditions set forth below.

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Original Agreement is modified to state the following:

- 1. Effective August 1, 2017 to October 1, 2017, Client agrees to pay to Kent a total of \$5,000, for 8 weeks of additional services to include the following:
 - Guard Service at 20 hours per week.
 - Roving Patrol vehicle at \$1,200 per month.
- 3. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF the parties have caused this Addendum to be executed on the day and year set forth above.

Each individual executing this agreement represents and warrants that he or she is duly authorized to execute and deliver this Addendum on behalf of the respective parties to this Addendum.

Kent Security of Palm Beach, Inc. (Kent)

Authorized Agent

Monterra Community Development District (Client)

Authorized Agent

ADDENDUM TO SECURITY AGREEMENT

This Addendum to Agreement entered into by and between Kent Security of Palm Beach, Inc. ("Kent") and Monterra Community Development District ("Client"), this ____ day of <u>June</u> 2018.

WHEREAS, the parties hereto desire to amend the existing Agreement, in accordance with the conditions set forth below.

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Original Agreement is modified to state the following:

- 1. Effective June 11, 2018 to August 10, 2018, Client agrees to pay to Kent a total of \$5,000, for 8 weeks of additional services to include the following:
 - Guard Service at 20 hours per week.
 - Roving Patrol vehicle at \$1,200 per month.
- 3. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF the parties have caused this Addendum to be executed on the day and year set forth above.

Each individual executing this agreement represents and warrants that he or she is duly authorized to execute and deliver this Addendum on behalf of the respective parties to this Addendum.

DisTruct MANAYA

Kent Security of Palm Beach, Inc. (Kent)

Authorized Agent

Monterra Community Development District (Client)

Authorized Agent

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Ninth Order of Business

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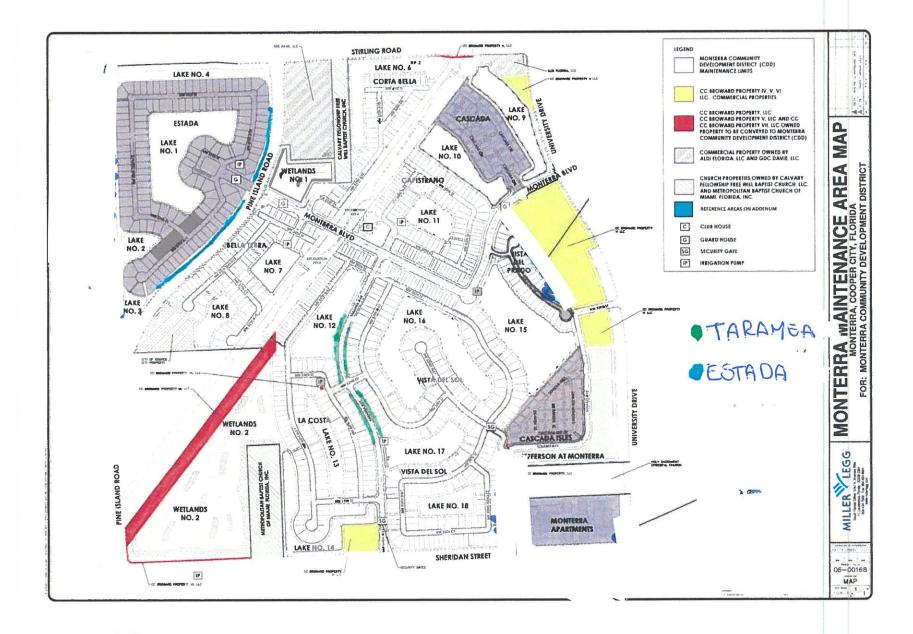
THIS DOCUMENT WILL BE PROVIDED UNDER SEPARATE COVER

9C.

Monterra Community Development District Request for items approval

ltem	Location	Estimate 1	Estimate 2	Estimate 3	Notes/Additional estimate
Plants fill-ins	Pine Island- Estada	IGM \$5,312.50	Yellowstone \$7,620.0	Brightview \$5,076.82	
Plants fill-ins	Taramea Ave	IGM \$7,400.00	Yellowstone \$10,059.52	Brightview \$7,090.98	

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Estada Plants fill-ins



P.O. Box 936137 Margate - FL 33093-6137 2/11/2020

PROPOSAL

1-3011

Monterra Community Development District c/o Castle Group mmihailovschi@castlegroup.com

Description	Qty	Cost	Total
Proposal 1) Monterra / Estada - Plants Fill-Ins	<u> </u>		
We propose to fill in plant materials along Pine Island on the north and south side of Estada with the following materials ~			
40 ~ Dianella, Blueberry Flax Lily, 3 gallon:	40	15.00	600.00
45 ~ Ficus Microcarpa " Green Island", 7 gallon:	45	37.50	1,687.50
38 ~ Arboricola Trinettes, 7 gallon:	38	37.50	1,425.00
60 ~ Wax Jasmine, 3 gallon:	60	15.00	900.00
10 cubic yards, Mulch (color and type to be determined):	10	70.00	700.00
Costs include installation, soil, and amendments. Dedicated irrigation will be essential following installation.	eriandolominiam marminolominol		
	TOT:		05.010.50
Authorized Signature	TOTAI		\$5,312.50
Date	Valid for 60 days		60 days



Proposal #46624

Date: 02/05/2020 From: Denny Litman

Proposal For

Location

8451 Monterra Blvd

main: mobile: Cooper City, FL 33024

Property Name: Monterra

Monterra / Estada

Terms:

DESCRIPTION	QUANTITY	AMOUNT
General Labor	30.00	\$1,382.25
Blueberry Flax Lily , 3 GAL	40.00	\$650.00
Green Island Ficus 7 GAL	45.00	\$2,250.00
Arbicola Trinette 7 GAL	38.00	\$1,900.00
Wax Jasmine , 3 GAL	60.00	\$975.00
Mulch	150.00	\$843.75
Client Notes		
	SUBTOTAL	\$7,620.00
Signature	SALES TAX	\$0.00
x	TOTAL	\$7,620.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact	Assigned To
Print Name:	Denny Litman Office: dlitman@yellowstonelandscape.com
Date:	





Proposal for Extra Work at **Monterra Community Development**

Property Name Property Address Monterra Community Development

8451 Monterra Boulevard

Cooper City, FL 33024

Contact

Maria Mihailovschi

То

Monterra Community Development District

210 N University Dr Ste 702 Billing Address

Coral Springs, FL 33071

Project Name

Monterra Estada- Plant Fill-ins

Project Description

Fill-in plant materials along Pine Island on the north and south side of Estada.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
40.00	EACH	Dianella - Blueberry Flax Lily 3 gal. Shrub/Perennial Installed	\$10.57	\$422.91
45.00	EACH	Ficus Microcarpa "Green Island" - 7 gal. Shrub/Perennial Installed	\$39.10	\$1,759.39
38.00	EACH	Arboricola Trinette - 7 gal. Shrub/Perennial Installed	\$39.10	\$1,485.71
60.00	EACH	Jasmine Wax - 3 gal. Shrub/Perennial Installed	\$10.57	\$634.37
2.00	PALLET	Mulch Installed	\$387.22	\$774.44

For internal use only

SO# 7134574 JOB# 352601050 Service Line 130

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors; Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite: Client/Owner shall provide all utilities to perform the work Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work
- Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing
- Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization
- 13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved

Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150,00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an stump will be done to a defined ward and depin delow ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Acceptance of this Contract Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing. BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

General Manager Signature Maria Mihailovschi February 14, 2020

BrightView Landscape Services, Inc. "BrightView"

Associate Account Manage

Andres Roman February 14, 2020

Proposed Price: \$5.076.82 Job #: 352601050 SO# 7134574

9Cii

Taramea Plants fill-ins



P.O. Box 936137 Margate - FL 33093-6137 2/11/2020

PROPOSAL

1-3012

Monterra Community Development District c/o Castle Group mmihailovschi@castlegroup.com

Description	Qty	Cost	Total
Proposal 2) Monterra / Teramea Avenue - Plants Fill-Ins			
We propose to fill in plant materials along both sides of Teramea Avenue with the following materials ~			
185 ~ Fakahatchee Grass, 3 gallon: 60 ~ White Fountain Grass, 3 gallon: 24 ~ Cocoplum 7 gallon: 60 ~ Ilex, 7 gallon: 10 cubic yards, Mulch (color and type to be determined): Costs include installation, soil, and amendments. Dedicated irrigation will be essential following installation.	185 60 24 60 10	14.00 15.00 40.00 37.50 70.00	2,590.00 900.00 960.00 2,250.00 700.00
Authorized Signature	TOTAI		\$7,400.00
Date	V	alid for	60 days



Proposal #46622

Date: 02/05/2020 From: Denny Litman

Proposal For

Location

8451 Monterra Blvd

main: mobile: Cooper City, FL 33024

Property Name: Monterra

Monterra / Teramea Ave

Terms:

DESCRIPTION	QUANTITY	AMOUNT
General Labor	30.00	\$1,537.50
Fakahatchee Grass 3 gal	185.00	\$3,006.25
White Fountain Grass 3 GAL	60.00	\$975.00
Cocoplum , 7 GAL	24.00	\$1,200.00
Ilex, 7 GAL	60.00	\$3,000.00
Mulch	150.00	\$843.75
Client Notes		
	SUBTOTAL	\$10,059.52
Signature	SALES TAX	\$0.00
x	TOTAL	\$10,059.52

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact	Assigned To
Print Name:	Denny Litman Office: dlitman@yellowstonelandscape.com
Date:	





Proposal for Extra Work at Monterra Community Development

Property Name

Monterra Community Development

Property Address

8451 Monterra Boulevard Cooper City, FL 33024 Contact

Maria Mihailovschi

To

Monterra Community Development District

Billing Address

210 N University Dr Ste 702

Coral Springs, FL 33071

Project Name

Monterra Teramea Ave- Plant fill-in

Project Description

Fill-in plant material along both sides of Taramea Ave

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
185.00	EACH	Fakahatchee Grass - 3 gal. Shrub/Perennial Installed	\$11.32	\$2,093.79
60.00	EACH	White Fountain Grass - 3 gal. Shrub/Perennial Installed	\$11.32	\$679.07
24.00	EACH	Cocoplum - 7 gal. Shrub/Perennial Installed	\$38.77	\$930.54
60.00	EACH	llex - 7 gal. Shrub/Perennial Installed	\$49.47	\$2,968.36
1.00	PALLET	Mulch Installed	\$419.22	\$419.22

For internal use only

 SO#
 7134619

 JOB#
 352601050

 Service Line
 130

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, daims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate
- Access to Jobsite: Client/Owner shall provide all utilities to perform the work Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work
- Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice
- Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing
- Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization
- Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly the designs involved. to the designer involved,

Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree

- Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and lendscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature

Signature

General Manager

Maria Mihailovschi

February 14, 2020

BrightView Landscape Services, Inc. "BrightView"

Associate Account Manage

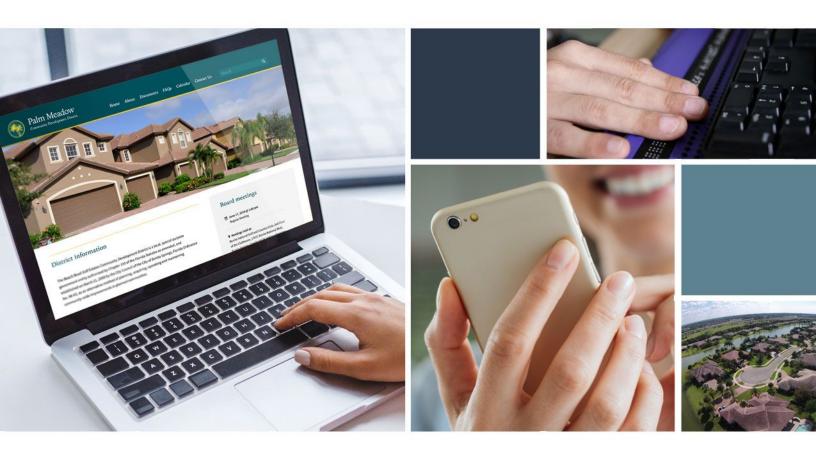
Andres Roman February 14, 2020

Job #: 352601050

Proposed Price: \$7.090.98

SO# 7134619

9Di.



Keeping your community informed. And you compliant.

Monterra Community Development District

Proposal date: 2019-12-13

Proposal ID: CEJYH-QIKUI-CXDNU-T6TZG

Pricing	2
Services	3-5
FAQs	6
Statement of work	7-8
Torms and conditions	0 11



Ted Saul

Director - Digital Communication

Sometimes Certified Specialist



Pricing

Effective date: 2020-01-01

Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents	1	\$1,512.30
 Migration website pages and present on a staged website for approval Initial PDF Accessibility Compliance Service for 1500 pages of remediation 		

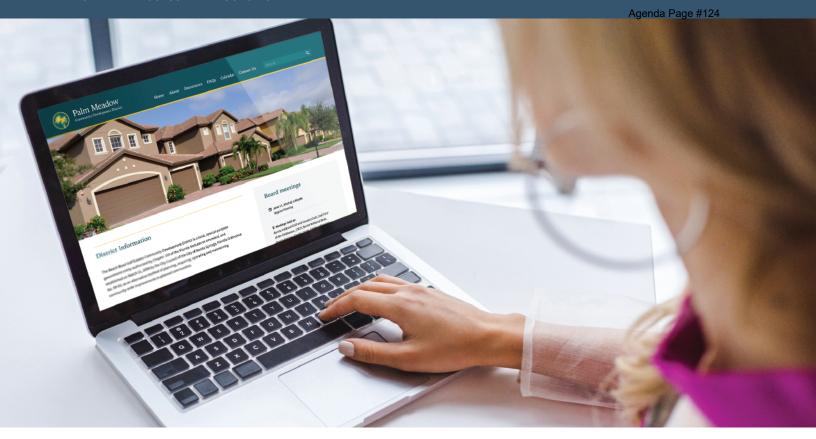
Annual ongoing services	Quantity	Subtotal
Website services	1	\$615.00
 Hosting, support and training for users Website management tools to make updates Secure certification (https) Monthly accessibility site reporting, monitoring and error corrections 		
Ongoing PDF Accessibility Compliance Service	750*	\$937.50
 Remediation of all PDFs stored on your website Remediation of up to 750 PDF pages Dashboard for reporting and managing all PDFs 48-hour turnaround for fixes for board agendas PDF manager dashboard 		
Social Media Manager		Included

^{*}Maximum PDF pages per 12 month period



\$3,064.80

Total:



Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible - and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting

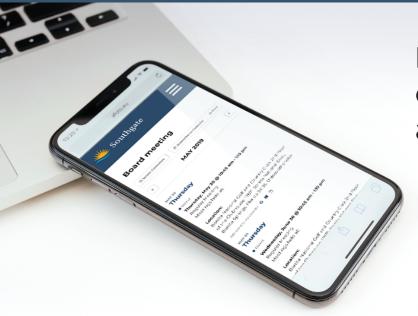


Meets Florida statutes and federal laws



Save CDD board time and money





Keeping your community informed and compliant.



We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes





A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..









Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

- 1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 - 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time ("WCAG");
 - 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 - 3. Display an ADA compliance shield, seal, or certification;
 - 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 - 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be "mobile friendly" and offer a "mobile version" of the sites content for access from tablets or smart phones.
 - 6. Be free of any commercial advertising;
 - 7. Be free of any known spyware, virus, or malware;
 - 8. Secure certification (https)
 - 9. Secure cloud hosting with fail-overs
 - 10. Allow for data backups, and record retention as required by law;
 - 11. Allow for the display a calendar, reservation request form, and newsletter;
 - 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 - 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
- 2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District's website.
- 3. Maintenance and Management of the Website.
 - 1. Contractor will manage and maintain the website;
 - 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;*
 - 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 - 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
 - 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

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5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

4. Monthly Auditing and Remediation Services.

- 1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
- 2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
- 3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

5. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

This Website Creation and Management Agreement (this "Agreement") is entered into as of 2020-01-01, between the Monterra Community Development District, whose mailing address is 210 N University Dr, STE 702, Coral Springs, FL 33071 (the "District") and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the "Contractor").

Background Information:

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 District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the "ADA"). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

- **1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
- **2. Scope of Services.** The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the "Statement of Work" attached hereto.
- **3. Term and Renewal.** The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

4. Termination.

- a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.
- b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and

the opportunity to cure the breach.

- c. Upon termination of this Agreement:
 - i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
 - ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
 - iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
 - iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

5. Compensation and Prompt Payment.

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$1,512.30 for the Onboarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on October 1, 2019 the District agrees to compensate the Contractor \$1,552.50 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.
- **6. Additional Work.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- 7. Ownership of Website, Domain Name, and Content. The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

- **8.** No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).
- **9. Promotion.** The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).
- **10.** Warranty. The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.
- 11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
- 12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.
- **13. Insurance**. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers

Compensation insurance as required by law.

- **14. Limitation of Liability.** Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelvementh period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.
- 15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- 16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.
- 17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.
- **18.** Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.
- 19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms

of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and 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 the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

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 854-603-0033, OR BY EMAIL AT SANDRA.DEMARCO@INFRAMARK.COM, OR BY REGULAR MAIL AT 210 N. UNIVERSITY DR. STE 702, CORAL SPRINGS, FL. 33071.

- **21. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.
- **22. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.
- **23. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.

- **24. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- **25. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. 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.
- **26.** Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.
- **27. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC.		Monterra	
	 		
Steve Williams	Date	Print name	Date
VP of Marketing	2		2

Exhibit A: Proposal for Services

Implementation	Quantity	Subtotal
Onboarding of ADA Compliant Website and Remediation of Historical Documents	1	\$1,512.30
 Migration website pages and present on a staged website for approval Initial PDF Accessibility Compliance Service for 1500 pages of remediation 		
Ongoing services	Quantity	Subtotal
Website services	1	\$615.00
 Hosting, support and training for users Website management tools to make updates Secure certification (https) Monthly site reporting, monitoring and error corrections 		
Ongoing PDF Accessibility Compliance Service	750*	\$937.50
 Remediation of all PDFs stored on your website Remediation of up to 750 PDF pages Dashboard for reporting and managing all PDFs 48-hour turnaround for fixes for board agendas PDF manager dashboard 		
Social Media Manager		Included

Statement of work

- 1. On-boarding of ADA Compliant Website and Remediation of Historical Documents. Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 - 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time ("WCAG");
 - 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 - 3. Display an ADA compliance shield, seal, or certification;
 - 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 - 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be "mobile friendly" and offer a "mobile version" of the sites content for access from tablets or smart phones.
 - 6. Be free of any commercial advertising;
 - 7. Be free of any known spyware, virus, or malware;
 - 8. Secure certification (https)
 - 9. Secure cloud hosting with fail-overs
 - 10. Allow for data backups, and record retention as required by law;
 - 11. Allow for the display a calendar, reservation request form, and newsletter;
 - 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 - 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
- 2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District's website.
- 3. Maintenance and Management of the Website.
 - 1. Contractor will manage and maintain the website;
 - 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;*
 - 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 - 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
 - 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

4. Monthly Auditing and Remediation Services.

- 1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
- 2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
- 3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

5. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Proposal For Monterra CDD

(URL: https://www.monterracdd.com/) Website Type: Large

Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
August 13, 2018	1.0	Updated "The Law, ADA and WCAG" section details	VB Joshi, Kristen T
January 10 th , 2019	2.0	Updated conversion and support costs based on discussed scope	VB Joshi
February 25, 2019	2.2	Updated fee-simple pricing and human audit seal	VB Joshi
March 21, 2019	2.3	Added quarterly audit as per insurance requirement	VB Joshi
March 28, 2019	2.4	Updated Annual Maintenance price for ADA support only	VB Joshi
May 7, 2019	2.5	Updated for CDD specific info after conversing with CDD Manager	VB Joshi
May 20, 2019	2.6	Added Human Audit Details	VB Joshi
June 9, 2019	2.7	Added Hosting and Backup to Maintenance	VB Joshi
July 7, 2019	2.8	Updated maintenance with full content compliance as per insurance needs	VB Joshi
December 12, 2019	2.9	Updated after detailed current site review	VB Joshi









Your website gets 2 Compliance Seals

VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal*

(* Human Audit Contract required)





VGlobalTech is the ADA, WCAG Compliance Expert, with over 250 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Visit https://vglobaltech.com/website-compliance/ for details.

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Any violations are punishable under the law and shall be prosecuted.

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1.0 The Law

Source: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

189.069 Special districts; required reporting of information; web-based public access. —

- (1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.
- (a) Each independent special district shall maintain a separate website.
- (b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.
- (2)(a) A special district shall post the following information, at a minimum, on the district's official website:
- 1. The full legal name of the special district.
- 2. The public purpose of the special district.
- 3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
- 4. The fiscal year of the special district.
- 5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
- 6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
- 7. A description of the boundaries or service area of, and the services provided by, the special district.
- 8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges ਅਰਪੀ ਰਿਵਾਸਟੀ ਪੀ ਹੈਵ patient charges by a hospital or other health care provider.

- 9. The primary contact information for the special district for purposes of communication from the department.
- 10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
- 11. The budget of the special district and any amendments thereto in accordance with s.189.016.
- 12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
- 13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
- 14. The public facilities report, if applicable.
- 15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
- 16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.
- (b) The department's website list of special districts in the state required under s. 189.061shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

2.0 ADA & WCAG Compliance - Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: https://www.w3.org/WAI/standards-guidelines/wcag/

Visit http://vglobaltech.com/website-compliance/ for more details, do a website compliance check on your website and to download a PDF proposal.

2.1 Common Problems and Solutions in Website Accessibility?

2.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an "alt" tag for brief amounts of text or a "longdesc" tag for large amounts, to each image and graphic on your agency's website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor's picture, adding an "alt" tag with the words "Photograph of Mayor Jane Smith" provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a "longdesc" tag that includes a text equivalent description of each location shown on the map – e.g., "City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue."

2.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

2.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users' web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

- 1. **Perceivable** Information and user interface components must be presentable to users in ways they can perceive.
 - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
- 2. **Operable** User interface components and navigation must be operable.
 - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
- 3. **Understandable** Information and the operation of user interface must be understandable.
 - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
- 4. **Robust** Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit https://vglobaltech.com/website-compliance/ for details of our compliance process and expertise in this area.

Please see References section for several resources on compliance.

intended for the entities listed clearly on this proposal. Any distribution without written consent shall be proceduted

3.0 Pricing

Website Complexity: Small Level Websites

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

3.1 Existing Website Remediation / New Website Build:

	Task
1.	Remediate existing website / Build new website from start as per Florida
	Statute Chapter 189 requirements. Ensure ADA & WCAG compliance
	requirements. Customer shall provide all documents and content required. ALL
	webpages on the website. Create accessibility document, code review, html
	updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile
	Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology
	compatibility
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content
	Accessibility Guidelines (WCAG)
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance
	/ Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1
	year only)
7.	Web Design Total: \$4550/- (one time)

3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance <u>DOES NOT</u> include the quarterly audits proposed in the next section. Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task							
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. <i>Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.</i>							
2.	PDF Documents conversion (to Text, HTML etc) as needed (<i>new documents during the maintenance year only</i>) for ADA Compliance / Reader Compliance. VGlobalTech's proprietary batch conversion software shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). There is no limit on how many documents or pages per documents can be converted per month using VGlobalTech's software . If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.							
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)							
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:							
	Total Monthly Maintenance with full content							
	upload, document conversion and Hosting:							
	\$250 / month							
	*support beyond 8 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any) ***Monthly maintenance must be paid before the 10 th of every month							

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** https://vglobaltech.com/wpcontent/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: https://vglobaltech.com/website-compliance/

Together we are now able to provide not one but two compliance seals for all our customers:

1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Accessibility Guidelines (WCAG), Section **508** of Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear - Universal, Creative Web design that works for everyone, everywhere and every time!

2. Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

Cost for Audit: \$400 / per audit

- Can be paid yearly for all 4 audits (\$1600) or can be paid per audit every quarter \$400
- Seals renewed every quarter
- Audits are conducted by VGlobalTech and LightHouse Agency together
- Full Audit reports shall be provided

This proposal includes following points, stipulations terms and conditions: Agenda Page #151

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *unless otherwise noted

- * email and phone communication
- *Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.
- *Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH
- *Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

Date

4.0 Proposal Acceptance:

For VGlobalTech

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

Select Proper Option Below, Sign and Date, Return to contact@vglobaltech.com:
Option1: Website only Section 3.1: One time (website conversion and compliance cost):
Option2: Website and Monthly Maintenance w/ Hosting Section 3.1: One time (website conversion and compliance cost) +
Section 3.2 ADA Compliance Monthly Maintenance and Hosting
Option3: Website and Quarterly Audits
Section 3.1: One time (website conversion and compliance cost)
Section 3.3 Quarterly Technical and Human Audit Testing
Option4: Website, Monthly Maintenance w/ Hosting and Quarterly Audits
Section 3.1: One time (website conversion and compliance cost) +
Section 3.2 ADA Compliance Monthly Maintenance and Hosting +
Section 3.3 Quarterly Technical and Human Audit Testing
Signatures:
For Customer Date
VB Joshi

5.0 References: Agenda Page #153

ADA Best Practices Tool Kit for State and Local Governments:

https://www.ada.gov/pcatoolkit/chap5toolkit.htm

U.S. Department of Justice, Civil Rights Division, *Disability Rights Section* https://www.ada.gov/websites2.htm

Web design Standards: https://www.w3schools.com/

Web Content Accessibility Guidelines (WCAG) https://www.w3.org/TR/WCAG21/

VGlobalTech Web Content Accessibility Implementation and Checkpoints: http://vglobaltech.com/website-compliance/









Page **15** of **15**

9Div.

From: "Arocha, Jorge" < <u>Jorge.Arocha@fpl.com</u>>

Date: February 13, 2020 at 7:56:03 PM EST

To: "Miller, George" < George.Miller2@inframark.com>
Subject: RE: FPL survey for EMFs in Monterra CDD

I attached the handouts that discuss some of the studies that have been done and also mention the exposure guidelines and the Florida Standard (limits) for EMF from transmission lines.

All the readings for Florida limits are supposed to be met at the edge of the FPL transmission easement. However, all the measurements taken including just below the transmission lines were well below those limits.

I'll send tomorrow/Monday the rest.

Thanks,

Jorge

From: Miller, George < George.Miller2@inframark.com >

Sent: Thursday, February 13, 2020 5:27 PM **To:** Arocha, Jorge < <u>Jorge.Arocha@fpl.com</u>>

Subject: RE: FPL survey for EMFs in Monterra CDD

That's fine. I'll look for your report on Monday because I really want the Board to become educated on this topic.

By Florida statute, we have to publish the agenda on Monday (a week ahead of the meeting) and I would like to include your report in the agenda package. However if I have to, I am able to bring it to the meeting and present it then. The downside of this is no one will have had a chance to read and assimilate the data and they would then table any discussion until the March meeting.

Thanks for all your assistance on this. George

From: Arocha, Jorge < <u>Jorge.Arocha@fpl.com</u>>
Sent: Thursday, February 13, 2020 4:15 PM

To: Miller, George < George < George < Miller2@inframark.com>
Subject: RE: FPL survey for EMFs in Monterra CDD

George,

I'm preparing for a meeting I have half day tomorrow and then I'll only have some time in afternoon tomorrow to work on it. I'll try to get it to you by afternoon but it's possible I won't get done until Monday.

Thanks

Jorge

From: Miller, George < George. Miller 2@inframark.com >

Sent: Wednesday, February 12, 2020 4:48 PM **To:** Arocha, Jorge < <u>Jorge.Arocha@fpl.com</u>>

Subject: RE: FPL survey for EMFs in Monterra CDD

Thanks so much. If I receive your work by Friday I'll be able put it on the agenda that will be published on Monday 2/17 for the BOS Board meeting scheduled for Monday the 24th. What the Board does with this data I will not hazard a guess. Once I see the report readings I may have an idea. Does FPL have any people that I could invite to a meeting to discuss EMFs? I'm sure that my resident Mr. Zee will want to address the Board again and I would love to have someone learned in this subject as a counter point.

From: Arocha, Jorge < <u>Jorge.Arocha@fpl.com</u>>
Sent: Wednesday, February 12, 2020 3:30 PM

To: Miller, George < George. Miller 2@inframark.com >

Cc: Maria Mihailovschi (mmihailovschi@castlegroup.com) <mmihailovschi@castlegroup.com>

Subject: Re: FPL survey for EMFs in Monterra CDD

George,

I took the measurements this afternoon. I took a picture at each location of reading and background which I will organize and send to you in next few days.

Thanks,

Jorge Arocha PE CPQ CS Power Quality CS Technology Support (305) 569-4143 (305) 790-7728

On Feb 5, 2020, at 1:37 PM, Miller, George < George. Miller 2@inframark.com > wrote:

CAUTION - EXTERNAL EMAIL

Jorge

Thank you for your call a few moments ago. Yes please send me the handouts that you spoke about.

When you come to Montera CDD next week, should you have any difficulty or problem please first contact Maria Mihailovschi? She is the Clubhouse manager and my on-site manager and secondly contact me. I have copied her on this email so she will know that you might be calling.

While it is not necessary that I accompany you I will be on-site next week on Thursday. Should you be on the property on that date perhaps our paths will cross, I would like to say hello.

Regards George



Additional Sources of EMF Information

Florida Power & Light Company encourages people who are interested to learn more about EMF. Public information on EMF is available from many sources, including:

- » U.S. National Cancer Institute, Factsheet, Magnetic Field Exposure and Cancer, 2014 http://www.cancer.gov/cancertopics/factsheet/Risk/magnetic-fields
- » U.S. National Institute of Environmental Health Sciences, EMF Questions & Answers (2002)

English

https://www.niehs.nih.gov/health/materials/electric and magnetic fields associated with the use of electric power questions and answers english 508.pdf

Spanish

https://www.niehs.nih.gov/health/materials/electric and magnetic fields associated with the use of electric power questions and answers spanish 508.pdf

- » World Health Organization, About Electromagnetic Fields, (2012) http://www.who.int/peh-emf/about/en/
- » **Health Canada**, EMF at Extremely Low Frequencies, (2010) http://healthycanadians.gc.ca/healthy-living-vie-saine/environment-environnement/home-maison/emf-cem-eng.php
- » Australia Radiation Protection and Nuclear Safety Agency https://www.arpansa.gov.au/understanding-radiation/radiation-sources/more-radiation-sources/electricity
- » Florida Department of Environmental Protection https://www.arpansa.gov.au/understanding-radiation/radiation-sources/more-radiation-sources/electricity
- » The Florida Power & Light Company web site <u>www.FPL.com/EMF</u>
- » Your local library

November 2017 43369



Guidelines for General Public Exposures to Power Frequency Electric and Magnetic Fields

Expert professional organizations, including the International Commission on Non-Ionizing Protection (ICNIRP) and the IEEE International Committee on Electromagnetic Safety on Non-Ionizing Radiation (IEEE/ICES), have developed voluntary guidelines for public exposures to power frequency (60 Hz) electric and magnetic fields. These exposure guidelines have been endorsed by the World Health Organization and identify levels of power frequency electric and magnetic fields that the expert organizations consider safe for public exposures based on their reviews of the scientific research.

Guidelines for General Public Exposures to Power Frequency Electric and Magnetic Fields

	ELECTRIC FIELDS (in kilovolts per meter)*	MAGNETIC FIELDS (in milliGauss)**	
ICNIRP ¹	4.16 kV/m	2,000 mG	
IEEE/ICES ²	5 kV/m	9,040 mG	

^{*1} kilovolt = 1,000 volts

[Note: Individuals with implanted medical devices such as cardiac pacemakers may wish to consult their physician about the electromagnetic compatibility of a specific device.]

April 2015 34914

^{**1,000} mG = 1 Gauss

^{1 &}quot;ICNIRP Statement – Guidelines for Limiting Exposure to Time-Varying Electric and Magnetic Fields (1 Hz to 100 KHz)." International Commission on Non-Ionizing Radiation Protection (2010) (Reference Levels for Occupational Exposures – 60 Hz electric and magnetic fields).

² "C95.6 IEEE Standard for Safety Levels with Respect to Human Exposure to Electromagnetic Fields, 0 – 3 kHz." IEEE International Committee on Electromagnetic Safety on Non-lonizing Radiation, IEEE Standards Coordinating Committee 28 (2002) (For electric fields on power line rights-of-way, exposures of 10 kV/m permitted; for magnetic fields, higher exposures allowed for arms or legs.)



EMF & Health Recent Findings By Public Health Authorities

US National Cancer Institute (2016)

Electromagnetic Fields and Cancer,

www.cancer.gov/about-cancer/causes-prevention/risk/radiation/electromagnetic-fields-fact-sheet

"Numerous epidemiologic studies and comprehensive reviews of the scientific literature have evaluated possible associations between exposure to non-ionizing EMFs and risk of cancer in children. (Magnetic fields are the component of non-ionizing EMFs that are usually studied in relation to their possible health effects.) Most of the research has focused on leukemia and brain tumors, the two most common cancers in children. Studies have examined associations of these cancers with living near power lines, with magnetic fields in the home, and with exposure of parents to high levels of magnetic fields in the workplace. No consistent evidence for an association between any source of non-ionizing EMF and cancer has been found."

Australian Radiation Protection and Nuclear Safety Agency (2015)

Electricity and Health.

www.arpansa.gov.au/pubs/factsheets/ElectricityAndHealth.pdf

"The scientific evidence does not establish that exposure to the electric and magnetic fields found around the home, the office or near powerlines causes health effects."

"There is no established evidence that the exposure to magnetic fields from powerlines, substations, transformers or other electrical sources, regardless of the proximity, causes any health effects."

Health Canada (2016)

Electric and magnetic fields from power lines and electrical appliances,

http://healthycanadians.gc.ca/healthy-living-vie-saine/environment-environnement/home-maison/emf-cem-eng.php

"The vast majority of scientific research to date does not support a link between ELF magnetic field exposure and human cancers. At present, the evidence of a possible link between ELF (Extra Low Frequency) magnetic field exposure and cancer risk is far from conclusive and more research is needed to clarify this 'possible' link."

"There is no conclusive evidence of any harm caused by exposures at levels found in Canadian homes and schools, including those located just outside the boundaries of power line corridors."

June2018 FPL_38078



EMF Occupational Exposure Guidelines

Voluntary guidelines for workplace exposures to power frequency (60 Hz) electric and magnetic fields have been developed by a number of expert professional organizations, including the American Conference of Governmental Industrial Hygienists (ACGIH), the International Commission on Non-Ionizing Protection (ICNIRP) and the IEEE International

Committee on Electromagnetic Safety on Non-lonizing Radiation (IEEE/ICES). These guidelines identify levels of power frequency electric and magnetic fields that the expert organizations consider safe for occupational exposures based on their reviews of the scientific research.

Elect	ric and Magnetic Fields Exposure Guidelines for
	Workers in Occupational Environment

	ELECTRIC FIELDS (in kilovolts per meter)*	MAGNETIC FIELDS (in Gauss)**	
ACGIH ¹	25 kV/m	10.0 G	
ICNIRP ²	8.33 kV/m	10.0 G	
IEEE/ICES ²	20 kV/m	27.1 G	

^{*1} kilovolt = 1,000 volts

[Note: Individuals with implanted medical devices such as cardiac pacemakers may wish to consult their physician about the electromagnetic compatibility of a specific device.]

March 2015

^{**1} Gauss = 1,000 mG

¹ "2015 TLVs and BEIs." American Conference of Governmental Industrial Hygienists (2014) (Sub-Radiofrequency (30 kHz and below) and Static Electric Fields; Sub Radiofrequency (30 kHz and below) Magnetic Fields) (Higher levels permitted for exposures to arms/legs: 50 G and hands/feet: 100 G).

² "ICNIRP Statement – Guidelines for Limiting Exposure to Time-Varying Electric and Magnetic Fields (1 Hz to 100 KHz)." International Commission on Non-Ionizing Radiation Protection (2010) (Reference Levels for Occupational Exposures – 60 Hz electric and magnetic fields).

³ "C95.6 IEEE Standard for Safety Levels with Respect to Human Exposure to Electromagnetic Fields, 0 – 3 kHz." IEEE International Committee on Electromagnetic Safety on Non-Ionizing Radiation, IEEE Standards Coordinating Committee 28 (2002) (Maximum Permissible Exposure Levels for Controlled Environments: 60 Hz electric fields – whole body; 60 Hz magnetic fields – head & torso) (higher levels permitted for exposures to arms/legs: 631 G).



Guidelines for General Public Exposures to Power Frequency Electric and Magnetic Fields

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Guidelines for General Public Exposures to Power Frequency Electric and Magnetic Fields

	ELECTRIC FIELDS (in kilovolts per meter)*	MAGNETIC FIELDS (in milliGauss)**	
ICNIRP ¹	4.16 kV/m	2,000 mG	
IEEE/ICES ²	5 kV/m	9,040 mG	

^{*1} kilovolt = 1,000 volts **1,000 mG = 1 Gauss

[Note: Individuals with implanted medical devices such as cardiac pacemakers may wish to consult their physician about the electromagnetic compatibility of a specific device.]

April 2015 34914

¹ "ICNIRP Statement – Guidelines for Limiting Exposure to Time-Varying Electric and Magnetic Fields (1 Hz to 100 KHz)." International Commission on Non-Ionizing Radiation Protection (2010) (Reference Levels for Occupational Exposures – 60 Hz electric and magnetic fields).

² "C95.6 IEEE Standard for Safety Levels with Respect to Human Exposure to Electromagnetic Fields, 0 – 3 kHz." IEEE International Committee on Electromagnetic Safety on Non-lonizing Radiation, IEEE Standards Coordinating Committee 28 (2002) (For electric fields on power line rights-of-way, exposures of 10 kV/m permitted; for magnetic fields, higher exposures allowed for arms or legs.)

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District Manager's Invoice Ratification

Invoice Summary for January 2020

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
WO-021781	AT&I (MONTERRA CDD)	01/17/2020	MONTERRA CDD (MONTERRA CDD)	858.76
INV-3766	CLIFFORD R. RISLEY (MONTERRA CDD)	01/06/2020	MONTERRA CDD (MONTERRA CDD)	646.50
53183	LSJ CORP (MONTERRA CDD)	12/06/2019	MONTERRA CDD (MONTERRA CDD)	2,120.00
6602511	BRIGHTVIEW LANDSCAPING (MONTERRA CDD)	11/22/2019	MONTERRA CDD (MONTERRA CDD)	1,000.50
	,		Total:	4.625.76

Invoice Summary for February 2020

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
20203577	ASAP GATE PLUS, LLC (MONTERRA CDD)	02/04/2020	MONTERRA CDD (MONTERRA CDD)	684.72
20-015	HIQ SERVICES CORP	01/30/2020	MONTERRA CDD (MONTERRA CDD)	1,200.00
6701047	BRIGHTVIEW LANDSCAPING (MONTERRA CDD)	01/30/2020	MONTERRA CDD (MONTERRA CDD)	1,960.00
6701046	BRIGHTVIEW LANDSCAPING (MONTERRA CDD)	01/30/2020	MONTERRA CDD (MONTERRA CDD)	1,470.00
20203548	ASAP GATE PLUS, LLC (MONTERRA CDD)	01/29/2020	MONTERRA CDD (MONTERRA CDD)	517.00
	·		Total:	5.831.72

Tenth Order of Business

10A.

SERVICE AGREEMENT (Iguana removal and mitigation)

MONTERRA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Cooper City, Broward County, Florida, and with offices at 210 North University Drive, Suite 702, Coral Springs, Florida 33071 (the "District"), and

M&J ECOLOGICAL LLC, a Florida limited liability company, having its principal address as 2775 NE 187th Street, Suite 120, Aventura, Florida 33160 (the "Contractor").

RECITALS

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, has the authority over certain lands located within the District; and

WHEREAS, the District has a need to retain an independent contractor to provide iguana removal and mitigation services (the "Work" or "Services") within and upon the District lands as set forth in the attached Exhibit B ("Map") and as identified in the Proposal provided by the Contractor attached hereto and incorporated herein by reference as Composite Exhibit A ("Proposal"); and

WHEREAS, the Contractor represents that it is qualified to perform the iguana removal and mitigation services of the District.

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, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

Section 2. Services.

- A. Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform iguana removal and mitigation services of the District in accordance with this Agreement, Florida law and the Proposal.
- B. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

- C. In providing the services identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- D. Contractor, by and through the submission of its Proposal, agrees that it shall be held responsible for having therefore examined the site(s), the location of all proposed services and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site and any other conditions surrounding and affecting the services.

Section 3. Manner of Contractor Performance.

- A. Contractor agrees, as an independent contractor, to undertake and perform the Services specified in this Agreement, as amended from time to time, or in any authorized work order by the District issued in connection with this Agreement and accepted by Contractor. Contractor shall provide Services at a minimum of three (3) days per week. Contractor shall provide detailed monthly reports.
- B. All services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in the City of Cooper City, Broward County, and State of Florida. All services performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.
- C. Should any services be required which are not specified in this Agreement or any amendment thereto, but which are nevertheless necessary or the proper provision of services to the District, such services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- D. Contractor agrees that District shall not be liable for the payment of any services not included in Section 4.A., unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such services.
- E. The District Manager of the District or his designee shall act as the District Representative with respect to the services performed under this Agreement. The District Representative shall have complete authorization to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to the services performed by Contractor.
- F. At the request of the District Representative, Contractor agrees to meet with District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- G. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and the Services within twenty-four (24) hours.

Section 4. Compensation.

- A. District agrees to pay Contractor FOUR THOUSAND TWO HUNDRED SEVENTY-NINE AND 00/100 (\$4,279.00) DOLLARS per month for the Services.
- B. Should the District desire additional services or add additional areas, the Contractor agrees to negotiate in good faith to undertake such additional services. Upon successful negotiations, the Parties shall agree in writing to an Amendment to this Agreement.
- **Section 5.** Term. The Contractor shall commence work on the Effective Date, and, unless otherwise terminated in accordance with this Agreement, the initial term of the Agreement shall be one year (the "Initial Term"), which Initial Term, unless otherwise terminated pursuant to Section 6, shall automatically renew for up to two (2) extension terms of one year each.
- Section 6. Termination. Either party may terminate this Agreement without cause by providing thirty (30) days written notice of termination to the other party. Contractor agrees that District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. Upon any termination of this agreement, the Contractor shall be entitled to payment for services performed in accordance with the Agreement up until the effective date of the termination, subject to whatever offsets or claims the District may have against the Contractor.

Section 7. Insurance.

- A. Contractor, and any subcontractor hired by Contractor to perform any services pursuant to this Agreement shall provide and maintain the following insurance throughout the term of this Agreement:
 - 1. Worker's Compensation Insurance in accordance with Florida law.
 - 2. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries and property damage, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors' coverage for bodily injury and property damage in connection with subcontractors' operation.
 - 3. Employer's Liability coverage with limits of at least \$1,000,000 per accident or disease.
 - 4. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injuries and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants and supervisors shall be named as additional insured. Contractor shall furnish District with the Certificate of Insurance evidencing compliance with this requirement. No Certificate shall be acceptable to the District unless the Certificate provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective until the District has been provided with prior written notice at least thirty (30) days in advance of the effective date of the termination or change. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If Contractor 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 Contractor 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.

Section 8. Indemnification.

- A. Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- B. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.
- C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.
- D. Contractor 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 in any other statute.
- Section 9. Liens and Claims. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform the services under this Agreement. Contractor shall keep District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not satisfy or pay such claim or lien within three (3) business days after the filing of notice thereof., the District. In addition to any and all other remedies available under this Agreement and applicable law, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- Section 10. Default and Protection Against Third Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and specific performance. District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's

right to protect its rights from interference by a third party to this Agreement.

- Section 11. Custom and Usage. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from doing so; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements in this Agreement, or as having in any way modified or waived the same.
- Section 12. Successors. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Agreement, except as expressly limited herein.
- Section 13. Permits and Licenses. All permits and licenses required by any governmental agency necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.
- Section 14. Assignment. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.
- Section 15. Independent Contractor. This Agreement does not employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
- Section 16. Familiarity with Laws. Contractor shall be required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Work being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.
- Section 17. Conflicts. In the event of a specific conflict with respect to any provision of this Agreement and the Exhibits thereto, preference, from top to bottom, shall be given, as follows:
 - A. Agreement; followed by;

B. <u>Composite Exhibit A</u>--Proposal.

Section 18. 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 19. Attorney's Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, and appellate proceedings.

Section 20. Extent of Agreement. This Agreement represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 21. Amendments. Amendments to and waivers of provisions contained in this Agreement may only be made by an instrument in writing which is executed by both Contractor and District.

Section 22. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the Contractor and the District, both the Contractor and the District have complied with all applicable requirements of law, and both the Contractor and the District have full power and authority to comply with the terms and provisions of this instrument.

Section 23. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

DISTRICT: Monterra Community Development District

210 N. University Drive, Suite 702 Coral Springs, Florida 33071 Attention: District Manager

With copy to: District Counsel

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

SunTrust Center, Sixth Floor 515 East Las Olas Boulevard Fort Lauderdale, Florida 33301 Attention: Dennis Lyles, Esq.

CONTRACTOR: M&J Ecological LLC

2775 NE 187th Street

Suite 120

Aventura, Florida 33160

Attention: Marcus Franco De Andrade

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 PM (at the place of delivery) or on a non-business day, shall be deemed received 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. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes 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.

Section 24. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor and not 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 express or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all 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 Contractor and their respective representatives, successors, and assigns.

Section 25. Governing Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, controlled, and governed by the laws of the State of Florida with venue lying in Broward County, Florida.

Section 26. Public Records

- A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
 - 1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
 - 2. Upon the request of the District's custodian of public records, 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 as otherwise provided by law; and
 - 3. 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 contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
 - 4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon

completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically 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.

- B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.
- C. 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/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

INFRAMARK INFRASTRUCTURE MANAGEMENT SERVICES 210 NORTH UNIVERSITY DRIVE, SUITE 702 CORAL SPRINGS, FLORIDA 33071 TELEPHONE: (954) 753-5841 EMAIL: SANDRA.DEMARCO@INFRAMARK.COM

- Section 27. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- Section 28. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the event of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against either party.
- Section 29. Effective Date. This Agreement shall be effective after execution by both the District and the Contractor.
 - Section 30. Counterparts. This Agreement may be executed in any number of counterparts,

each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

ATTEST:	MONTERRA COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairman/Vice-Chairman
	ay of September, 2019
WITNESSES:	CONTRACTOR:
Winh Galer	M&J ECOLOGICAL LLC, a Florida limited liability company
PRINT NAME OF WITNESS]	By:
My R	Print Name: Marcus V. Franco De Androse Title: Owner
[PRINT NAME OF WITNESS]	sty day of Sophases, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MWDD/YYYY) 08/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If the cartificate holder is an ADDITIONAL INSURED, the policy/les) must be endorsed. If SURROGATION IS WAIVED, subject to the

te	rms and conditions of the policy, cartificate holder in lieu of such endor	ertal	n po	licies may require an end	dorsen	ient. A stat	ement on th	is certificate does not	onfe	r rights to the
PRODUCER			NAME: ANGEL BAJUELO							
Borboila Insurance Agency			PHONE [AVC. No. Ext]: 305-444-7575 [AVC. No. 1305-443-1315				443-1315			
500	sevilla ave				E-MAIL ADDRE	SS: ANGEL B	A IUELO@AL	LSTATE.COM.	-	
Sult	e 202				PRODU	CER MER ID #:	SHALL CAMPA	LOTATE.COM	-00	
	al Gables, FL 33134				CUSIC	271.00	SURER(S) AFFO	RDING COVERAGE		NAIC #
INSU	REO				INSURI	RA: HISCO				- Hote
	M&J ECOLOGICAL LLC					RB: ALLSTA				
	565 NE 191 ST				INSUR		112 1110 0111			
	MIAMI FL 33179				INSURI					
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CO	VERAGES CER	TIF	CAT	E NUMBER:	Moditi			REVISION NUMBER:		
TI	IS IS TO CERTIFY THAT THE POLICIES	OF	INSU	RANCE LISTED BELOW HA	VE BE	EN ISSUED TO	THE INSUR	ED NAMED ABOVE FOR	THE F	POLICY PERIOD
C	DICATED. NOTWITHSTANDING ANY REPRETED TO MAY BE ISSUED OR MAY BE ISSUED OR MAY ROLUSIONS AND CONDITIONS OF SUCH	PER POL	TAIN, ICIES	THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	DED BY	THE POLICIE REDUCED BY	ES DESCRIBE PAID CLAIMS	D HEREIN IS SUBJECT 1	O AL	L THE TERMS,
INSR	TYPE OF INSURANCE	INSP	SUBI	POLICY NUMBER		(MINIDD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8	412
Α	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY		,	UDC-4042329-CGL-19		01/16/2019	01/16/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	CLAIMS-MADE X OCCUR	X						MED EXP (Any one person)	\$	5.000
	CDAIMS-MADE IN COCOR		1					PERSONAL & ADV INJURY	5	
			1					GENERAL AGGREGATE	\$	1,000,000 2,000,000
	AND ADDRESS OF THE PERSON OF T		1					PRODUCTS - COMP/OP AGG	S	
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO: LOC		50						\$	S/T GEN AGG
В	AUTOMOBILE LIABILITY		ļ,	648859910		07/25/2019	07/25/2020	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO	X		_				BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS			*				BODILY (NJURY (Per accident)	\$	
	X SCHEDULED AUTOS HIRED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
	NON-OWNED AUTOS		1						\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE	_	/r					AGGREGATE	\$	
	DEOUCTIBLE	1	ľ						\$	
.53	RETENTION \$	-							\$	
	WORKERS COMPENSATION							WCSTATU- OTH-		
	AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	<u> </u>					E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED?	n / A	ľ				3	E.L. DISEASE - EA EMPLOYEE	\$	
2.1	(Mandatory In NH) If yes, describe under SPECIAL PROVISIONS below							E.L. DISEASE - POLICY LIMIT	s	
Α	Prof Liability	X	Γ	UDC-4042329-EO-19		01/16/2019	01/16/2020	EACH CLAIM \$500,000 AGGREGATE \$500,000		
DESCRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate Holder is listed as additional insured.										
_	TELOTIE NOI DED				CANC	ELLATION			-	
CE	RTIFICATE HOLDER	_			CANC	ELLATION				
Monterra Community Development District SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE AND ADDRESSED ADDRESSED AND ADDRESSED AND ADDRESSED AND ADDRESSED AND ADDRESSED ADDRESSED AND ADDRESSED AND ADDRESSED AND ADDRESSED AND ADDRESSED ADDRESSED AND ADDRESSED AND ADDRESSED AND ADDRESSED AND ADDRESSED AND ADDRESSED AND ADDRESSED ADDRESSED AND ADDRESSED ADDRESSED ADDRESSED AND ADDRESSED ADDRESSED AND ADDRESSED ADD				ED BEFORE THE DANCE WITH THE						
	8451 Monlerra Boulevard POLICY PROVISIONS.									
	Cooper City, FL 33024 AUTHORIZED REPRESENTATIVE									
			AVIIIV	And	33	_				
-		_			11	0 198	8- 2009 ACC	ORD CORPORATION.	All ric	ahts reserved.



MyFWC.com

To buy a license, go to <u>GoOutdoorsFlorida.com</u>, call toll-free at 1-888-347-4356, or visit one of our many license agent locations.

For the purposes of hunting and fishing in Florida a resident is:

- 1. Any member of the United States Armed Forces who is stationed in the state and his or her family members residing with such member; or
- 2. Any person who has declared Florida as his or her only state of residence as evidenced by a valid Florida driver license or identification card with both a Florida address and a Florida residency verified by the Department of Highway Safety and Motor Vehicles, or, in the absence thereof, one of the following:
 - A current Florida voter information card;
 - A sworn statement manifesting and evidencing domicile in Florida in accordance with s. 222.17;
 - Proof of a current Florida homestead exemption; or
 - For a child younger than 18 years of age, a student identification card from a Florida school or, when accompanied by his or her parent at the time of purchase, the parent's proof of residency.

Hunter Education Requirement:

Any person born on or after June 1, 1975 must provide proof of having successfully completed an approved hunter safety course in order to obtain a hunting license, unless they are obtaining a hunting license under the mentoring exemption. Persons obtaining a hunting license with a mentoring exemption must hunt under the supervision of a licensed hunter who is 21 years of age or older.

To report fish or wildlife law violations call 1-888-404-3922.

STATE OF FLORIDA

Customer ID: 260069323
Marcus Henrique Leme Franco
De Andrade
555 NE 191st St
Miami, FL 33179

RESIDENT

DOB: 08/18/1982 Height: 5'11" H\M

HuntEd:4120188003/FL

Print Number: G3#8O6E28586437

Item	Valid For	Price
Federal Duck Stamp (Annual Will Be Mailed)	07/21/19 - 09/03/19	\$28.00
Gold Sportsman	08/05/18 - 08/06/20	\$100.00
Gulf Reef Fish Angler	08/06/19 - 08/06/20	
Hard Card		\$5.00
Migratory Bird Permit	09/01/19 - 03/31/20	
Trapping License	08/05/18 - 08/06/20	\$26.50
На	andling Fee	\$6.30

Your Federal Duck Stamp will be mailed to you. If you do not receive it in 45 days, call 1-800-852-4897.

Total

\$165.80

Your license card will be mailed separately. You should receive it in the next 30 days.

ALL SALES FINAL

By use of this license I agree to comply with all applicable state laws and rules of the Commission.

Order#: Agent ID: 07/21/19 34747341 930001 12:18:19 PM

CERTIFICATE of ACHIEVEMENT

This is to certify that

Marcus Andrade

has completed the course

Nonnative Reptile Removal - Python Removal

September 21, 2018



LICENSE TO POSSESS OR EXHIBIT VENOMOUS REPTILES AND/OR REPTILES OF CONCERN

Florida Fish and Wildlife Conservation Commission PO Box 6150, Tallahassee, FL 32314-6150 (850) 488-6253

VRC 1238

Cost: \$100.00

Issued: 08/02/2019

Applicant ID: 66122 License ID: 411-142524

Expires: 05/27/2020

ANDRADE, MARCUS FRANCO DE 555 NORTHEAST 191ST STREET MIAMI, FL 33179

LICENSEE AUTHORIZATIONS

Location Address:

ANDRADE, MARCUS FRANCO DE 555 NORTHEAST 191ST STREET

MIAMI, FL 33179

VIPERIDAE

This license IS NOT authorized to exhibit Venomous Reptiles **ELAPIDAE**

This license IS NOT authorized to exhibit Venomous Reptiles **HELODERMATIDAE**

This license IS NOT authorized to exhibit Venomous Reptiles



This is to certify that

Marcus Andrade

has completed the course

Video Scoping a Burrowing Owl Burrow

November 28, 2018

Please submit a copy of this certificate to the Protected Species Permitting Office when submitting documentation that you have met the minimum qualifications outlined in the Species Conservation Measures and for the Florida Burrowing Owl.

KHGOa8NHht





JIMMY PATRONIS CHIEF FINANICAL OFFICER

STATE OF FLORIDA **DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION**

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * *

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 8/19/2019

EXPIRATION DATE: 8/18/2021

PERSON: MARCUS H FRANCO DE

EMAIL: MANDRADE@MJECOLOGICAL.COM

ANDRADE

FEIN: 833094030

BUSINESS NAME AND ADDRESS:

M&J ECOLOGICAL LLC.

2775 NE 187TH STREET #120 NORTH MIAMI BEACH, FL 33160

SCOPE OF BUSINESS OR TRADE:

Buildings- or Property Management-All Other **Employees**

Amusement Park or Exhibition Park NOC-All Employees & Operation & Drivers

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

E01036603

QUESTIONS? (850) 413-1609

Form (Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

		Name (as shown on your income tax return). Name is required on this line; do n	not leave this line blank.										
Print or type. See Specific Instructions on page 3.		Business name/disregarded entity name, if different from above		- manusana in									ند تونيالية
								4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained cutside the U.S.) and address (optional)					
	7 List account number(s) here (optional)												
Par		Taxpayer Identification Number (TIN)		111111111111111111111111111111111111111	-	110211111111	211 11					HILL DOOR DE	
backı reside	ip wi ent al es, it	r TIN in the appropriate box. The TIN provided must match the name ithholding. For individuals, this is generally your social security numb lien, sole proprietor, or disregarded entity, see the instructions for Pa is your employer identification number (EIN). If you do not have a nur	er (SSN). However, t art I, later. For other	fora ∋ta	Soc	ial s	ecuri	ty nur	nber] -			
		e account is in more than one name, see the instructions for line 1. A	Uso see What Name	9		ploye	er ide	ntific	ation	num	ber		
		o Give the Requester for guidelines on whose number to enter.			8	3	-[3 (9	4	0	3	0
Par	t II	Certification							-51714			•	
		nalties of perjury, I certify that:						*****			··········	********	
1. The 2. I ar Ser	nur n no vice	mber shown on this form is my correct taxpayer identification number t subject to backup withholding because: (a) I am exempt from backing that I am subject to backup withholding as a result of a failure the subject to backup withholding; and	up withholding, or (b) I have r	not b	een	notif	ied b	y the	Inte	rnal ed n	Reve	enue at I am
3. I ar	nal	J.S. citizen or other U.S. person (defined below); and											
4. The	FA ⁻	TCA code(s) entered on this form (if any) indicating that I am exempt	from FATCA reportir	ng is con	ect.								
Certifi you ha	icati ave f	on instructions. You must cross out item 2 above if you have been notiful ailed to report all interest and dividends on your tax return. For real estate or abandonment of secured property, cancellation of debt, contribution interest and dividends, you are not required to sign the certification, but	fied by the IRS that you te transactions, item a is to an individual reti	ou are cu 2 does no rement ar	rrent t ap	ply. F reme	For m	iortga IA), ai	ige in nd ge	teres nera	it pai Ily, p	d, ayme	ents
Sign Here		Signature of U.S. person ▶	<	Date ►	0	8/	2 6	12	019		117	V	
Ge	ne	rar mistring minis	• Form 1099-DIV (di funds)	ivid end s,	incl	udin	g the	se fr	om si	tock	sor	mutu	al

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

COMPOSITE EXHIBIT A

Proposal



This Contract for service	s is made effective on	
M&J Ecological, LLC ("	'M&J") and Monterra Community Dev	relopment District ("District").
Description of Services		
Beginning on		emoval services for common area
	rict as detailed in the proposal submitte	
specifically the one-year,	, three-day a week iguana removal optic	on found in Exhibit A. The District
lands are mapped in Exh	ibit B.	

Service Times

M&J will provide services three consecutive days of the week, Wednesday through Friday. M&J reserves the right to alter this schedule. Two possible examples that could require an alteration would be a mitigation project that requires different timelines or requests by the District to be present at and provide services with other ongoing District projects. M&J requests five (5) business days notice prior to the commencement of a project where M&J's assistance is necessary to allow for proper planning and any potential equipment procurement.

Reporting

M&J will make and provide regular reports that covering each calendar month to the District. The reports will include the type and amount of each species of animals removed from the District. Reports will include additional details when and where relevant.

Bi-Catch

M&J will remove any animal as permitted by law that is caught during iguana removal or mitigation operations. The unintended catches, known as a bi-catch, will be reported as part of the regularly established reporting protocols. No additional charge shall be made to the District for the removal of the bi-catch.



Payment

The District shall pay M&J a total of \$4,279.00 per month for the duration of the contract. No retainer shall be required of the District by M&J.

Termination

The District shall give M&J notice of deficiencies in writing for correction within fourteen (14) days. The presence of iguanas cannot be the basis of a deficiency. Both parties agree that the termination of the contract may occur for cause with thirty (30) days notice.

Monterra Community Development District Representative
lignature:
Printed Name:
Date:
M&J Ecological, LLC:
Signature:
Printed Name:
Date:

EXHIBIT B

<u>Map</u>

