



**VENETIAN ISLES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
SEPTEMBER 24, 2024
7:00 P.M.**

Special District Services, Inc.
8785 SW 165 Avenue, Suite 200
Miami, FL 33193

www.venetianislescdd.org
786.347.2700 ext. 2027 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT
Venetian Isles Community Clubhouse
15355 Egret Lake Circle
Miami, Florida 33185
REGULAR BOARD MEETING
September 24, 2024
7:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. July 23, 2024 Regular Board Meeting.....Page 2
- G. Old Business
 - 1. Update Regarding Flow of Traffic on Egret Lakes Circle & Ratification (Caltran Engineering)..Page 10
 - 2. Update Regarding Surveillance Camera HOA Maintenance Agreement – Sienna
 - 3. Update Regarding HOA Contribution/Landscape Maintenance Agreement
 - 4. Discussion Regarding Lake Vegetation
- H. New Business
 - 1. Discussion Regarding Trip Hazards & Asphalt Repairs in Sienna (Ratification).....Page 31
 - 2. Discussion Regarding Sidewalk (Sienna - 15040 SW 27 St.).....Page 55
 - 3. Discussion Regarding Stormwater System Line Cleaning.....Page 56
 - 4. Consider Resolution No. 2024-05 – Adopting Goals and Objectives.....Page 57
 - 5. 2024 Legislative Session Memorandum Supplemental Information.....Page 61
- I. Administrative & Operational Matters
- J. Board Member and Staff Closing Comments
- K. Adjourn

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT - FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE

in the XXXX Court,
was published in a newspaper by print in the issues of Miami
Daily Business Review f/k/a Miami Review on

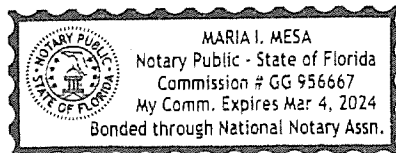
10/30/2023

Affiant further says that the newspaper complies with all
legal requirements for publication in chapter 50, Florida
Statutes.

Sworn to and subscribed before me this
30 day of OCTOBER A.D. 2023

(SEAL)

ROSANA SALGADO personally known to me



VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Venetian Isles Community Development District (the "District") will hold Regular Meetings in the Venetian Isles Community Clubhouse Meeting Room located at 15355 Egret Lake Circle, Miami, Florida 33185 at 7:00 p.m. on the following dates:

November 14, 2023
January 23, 2024
March 26, 2024
May 28, 2024
July 23, 2024
September 24, 2024

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Copies of the Agenda for any of the meetings may be obtained from the District's website at www.venetianislescdd.org or by contacting the District Manager at rnguven@scdsinc.org and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at rnguven@scdsinc.org and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

www.venetianislescdd.org
10/30

23-28/0000891234M

**VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JULY 23, 2024**

A. CALL TO ORDER

District Manager Nancy Nguyen called the July 23, 2024, Venetian Isles Community Development District (the “District”) Regular Board Meeting to order at approximately 7:00 p.m. in the Venetian Isles Community Clubhouse located at 15355 Egret Lake Circle, Miami, Florida 33185.

B. PROOF OF PUBLICATION

Ms. Nguyen presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 30, 2023, as part of the District’s fiscal year 2023/2024 meeting schedule, as legally required.

C. ESTABLISH A QUORUM

Ms. Nguyen determined that the attendance of Chairman David Mattison, Vice Chairwoman Mary Ann Delgado, and Supervisors José Medina and David Marquez constituted a quorum, and it was in order to proceed with the meeting.

Staff members in attendance were: District Manager Nancy Nguyen of Special District Services, Inc.; and District Counsel Liza Smoker of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also in attendance were the following District residents: Joanna Benech, Lester Garcia, Magda Campoamor, Carlos Prieto, Carlos Rosero, and Eduardo Molieri.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

Ms. Nguyen reminded the Board of Supervisors (the “Board”) of the vacancy in Seat 1, which term expires in November 2024. Ms. Nguyen asked if any of the Board Supervisor would like to appoint a qualified person to the vacant seat. Mr. Medina asked the members of the public is anyone is interested in serving on the Board.

Ms. Joanna Benech voiced her desire to serve on the Board.

A **motion** was made by Mr. Medina, seconded by Mr. Marquez to appoint Ms. Benech to the vacancy in Seat 1. The motion failed 2 to 2 with Mr. Mattison and Ms. Delgado dissenting.

Ms. Nguyen stated that a vacancy will remain in Seat 1.

Ms. Nguyen requested to add Old Business, Item 6: Update Regarding Signs and Reflector on Egret Lakes Circle. The Board acknowledged Ms. Nguyen’s request.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. May 28, 2024, Regular Board Meeting and Public Hearing

Ms. Nguyen presented the minutes of the May 28, 2024, Regular Board Meeting Public Hearing and asked if there were any changes and/or corrections.

There being no comments or changes, a **motion** was made by Mr. Medina, seconded by Mr. Mattison, and passed unanimously approving the minutes of the May 28, 2024, Regular Board Meeting and Public Hearing, as presented.

G. OLD BUSINESS

1. Update Regarding Flow of Traffic on Egret Lakes Circle (Caltran Engineering)

Ms. Nguyen stated that the Pilot Project – Option B plans were provided to the Venetian Isles Master Association, Inc (the “HOA”) Board of Directors. She further explained that she received a response from Mr. Lester Garcia, the HOA President, asking if current plans were available since the Pilot Project – Option B plans may be outdated. Ms. Nguyen stated that following the response from Mr. Garcia, she contacted Caltran Engineering Group (Caltran) to verify the validity of the plans. Mr. Juan Calderon of Caltran informed Ms. Nguyen that the areas would need to be reevaluated and modification recommendations would need to be made based on the latest county and FDOT codes.

Ms. Nguyen informed the Board that an on-site meeting was scheduled with Mr. Calderon. During the on-site meeting, the issues that are occurring on Egret Lakes Circle were discussed with Mr. Calderon. Mr. Calderon was asked to review all the ingress/egress points to Egret Lakes Circle and provide different modification options to assist in controlling the issues.

Ms. Nguyen presented a proposal from Caltran Engineering Group as follows:

Task 1. Traffic Study (Estimated Completion 7-9 Weeks) \$9,500:

- Assessment of impact area
- Perform seven (7) entrance movement counts including non-motorized traffic during the peak hours as well as two (2) volume/speed measurements for 24 hours.
- Comparison with 2014 traffic study results
- Provide a micro-simulation of existing and future conditions during AM and PM periods
- Evaluate future traffic operations to include but not limited to traffic diversion and queue lengths
- Provide conceptual design
- Up to three (3) meetings as necessary to include the Client and City or County
- Present complete final documentation (2 hard-copy reports and digital files)

Task 2. Engineering Design (Estimated Completion 10-12 Weeks) \$14,500:

- Assessment of the impact of the potential improvements in consideration
- Coordination with stakeholders
- Due Diligence with County to determine possible design considerations to the proposed improvements
- Coordination with improvements and utilities
- Prepare engineering component package following Miami-Dade County FDOT Florida Design Manual to include:

- Key sheets
- Tabulation of quantities as per FDOT pay items
- Notes
- Roadway Plans
- Paving and Grading with proposed new elevations
- Drainage
- Signing and pavement marking plans
- Details among others
- Coordination with Miami-Dade County and additional stakeholders for permitting
- Respond to jurisdiction Design Review comments
- Up to four (4) meeting with County, Contractors and/or Client

Mr. Garcia explained that he wants to ensure that the District's intention is to review all the areas of Egret Lakes Circle. Mr. Garcia's concern is that the District will exert efforts and a few years later, the District will need to review the other areas. Ms. Nguyen confirmed that Caltran will be reviewing all ingress/egress points to Egret Lakes Circle.

A discussion ensued, after which:

A **motion** was made by Mr. Medina, seconded by Ms. Delgado and unanimously approved to accept the proposal received from Caltran Engineering Group for Task 1, in the amount of \$9,500.

2. Update Regarding Surveillance Camera HOA Maintenance Agreement

Ms. Nguyen stated that she received a response to the Sienna CCTV Maintenance Agreement between the District and the HOA from Jose A. Torres, the HOA's counsel. Ms. Nguyen presented the email response from Mr. Torres. In summary, the email states that the HOA Board's intent was to have the Sienna CCTV system, which is owned by the District, fed into the HOA's current CCTV system for the other subdivisions. The email also indicated that there is no monetary value language included in the CCTV Maintenance Agreement. As such, the HOA would need to gather more information before entering into a CCTV Maintenance Agreement with the District.

Mr. Garcia explained that the CCTV Maintenance Agreement had exhibits attached with technical specifications of the equipment, but the HOA would need to inspect the equipment to verify the age of the equipment and its current state. It was explained to Mr. Garcia that all the equipment was replaced and upgraded following the initial discussion of a CCTV Maintenance Agreement.

Ms. Nguyen asked Ms. Smoker if she could review the language changes requested in the email from Mr. Torres with the Board. Ms. Smoker discussed the language change request with the Board and indicated that the changes could be incorporated into the agreement, but the indemnification language should remain limited to the actions of the District and that the sovereign immunity is not being waived.

Ms. Nguyen stated that the District expends approximately \$125 per month for internet service. She further explained that she believes an approximation of \$1,000 per year in a sinking fund for equipment replacement would suffice, bringing the total annual budgeted amount \$2,500 (12 months of internet service and \$1,000 for repairs/replacements) for the CCTV equipment. Ms. Nguyen added that the District and the HOA use the same application to monitor the CCTV systems, as such, it is Ms. Nguyen's belief that there is a possibility that the District's system will be able to be integrated

with the HOA system. Ms. Nguyen recommended that the District retain the maintenance responsibilities until this item is further reviewed by the HOA, but requested that the Board authorize sharing the login credentials to the Sienna CCTV equipment to the HOA for monitoring. The Board agreed.

3. Update Regarding Crime Watch Sign HOA Maintenance Agreement

Ms. Nguyen referred the Board to the email received from Mr. Torres. In summary, the email indicated that the HOA did not intend to assume any liability or responsibility with respect to the Crime Watch signs installed. Additionally, the email requested that the District maintain the Crime Watch signs and assume all liabilities thereto.

Ms. Nguyen explained that initially it was anticipated that two (2) Crime Watch signs would be placed on District owned infrastructure in Sienna. She further explained that only one (1) sign was installed on one of the District owned signs posts. Ms. Nguyen stated that she spoke with Stephen Pineda, a resident of the District, who is the Crime Watch representative for Venetian Isles, regarding Crime Watch sign replacements. Mr. Pineda informed Ms. Nguyen that if there is any damage to a Crime Watch sign, he would request that the Citizen’s Crime Watch of Miami-Dade County provide a replacement sign. As such, Ms. Nguyen recommended that the District retain responsibility for the street sign post being used for the Crime Watch sign. Any damage made to the Crime Watch sign will be reported to Mr. Pineda. The Board agreed with Ms. Nguyen and the Board consensus was that Crime Watch Maintenance Agreement is no longer needed at this time.

4. Update Regarding HOA Contribution/Landscape Maintenance Agreement

Ms. Nguyen explained that the Landscape Maintenance Agreement between the District and the Venetian Isles Master Association (the “HOA”) prepared by District Counsel and reviewed by the Board during the May 28, 2024 Regular Board Meeting was shared with the HOA Board of Directors. She further explained that at this time she has not received any updates or comments on the language of the Landscape Maintenance Agreement; however, the HOA Board of Directors did inform Ms. Nguyen that they understand the budgetary constraints of the District due to the timing of receipt of the landscape maintenance costs.

Ms. Nguyen presented the Board a CDD Landscape Maintenance Costs schedule. Ms. Nguyen stated that these costs were provided to her by Plant Brothers.

	Cost Per Service	Occurrence	Annual Cost
Mowing*	\$ 1,560.00	26	\$ 40,560.00
Detail Trimming	\$ 1,290.00	12	\$ 15,480.00
Palm Trimming	\$ 13,000.00	2	\$ 26,000.00
Annuals	\$ 3,000.00	3	\$ 9,000.00
Wet Checks	\$ 1,300.00	12	\$ 15,600.00
Tree Trimming**	\$ -	1	\$ -

Monthly cost is \$5,200. CDD share is 30%

Monthly cost is \$4,300. CDD share is 30%

Palm Fertilization**	\$ -	4	\$ -
TOTAL			\$ 106,640.00

***Landscape contractor recommends increasing the mowing to weekly services for the summer months.**

****Not part of the landscape maintenance contract. Service is recommended for the health of the vegetation.**

Ms. Nguyen informed the Board that Plant Brothers sent some updates after this book was printed/published. Ms. Nguyen presented the following updated CDD Landscape Maintenance Costs schedule.

Landscape costs for CDD owned areas being maintained by the HOA

	Cost Per Service	Occurrence	Annual Cost	
Mowing*	\$ 1,560.00	26	\$ 40,560.00	Monthly cost is \$5,200. CDD share is 30%
Detail Trimming	\$ 1,290.00	12	\$ 15,480.00	
Palm Trimming	\$ 13,900.00	2	\$ 27,800.00	Monthly cost is \$4,300. CDD share is 30%
Annuals	\$ 3,000.00	3	\$ 9,000.00	
Wet Checks	\$ 1,300.00	12	\$ 15,600.00	
TOTAL			\$ 108,440.00	

*Landscape contractor recommends increasing the mowing to weekly services for the summer months.

Miscellaneous landscape costs (recommended for the health of the vegetation)

	Cost Per Service	Occurrence	Annual Cost	
Tree Trimming	\$ 9,975.00	1	\$ 9,975.00	\$7,050 Common; \$2,925 Sienna
Palm Fertilization	\$ -	4	\$ -	
TOTAL			\$ 9,975.00	

TOTAL CDD Annual Landscaping Costs	\$ 118,415.00
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Ms. Nguyen reviewed the costs with the Board. Mr. Medina indicated that he believes there is a discrepancy with the Palm Trimming and Annuals cost lines. Ms. Nguyen stated that this schedule can be verified with Plant Brothers and updated prior to the District's 2025/2026 budget meetings.

Ms. Nguyen stated that for tonight's meeting, these costs can be used as an estimate. Ms. Nguyen reminded the Board that the District allocated \$50,000 to a Grounds Maintenance Contingency budget line in anticipation of receiving these landscape maintenance costs. A discussion ensued, after which:

A **motion** was made by Mr. Mattison, seconded by Ms. Delgado and unanimously passed contributing \$50,000 to the Venetian Isles Master Association, in quarterly payments, further authorizing District Counsel to update the Landscape Maintenance Agreement.

Ms. Nguyen explained that during the process of attaining these costs from Plant Brothers, it came to her attention that annual tree trimming is not part of the HOA's contract with Plant Brothers, and tree trimming in the common areas and Sienna has not been performed in several years. Ms. Nguyen added that the HOA has indicated that they will not be trimming the trees on behalf of the District. Ms. Nguyen stated that due to being in hurricane season and the overgrowth of the District's trees, she accepted a proposal from Plant Brothers in the amount of \$9,975.

A **motion** was made by Mr. Medina, seconded by Ms. Delgado and unanimously passed ratifying the District Manager's actions, and accepting the proposal from Plant Brothers to trim District owned trees in common areas and the Sienna subdivision in the amount of \$9,975.

5. Update Regarding Stormwater System Cleaning

Ms. Nguyen informed the Board that the stormwater system cleaning project is completed.

6. ADD-ON: Update Regarding Traffic Signs and Reflectors on Egret Lakes Circle

Ms. Nguyen stated that an inspection of the signs and reflectors on Egret Lakes Circle and the main entrance roads was completed, and the traffic signs and reflectors were replaced/installed as needed.

H. NEW BUSINESS

1. Lake Bank Encroachments

Ms. Nguyen presented images of two (2) parcels with vegetation and rocks encroaching onto the District's owned lake tract. Ms. Nguyen stated that she has been in communication with the Board and the HOA Manager to resolve this issue. She further explained that the District will be removing these encroachments at the District's expense. Ms. Nguyen stated that the landscaping contractor, Plant Brothers, has indicated that the project will be completed in 7-10 days.

2. Lake Vegetation

Ms. Nguyen explained that the HOA Manager and she have received numerous complaints from residents regarding the spike rush in the lakes. Ms. Nguyen informed the Board that there are several benefits to having spike rush in a lake, such as water quality, erosion reduction, and prevention of algae blooms to name a few. The District has been monitoring the growth of the spike rush through targeted spraying by Allstate Resource Management (Allstate), the current aquatic maintenance contractor. Ms. Nguyen informed the Board that she asked Allstate for a proposal to remove the spike rush and was told that they do not provide that service. Ms. Nguyen also informed the Board that the previous aquatic maintenance contractor also stated that they do not perform this type of work. Ms. Nguyen further informed the Board that several landscaping contractors were asked to provide proposals, to which their response was that they do not perform this type of work. Ms. Nguyen was able to attain one (1) proposal, but the contractor would only cut the spike rush above the surface of

the water and only as far as could be reached without a boat. Ms. Nguyen presented a proposal in the amount of \$1,040 from Nicoya Landscaping, Inc.

Ms. Nguyen explained that there is a species of fish called grass carp which assists in the prevention of excessive growth of spike rush and other vegetation. Grass carp will also assist in lowering nutrient levels in the lakes, which is beneficial to the health of the lakes. Ms. Nguyen stated that the District currently has \$1,500 allocated to a fish carp budget line. She indicated that a permit from the Florida Fish and Wildlife Conservation Commission (FWC) is required to introduce grass carp in lakes. The District attained a permit in 2014, as such, Ms. Nguyen has started the permit amendment process with FWC. Additionally, Allstate has confirmed that they can assist the District in attaining and introducing the grass carp in the lakes. A discussion ensued, after which:

The Board consensus is to proceed with the permit amendment with FWC and continue target spraying the spike rush. The Board asked Ms. Nguyen if she could prepare a letter to the residents of the community informing them of the benefits of spike rush and what the District is doing in regard to the same. The HOA Board of Directors present were asked if the HOA could assist in emailing the letter to the residents, to which they approved. Ms. Nguyen acknowledged the Board's request and will send the letter to the HOA Manager for further distribution to the residents of the community.

3. 2024 Legislative Session Update Memorandum

Ms. Nguyen explained that District Counsel has prepared a memorandum summarizing the legislative acts that have become law during the most recent legislative session. Ms. Smoker provided the Board an explanation of the laws that pertain to the District. Ms. Smoker informed the Board that if they have any questions regarding these new laws, they may contact her or the District Manager.

I. ADMINISTRATIVE & OPERATION MATTERS

1. Update: Miami-Dade Supervisor of Elections 2024 Qualified Candidate Results

Ms. Nguyen reminded the Board that there are three (3) seats whose terms are expiring in November 2024 and will be on the November 5, 2024 general election. Those seats are Seat 1 (currently vacant), Seat 2 (currently held by David Marquez) and Seat 5 (currently held by Jose Medina). Ms. Nguyen stated that David Marquez and Jose Medina ran unopposed for Seat 2 and Seat 5, respectively. She further explained that there were no candidates for Seat 1. Ms. Nguyen explained that the new terms of office for Seats 1, 2 and 5 will commence on the second Tuesday following the general election (November 19, 2024).

2. Update: Statement of Financial Interest Electronic Filing 2023 Form 1: Filing Deadline July 1, 2024

Ms. Nguyen stated that all Board members have electronically submitted their individual 2023 Statement of Financial Interests Form 1 through the Florida Commission on Ethics Electronic Financial Disclosure Management System (EFDMS).

J. BOARD MEMBERS & STAFF CLOSING COMMENTS

Mr. Medina stated his concerns with illegal parking on District owned roads, in particular around the Bellagio exit and entrance. He requested that the HOA representatives in attendance request that the security rover monitor this illegal parking. Mr. Garcia, the HOA President, stated that he understands Mr. Medina's concerns and will speak with the security rover.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Mattison, seconded by Mr. Marquez and passed unanimously adjourning the Regular Board Meeting at approximately 8:32 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement"), dated the 23rd day of July, 2024, ("Effective Date") is by and between:

VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida and whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410 (the "District"); and

CALTRAN ENGINEERING GROUP, INC., a Florida corporation, whose mailing address is 790 NW 107th Avenue, Suite 200, Miami, Florida 33172, (the "Consultant").

WITNESSETH:

WHEREAS, the District desires to retain a Consultant to provide a traffic study and professional design and engineering services in connection with that certain Egret Lake Circle located within the boundaries of the District (the "Project"); and

WHEREAS, the Consultant provided a proposal to the District for the Project, dated July 10, 2024, which is attached hereto and made a part hereof as **Exhibit A** (the "Proposal"); and

WHEREAS, the Proposal provides for a (i) Task 1. Traffic Study (the "Task 1"), and (ii) a Task 2. Engineering Design, however the parties have agreed to enter into this Agreement for only Task 1 at this time; and

WHEREAS, the Consultant is willing and able to render professional traffic engineering services for the Project, as set forth in this Agreement and **Exhibit A**.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1 **RECITALS**

1.1. 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.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1. Consultant agrees to perform and provide professional traffic engineering services in connection with the Project, as more particularly described in **Exhibit A**. Any additional work to be performed by the Consultant shall be approved under task orders approved by the District.

2.2. In the event of a conflict between this Agreement and those set forth **Exhibit A**, such conflict shall be resolved in favor of this Agreement.

2.3. Consultant shall furnish all services, labor, equipment and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional and timely manner. Consultant shall report to the District Manager or her designee.

2.4. Consultant hereby represents to District, with full knowledge that District is relying upon these representations when entering into this Agreement with Consultant, that Consultant has the professional expertise, experience and manpower to perform the services to be provided by Consultant pursuant to the terms of this Agreement.

2.5. District agrees to assist and cooperate with Consultant in the performance of this Agreement by providing Consultant with information required in the performance of Consultant's services hereunder.

ARTICLE 3 **TERM AND TERMINATION**

3.1. This Agreement shall commence on the Effective Date and continue, unless otherwise terminated as provided herein, to the completion of the Project.

3.2. This Agreement may be terminated by the District, with or without cause, immediately upon seven (7) calendar days written notice. Upon termination by District, the Consultant shall cease all work performed hereunder and District shall pay to Consultant any earned and unpaid portion of the compensation due Consultant pursuant to this Agreement. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the District against any loss pertaining to this termination. Consultant shall furnish all documents, plans and work product belonging to the District upon expiration or termination of the Agreement.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1. District agrees to compensate Consultant in the total amount not to exceed **NINE THOUSAND FIVE HUNDRED AND NO CENTS DOLLARS (\$9,500.00)** for all services performed by Consultant in accordance with **Exhibit A** to be payable as follows:

<u>Description</u>	<u>Amount</u>	<u>Payment Due Date</u>
Initial Payment (50%)	\$ 4,750.00	Within Five Days of Effective Date
Final Payment (50%)	\$ 4,750.00	Upon Project Completion
TOTAL	\$ 9,500.00	

Consultant shall perform the traffic study work as set forth in the scope of work provided in **Exhibit A** and report to the District. The Consultant shall not commence performance of the traffic study counts until the issuance of a notice to proceed by the District Manager.

4.2. Payment will be made by District to Consultant at the address provided in Article 6.6 hereinbelow, unless otherwise directed in writing by Consultant. It is understood and agreed that the District is exempt from paying sales tax and that sales tax shall not be charged by the Consultant.

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

The District or Consultant may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be contained in a written amendment or task order, executed by the Parties hereto, with the same formality and with equal dignity herewith prior to any deviation from the term or scope of this Agreement, including the initiation of any additional or extra work. If changes to the scope of work are to be evidenced by task order, such task order shall be in writing and shall become a part of this Agreement upon approval by the District Board of Supervisors and execution by the District and the Consultant. In no event will Consultant be compensated for any work which has not been described in a separate written agreement executed by the Parties hereto.

ARTICLE 6

MISCELLANEOUS

6.1. General Insurance Requirements.

6.1.1. Consultant shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the District Manager of the District or his or her designee. The District shall be named as an Insurance Certificate Holder and shall be an additional named insured on all policies of liability insurance.

6.1.2. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the District Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the District. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-X" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.1.3. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Consultant shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of

the period of the Agreement and extension thereunder is in effect. The Consultant shall not continue to perform services pursuant to this Agreement unless all required insurance remains in full force and effect.

6.1.4. Commercial General Liability Insurance to cover liability bodily injury and property damage. Exposures to be covered: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$1,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

Consultant shall have its insurer name **Venetian Isles Community Development District** as an additional insured on its General Liability policy and **Special District Services, Inc.**, as an additional insured and provide a waiver of subrogation. District shall be named as an Insurance Certificate Holder.

6.1.5. Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the Consultant shall require the Subcontractors similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his subcontractors shall maintain during the life of this policy Employer's Liability Insurance. The following limits must be maintained:

A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If Consultant claims to be exempt from this requirement, Consultant shall provide District proof of such exemption along with a written request for District to exempt Consultant, written on Consultant's letterhead.

6.1.6. Professional Liability Insurance of \$1,000,000.00 per occurrence.

6.2. **Indemnification.**

6.2.1. Consultant shall indemnify and save harmless and defend the District, its elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the District or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of Consultant, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the performance by Consultant pursuant to this Agreement.

6.2.2. Consultant shall indemnify District for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. Consultant will defend and/or settle at its own expense, with legal counsel chosen by District, any action brought against the District to the extent that it is based on a claim that products or services furnished to District by Consultant pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

6.2.3. The Parties recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

6.2.4. The execution of this Agreement by the Consultant shall obligate Consultant to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth herein. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

6.2.5. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

6.3. Independent Contractor.

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Consultant 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. Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with District, or other government policies, rules or regulations. Consultant 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 Consultant and the District, and the District will not be liable for any obligation incurred by Consultant, including, but not limited to, unpaid minimum wages and/or overtime premiums.

6.4. **Assignments; Amendments.** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of District. For purposes of this Agreement, any change of ownership of Consultant shall constitute an assignment which requires District approval. However, this Agreement shall run to the District and its successors and assigns. It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.5. **No Contingent Fees.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the District shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

6.6. **Notice.** 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:

AS TO DISTRICT: **Venetian Isles Community Development District**
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro and Ramsey, P.A.
515 E. Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

AS TO CONSULTANT: **Caltran Engineering Group, Inc.**
790 NW 107th Avenue, Suite 200
Miami, Florida 33172
Attn: Juan Calderon, P.E.

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.

6.7. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

6.8. **Legal Representation.** It is acknowledged that each party had the opportunity to be represented by counsel in the preparation of and contribution to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

6.9. **Recovery of Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

6.10. **Headings.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

6.11. **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.

6.12. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida with venue for purposes of any litigation arising out of this Agreement being Miami-Dade County, Florida.

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

6.14. **Public Records.**

A. Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Consultant transfers all public records to the District upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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. Consultant 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 Consultant, the Consultant shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Consultant acknowledges that should Consultant fail to provide the public records to the District within a reasonable time, Consultant may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (305) 777-0761
EMAIL: bbarba@sdsinc.org

6.15. **E-Verify.** Consultant, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Consultant further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Consultant agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Consultant shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Consultant is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Consultant shall require an affidavit from each contractor providing that the contractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a contractor of the Consultant is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Consultant and order the Consultant to immediately terminate its contract with the contractor. Consultant shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Consultant's failure to comply with the E-Verify requirements referenced in this subsection.

6.16. **Equal Employment Opportunity.** In the performance of this Agreement, the Consultant shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

6.17. **Waiver.** Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.18. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6.19. **Scrutinized Company Certification.** Consultant hereby certifies that as of the date below Consultant is not listed on a Scrutinized Companies list created pursuant to Sections

215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Consultant is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Consultant was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:
 - 1. Consultant does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.
 - 2. Consultant does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
 - 3. Consultant is not engaged in business operations in Cuba or Syria.

Consultant understands that this Agreement may be terminated at the option of the District if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been

placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

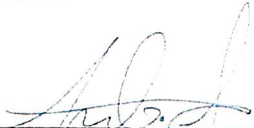
6.20. Convicted Vendor List. Consultant hereby certifies that neither Consultant nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

6.21. Responsible Vendor Determination. Consultant is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

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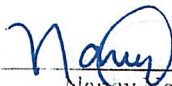
IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:



Secretary/Assistant Secretary

VENETIAN ISLES COMMUNITY
DEVELOPMENT DISTRICT

By: 

Nancy Nguyen, District Manager signing
on behalf of the Chair pursuant to motion
authorizing signature, at a meeting of the
Board of Supervisors on July 23, 2024

5th day of September, 2024

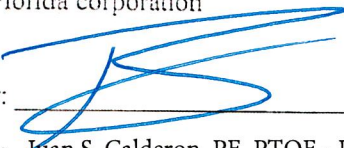


Stevan Gonzalez
Print Name



Nelyeska Cartaya
Print Name

CALTRAN ENGINEERING GROUP, INC.
a Florida corporation

By: 

Title: Juan S. Calderon, PE, PTOE - Principal

5 day of September, 2024

EXHIBIT A

PROPOSAL

July 10, 2024

Ryan Quiroga
Special District Services, Inc.
Field Operations Manager
786-609-8717
rquiroga@sdsinc.org



Mr. Quiroga.

CALTRAN Engineering Group, Inc. (CALTRAN) is pleased to submit the following proposal to provide engineering services to complete traffic study and design for the Venetian Isles Traffic Circle at the Venetian Isles Community in Miami-Dade County.

Contract

THIS AGREEMENT (this "Agreement") is made and entered into on this ____ day of _____, 2024, by and between **CALTRAN Engineering Group, Inc.**, ("Consultant") whose mailing address is 790 NW 107 Avenue, Suite 200, Miami, FL 33172 and _____ ("Client") whose mailing address is _____

_____ for purposes of performing providing engineering services for project referenced following Miami Dade County Criteria.

Article I. Term

The Scope of Work shall commence no later than 5 days after mutual execution of this Agreement (the "Commencement Date") and delivery to CALTRAN through a Notice to Proceed (NTP).

Article II. Scope of Work

Upon a field visit it was discussed the need to improvements for the current conditions of the Venetian Circle by incorporating improvements that aim to enhance the safety conditions of motorized and non-motorized traffic. Those improvements include: that could include: Lane elimination to incorporate a cycle-track with separation and/or maintain current typical section while incorporating directional islands at the main access points of the traffic circle. As a result, the proposed scope objective is to respond which improvements will provide cost effective measures that response to needs of the community.

Task 1. Traffic Study (Estimated Completion: 7-9 Weeks)

1. Assessment of the impact area.
2. Perform seven (7) entrance movement counts including non-motorized traffic during the peak hours as well as two (2) volume/speed measurements for 24-hours.
3. Comparison with 2014 traffic study results.
4. Provide a micro-simulation of existing and future conditions during AM and PM periods
5. Evaluate future traffic operations to include but not limited to traffic diversion and queue lengths.
6. Provide conceptual design
7. Up to three meetings as necessary to include the Client and City or County.
8. Present complete final documentation (2 hard-copy reports and digital files).

INITIALS:

District: nm

Consultant: JC

~~Task 2. Engineering Design Estimated Completion: 10-12 Weeks upon approval by stakeholders~~

- Assessment of the impact of the potential improvements in consideration.
- Coordination with stakeholders.
- Due Diligence with the County to determine possible design considerations to the proposed improvements.
- Coordination with improvements and utilities.
- Prepare engineering component package following Miami-Dade County and FDOT Florida Design Manual to include:
 - Key sheets
 - Tabulation of quantities as per FDOT pay items
 - Notes
 - Roadway Plans
 - Paving and Grading with proposed new elevations
 - Drainage
 - Signing and pavement marking plans
 - Details among others.
- Coordination with Miami-Dade County and additional stakeholders for permitting.
- Respond to jurisdiction Design Review comments.
- Up to 4 Meetings with County, Contractor and /or client.

Article III. Fee Proposal

INITIALS:

3.01 Based on the above tasks, CALTRAN can complete this design for a lump sum cost of ~~\$9,500.00 for Task 1, and \$14,500.00 for Task 2.~~

District: nm
Consultant: JC

3.02 Subject at all times to the other requirements and limitations set forth in this Agreement, Client agrees to make Progress Payments to Consultant.

(a) **50% of the Contract Price is due within five (5) days of mutual execution of this Agreement and Notice to Proceed for each task, which shall be held as a retainer and shall be applied against the final invoice.**

3.03 These figures are limited to the proposed scope and site plan provided at the time of notice to proceed; anything that is going to require an additional 10% of time allocated by CALTRAN to changes requested by the client will be considered additional services entitling CALTRAN to request compensation according to the approved mentioned in section 3.10. These fees also do not include any substantial direct expenses (i.e. printing of more than two copies), participation in meetings or negotiations not related to the scope, as well as, potential comments generated by stakeholders which may take place after 6 months of CALTRAN final submittal.

3.04 Disclaimer: This scope is limited to perform a traffic study and engineering plans. This scope does not the intent to preclude or prevent incidents or crashes or the need of implementation of additional improvements such pavement restoration and/or adding traffic control devices. CALTRAN will not be responsible of lack of compliance with Federal, State, County of existing/proposed conditions or features outside of CALTRAN scope.

3.05 At such time as Consultant shall desire to obtain any Progress Payment, Consultant shall deliver to Client a request for disbursement (each being hereinafter referred to as a "Request") which shall be paid to Consultant in accordance with this Agreement; provided that Consultant provides to Client partial releases of lien and waivers for the Scope of Work completed by Consultant as of the date of the Request.

- 3.06 Consultant's signature and submittal of a Request shall comprise Consultant's certification that the Scope of Work for which payment is requested has been completed in accordance with this Agreement and has been fully paid for or will be fully paid for with the proceeds of the requested advance.
- 3.07 Subject at all times to the other requirements and limitations hereof, Client shall make payment to Consultant not later than fifteen (15) days after Client receives a properly completed Request for Progress Payment from Consultant. Payments outstanding beyond such 15 day period shall incur an interest of 15% per annum or the highest rate allowed by law, whichever is greater, until such time as the outstanding amount is paid in full, in addition to any fees or expenses (including but not limited to reasonable attorneys' fees and court costs) incurred by Consultant in attempting to collect the overdue payment.
- 3.08 Prior to disbursement of the final Progress Payment, Consultant shall deliver final releases of lien from Consultant and all materialmen, contractors, subcontractors, laborers or any other person, firm or corporation for goods delivered or for services performed by them regardless of whether such persons filed a notice to Client.
- 3.09 **Exclusions:** Contract Price does not include supplementary evaluations such as additional traffic data collection and/or intersection microscopic analysis, topographic survey, structural analyses for not at-graded structures, landscaping, electrical and/or geotechnical test/inspections. The following items are also to be excluded from the scope of this agreement: Payment of permit or application fees, site and construction safety, construction administration, services or preparing to serve as expert witness in connection with any proceeding, legal or otherwise regarding this project.
- 3.10 In the event Client wishes to have Consultant assist in other supplemental/additional tasks or participate in hearings or meetings beyond those expected under the Scope of Work, this can be addressed with an addendum to this Agreement based on Consultant's hourly rates as follows: \$231.00 per hour for project manager, \$231.00 per hour for senior Staff Engineer, \$145.00 per hour for Traffic Engineer, \$125.00 per hour for CAD Operator/Sr Technician and \$80.00 per hour for technician/clerical.

Article IV. Changes in Services

- 4.01 All time limits stated in this Agreement are of the essence. Notwithstanding the foregoing, in the event that (i) Client changes instructions which require revisions to the Project (including but not limited to a change in Client's budget or size of the Scope of Work and/or the Project); (ii) there is a change or revision in any applicable code, law, regulation or official interpretation which necessitates changes to the Project; or (iii) Client's failure to perform as required hereunder, the parties shall agree to an appropriate adjustment in Consultant's schedule and if necessary, the compensation due to Consultant hereunder.
- 4.02 *Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires; riots; war or other emergencies or acts of God; failure of any governmental agency to act in a timely manner; failure of performance by Client or Client's consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation. Nothing herein shall serve to include the current COVID-19 Pandemic as justification for any delay of the Work, and Consultant shall abide by any and all local, state, and federal guidelines with regard to such Pandemic; however, unless local, state or federal rules, laws, restrictions are implemented as a result of COVID-19 that interfere with Consultant's ability to perform its work justification for delay will be granted.*

- 4.03 If Consultant is delayed at any time in the progress of the Scope of Work by changes ordered in the Scope of Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Consultant's control, or by any cause which Client may determine justifies the delay, then the Completion shall be extended by written change order for such reasonable time as parties may mutually determine. All requests for extensions of time other than those associated with changes in the Scope of Work must be submitted in writing to Client within five (5) business days of the event giving rise to the delay. Failure to so request an extension will constitute a waiver of any right for an extension of time.
- 4.04 Any changes in the Scope of Work or any adjustment in the Contract Price or time periods in this Agreement shall only be made upon written change order executed by Client and Consultant. If Consultant proceeds with such changes to the Scope of Work without obtaining a written change order, it shall be assumed that Consultant has performed such Scope of Work at no additional charge. The requirement for written change orders under this Article cannot be waived and it is a condition precedent to Consultant being entitled to any payment for the additional Scope of Work performed.

Article V. Ownership of Documents

- 5.01 Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant and the Consultant's consultants are Instruments of Service ("Instruments of Service") for use solely with respect to this Project. The Consultant and the Consultant's consultants shall be deemed the authors of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon Client paying the Contract Price, Client shall become the owner of the Instruments of Service and Consultant shall provide Client with copies of the Instruments of Service. However, Consultant shall retain the copyrights to the Instruments of Service.
- 5.02 Upon execution of this Agreement, the Client shall have the right to reproduce the Consultant's Instrument of Service solely for the purpose of constructing, using and maintaining the Project, provided that the Client shall comply with all obligations set forth in this Agreement, including prompt payment of all sums when due, under this Agreement.
- 5.03 Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Consultant and the Consultant's consultants.
- 5.04 Consultant shall retain copies of drawings for its own portfolio and marketing brochures.

Article VI. Termination or Suspension

- 6.01 If Client fails to make payment for services or otherwise materially defaults under the terms of this Agreement, Consultant, at its option, may declare this Agreement in default and may either terminate the Agreement or suspend the work. If Consultant elects to terminate this Agreement, Consultant shall provide Client with written notice of termination as stipulated herein.
- 6.02 Termination for Cause: Either party may terminate this Agreement upon seven (7) days written notice. The party initiating the termination notice must provide the other with a reasonable opportunity to cure, but in no event more than ten (10) calendar days from receipt of written notice.
- 6.03 Termination of Consulting Services Not-for-Cause: Client may terminate Consultant without cause upon seven (7) day written notice of termination. In the event of termination without cause, Consultant shall be compensated for all services actually rendered through the date of receipt of written termination notice in accordance with the terms of this Agreement.
- 6.04 Termination of Professional Services with the Client Not-for-Cause: Consultant may terminate professional Services with the Client, without cause, upon no less than forty-five (45) calendar day written notice.

Article VII. Miscellaneous Provisions

7.01 Insurance

- (a) **Insurance Required.** Consultant shall, at its sole expense, maintain at all times during the

performance of the Scope of Work under this Agreement and during the term of this Agreement, and for such additional time as may be required by the Agreement, insurance coverages with limits not less than those set forth below with insurers licensed to do business in the State in which the Property is located, currently rated at least "A" Financial Strength Rating and "X" in Financial Size Category by A.M. Best, and under forms of policies consistent with the following provisions: (i) Worker's Compensation coverage in compliance with statutory requirements; and Employer's Liability insurance covering all employees of Consultant, with limits of liability of \$1,000,000 Bodily Injury by Accident, Each Accident; \$1,000,000 Bodily Injury by Disease, Policy Limit; \$1,000,000 Bodily Injury by Disease, Each Employee; (ii) Commercial General Liability on ISO CG 00 01 or equivalent form acceptable to Owner written on an occurrence basis with limits of liability of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate per policy year, (iii) Professional Liability/Errors and Omissions Insurance of at least \$1,000,000 per claim and \$2,000,000 in the aggregate, applicable to professional acts, errors and omissions arising out of the Services to be performed under the terms of the Contract; (iv) Automobile Liability insurance with a minimum combined single limit of \$1,000,000 per occurrence covering the liability of Consultant arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated; and (v) Umbrella or Excess Liability insurance following the form of Employer's Liability, General Liability, and Automobile Liability, with minimum limits of \$1,000,000. Consultant shall require all subconsultants to carry the insurance required herein unless otherwise authorized in writing by Client, or the Consultant may, at its option, provide coverage for any or all subconsultants, and, if so, the evidence of insurance submitted shall so stipulate. The client shall be named as an additional insured on subconsultant's insurance policies, with the exception of any professional liability insurance.

- 7.02 **Betterment:** If due to the Client's negligence, a required item or component of the project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

~~7.03 **Indemnification:** Each party shall indemnify, defend and hold the other harmless the other party, its officers, directors, employees, Association owners and agents from and against all claims, damages, liability and costs, including without limitation reasonable attorneys' fees and costs and defense costs, arising out of or in connection with the performance or non-performance of this Agreement, excepting only those damages, liabilities or costs attributable to the gross negligence or willful misconduct of the other party.~~

INITIAL:
District: nn
Consultant: JC

~~7.04 Each party shall indemnify, defend and hold the other harmless the other party, its officers, directors, employees, Association owners and agents from and against all claims, damages, liability and costs, including without limitation reasonable attorneys' fees and costs and defense costs, arising out of or in connection with the performance or non-performance of this Agreement, excepting only those damages, liabilities or costs attributable to the gross negligence or willful misconduct of the other party.~~

INITIAL:
District: nn
Consultant: JC

- 7.05 This Agreement and the exhibits and schedules attached hereto and incorporated herein represents the entire and integrated Agreement between Client and Consultant and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only if agreed to by both parties, in writing and executed by both parties.

- 7.06 This Agreement is deemed effective only upon execution by both parties. If full execution is not accomplished within forty-five (45) days from the date indicated on page one of this Agreement, the offer set forth by tendering a signed copy of this Agreement shall be null and void.

- 7.07 **Written notice:** Written notice shall be deemed to have been duly served if delivered in person to Consultant or Client or shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed at the addressed first listed above.
- 7.08 Any term or provision of this Agreement found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this Agreement shall remain in full force and effect.
- 7.09 **Amendments:** This Agreement may be amended by the parties only by a written agreement signed by both parties.
- 7.10 **Attorneys' Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to court costs and reasonable attorneys' fees in addition to any other relief to which that party may be entitled.
- 7.11 **Third-Party Beneficiaries:** There are no Third-Party Beneficiaries to this Agreement and nothing contained in this Agreement gives any person(s) or entity(ies) any rights against Consultant or Client, whether as a third-party beneficiary or otherwise.
- 7.12 **Florida Statute 558.0035:** Subject to the provisions of Section 558.0035, Florida Statutes, PURSUANT TO, BUT SUBJECT TO THE CONDITIONS AND LIMITATIONS OF, SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT
- 7.13 **No Personal Liability:** None of Consultant's partners, directors, officers or employees will have any personal liability under or in connection with this Agreement, and Client shall not name them in or seek to join them in any action related to the Services or this Agreement.
- 7.15 **Governing Law.** This Agreement is being delivered and is intended to be performed in the State of Florida and shall be construed and enforced in accordance with the substantive laws of such State. Upon the occurrence of any dispute directly or indirectly arising under or in connection with this Agreement, which dispute is not amicably resolved by all parties thereto, all parties to this Agreement, by their execution of this Agreement, designate the applicable state or federal court situate in Miami-Dade County, Florida as the sole tribunal to which such dispute shall be taken and all parties hereto hereby agree to submit to and be bound by the personal jurisdiction of such court.

- 7.16 **CONSEQUENTIAL DAMAGES WAIVER:** IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, LIQUIDATED, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.17 **Limitations:** Consultant's Liability to Client for damages arising out of the services contemplated herein are limited to the sum of the Consultant's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

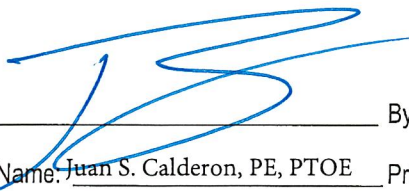
[Signature page follows]

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

CONSULTANT

CLIENT

CALTRAN Engineering Group, Inc.

By:  By: _____

Print Name: Juan S. Calderon, PE, PTOE Print Name: _____

Title: Principal - 9/5/2024 Title: _____

**SMALL PROJECT AGREEMENT
(Sidewalk Slab Replacements and Asphalt Repairs)**

THIS SMALL PROJECT AGREEMENT is made and entered into this _____ day of _____, 2024 (the “Agreement”), by and between:

VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated wholly within unincorporated Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“District”);

and

HEADLEY CONSTRUCTION GROUP, INC., a Florida corporation, having as its business and mailing address at 8240 SW 186th Street, Cutler Bay, Florida 33157 (the “Contractor”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District desires to hire a service provider to complete certain sidewalk slab replacements, asphalt pavement repairs, and other associated services within the District boundaries; and

WHEREAS, the Contractor has submitted a Proposal dated August 12, 2024, to complete tree root pruning causing damage to infrastructure, replacement of concrete sidewalk slabs, asphalt pavement repairs and replacement, and associated services over specified project areas within the District (the “Work” or “Project”), a copy of said Proposal dated August 12, 2024 together with a map depicting the specified project areas being attached hereto and made a part hereof as Composite Exhibit A (the “Proposal”); and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Work as detailed in this Agreement.

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. DUTIES.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the Composite Exhibit A attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or his or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Work in accordance herewith and with the conditions and prices as stated herein and in Composite Exhibit A.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the Work in a substantial, quality, and workmanlike manner.

F. Contractor shall perform all the Work and provide all the labor required by and pursuant to this Agreement.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the performance of the Work.

H. Contractor will be held responsible for the care, protection and condition of all Work until final completion and acceptance thereof and will be required to make good at his or her own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. The Work shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities.

J. Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2023 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to said all such rules, regulations, and standards in connection with all work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

K. All employees or agents of Contractor performing Work under this Agreement shall do so in a professional manner and in a uniform that identifies Contractor, and which includes a shirt (no tank tops) and pants/shorts.

L. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

M. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

N. Contractor shall protect trees' roots from damage and minimize the impact on the trees in performance of the Work under this Agreement. Any necessary tree root pruning shall be completed in accordance with applicable government policies, rules or regulations, and current, accepted professional root pruning practices of certified arborists.

SECTION 3. COMPENSATION. District agrees to compensate the Contractor in the total lump sum amount not to exceed **NINE THOUSAND AND 00/100 (\$9,000.00) DOLLARS** upon completion of the Work in accordance with the Agreement.

It is further understood that District shall be responsible, at cost, for any permit fees required by Miami-Dade County, any municipality or other governing entity or agency having jurisdiction thereof (if any).

Payment of the Final Payment will be made upon completion of the work necessary to complete the Project and after the Project has passed final inspection by the District, the City/County, and any other applicable permitting agencies, and after the District has been reimbursed by the Contractor for any damages incurred by the District caused by the Contractor, its subcontractors, agents, and employees. If the District has not been reimbursed by the Contractor for such damages after fifteen (15) days notice of such damages, the District is authorized to withhold the damage amount from the Final Payment to Contractor. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule. This provision supersedes any payment schedule or plan set forth in the Proposal.

SECTION 4. INDEPENDENT CONTRACTOR. This Agreement does not create an 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. 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,

and 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. 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 5. TERM. This Agreement shall commence upon signature and shall continue until the Work described herein is completed. The Work over the Project Areas shall begin no earlier than August 26, 2024, and be completed by Contractor by September 30, 2024 ("Scheduled Completion Date"), subject to the provisions of Section 13 herein. The Contractor understands and acknowledges that the Work, as defined herein, is essential to use and enjoyment of the District facilities by the residents, property owners within the District and the general public.

SECTION 6. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District, its officers, agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property to the extent caused in whole or in part by any negligence, act, omission, or default of the Contractor, its agents, servants or employees arising from this Agreement or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

C. The Contractor acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statutes, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

D. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

SECTION 7. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 9. CANCELLATION/TERMINATION. The District shall also have the right to cancel/terminate this Agreement (1) for convenience at any time and without any liability therefor prior Contractor's initiating work at any of the Project Areas under this Agreement (2) for convenience at any time upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

SECTION 10. WARRANTY.

A. The Contractor warrants its work on the Project against defects in materials or workmanship for a period of ____ day(s). Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. To the extent any manufacturer's warranty is greater than that which is provided for in this Section, the longer warranty shall prevail. During the warranty period, Contractor shall be responsible for correcting any warranty items associated with the Project, whether or not the warranty is a manufacturer's warranty or the Contractor's warranty.

B. Within ten (10) calendar days after being notified in writing of defective work, should Contractor fail or refuse to correct any defective work performed, defective materials, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work or materials to be corrected, or authorize such repairs, which Contractor has failed or refused to make after being duly notified and such repairs shall be paid for out of any monies due or which may become due Contractor under this Agreement. Failure or refusal on part of Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to the District shall be sufficient cause for the District to declare Contractor in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Project. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against Contractor and the amount thereof deducted from any monies due, or which may become due it. Any special work performed as described herein shall not relieve the Contractor in any way from its responsibility for the Project, or portions thereof, performed by Contractor.

SECTION 11. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Venetian Isles Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives), and, if the paragraph below is checked, **Miami-Dade County**, are additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

____ If checked here, the Work or a portion thereof is to be performed within the right-of-way or property of **Miami-Dade County** (the "County"), in which case the Contractor is required to comply with certain contractual provisions regarding insurance and indemnification as required by separate Agreement between the

District and the County (the "ROW Agreement"). Copies of said ROW Agreement are available to Contractor upon Contractor's request to the District Manager of the District.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District, and the County (if Section 11(B) is checked). All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District, and to the County (if Section 11(B) is checked) by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District, and the County (if Section 11(B) is checked), with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

I. The clauses, "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the County is named as an additional insured shall not be applicable to County.

J. Violation of the terms of this section and its sub-parts shall constitute a breach of the Agreement, and District, in its sole discretion, may cancel the Agreement, and all rights, title and interest of the Contractor in this Agreement shall thereupon cease and terminate.

SECTION 12. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless the requirements of subsection B of this section are satisfied.

SECTION 13. REMEDY FOR DELAY.

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the City or County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

SECTION 14. 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 District: **Venetian Isles Community Development District**
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: **Billing, Cochran, Lyles, Mauro & Ramsey, P.A.**
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

B. If to Contractor: Headley Construction Group, Inc.
8240 SW 186th Street
Cutler Bay, Florida 33157
Attention: 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 15. 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 Agreement 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:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922 EXT. 238
EMAIL: BBARBA@SDSINC.ORG**

SECTION 16. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 17. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 18. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 19. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 20. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 21. CONFLICTS. In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of Composite Exhibit A, then this main Agreement instrument shall control.

SECTION 22. ACCEPTANCE OF PROPOSAL. District's acceptance of the Contractor's Proposal set forth in Composite Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the Work over the Project Areas described in Composite Exhibit A.

SECTION 23. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Miami-Dade County, Florida.

SECTION 24. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 25. SCRUTINIZED COMPANY CERTIFICATION. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business

activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.

B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:

1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.
2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

SECTION 26. RESPONSIBLE VENDOR DETERMINATION. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

SECTION 27. CONVICTED VENDOR LIST. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

SECTION 28. EXAMINATION OF SITE. Contractor agrees that it shall be held responsible for having examined the site(s) and the location of all proposed work associated with the Project and has satisfied itself from personal knowledge and experience or professional advice as to the character, condition, location of the site, roads, sidewalks and paved paths, ground surface, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the compensation set forth herein.

SECTION 29. PROTECTION OF PROPERTY AND PUBLIC.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Work provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Work is being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished Work, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land

adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. 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 Work within twenty-four (24) hours.

SECTION 30. ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

[REMAINDER OF THIS PAGE BLANK]

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

Attest:

**VENETIAN ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

By: _____
Print Name: _____
Title: _____

_____ day of _____, 2024

WITNESSES:

CONTRACTOR:

**HEADLEY CONSTRUCTION GROUP, INC., a
Florida corporation**

[PRINT NAME OF WITNESS]

By: _____
Print Name: _____
Title: _____

[PRINT NAME OF WITNESS]

_____ day of _____, 2024

COMPOSITE EXHIBIT A

Proposal

Headley Construction Group Inc

8240 SW 186th ST
Cutler Bay, FL 33157 USA
+13056131490
thomas@headleycg.com

**Estimate****ADDRESS**

Special District Services, Inc.

ESTIMATE

1536

DATE

08/12/2024

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Project	Project; Venetian Isles CDD (15355 Egret Lakes Cir, Miami, FL 33185)	1	0.00	0.00T
Permitting & Document Submittals	Scope of work 1. Filing all necessary permits if needed (Permit application cost not included) 2. Contacting 811 to locate and mark all water, telecommunications, and electrical lines.		1,500.00	1,500.00
Demolition of 6" Concrete sidewalk	3. Removal of tree roots causing damages to these infrastructure. 4. Replace 4 (5x5 ft with 6" thickness) concrete sidewalk slabs located in front of a driveway. 5. Replace 2 (5x5 ft with 4" thickness) concrete sidewalk slabs.		2,200.00	2,200.00
6" Concrete Sidewalk	6. Removal 1 concrete curb (10 LF Max) 7. Repair concrete around 1 storm drain. 7. Replace 4 (5x5 ft with 6" thickness) concrete sidewalk slabs located in front of a driveway. 8. Replace 2 (5x5 ft with 4" thickness) concrete sidewalk slabs.		3,200.00	3,200.00
Asphalt Pavement Installation	9. Repair 1 concrete curb. 10. Repair concrete around 1 storm drain 12. Asphalt Pavement Repairs (Removal, disposal and replacement)		2,100.00	2,100.00
Project	Notes; - MOT and closure equipment included - all removal and cleaning included - net 30 day terms	1	0.00	0.00T

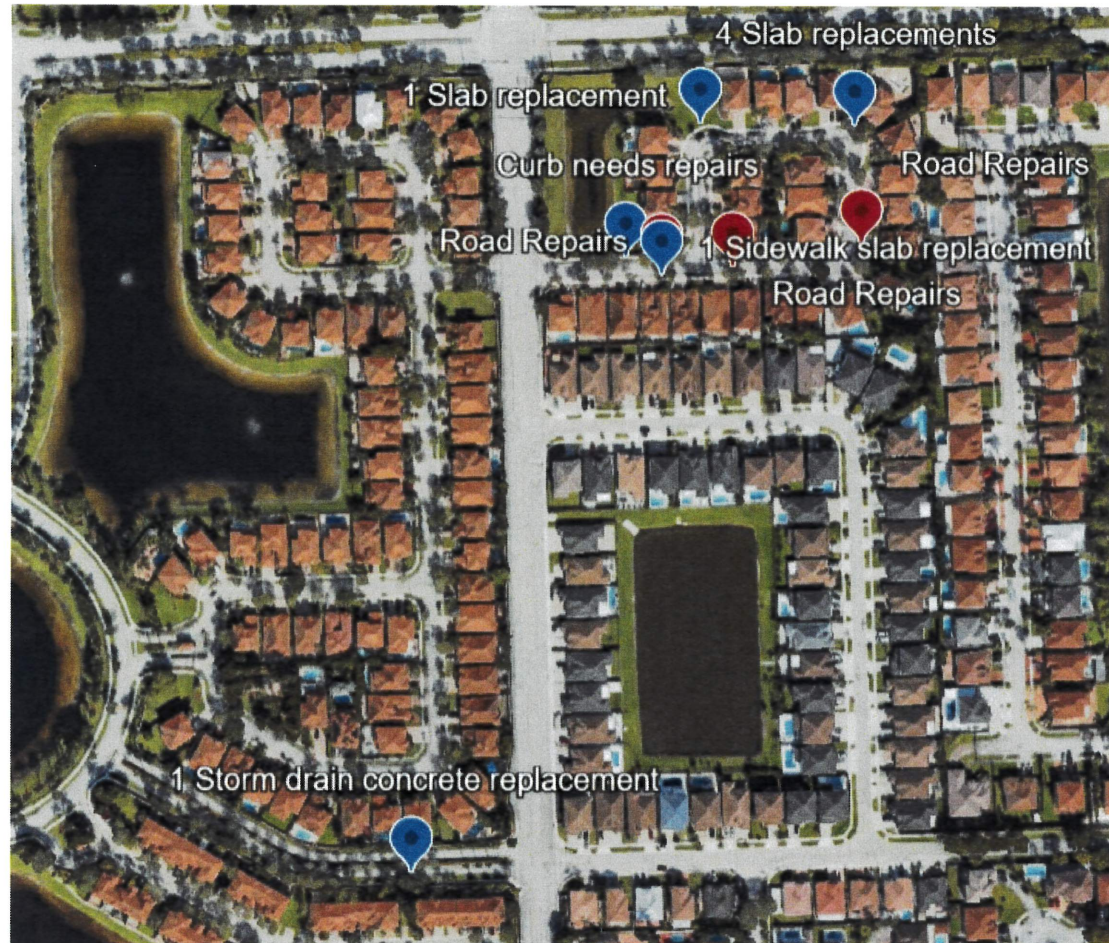
Thank you for your business.

SUBTOTAL	9,000.00
TAX	0.00
TOTAL	\$9,000.00

Accepted By

Accepted Date

**Venetian Isles Community Development District
Sidewalk Slab Replacements & Asphalt Repairs**





Asphalt Repairs



Asphalt Repairs



Asphalt Repairs



Curb Repairs



Sidewalk Slab Replacement



Sidewalk Slab Replacement



Storm Drain Concrete Repairs/Replacement



Storm Drain Concrete Repairs/Replacement



Sidewalk Slab Replacement (although not a trip hazard, we want to replace it since we are performing concrete work)

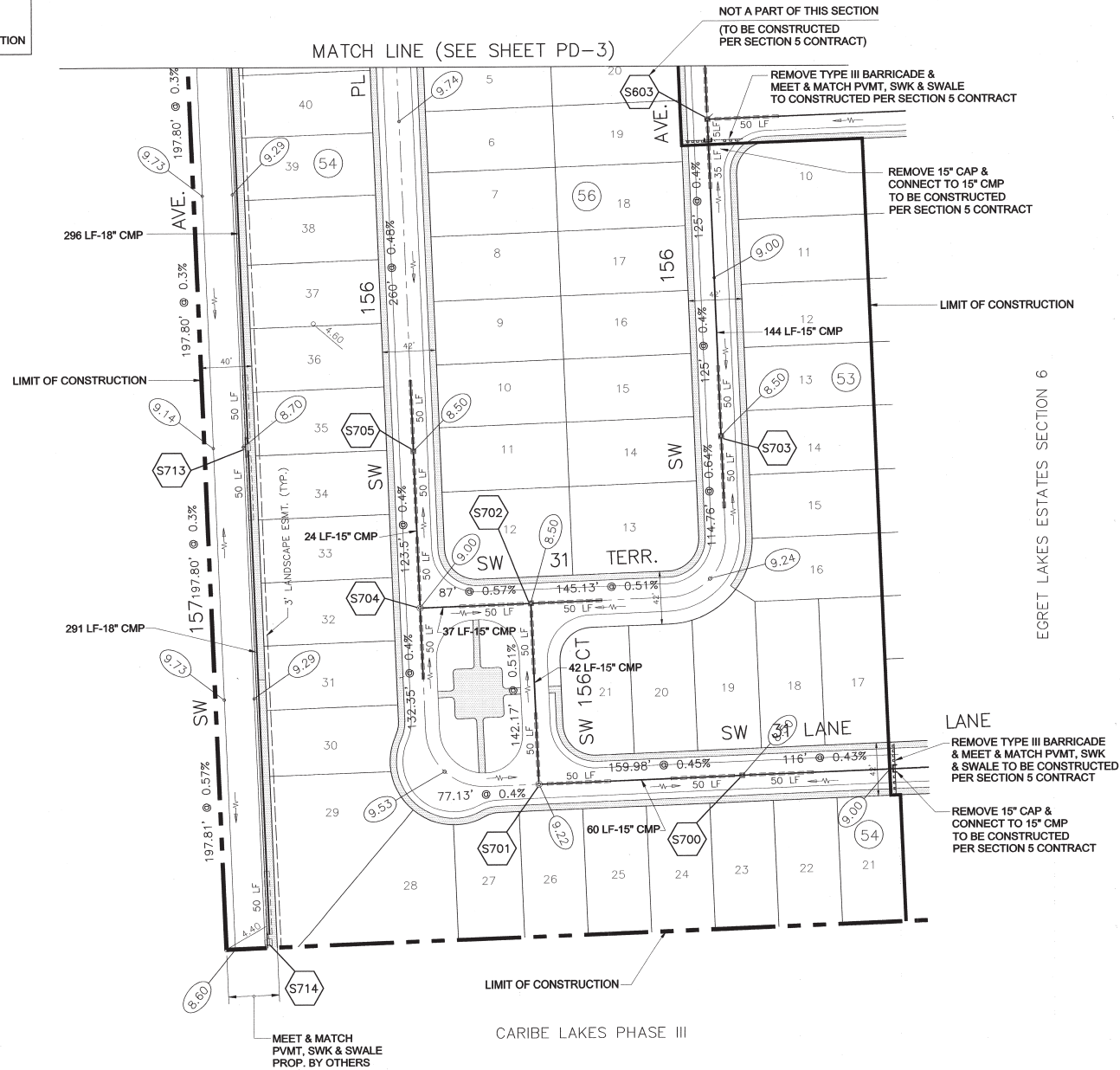
Venetian Isles (Sienna)
15040 SW 27 Street, Miami, FL 33185



NOTE

CONTRACTOR TO PROVIDE EROSION
CONTROL ALONG LIMITS OF CONSTRUCTION

MIAMI EVERGLADES LAND CO. LTD



THESE PLANS AND SPECIFICATIONS SHALL BE
CONSIDERED AS A COMPLETE SET OF
DRAWINGS. THE OPERATIONS OF THE
ENGINEER SHALL BE LIMITED TO THE
DESIGN AND CONSTRUCTION OF THE
PROJECT. THE ENGINEER SHALL NOT BE
RESPONSIBLE FOR THE CONSTRUCTION
OF THE PROJECT. THE ENGINEER SHALL
NOT BE RESPONSIBLE FOR THE
CONSTRUCTION OF THE PROJECT.

DATE	APPROVALS	CERTIFICATE	DESIGNED	APR	FOR THE FIRM
			SWK	FLW	BY: MARY L. ADRIANA, P.E. 1943
			CHECKED	PLR	STATE OF FLORIDA
			SCALE	1"=40'	NOT VALID WITHOUT EXEMPT DEC.
ROBAYNA AND ASSOCIATES INC. ENGINEERS-PLANNERS-SURVEYORS 5801 N.W. 11th Street, Suite 105 Miami Lakes, FL 33014 PH (305) 833-3318					
DRAWING NAME: PAVING, GRADING & DRAINAGE PLAN SHEET: EGRET LAKES ESTATES SECTION 8 PREPARED FOR: ACUSTIN HERRAN					
SHEET: PD-2 OF 6 SHEETS DATE: 04-07-00 PROJ. No: 000008					

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Venetian Isles Community Development District (the “District”) is a local unit of special-purpose government created and existing under and pursuant to Chapters 189 and 190, *Florida Statutes*, as amended; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, *Florida Statutes*; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, *Florida Statutes*, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT:

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

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, *Florida Statutes*, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 24th day of September, 2024.

ATTEST:

**VENETIAN ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Program/Activity: District Administration

Goal: Remain compliant with Florida Law for all district meetings

Objectives:

- Notice all District regular meetings, special meetings, and public hearings.
- Conduct all post-meeting activities.
- District records retained in compliance with Florida Sunshine Laws.

Performance Measures:

- All Meetings publicly noticed as required.
Achieved: Yes ☐ **No** ☐
- Meeting minutes and post-meeting action completed as evidenced by District Management's records.
Achieved: Yes ☐ **No** ☐
- District records retained as required by law, and readily available to the public.
Achieved: Yes ☐ **No** ☐

Program/Activity: District Finance

Goal: Remain Compliant with Florida Law for all district financing activities

Objectives:

- District adopted fiscal year proposed budget by June 15 and the final fiscal year budget by September 30.
- District amended fiscal year budget within 60 days following the end of the fiscal year.
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year proposed budget by June 15 and the final fiscal year budget by September 30.
Achieved: Yes ☐ **No** ☐
- District amended budget within 60 days following the end of the fiscal year.
Achieved: Yes ☐ **No** ☐
- District accounts receivable/payable processed for the year.
Achieved: Yes ☐ **No** ☐
- "No findings" for annual financial audit (yes/no)
Achieved: Yes ☐ **No** ☐
 - If "yes" explain: _____

Program/Activity: District Operations

Goal: Insure, Operate and Maintain District owned Infrastructure & assets

Objectives:

- Annual renewal of District insurance policy(s).
- Obtain all necessary contracted services for District operations and infrastructure.
- Determine all vendors are in compliance with contracts with District.

Performance Measures:

- District insurance policies reviewed and in place.

Achieved: Yes ☐ **No** ☐

- Contracted Services obtained for all District operations.

Achieved: Yes ☐ **No** ☐

- All District contracts in compliance.

Achieved: Yes ☐ **No** ☐

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: August 9, 2024

RE: 2024 Legislative Update – Supplemental Information

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. Below is a summary of an additional law that was not included in the 2024 Legislative Update.

Chapter 2024 – 184, Laws of Florida (HB 7063). The legislation, among other things, amends section 787.06, F.S., to require nongovernmental entities, when a contract is executed, renewed, or extended, with a governmental entity, to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services. Special districts, including community development districts, are defined as governmental entities under this statute. The effective date of this act is July 1, 2024.

For convenience, we have included a copy of the legislation referenced in this memorandum. In addition, attached is a form of the affidavit that nongovernmental entities will need to execute when entering, renewing, or extending a contract with a community development district or special district. We request that you include this supplemental memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel.

Enclosures (2)